



Scottish Rowing Centre

Terms & Conditions of Booking

March 2023



Scottish Rowing Centre
366 Hamilton Road, Motherwell
Lanarkshire ML1 3ED



+44 (0) 1698 250206



www.scottish-rowing.org.uk
office@scottish-rowing.org.uk
[@ScottishRowing](https://twitter.com/ScottishRowing)



Scottish Rowing Limited
Registered Office: 366 Hamilton Road, Motherwell, Lanarkshire ML1 3ED
A Company Limited by Guarantee, Registered in Scotland No. SC357505



sportscotland

Scottish Rowing Centre – Terms & Conditions

For the purposes of this agreement;

means Scottish Rowing Ltd as represented by a Director or Officer of the Company and “Centre” means the Land, Buildings or Facilities which make up the Scottish Rowing Centre.

The Hirer is the person or organisation making a booking. The User is any individual using facilities or equipment within the centre.

Booking, refunds and cancellation

1. The Centre can be booked for sessional use (single session or block booking), or event/group bookings.
2. Sessional use
 - 2.1. Bookings should be paid in advance using the booking system provided.
 - 2.2. Fees for cancelled sessions are refundable until 24 hours before the booking start time. Thereafter fees are non-refundable.
3. Event/Group Bookings
 - 3.1. The Hirer’s booking shall be held as provisional and shall only be deemed to be accepted when Scottish Rowing receives payment of a non-refundable deposit of 10% of the total booking price (the “**Initial Deposit**”), on which date this Agreement shall come into existence. Thereafter a form of electronic communication will be provided by Scottish Rowing to confirm the Hirer’s booking.
 - 3.2. The balance of the booking is payable in full no later than 14 days prior to the booking start date.
4. The Hirer’s rights to cancellation, refunds and booking amendments are set out below:
 - 4.1. To cancel a booking, the Hirer must inform the Trust Company through any written method of communication. It is recommended the following email address is used: rowingcentre@scottish-rowing.org.uk
 - 4.2. For cancellation more than 14 days in advance of your booking arrival date, the Hirer will receive a full refund minus the Initial Deposit.
 - 4.3. For cancellation 14 days or less in advance of the booking arrival date, there will be no refund.
5. If the Hirer wishes to make a change to the booking, please contact Scottish Rowing. Scottish Rowing will confirm whether this change is possible and if so, will confirm any changes to timings or details which would be necessary as a result of your requested change. Scottish Rowing will confirm the change in writing of the change and the Hirer should confirm in writing whether the change should proceed.
6. Where Clause 5 applies, the total booking value may remain the same or increase.

Scottish Rowing Centre – Terms & Conditions

7. No refunds are applicable, should the following instances occur, at the booking time: -
 - 7.1. The Hirer does not utilise the booking for the full booking time allotted; or
 - 7.2. The Hirer only uses part of a Facility or Service.
8. The time allotted to a Facility booking includes the set-up, installation, disassembly and removal of any equipment.
9. The Facility and Equipment will be setup and equipped to the specification of the booking requirement and the Hirer is obliged to return the Facilities and Equipment to their original state after use.
10. Scottish Rowing shall supply to the Services or Facilities to the Hirer in accordance with this Agreement.
11. Scottish Rowing will use all reasonable endeavours to meet the Facility or Service dates specified within the Event Booking.
12. Scottish Rowing warrants to the Hirer that the Services or Facilities will be provided using reasonable care and skill.
13. Scottish Rowing, having reasonable cause to do so, reserves the right to cancel, alter or adjust a booking and will endeavour to provide the Hirer with as much prior notice of booking cancellations, alterations, adjustments and transfers as possible. In such instances, Scottish Rowing will use its discretion to provide a refund in circumstances it deems to be appropriate.
14. Scottish Rowing reserves the right to refuse a booking in whole or in part.

Health and Safety

15. The Hirer is responsible for the safety and wellbeing of participants at all times while in the centre.
16. The Hirer is obliged to ensure any Facilities and Equipment are operated and used in the correct manner.
17. The Hirer shall be responsible for their participants use of the Facilities and Equipment.
18. The Hirer must notify the Trust Company immediately if any Facilities or Equipment are not fit for use or become damaged during use.
19. The Hirer is obliged to indemnify the Trust Company for the cost and associated costs of repairing, replacing or restoring any damage to the Facilities or Equipment caused by a deliberate or negligent act of the Hirer or their participants.
20. The Hirer must ensure that the appropriate qualifications have been obtained to coach or instruct a sporting activity. Scottish Rowing reserves the right to ask the Hirer to provide

Scottish Rowing Centre – Terms & Conditions

evidence of any coaches, leaders or instructors qualification(s) at any time (including at the time of booking allotted).

21. The Hirer must be present during the entire booking time allotted.
22. The Hirer is responsible for ensuring an appropriate ratio of coaches, leaders or instructors to participants is maintained at all times whilst present at the Centre.
23. You are responsible for the behaviour of your participants while on the premises. Scottish Rowing reserves the right to ask any Hirer or participants to leave the Centre immediately if Scottish Rowing staff deem any behaviour to be inappropriate or unacceptable.

Liability and Indemnities

24. Scottish Rowing shall not be held liable for:
 - 24.1. any losses which are not caused by either a breach of these terms, non-compliance with duties under applicable legislation or negligence of the Trust Company in providing the Services or Facilities;
 - 24.2. any losses which were not foreseeable to both parties when this Agreement was formed. Loss is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both Trust Company and the Hirer knew it might happen or if you discussed the matter with Trust Company during the booking process;
 - 24.3. any loss of, or damage to, property, vehicles or tangible items left at the Centre; or
 - 24.4. any third-party loss or liability incurred as a result of any cancellation or use of the Facilities
25. The Hirer has liability for, and will indemnify Scottish Rowing for, any loss, liability, costs (including legal costs), damages and/or expenses incurred by Scottish Rowing arising from any breach by the Hirer, of any of the terms set out in these Terms and Condition, including any negligent or reckless act or omission in connection with the use of the centre and you will maintain in force during your usage period full and comprehensive insurance cover with reputable insurers acceptable to Scottish Rowing in respect of your use of the centre.

Conduct

26. Scottish Rowing believes in protecting the rights of athletes to participate in clean sport. All Hirers should understand and comply with the Anti-Doping rules and be 100% sure of any medication or supplement they may take.

<https://www.ukad.org.uk/resources/document/uk-anti-doping-rules>

Scottish Rowing Centre – Terms & Conditions

27. Scottish Rowing expects the same level of care to be taken by the Hirer as set out in our own policy for the Wellbeing and Protection of Children and Young People. The Hirer is obliged to adhere to these standards.
28. The Hirer will ensure all Hirers follow the published operating procedures set out in Appendix 1 for the facility

Hires when the facility is unmanned.

29. The Hirer is responsible for the safety of participants when on site and must complete a building induction.
30. The site is to be left secure at all times and the Hirer is responsible for locking up and securing the building.
31. The Hirer (or a participant attending the session) is required to hold an emergency first aid qualification. Scottish Rowing reserves the right to ask for evidence of qualifications.
32. The Hirer is responsible for reporting any health and safety or first aid/medical incidents which occur while on the premises using the incident reporting form on the Scottish Rowing Centre webpage (QR code available). Hard copies are also available from the desk in the centre.
33. Behaviour that could potentially cause damage or injury to others is strictly prohibited.
34. If the Hirer has been issued with a key code to access the facility when it is unmanned please note the following:
 - 34.1. The issued key(s) is the property of Scottish Rowing. The key is issued only for the purpose set out in this agreement and it must not be loaned or otherwise provided for the use of anyone else under any circumstances.
 - 34.2. The key should be returned to Scottish Rowing by place in the wall mounted lockbox prior to exiting the building following completion of the booking.
 - 34.3. No copies of the key are to be made under any circumstances.
35. The Hirer is responsible for reporting any damage done or observed while on the premises using the damage reporting form on the Scottish Rowing Centre webpage (QR code in the centre). Hard copies are also available from the desk in the centre.

General

36. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Scottish Rowing Centre – Terms & Conditions

37. The Trust Company reserves the right to amend these Terms and Conditions at any time and shall provide notice to the Hirer on such occasions. The Hirer is asked to observe any additional notices and signage displayed at the Centre.
38. The Trust Company or Hirer shall not transfer their rights and obligations under these terms, sub-let or sub-contract this Agreement to any other party or individual without the express written consent of the other party.
39. Except as set out in these Conditions, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
40. This Agreement is between the Hirer and the Trust Company. No other person shall have any rights to enforce any of its terms.
41. These Terms and Conditions and any documents referred to in them, including for the avoidance of doubt the Event Form, constitute the whole Agreement between the Hirer and Trust Company and supersedes any previous arrangement, understanding or agreement between us relating to the subject matter they cover.
42. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Scotland.
43. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

APPENDIX 1- Scottish Rowing Centre Operating Procedures

The purpose of this document is to specify the range of services provided by **Scottish Rowing** and the expectations placed upon Hirers of the Scottish Rowing Centre (“Centre”) and anyone for whom they are responsible.

All Hirers must ensure they are aware of the arrangements in place and that all users in their group adhere to **Scottish Rowing** policies and procedures.

1. For the avoidance of doubt the term Hirer refers to individuals who are not employed by **Scottish Rowing** but are permitted to access the Centre to run approved activities.
2. The term User refers to any individual using the Centre, its facilities or equipment.
3. Rubbish or recycling must be placed in the appropriate bins. If items are too large to fit in the bins then it must be removed from the site by the Hirer and at their expense.
4. At no time should the Hirer or any user proceed to move, assemble or dismantle any equipment.
5. The Hirer must follow all applicable Health and Safety notices displayed at the Centre.
6. For the safety and protection of all users of the Centre, any spillage of liquids by the Hirer or any person under their responsibility must be cleaned using the materials provided for the purpose. If this is not possible the area of spillage must be cordoned off.
7. Use of the site when under the influence of alcohol or substance abuse is strictly forbidden and any individual found in breach of this will be asked to leave the site immediately.
8. It is your responsibility to ensure the protection of any Adults at Risk using the Centre under their supervision.
9. Scottish Rowing requires all users and visitors to be aware of the Fire Evacuation Procedures which are available in Appendix 2 and are displayed in the Centre.
10. A First Aid kit is available at the front desk.
11. All users of the building are required to sign in and out using the book held at reception for this purpose.
12. Users must not use their own electrical devices in the building unless they provide written evidence that any electrical equipment used on the premises is appropriately tested. Heaters, toasters, kettles, fridges and cooking equipment are strictly forbidden unless specifically supplied by Scottish Rowing.

APPENDIX 1- Scottish Rowing Centre Operating Procedures

13. There are a number of areas where users and their visitors contribute to fire safety through good housekeeping, including:
 - a. **Electrical Equipment** – should be switched off and unplugged (where possible) prior to leaving the Centre. Particular attention should be paid to mobile phone chargers. Under no circumstance should electrical sockets be overloaded.
 - b. **Clear Gym Floor** – users must ensure the gym floor and training spaces are left clear and tidy when finished.
 - c. **Clear Walkways** – walkways and doorways should be kept clear at all times with nothing to be placed at fire exits at any time.
 - d. **Doors** – doors should be closed at all times to limit the spread of fire.
 - e. **Hazards** – any hazards or potential hazards should be reported to reception, e.g., faulty electrical equipment or frayed cables/wiring
14. CCTV - Scottish Rowing CCTV equipment is strictly for the prevention and detection of crime. A copy of the current policy is available from a member of reception team or on the Scottish Rowing Website.
15. Routine cleaning will take place regularly. The timing of this will be arranged to minimise disruption to building users and reduce the risk of slips on wet floors or trailing cables.
16. Users are wholly responsible for keeping kitchens clean and tidy at all times
17. Users are required to adhere to these rules. Any issues arising will in the first instance be brought to the individual concerned verbally. If resolution is not reached at this stage the issue will be intimated in writing to You together with the required action.

Appendix 2 Fire & Evacuation Procedures

1	<p>The action employees or group leaders should take if they discover a fire.</p> <p>Immediately raise the alarm by breaking the fire alarms, raising awareness to anyone in the toilet areas/meeting room</p> <p>Tackle the fire if possible with appliances available in location without taking personal risks.</p>
2	<p>How will people be warned there is a fire</p> <p>The fire alarms will alert users that there is a fire. On spotting a fire, staff/group leaders should immediately raise the alarm if possible by shouting that there is a fire and try to evacuate the building.</p>
3	<p>How the evacuation of the building will be carried out</p> <p>Everyone in the building should leave by the nearest safe exit and report to the assembly point by the main gates in the car park. The door access system can be released using the break glass point beside the doors.</p>
4	<p>Identification of escape routes</p> <p>There are three fire exits, one in the main gym area, one beside the rowing tank and the main front door. All fire exits are marked.</p>
5	<p>Firefighting equipment</p> <p>Fire extinguishers are located by the fire alarm call points at the main entrance, next to the reception desk and at the rear door adjacent to the rowing tank.</p>
6	<p>Duties and identity of employees with specific responsibilities in the event of a fire</p> <p>On hearing the alarm</p> <p>All staff will usher visitors out of the building and assemble at the muster point.</p> <p>Fire marshals will ensure that:</p> <ul style="list-style-type: none"> • The office is cleared of people • Sign in registers are collected on the way out • The Fire Brigade is called • A roll call is made to ensure everyone is out of the staff areas
7	<p>Arrangements for the safe evacuation of people identified as being especially at risk such as, contractors, those with disabilities, members of the public, facility users</p> <ul style="list-style-type: none"> • Facility users: The accredited coach leading the activity is responsible for ensuring that the members of their group leave the building by the nearest exit

Appendix 2 Fire & Evacuation Procedures

	<ul style="list-style-type: none"> • Contractors: must be given information about fire procedures and leave the building at the nearest exit • People with disabilities: Specific arrangements may need to be made for those with disabilities. •
9	<p>How will the emergency services and any necessary emergency service be called?</p> <ul style="list-style-type: none"> • The breaking of the fire alarms will notify the fire brigade • The fire marshal on site or in the absence of a fire marshal the accredited coach in charge will dial 999 and ask for the fire brigade or other emergency service as appropriate.
	<p>Procedures for liaising with the Fire Brigade on arrival and notifying them of any specific risks e.g. the location of any flammable materials or chemicals</p> <p>A fire marshal will liaise with the fire brigade on their arrival.</p>
	<p>The following arrangements and training is given to staff at the centre</p> <ul style="list-style-type: none"> • All staff: Fire drills will be carried out twice a year. • All staff: Fire briefing once a year (may be in conjunction with fire drill) • The fire alarm is tested weekly. • Fire marshal training for designated fire marshals • Record of training to be kept within Fire Manual • Training to be reviewed annually and planned into budget
	<p>The following arrangements and training is given to accredited coaches running activities at the centre</p> <ul style="list-style-type: none"> • Fire drills will be carried out twice a year • Fire briefing as part of induction