

Terms & Conditions – Hire of Flexible Space

These Terms & Conditions must be signed and dated before a hire booking is accepted. East Ayrshire Leisure Trust will hereinafter be referred to as “the Trust”.

I BOOKING, PAYMENT, CANCELLATION

- 1.1 Anyone wishing to make an application for hire must complete a booking form (“the form”). On receipt, the Trust will issue a confirmation notice to the organisation or individual (“the hirer”) and only on receipt of this confirmation notice and a signed copy of these Terms & Conditions of Hire, will a binding contract exist between the Trust and the hirer.
- 1.2 All charges due for the hire of facilities and/or equipment must be paid fully in advance either in the facility or through payment portal in booking system
- 1.3 The hirer must ensure that any set-up, install and clear-out of the facility, including the removal of all equipment and personnel must take place within the allocated hire time-frame. Should the hire overrun the agreed period, a charge will be made based on an appropriate hourly rate as set out in the Trust’s pricing policy.
- 1.4 Any invoice issued by the Trust to the hirer shall be paid within fourteen days of receipt of the date of invoice. Failure to meet this requirement may result in legal action and/or affect the hirer’s ability to hire facilities/equipment from the Trust on future dates.
- 1.5 The Trust has an irrevocable right to cancel the contract of hire between the parties at any time and for any reason and the Trust will not be held liable for such actions. Where possible suitable alternative facilities and/or equipment of the Trust will be offered or a refund of the balance will be made for any outstanding hire arrangements in the contract.
- 1.6 A contract of hire may be altered if there is reasonable justification. However, any decision will be at the discretion of the Senior Management Team.

HIRER’S RESPONSIBILITIES

2 HEALTH & SAFETY AND BUILDING/EQUIPMENT

- 2.1 The hirer will be liable for any loss or damage to any property belonging to the Trust. This includes, but is not limited to, the fabric of the building, all fixtures, fittings, plant and equipment used or hired and associated facilities required/made available, the ground or landscape of a facility, which is caused by either malicious damage or the negligence or actions of any persons attending a facility during a period of hire. The hirer will also be liable for any additional tidying, cleaning or similar costs incurred after the period of hire caused by the hirer’s activities, members, participants or other invited guests and will be liable for the full cost of bringing the facility and/or equipment used by the hirer to an acceptable standard of use in the Trust’s sole judgment, regardless of the extent to which such costs may or may not be covered by any insurance policy arranged by the hirer and for all increased cost and or consequential losses suffered.
- 2.2 The hirer accepts the facilities and/or equipment in their present condition(s) and as satisfactory in all respects for the purposes of the hire. The hirer will not use or permit the facilities and/or equipment to be used other than for the purposes of the hire.
- 2.3 The hirer will not make any alterations or additions to the facility and/or equipment throughout the duration of hire.
- 2.4 The hirer will not do or allow anything which is illegal or which may be or become a nuisance, inconvenience or disturbance to the Trust or any owner/ occupier of neighbouring property. This applies to the facility and/or to any equipment throughout the duration of hire.
- 2.5 The hirer and/or any others authorised by them must respect all requests from the Trust or a representative of the Trust to move or remove any equipment or vehicles that may be causing an obstruction at the facility or associated car park.
- 2.6 The Trust will not be held liable for any equipment or goods left at a venue by the hirer.
- 2.7 The hirer must comply at all times with all legislation governing the proposed use of the facilities and/or equipment, including but not limited to the Health and Safety at Work Act 1974 etc. It is the hirer’s responsibility to ensure that risk assessments are undertaken, made available to the Trust upon request and reviewed appropriately. Failure to ensure proper risk assessments are done may result in the cancellation of the booking and the hirer will be liable for any associated cancellation costs. All activities conducted during the period of hire must be done in accordance with the appropriate governing body guidelines.
- 2.8 Any accident, incident or near misses during the period of hire must be reported by the hirer to a member of staff.
- 2.9 It is the responsibility of the hirer to ensure that they provide adequate first aid cover and that they are proficient in the application of first aid during the period of hire.
- 2.10 The hirer must take all reasonable care to prevent a fire occurring at the facility and ensure that all passageways, corridors, stairs and doorways within the facility are kept entirely free from obstruction or from members of the public; and that fire appliances are not covered or blocked in any way. The hirer must ensure that they are familiar with the position of all fire alarm activation points, emergency exit doors, fire assembly point, light switches and the nearest telephone and it is the responsibility of the hirer to point out exits to those attending the facility during the period of hire. The hirer must observe and comply with written instructions regarding evacuation procedures on display within the facility. The facility designated Fire Warden will be available to provide guidance on these issues.
- 2.11 In the case of an emergency affecting the facilities, the hirer will comply with the fire evacuation procedures and instructions of the Trust representative and or the emergency services.
- 2.12 Any portable electrical equipment being used or brought into the facility by the hirer will require a current portable appliances test (PAT) certificate otherwise the equipment cannot be used at the facility. Furthermore, the hirer undertakes that any other equipment they bring into the facility is fit for the intended purpose to comply with current EU regulations, is in safe condition and free from defect.
- 2.13 Smoking including the use of e-cigarettes will not be permitted in any part of the facility in accordance with the provisions of the smoking, Health and Social Care (Scotland) Act 2005 (hereinafter referred to as “the 2005 Act”), and will take all reasonably practical measures to ensure those attending the facilities comply with the 2005 Act. Failure to do so may result in the immediate termination of the hire.

- 2.14 Due to the nature of certain events/activities in the interest of safety, the Trust may insist that appropriate stewarding be in place at the facility during the hire period. The complement of stewards required will be at the discretion of the Trust. Failure to comply with this clause may result in the cancellation of the booking and the hirer will be liable for any associated cancellation costs.

3 LICENSES AND INSURANCE

- 3.1 It is the responsibility of the hirer to ensure that all necessary licenses are obtained prior to the date of hire including, but not limited to, any license required in terms of the Licensing (Scotland) Act 2005, the Gambling Act 2005 or the Civic Government (Scotland) Act 1982. Failure to adhere to this clause will result in the cancellation of the booking by the Trust and the hirer will be liable for any associated cancellation costs.
- 3.2 The hirer will be responsible for the security and insurance of personnel, those attending the facility during the period of hire and property and equipment owned or operated by the hirer against all risks associated with the hire of the facility regardless of whether the hirer has indemnity insurance.
- 3.3 It is the hirer's responsibility to ensure that they have adequate public/products liability insurance cover in place. The Trust requires that the hirer takes its own independent insurance advice regarding the extent of public/products liability and other insurance protection required and such insurance cover/indemnity limit will be at least five million pounds in any one event. The Trust reserves the right to curtail or cancel a booking should the hirer fail to satisfy the minimum insurance requirements stipulated in the Terms and Conditions of Hire and the hirer will be liable for any associated cancellation costs.
- 3.4 The hirer agrees to indemnify the Trust against all losses, damages, claims, costs, demands, expenses or other liability arising from or in connection with: (i) any damage to the facility or equipment of the Trust whether caused by the hirer, the hirer's employees, agents, subcontractors or guests; and (ii) any death or injury caused by the hirer's negligence.
- 3.5 The hirer will not do anything that will or might invalidate in whole, or in part, any insurance affected by the Trust in respect of the facility and/or equipment from time to time.
- 3.6 It is the responsibility of the hirer to pay all Performing Rights Society fees if music is played during a period of hire. Should a hirer indicate they possess a valid PPL license of their own and it is subsequently discovered they do not they will be held liable for any fees.

4 COACHING, CHILD PROTECTION AND VULNERABLE ADULTS

- 4.1 If a hirer intends to coach, instruct or teach during the period of hire, it is their responsibility to ensure that they are qualified to the minimum standard recognised by the National Governing Body of the respective discipline.
- 4.2 The hirer must ensure that it complies with and continues to comply with the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 ("the PVG Act"). This is particularly relevant to any hire involving children and young people under the age of 18 years of age and/or vulnerable adults. All groups who cater for children or young people less than 18 years of age are legally required to have a child protection policy in place. All leaders, helpers and employees of the hirer that have regular unsupervised access to children must be checked through Disclosure Scotland. The Trust, prior to accepting your form or at any point during the course of the hire period, may require to see a copy of this policy and/or Disclosure Scotland certificates. Failure to comply with the Act may result in the termination of the hire and the hirer will be liable for any associated cancellation costs.
- 4.3 The hirer may have to register through an umbrella organisation to obtain disclosures. If you are unable to obtain an enhanced disclosure in terms of the Police Act 1997, you may be requested to complete an affidavit stating that you are not disqualified from working with children, and in such circumstances you will not be allowed to employ others on your behalf to assist or run sessions on your behalf. Should a signed affidavit be required then a witnessing signature will be required from a doctor, police officer, social worker or other suitable professional stating that they know you and to their knowledge the information provided is true.
- 4.4 The Trust supports safe and supportive environments for children, young people and those working with them and to encourage this will make information available with regard to the Protection of Children (Scotland) Act 2003 and the hirer shall familiarise themselves and adhere to the terms of Good Practice, to parents/carers using our facilities and premises as well as to groups who provide these services.

5 PROPS, DECORATIONS & CLEANING

- 5.1 It is the responsibility of the hirer to ensure that all fittings, decorations, props and other items belonging to/or provided by the hirer are fit for purpose however they may be subject to the approval of the Trust.
- 5.2 The hirer will keep the facility clean, tidy and clear of rubbish throughout the duration of hire, making use of the recycling facilities available.
- 5.3 The hirer will leave the facility in a clean and tidy condition and will remove any goods and rubbish from the facility at the end of the-hire.
- 5.4 The hirer will be liable for any costs due to damage to the facility, or equipment, to the reasonable satisfaction of the Trust.

6 ALCOHOL

- 6.1 East Ayrshire Leisure Trust provide a hospitality service and operate this service within selected East Ayrshire Leisure venues subject to licensing. If interested please contact the Hospitality Officer at least 6 weeks in advance of your booking by e-mailing Hospitality.Service@Eastayrshireleisure.com
- 6.2 Community Groups wishing to organise their own bar facilities as part of a fundraising event may do so if prior notice has been given on the Booking Form and all appropriate licenses have been granted.

7 GENERAL TERMS AND CONDITIONS

- 7.1 Parking is not provided as part of the hire. Where hirers, members, participants or other invited guests park on Trust property, it will be at their own risk.
- 7.2 Facilities refer to any venue or area within a venue indoor or outdoor, or services provided to a hirer by the Trust as detailed within the form.
- 7.3 On signing these conditions, the hirer agrees to adhere to them and any additional rules, practices or policies and regulations that may be in place for certain facilities operated by the Trust.
- 7.4 The Trust or its representatives shall at any time be entitled to have free unrestricted access to any part of the facility during any period of hire.

- 7.5 The Trust is committed to Equality and Diversity and reserves the right to withdraw services, equipment or facilities to any organisation or individual who, after investigation, prove to be discriminating against any individual or group.
- 7.6 The facilities or equipment must not be used for any other purpose than that stated on the application form and shall not be sublet without the prior consent of the Trust.
- 7.7 The Trust reserves the right to refuse any hirer the use of its facilities and/or equipment without assigning reason thereof.
- 7.8 It is the hirer's responsibility to ensure that the form is complete and accurate and that all the necessary information is provided to the Trust to allow them to comply with your booking. Hirers should to check arrangements one week prior to a booking to ensure their requirements are being met
- 7.9 The Trust reserves the right to delete, alter or cancel any of these conditions at any time.

Declaration

I have read the Terms and Conditions of hire set out above and hereby agree to adhere to them at all times. Failures to comply with these terms and conditions or to inform East Ayrshire Leisure Trust of any failings will release the Trust from any liability that may be brought thereafter.

Name _____

Organisation/Group _____
(Print) (If applicable)

Signature _____

Date _____