

Edinburgh Leisure Terms & Conditions of Hire

Regular Bookings in Edinburgh Leisure Core Venues, Schools & Sports Pitch Facilities – August 2024

These terms and conditions will be enforced by Edinburgh Leisure and are binding on both parties.

General

1. The right to use the facility is subject to Edinburgh Leisure receiving an application on the required form, by the proposed hirer undertaking to comply with these conditions.

Payment

By Direct Debit

2. The hirer shall agree to pay Edinburgh Leisure by direct debit the appropriate fees set out in a monthly invoice, which will be for completed extended let use from the previous month.
3. The invoice will be sent on or around 1st of the month giving notice of collection of charges to be taken on or around the 15th of each month.
4. If the payment collection fails on or around the 15th, Edinburgh Leisure will attempt to collect again on or around the 25th of the same month. If the second payment attempt fails, hirers will receive notification of a further 7 days to contact Edinburgh Leisure to settle outstanding invoices which will incur an additional charge which will be added to your invoice. Failure to settle debts after this period resulting in no further bookings processed and suspension from all facilities, until full settlement is received.
5. In the event of a suspension a late payment charge of £50 will be applied to the account with the booked space made available to other interested parties for 7 days from the date of suspension. If payment remains outstanding after a period of 14 days from the date of suspension, the space will be made available permanently to interested parties.
6. In the event the hirer has three separate occasions of suspension, the booked space will be removed permanently and thereafter made available to other interested parties.
7. Failure to clear any outstanding balances will be legally pursued which may incur additional costs to the hirer.
8. Any queries raised by the hirer must be done within 5 days of receipt of invoice.

By Monthly Invoice (for Direct Debit exempt customers only)

9. Hirers must settle invoices within the 30-day terms. Hirers will receive notification of a further 7 days to settle outstanding invoices with a failure to settle debts after this period resulting in no further bookings processed and suspension from all facilities until full settlement is received.
10. In the event of a suspension a late payment charge of £50 will be applied to the account with the booked space made available to other interested parties for 7 days from the date of suspension. If payment remains outstanding after a period of 14 days from the date of suspension, the space will be made available permanently to interested parties.
11. Reinstatement of a suspended let will only be on the understanding that once the balance is cleared future bookings will be on direct debit only due to the administration task involved in managing unpaid invoices.
12. In the event the hirer has three separate occasions of suspension, the booked space will be removed permanently before being made available to other interested parties.
13. Failure to clear any outstanding balances will be legally pursued which may incur additional costs to the hirer.
14. Any additional usage over and above the usage set out in the extended let agreement at the time of booking will be subject to additional charges.
15. Any customer, new or existing, applying for an extended let must have no outstanding balances or sales before Edinburgh Leisure will accept the application. Any outstanding debts must be paid in full prior to confirmation of booking.

Monitoring & Notice Periods

16. Edinburgh Leisure reserve the right to change the time and area of the extended let by giving the hirers reasonable notice.
17. Edinburgh Leisure reserves the right to cancel any extended lets without notice or penalty for matters relating to adverse conditions out with its control e.g. Inclement weather, fire damage, vandalism of services, poor pool water quality etc.
18. Edinburgh Leisure reserves the right to cancel any extended lets in the event of a special event requirement at least 7 days before the cancellation.
19. A minimum of 21 days' notice by contacting the bookings office by email on exlets@edinburghleisure.co.uk is required by the let holder for early withdrawal from the extended let or individual cancellation. In the event of a late cancellation (i.e. less than 21 days) by the hirer, a cancellation charge of the total value will be made. **NOTE – this applies to School and Sports Pitch lets only.**
20. Edinburgh Leisure core venues require a 3-month notice period for early withdrawal of let agreement (by emailing exlets@edinburghleisure.co.uk). The hirer is not permitted to cancel any bookings during the extended let period. Any dates

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where the extended let is not required must be detailed on the extended let agreement form at the time of application. Any cancellations from the extended let user that are not detailed in the agreement will be charged at the normal rate. **NOTE – this applies to Edinburgh Leisure Core Venue lets only.**

21. Supporting documentation to cancel any booking due to Scottish/ British National events, as well as East District event must be provided at least four weeks prior to the booking date. **NOTE – this applies to Edinburgh Leisure Core Venue swimming pool lets only.**
22. Supporting documentation to cancel any booking due to a NGB event must be provided at least 48 hours prior to the booking date. **NOTE – this applies to School and Sports Pitch lets only.**

Responsibilities

23. Hirers will use the premises solely for the purpose(s) stated in the extended let agreement and at the times specified. They will ensure that the premises are left in a clean, neat and tidy condition. If the facility is untidy at the start of your hire period, then this should be reported to staff.
24. The hirer will vacate the activity area at the time that their extended let ends without exception. Any recovery time, cool downs or discussions must be done during the hirers own time. Any delays in vacating the area at the agreed time may result in the extended let being removed or additional charges incurred.
25. The hirer will co-operate fully with Edinburgh Leisure staff in interests of public safety and abide by any safety instructions given by staff.
26. The hirer is prohibited from reselling or transferring any period of hire to third parties without the authorisation of Edinburgh Leisure. Any breach of this condition may result in the immediate suspension of the agreement and the hirer will be liable for full payment of outstanding periods of hire pending a review of the extended let.
27. Any form of anti-social behaviour is strictly forbidden and could lead to the termination of the extended let. This includes, spitting, excessive foul language, shouting, aggressive behaviour, and disregard for other customers or staff using Edinburgh Leisure facilities.
28. The hirer must ensure that they or members within their group do not commit wilful damage or acts of vandalism to the facility property or building fabric. Any breach in this condition will result in immediate suspension of the agreement and liability for full payment of any outstanding periods of hire pending investigations. The hirer will also be liable for the cost of repair and/or replacement of damaged items.
29. Edinburgh Leisure will not be liable for any loss or damage to any personal property of the hirer during the period of hire.
30. The hirer agrees to raise disputes relating to any part thereof this agreement or service delivery solely and directly with the Edinburgh Leisure Bookings Team.
31. Hirers are not permitted to allow animals into facilities other than a companion dog or guide dog.
32. The use of any flammable material or naked flames is prohibited within the facility. (e.g. sparklers, candles, incense, insect burners/coils).
33. In the event of an accident the hirer must report the incident to site staff and ensure an accident form is completed.
34. Smoking is not permitted within the grounds including outdoor areas. The hirer will ensure this is adhered to with all participants including spectators.
35. The drinking of alcohol is strictly forbidden on premises. The hirer or home team will ensure this is adhered to with a failure to follow resulting in let cancellation.

Club Conditions

36. All sports coaches must hold a recognised governing body qualification of a suitable standard for coaching the relevant group. These must be stated on the application form and may be subject to checks with the sport's governing body.
37. Proof of adequate insurance for the club is required at the time of application and at the point of renewal when/if the insurance policy expires during the term of the extended let agreement.
38. It is advised that the insurance policy carry a minimum limit of indemnity of £5,000,000.
39. Clubs must include details of any known breaks or periods where the let is not required at the point of application. Breaks in the extended let will be granted on an individual basis.
40. Any person including coaches, club volunteers and referees involved with regular contact or being in sole charge of a relevant group meaning 'children and young people under the age of 18, or vulnerable adults', shall be subject to a Disclosure Scotland PVG Check or Disclosure and Barring Scheme record. Note it is the hirer's responsibility to ensure all the necessary checks are in place and by signing the booking form, you are confirming that all those with regular contact have met the necessary checks.
41. The hirer is responsible for notifying Edinburgh Leisure of any changes in those leaders or other helpers similarly vetted by Disclosure Scotland for the duration of the let and who are required to be vetted.
42. If the extended let includes persons under 16, the hirer shall ensure that parents and responsible adults accompany their children into the facility and are responsible for their safety before and after use.

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43. The person responsible for the extended let must pay for any equipment that is lost or damaged through improper use. This payment will be due no later than 7 days after the club has been informed of the due payment.

Photography & Video

44. Photography and video within the activity areas is strictly prohibited. It is the responsibility of the Hirer to enforce this with participants, coaches, volunteers and spectators.

Important Notes

45. The hirer agrees to abide by these conditions of hire by signing the extended let application. With the named club responsible for paying any charges.
46. If at any point during the term of hire there is a breach of any of the terms and conditions, a member of Edinburgh Leisure may issue you with a breach of terms and conditions notice. This notice shall specify the terms of the breach, and any remedial action or penalties required by the club or group resulting from the breach. Please note that 3 breaches within the current booking period may result in the cancellation of the booking.
47. Edinburgh Leisure is the Data Controller and we will only use your data to enable us to deliver and improve our service to you and process your payments. We will never sell your data and we will only keep it for as long as necessary to deliver our services and processes. We will use your contact information to send you important operational issues. This can include cancellations, venue closures or booking issues. There is more detail in our privacy notice [here](#).
48. Edinburgh Leisure reserves the sole right to cancel or amend any terms or conditions contained within the agreement and without penalty. Any such amendments will be confirmed in writing to the hirer.

School Specific Conditions

49. One-off casual lets are required to be paid at the time of booking.
50. It is the hirers responsibility to check opening times during school holiday periods referred to in the schools calendar.
51. Last lets (i.e. 21:45 weekdays) will not have access to showering facilities. For weekends, hirers are advised to double check when last lets are at point of booking.
52. Booking form contact details may be shared with the City of Edinburgh Council for non-commercial purposes.
53. Areas locked or not available for hire are classified as prohibited areas and not to be entered or used in any way by the hirer/associated participants.
54. Storage availability for regular facility users is not automatically included in the Hire Agreement and must be discussed with Edinburgh Leisure. Storage of equipment in facility storage cupboards/areas is undertaken at the owner's own risk. Edinburgh Leisure will not accept responsibility or liability for theft or damage to items stored in or at the facility. It is recommended that users seek their own insurance cover for such items. In the event that a hirer ceases hire of the facility, the hirer is required to collect and remove all goods and/or equipment stored at the facility.
55. It is the responsibility of the hirer to ensure that all persons involved in their activities are familiar with the Emergency Plan.
56. It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken.
57. Booking times include the safe and correct set up and recovery of equipment, which will be the responsibility of the hirer(s). All hired areas must be presented at the end of the booking with no equipment in place.
58. In the event of school maintenance issues out with the control of Edinburgh Leisure, clubs will be offered a free cancellation of their extended let until the facility is operating at optimum levels.
59. In the instance of the hirer letting out a swimming pool area, the hirer agrees to provide a lifeguard and to abide by the maximum numbers permitted in the swimming pool at any time as per their hire agreement. Coach to swimmer ratio must never exceed 1:30 in a 4-lane pool.
60. All lifeguards must hold a valid in date qualification either an NPLQ, NRA or STA award who must be present on poolside and not in the pool with the participants.
61. The hirer must abide by the maximum capacity numbers for indoor bookings.
62. Any clubs or regular extended let users intending to use music must indicate this on the online booking form.

Sports Pitch Specific Conditions

63. Edinburgh Leisure shall service and maintain the activity areas, facilities and equipment covered by the agreement to ensure customer safety throughout the term of agreement.
64. The person responsible for the extended let must pay for any facility equipment that is lost or damaged through improper use. This payment will be due no later than 7 days after the club has been informed of the due payment.
65. The hirer is responsible for the set up and recovery of goal nets.

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66. Edinburgh Leisure will not pursue the hirer for replacement costs resulting from the normal wear and tear of items hired for the activity stated on the application.
67. If a hirer ceases hire of the facility, they are required to remove any of their own equipment within 7 days of the final use. If the hirer fails to do this, Edinburgh Leisure may dispose of the equipment and charge the hirer for any costs incurred.
68. Cancellation periods for a league affiliated fixture is 48 hours.
69. Cancellations will only be honoured by contacting the bookings office by email on exlets@edinburghleisure.co.uk.

Safeguarding Checklist

By signing up to Edinburgh Leisure's Terms and Conditions, the Club has agreed that it will abide by the relevant sports' governing bodies Safeguarding Policy. It is the responsibility of the club to ensure these policies and procedures are made relevant and that any specific additional requirements regarding child or adults at risk protection shall be implemented.

Please tick to indicate the club also has the following documentation/resources in place:

Safeguarding Policy

Child Protection Officer

Safeguarding Code of Conduct (covers athletes, officials & volunteers, coaches, teachers, parents and spectators)

Agreement

On behalf of this booking, I agree to be bound by the terms and conditions which have been supplied

Name:

Email:

Position in Club:

I agree to the booking Terms &
Conditions stated above:

Signature:

Date:

Important: The completion of this form does not guarantee your booking request. We will be back in touch once we have reviewed the form.