

EXECUTIVE SUMMARY

The purpose of these conditions is to ensure that North Ayrshire Leisure Ltd trading as KA Leisure, meets its responsibilities as detailed in our management agreement with North Ayrshire Council.

The conditions are in place to ensure that KA Leisure facilities and hiring organisations are operating in compliance with our duties to safeguard the safety and wellbeing of our community whilst promoting Sport, Fitness, Health and Wellbeing in North Ayrshire and surrounding areas.

Hiring Organisations will need to demonstrate that they have valid qualifications, appropriate insurances, and policies in place with reference to their legal obligations to protect the welfare of children and vulnerable groups.

INTERPRETATION

- “Agreement” shall mean the agreement for hiring, signed by on or behalf of both the KA Leisure and the Hirer.
- “Centre” means any KA Leisure facility and any authorised Manager that has delegated responsibility of relevant duties.
- “Trust” North Ayrshire Leisure Ltd Trading as KA Leisure (named KA Leisure hereafter)
- “Hirer” means the person or persons signing the agreement of the Company, Organisation on whose behalf the agreement is signed
- “Clubs” means any organisation approved by the Management team
- “Hire Period” means that period during which one or more bookings have been made and confirmed; the time period on each occasion also includes setup and set down of equipment
- “Manager” includes General Manager, Assistant General Manager, and Duty Manager.
- “Major event” is defined as any event that excess a hire period of 4 hours excluding a Swimming Pool Gala.

HIRER’S RESPONSIBILITY

The Terms and Conditions of Hire as set out in this document shall remain enforceable for the duration of the hire period. Should the hirer cease to work for the Hiring organisation or club, the Centre Management should be informed. A new hirer will be put in place by the hiring organisation or club. Failure to do so may result in cancellation of the booking.

CORRESPONDENCE

All correspondence should be addressed to The Customer Service Team:
customerservice@kaleisure.com

BOOKINGS

All applications for a hire agreement must be made using the appropriate booking forms available online at www.kaleisure.com or by request to customerservice@kaleisure.com. Agreements applications must be made 14 days in advance where possible. Bookings are not guaranteed and are subject to change. Agreements will only be deemed valid once written or electronic

confirmation has been sent. Hiring organisations and Clubs are responsible for the timely application for a hiring agreement.

VENUE and SUB-LETTING

The Hirer should detail the facility they wish to hire in their application form. The Hirer is not allowed to sub-let any part of the facility they have hired.

ICE SPORTS – ADDITIONAL CONDITIONS

It is the responsibility of the home team/club to ensure that they have sufficient stewards available to always provide the players and officials with a clear passageway between the dressing rooms and ice surface. The stewards should wear a luminous coloured bib or jacket in order that they are easily recognised by the match officials, players and members of the public.

No one, other than the competing teams, their off-ice coaching staff or the match officials should be allowed near or in the dressing room areas. There will be occasions when this rule is not enforced. i.e. a child participating in the game/training requesting assistance from their parent/guardian, but the parent must be accompanied on these occasions if other children are in the same dressing room.

The hiring club must work closely with the KA Leisure Management and its staff to ensure that the players and officials are fully protected at all times and that the Management team is able to implement control measures as required by our Health and Safety Policy.

KA Leisure accepts no liability or responsibility for any injuries received during the period of hire whether it is competitive/ non-competitive game time or training. KA Leisure strongly recommends that the hirer ensures all club members, participants, players and anyone else involved in the event has the appropriate personal insurance through the governing body for the sport and is registered with that governing body.

Changing Rooms: On arrival at the venue the away team manager must contact the home team or Auchenhavie Front of House staff to find out what dressing room they have been allocated. The Manager will be given a key from the Ice Staff/Home Team.

The Team Manager (home or away) will be responsible for opening and closing the changing room door during the game including access to any injured player or one who has been ejected from the game. Where a player has been sent off, the Team Manager (home or away) must meet him at the side of the rink and ensure that he goes directly to the dressing room and remains there.

Wilful malicious damage to property will result in the guilty party being reported to the Scottish Ice Hockey Association (SIHA) for disciplinary action which may result in a ban from the KA Leisure facility. If there is a breach of legislation in the damage, in certain circumstances, KA Leisure may inform the police for further action to be taken.

Players Ejected from Games: Where a player has been sent off by the referee and escorted to the side of the ice rink by a linesman, he will be met by the team manager (home or away) or a steward appointed by the team manager and escorted to his changing room and ensures he must remain there. Any player who does not go directly to the dressing room and becomes involved with members of the public or causes the game to be further delayed will be instructed to get changed and will then leave not only the ice rink but the hosting facility.

The Team Manager will be responsible for this person once he has left the building, this could also result in a short/long term ban from KA Leisure facilities, and this will be reported to the Scottish Ice Hockey Association for discussion.

Supporters or Members of the Public attending Ice Hockey Games; Any supporter or member of the public shall not behave in a disorderly manner or disobey any instruction by the Manager or his representative.

All Conditions of Hire, the Rules and Conditions of Use of KA Leisure facilities will be strictly adhered to. Any supporter or member of the public visiting the premises must obey the instructions of any steward, member of staff or Management. Failure to do so will result in a request to leave the premises. No refund will be permitted under these circumstances.

HIRING FEES

A deposit may be required for hire of equipment from KA Leisure. The Organisation reserves the right to alter charges without notice up to the time of confirmation of the booking by the Centre. The Board of Trust reviews prices on an annual basis and price changes are generally effective as of the 1st of April every year. Interim price changes may be introduced at the discretion of the Trust.

PAYMENT: Payment shall be made as follows:

- Payments will be made in full in advance by using our online payment portal (add link), or at latest on the day of the booking, unless agreement has been made with the Centre to invoice the Hirer on a monthly basis. Birthday party bookings will need to be paid for at the time of booking.
- Payments, not made via the online portal, must be made within 30 days of receipt of the invoice. All payments due from invoices must be paid by BACS (bank details on invoice), cash/card/cheque at reception/post or by phone.
- Late payment charges of 5% will be applicable 7 days after reminder correspondence is sent (usually sent 30 days from date of invoice). Thereafter, late payment surcharge of 5% will be added every month until this the amount due is cleared. Recurring instances of late payment by a Hiring organisation or Club may lead to cancellation of agreements and Management reserves the right to refuse future applications for hire agreements.

CANCELLATION BY THE HIRER CANCELLATION MUST BE MADE IN WRITING AT LEAST 7 DAYS IN ADVANCE OF BOOKING.

In the event of the Hirer cancelling within the 7-day rule or failing to take up any booking period the charge shall remain due, but if the booking is re-let, then the Manager at his discretion may return up to 80% of the charge for that period. Please note that The General Manager may use management discretion in the event of a cancellation within the 7-day period considering the nature of the hire period and the reasons that caused the cancellation. Cancellations can be made in writing by completing the following form - [Cancellation Request Form - KA Leisure](#)

CANCELLATION BY THE CENTRE

- KA Leisure reserves the right to cancel any booked period or hire period and to end any hire period during it.
- The Hiring fee already paid in respect of any period cancelled or terminated as noted above will be refunded.
- The facility will not be liable for any incidental costs including travelling costs, accommodation, fuel expenses etc. incurred by those attending the event due to its cancellation.
- The use of certain facilities may be limited, amended or prohibited during the hire at any time and for whatever reason.

Equipment Hire:

The Hirer should detail any equipment that they wish to hire in the applicable section in the booking form. Charges may be applicable for the hire of the equipment. If the equipment is not available, the Hirer may with the permission of the Manager bring in their own equipment in which case the equipment will be the sole responsibility of the Hirer

DAMAGE TO OR LOSS OF PROPERTY

Unless caused by negligence of KA Leisure, the organisation accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Centre, by any Organisation/club, or member of any Organisation/club, or any individual attending an event or booking made by any Organisation/club.

DAMAGE CAUSED

The Hirer shall on demand pay to KA Leisure, the reasonable amount incurred by the facility in repairing or replacement as appropriate together with an administration fee of 10% of the repair and replacement cost of, any damage to the fixtures, fittings, apparatus, equipment, furniture, or other contents thereof, by a person participating at the invitation of the hiring organisation or Club in the use of the KA Leisure facilities. KA Leisure and where applicable, the facility General Manager, whose decision shall be final will certify the amount of such damage.

PORTABLE ELECTRICAL APPLIANCES

No portable electronic equipment shall be brought to our facilities without the prior written permissions from a Manager. Any such equipment should be PAT tested prior to use.

INDEMNITY

The Hirer shall indemnify and keep indemnified KA Leisure against all claims, demands, actions or proceedings in respect of death of, or injury without limit to any person or damage to property belonging to any person during the course of, or in consequence of the hiring unless caused by KA Leisure's negligence.

INSURANCES

- The Hirer will need to have at all times appropriate level of insurance cover, to cover loss of or damage to property (whether the Centre's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hiring period or connection with it.
- The Hirer is notified that the KA Leisure's insurance may not cover property brought on to premises in respect of fire, theft, loss or any other damages. Any Hirer that earns income from the space provided, will be required to be in possession of their own public liability cover to a minimum of £5m.
- The Hirer should make separate arrangements in respect of above noted matters. KA Leisure reserves the right to require the Hirer to provide suitable evidence of insurance coverage whilst applying for a hiring agreement.

SAFEGUARDING

The Hirer should have appropriate safeguarding policies and officers in place, if they provide services to children below the age of 18 and vulnerable adults. KA Leisure reserves the right to require the Hirer to provide suitable evidence of this upon request

FIRST AID INCIDENT

- In the event of accident, incident and/or injury, the Hirer will at once alert a member of staff who will take the appropriate action.
- A Hirer may be requested to provide additional first aid cover for larger events; this must be provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross Society, or valid NPLQ qualifications.
- All first aid treatments, incidents and emergencies must be recorded in accordance with the organisation's procedures.

EMERGENCY SCENARIOS and EVACUATIONS

In the event of an emergency scenario including a Fire evacuation, Bomb threat, Power outage or **CODE RED (major injury or pool rescue)**, the Hiring organisation should follow the directions of staff.

INFRINGEMENT OF COPYRIGHT

The Hirer shall indemnify and keep indemnified KA Leisure against all claims, legal fees, damages, demands, action and proceedings in respect of any infringement of copyrights, trademarks, or registered designs, intellectual copyrights by an unauthorised public performance or use of recording apparatus or contrivance at our facilities by the Hirer or his/her agent. The Hirer will not use the KA Leisure logo on any advertising without the prior written consent of the Chief Executive or the relevant General Manager.

BROADCASTING AND FILMING RIGHTS

No Hirer booking the facility may grant broadcast (sound or television) or filming rights without prior written consent of KA Leisure Management. As a prerequisite of consent being given, the Company reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

MUSIC, RECORDS AND PERFORMANCE

The Hirer shall not play or permit to be played records, compact discs, radios, electronic music files or tape recorders in the facility, or perform any work, which will infringe the rights of any third party in intellectual property.

The Hirer shall obtain beforehand, and provide a copy to the Manager, all proper licences in respect of such broadcasts or performances. Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified KA Leisure.

PHOTOGRAPHS AND VIDEO RECORDING

- Photography and video recording are not permitted in changing rooms, toilets and interconnecting corridors.
- KA Leisure believes that in a sporting environment involving children or vulnerable people photography and video recording are not usually appropriate.
- Hirers are required to maintain their own photography policy and will confirm to the Manager that they have systems in place to protect children and vulnerable people.
- The use of photography or video recording equipment is permitted in private bookings at the sole discretion of the hirer (with exception of events with shared access).
- Hirers are requested to bring to the attention of staff any photography which is unauthorised in their opinion.
- The use of social photography or video recording equipment in social areas such as cafes is permitted.
- Customers are requested to take account of the preferences of other customers and staff taking photos.

ADVERTISING

- The Hirer shall not advertise or publicly announce any event to take place at our facilities without the prior, written approval of the sites General Manager. The Hirer shall submit proofs of all intended advertising to the Manager prior to publication for authorisation.
- The Hirer shall ensure that any advertisements displayed in connection with the Hiring shall be displayed on duly authorised sites. We would like to bring to your attention that it is an offence to carry out any fly posting.

CATERING

KA Leisure reserves to itself or its agents, the right of sale of all refreshments in their facilities. The Hirer shall make arrangements with the Catering Manager for any special catering requirements not less than 14 days before the Booked Period.

Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990, as they apply to the site. The Management team will provide instructions to the Hirer concerning food and/or drink brought onto the premises and made available for consumption by others.

SALE OF GOODS

The Hirer shall not without the prior consent in writing of the management sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in KA Leisure facilities during the Hire Period.

INTOXICATING DRINKS

- The Hirer is not permitted to arrange for or permit the sale or consumption of alcohol on the premises of the relevant facility without the prior, written permission of the General Manager and production of an Occasional License alongside a commitment for the license holder to be on site at the chosen time.
- If such permission is given, the Hirer will be told of any licensing applications or permissions that must then be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

NOTICES

The Hirer shall not display any notices or decorations (internal or external) without the express permission of the General Manager.

ALTERATIONS

The Hirer shall not alter or interfere with any equipment or fittings of the Centre or structure thereof without the express permission of the General Manager.

LOST PROPERTY

The Management reserves the right to dispose of any item of lost property that has not been claimed after a period of two weeks.

SMOKING

Smoking (including E-Cigarettes) is not permitted in the Centre.

ANIMALS

- In the interest of hygiene, animals other than guide dogs are not admitted into the Centre except with prior written consent of the Manager.
- The provision of live creatures, animals and fish as prizes is specifically prohibited.
- Guide dogs are not permitted on poolside.

RULES FOR USERS

The Hirer will do nothing to undermine the published rules for users of the KA Leisure facilities, for example, in regard to vehicle parking, smoking, required activity, dress and access by animals. The Hirer will use his/her best endeavours to inform all those involved in the use of the premises during the Hire Period of these rules and to encourage compliance with them. The Hirer accepts that the Manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the facility or those in nearby premises.

VACATION OF PREMISES

The Hirer must ensure that the hired part of the facility and any equipment used, is left clean and tidy and that the equipment is left in the same condition as found at the end of the period of use. KA Leisure reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning.

Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee as set out in Section 14 above. If damaged equipment cannot be repaired, then the full replacement cost will be charged to the Hirer.

HEALTH AND SAFETY

- The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1992. These measures include minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for activities.
- Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP).

BREACH OF CONDITIONS

The Hirer shall be responsible for ensuring that all persons using the Facility arising out of or in consequence of hiring comply with the Conditions of Hire. In the event of the Hirer breaching any of the conditions of hire, KA Leisure, may at the Manager's discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges including cancelled future bookings

ISSUE AND REVIEW OF DOCUMENT

The Conditions of Hire document will be made available to all Hirers. Regular and systematic reviews to ensure compliance with the Policy and the Organisations' procedures and to identify areas of improvement will be carried out. The document will be regularly reviewed, as required by changes in legislation or by internal policies and procedures.