

TERMS & CONDITIONS

THE HERIOT'S CENTRE FOR SPORT AND EXERCISE LTD (HCSE)

Definitions

In these terms and conditions

"User" means any person who uses any part of the Heriot's Centre for Sport and Exercise ("HCSE") including pupils and staff of George Heriot's School, people attending classes and other activities organised by any person or organisation, and spectators.

"The Hirer" means any person, club or organisation which hires any facility or activity operated by The Heriot's Centre for Sport and Exercise Ltd.

Modifications

We reserve the right to change, modify, or otherwise alter the Terms and Conditions at any time and at our sole discretion without specific notice. Any updates to the Terms and Conditions will be posted on our noticeboard and website. Please review the Terms and Conditions periodically. Continued use of HCSE following any change, modification, or other alteration to the Terms and Conditions shall constitute acceptance of the revised Terms and Conditions.

Liability Disclaimer

1. Any User using the HCSE and any of its facilities does so at their own risk. HCSE accepts no responsibility for injuries, however caused, nor for loss or damage of personal property. Users are advised that it is their responsibility to ensure that he/she has such levels of fitness and general health as will allow the use of the facility or activity booked without injury or accident.
2. The HCSE accepts no responsibility in respect of any activity organised and/or provided by a third party provider.
3. The HCSE can accept no liability for injury or accident other than in accordance with such duty as is implied by the Occupiers Liability (Scotland) Act 1960 as amended from time to time. No warranty is given that the premises are reasonably safe for the purposes for which the User is admitted.

Use of HCSE Facilities

1. Each User is entitled to use the HCSE facilities subject to these terms and conditions and any additional terms and conditions relating to individual facilities – for example, the Fitness Suite.
2. HCSE reserves the right to change or withdraw all or part of the facilities for any period where they are required for tournament, maintenance or other activities.
3. Any Hirer or User who is in charge of an organised activity must hold Public Liability Insurance, a copy of which should be provided to the HCSE Manager before the hire.

Children

1. Children under the age of 16 are required to be supervised at all times whilst in HCSE by a responsible person who is aged 16 years or over.
2. Children under the age of 16 years may not use the Fitness Suite.
3. Children aged 6 years or over must use the changing facilities designated for their sex.

Behaviour

Users are required to use the facilities and equipment with care and consideration for other Users and for staff. Offensive, reckless, dangerous or otherwise unacceptable behaviour or language will not be tolerated and the User may be asked to leave.

Food & Drink

Only a plastic re-sealable bottles can be used in the Sports centre. No food can be taken in to the Sports Hall, Dance Studio or the Fitness Suite. There are water fountains available in the Sports centre.

Smoking/Alcohol

No smoking or alcohol is allowed in any part of HCSE or George Heriot's School campus

Opening Hours/Sessions

1. HCSE will determine the opening and closing times for the Centre and individual facilities which may change at any time for operational reasons. Please note that during weekends and out of term time

opening hours may be dependent on bookings. Please contact the Sports Centre of opening times for the Sports Centre.

2. One session is 60 minutes, which includes equipment set up time before and after the activity.

Booking/Payments/Deposit/Cancellations

1. Booking enquires should be made via email sportscentre@george-heriots.com or by phone during opening hours of the HCSE.
2. Hirers will be asked to complete and return a signed booking form.
3. All accepted bookings will be confirmed in writing, by email or letter, by the HCSE Manager.
4. Hire of the facilities does not include equipment unless agreed as part of the booking.
5. Any single bookings (excluding 'one of' full day/package deal bookings) must be cancelled no later than 48 hours before the date of the booking. Cancelling a single booking less than 48 hours before the date of booking incurs a 100% charge. Any sessions within a Block Booking (Block booking is 6 or more sessions booked at the same time) must be cancelled at least 1 week (7 days) prior the actual date of the session. Cancelling a block booking session less than 1 week (7 days) before the date of session incurs a 100% charge. 'One of' full day/package deal bookings must be cancelled at least 2 weeks (14 days) before the date of booking. Failure to inform us of a cancellation of any booking also incurs a 100% charge.
6. Charges for use of the facilities are reviewed from time to time and may change without notice.
7. Repeat booking is not automatic.
8. Bookings can be taken up to one year in advance.
9. Payment must be made in full before the use of facilities.
10. Payment online must be made to The Heriot's Centre for Sport & Exercise Ltd bank account before the use of the facilities. Account details: Bank of Scotland, 80-02-24, 06006180
11. The deposit payment is taken for 'One of' full day/package/block deal bookings, including birthday parties, the deposit payment is paid with the completion of the booking form or no later than 5 days after completion of the booking form. This deposit payment is non-refundable.

Disabled Persons

1. All of the facilities are fully accessible, however, for Health and Safety reasons, it is important that a User informs us of any special requirements at the time of booking and prior to using the facility.

Changing Rooms/Showers/Lockers/Towels

1. There are 2 sets (male & female) of changing rooms – on the ground floor and first floor. You will be allocated a changing room at the time of your booking depending on the facility booked.
2. Changing rooms are not locked. HCSE does not accept responsibility for any of your items or valuables left in the changing rooms or showers. Lockers for valuables are available at the reception area. Padlocks are not provided. These lockers must be emptied at the end of each session.
3. Several groups/individuals may use changing facilities at any one time.
4. Children aged 6 years or over must use the changing facilities designated for their sex.
5. Towels are not provided.

Lost Property

1. HCSE reserves the rights to dispose of any item of lost property not claimed after three months.

Equipment/Dress

1. Only approved equipment may be used. HCSE reserves the right to prohibit the use of equipment deemed unsuitable.
2. Non marking gym or training shoes must be worn in the Sports Hall, Dance Studio and Fitness Suite
3. Shoes worn for taking part in an activity must be clean- mud, grass and sand free.
4. Users should be appropriately and suitably dressed for the sport or activity in which they are engaged.

Parking

1. There is no parking available at the HCSE.
On street parking is available in the Grassmarket: Mon – Sat 8.30-18.30 & Sun 12.30-18.30 at £5.50 per hour or free outside these hours.

Access to the HCSE

1. Access to the HCSE is via Hunters Close in the Grassmarket.
2. The main entrance gate is controlled by an access control system. The buzzer needs to be pressed for the gate to be opened for you. To leave the premises press the 'green exit' button before opening the gate.

3. Only Users with a confirmed booking will be permitted access.

Access Restrictions

1. Users are not allowed to enter the area behind the reception desk, Staff only areas, the Sports Hall and Dance Studio equipment store rooms, plantrooms, cleaning equipment cupboards or any other restricted part of the building without permission of HCSE Management/Staff.
2. Users are not allowed to enter any other buildings within the George Heriot's School campus while using the HCSE.

Animals

1. In the interest of safety and hygiene, dogs and other animals are not to be admitted to the HCSE. The only exception is for Guide or Hearing Dogs.

CCTV

1. For the purpose of crime prevention and public safety CCTV cameras are in operation.

Video Recorders/Cameras

1. No photography or filming is permitted without obtaining prior permission from the manager or a member of staff in charge. HCSE reserves the right to refuse any request at any time.
2. Permission will only be given under the following circumstances and provided the guidelines are adhered to:
 - The photograph/film is of a specific person e.g. someone taking a picture of their child/ren participating in an activity and the photographer places the subject in such a way that no-one else is in the shot without their permission.
 - A group/team shot where all involved have given permission.
 - A photograph or film taken by a coach for legitimate teaching purposes.
3. All such photos/films should not be kept for longer than necessary and should be used in accordance with Data Protection legislation and guidelines.
4. Anyone granted permission to take a photograph/film must be briefed by the manager or a member of staff in charge. Permissions will be required for any subsequent photographic/filming sessions.
5. HCSE marketing photos will be taken at special publicised times. Permission will be sought from individual members before any photographs are taken. Any such photographs will be used in accordance with our Privacy Policy.

Fire Drill

1. Fire evacuation procedures, routes and designated assembly points are clearly displayed throughout HCSE and Users are advised to familiarise themselves with these.
2. HCSE reserves the right to hold practice alarm drills from time to time in order to test procedures.
3. Emergency Exits must not be used except in an emergency. Unauthorised use of fire doors, fire exits or fire fighting equipment may result in immediate expulsion from the HCSE.

Management of the Facility

The Management structure is as follows:-

The Sports Centre Manager has overall control of the Heriot's Centre for Sport and Exercise. A Sports centre Assistants will be available to deal with any day to day issues. The facility will be checked for cleanliness and operational safety of the equipment daily. Problems experienced with the equipment should be reported in the first instance to the member of staff in charge at the time. Any complaint or issue which may arise and is not immediately resolved should be referred to the Sports Centre Manager.

Accidents

We take very seriously the Health and Safety of all Users of HCSE and have carried out full risk assessments and created operating procedures. In the event of any accident the member of staff in charge at the time must be notified immediately and an Accident & Injury Report Form should be completed.

Legal compliance

By signing the booking form you acknowledge, understand and agree to the Terms and Conditions of the Heriot's Centre for Sport and Exercise Limited.