



# West Lothian Cycle Circuit Bookings T&Cs



## 1) Block Booking Administration

- a) All applications for bookings at West Lothian Cycle Circuit must be made on an official application form or through the recognised online platform. At least seven day notice shall be given for hire of the facilities.
  - (1) All applications must state the specific areas of accommodation within the facility required for the let.
  - (2) All applications must state the specific equipment or requirements for the let.
- b) The receipt of an application does not constitute an acceptance of the application by Linlithgow Community Development Trust (LCDT). The premises shall not be deemed to be let until the applicant has received confirmation in writing from LCDT.
- c) All applicants must be over the age of 18 years and proof of identity/age may be required.
- d) West Lothian Cycle Circuit block bookings run from April to March. Unless indicated by either party the option to renew will be made available for the forthcoming year and will be reviewed in March of each year
- e) Bookings for West Lothian Cycle Circuit can be made up to one year in advance of date of booking.
- f) Block bookings are NOT granted entirely on a first-come-first-served basis. Each application is evaluated and the final decision to permit the booking will lie with LCDT
- g) All bookings made in respect of West Lothian Cycle Circuit are subject to the times stated on the booking form. Hirers must ensure that the facility is cleared at the appropriate time. Entry to the facility will be from the time specified on the application for let. Additional time will be charged after the event, if necessary.
- h) No application for let will be accepted while any accounts for payment by the hirer to LCDT remain outstanding outside of the standard payment terms.

## 2) Payment of block booking Sessions

- a) All block bookings will be invoiced on a monthly basis with payment required by BACS Transfer or Direct Debit within 30 days of receipt. If payment is to be by direct debit this will be payable on the 1st of each month.
- b) LCDT reserve the right to charge for any damage to the circuit caused by the hirer or participants of their session
- c) Any Hirer booking for the first time will be asked to pay a deposit which will be refunded once 3 consecutive invoices have been paid on time and in line with the payment schedule.

## 3) Payment of Special Events Sessions

- a) For all other bookings (short term or special events) 50% of the hire charge will be invoiced at time of booking and the remaining 50% to be paid one month prior to the event.
- b) LCDT reserves the right to bill additional charges as a result of any damage or additional outlay caused as a direct result of that let.
- c) Failure to pay any accounts within 30 days of the scheduled payment date may result in further availability of premises being refused until the account is paid. When necessary, legal action may also be pursued.

## 4) Cancellation

- a) LCDT reserves the right to cancel a let without being liable for compensation.
- b) Notification of hirer's intention to cancel or alter a let must be made in writing.
- c) In the event of cancellation by the hirer the following charges are payable:
  - (1) Cancellation up to 14 days after the date of booking can be made, where a full refund will be given providing those 14 days do not breach the rules below
  - (2) Cancellation from date of application of booking, up until 31 days prior to event will incur a charge of 25%
  - (3) Cancellation within 30 days or less of the booking will incur a charge of 50% of the overall booking.
  - (4) Cancellation within 7 days or less of the booking will incur a charge of 100% of the overall booking.

## 5) Cancellation due to severe weather

- a) Hires will be entitled to cancel any event or booking if the met office issue an amber weather warning or higher that covers the area of the West Lothian Cycle Circuit at a time that would significantly impact the booking and its participants. In such a circumstance and in the interest of safety LCDT will not make any charge for the cancellation and any funds already paid will be refunded if an alternative date cannot be found to rearrange the session. All requests for cancellation should be made prior to the event and directly with LCDT.
- b) Where a hirer wishes to cancel a booking due to predicted inclement weather. The above cancellation charges will apply.

## 6) Monitoring & Notice Periods

- a) Should LCDT deem that any block booking is continually abusing the block booking system in any way then LCDT retain the right to cancel that block booking with a minimum of 7 days' notice in writing.
- b) Should LCDT require any area of their facility that is normally used by a block booking for the purpose of a special event or similar, LCDT may discuss this with any booking affected with a minimum of 7 days' notice period to see if additional events can be accommodated.



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- c) LCDT is not obligated to provide or seek alternative premises for any cancellation, however, will liaise with and support the customer in trying to do so if assistance is sought.
- d) LCDT reserve the right to amend pricing at any stage and will publish all price changes, and it is the responsibility of the block booking applicant to remain conversant with any changes relevant to their booking. If as a result of a price change any booking wishes to cancel, they should inform LCDT within 14 days of the price change to ensure no cancellation charges are applied. Failure to cancel within 14 days of a price change will result in the standard cancellation procedure being applied

## 7) Applicants Responsibilities

- a) The block booking customer must only use the area designated for the block booking and at the times specified. LCDT reserve the right to charge for any time and area outside of the agreed booking if the customer uses such facilities.
- b) The person responsible for the block booking must pay for all facility equipment that is damaged through improper use. This payment will be due no later than 7 days after the damage has occurred.
- c) Any form of anti-social, abusive or aggressive behaviour is strictly forbidden and may lead to the termination of future bookings.
- d) In the event of LCDT receiving a complaint that relates to the booking. LCDT require that the hirer cooperate fully with them in order to investigate, and where possible find a suitable resolution. If the complaint results in LCDT incurring specific costs. LCDT reserve the right to pass those costs onto the relevant hirer for which the complaint relates to, if they are found to be at fault.

## 8) Hirers Conditions

- a) All sports coaches must hold a recognised governing body qualification of a suitable standard for coaching relevant to the activity and organisation. These qualifications must be presented upon request at any time.
- b) All clubs booking the facilities must have at minimum, an **Emergency First Aid qualified person present and be able to provide their own first aid provisions during every session**. These qualifications must be presented upon LCDT management request at any time. All constituted clubs must be able to provide the Club Constitution upon request.
- c) Any breaks in regular block booking (such as school holidays where participant numbers may drop to the extent where bookings over the period of the holiday may be compromised) should be discussed with LCDT at the time of booking. Such arrangements will be granted on an individual basis and at the discretion of LCDT.
- d) Proof of adequate Insurance for the club is also required at time of booking and LCDT reserve the right to ask for a copy.
- e) The hirer must conduct a risk assessment prior to the activity taking place and a safety check before the session commences. LCDT reserve the right to request a copy of such risk assessments to ensure compliance with this term and condition and to ensure the safety of circuit users. If issues are found that relate to the facility. Hirers are required to inform LCDT so action can be taken to avoid future issues.

## 9) Child Protection Policy

- a) The hirer is required to ensure compliance with their child protection policy. These policies must be presented upon request.
- b) Should the hirer not have their own child protection policy they should comply with LCDT's child protection policy.
- c) Failure to comply with the given child protection policy will result in the termination of the let without LCDT being liable.

## 10) Loss, injury or damage

- a) The hirer is responsible for any loss or damage to the cycle circuit including fencing, gates, lighting, electrical switches, tarmac, cobbles, grass, road markings, signage, security systems and storage facilities due to misuse or vandalism caused by their participants, organisation members or spectators.
- b) The circuit must be left in the way it was found, if the activity introduces dirt or mud to the tarmac, it must be cleaned before the end of the let. Failure to do so will result in LCDT making suitable arrangements for remedial work which the hirer will be charged.
- c) The hirer is advised that LCDT can accept no responsibility in respect of loss or theft of articles from the premises during the let or of any articles left on the premises at any time.
- d) LCDT accepts no responsibility for any loss or damage, including personal injury and death.
- e) The hirer is required to have relevant insurance for all operations that covers loss or damage of property and covers death or injury of persons in the facility during the period of hire. This includes but is not limited to public liability insurance
- f) The hirer must indemnify LCDT against any loss or damage as described within these conditions
- g) In the event of a serious injury. Hirers are required to notify LCDT so that information can be added to an accident register and used for risk assessment purposes. In these situations personal details of the individual injured will not be required or retained.

## 11) Equipment

- a) All equipment brought into the West Lothian Cycle Circuit by hirer must be removed at the end of the booked session unless otherwise authorised by LCDT. Any equipment / property stored on the premises is left at the risk of the hirer and LCDT will not accept responsibility for any loss or damage.



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- b) All rubbish created by the hirer and its participants must be removed at the end of the booked session unless otherwise authorised by LCDT. If rubbish is left on the circuit after a booking. LCDT will arrange for it to be cleared away, and the cost of this will be passed onto the hirer.
- c) The erecting and dismantling of all equipment necessary for the purpose of the hire is the responsibility of the hirer and must be carried out during the times of the hire, unless agreed in advance with LCDT.
- d) It is the hirers responsibility to ensure that any electrical equipment brought into the facilities has the appropriate PAT certification; copies of the PAT certificates may be requested on or before the event.
- e) Vehicles, other than those of the emergency services are not permitted on the circuit without the explicit consent of LCDT. Please specify any such requirements at the point of booking.

## 12) Data and insight gathering

- a) In order to effectively monitor usage of the facility. LCDT will request some monitoring data on participants, coaches and volunteers, this will not include the requirement to share personal data just overall numbers. Hirers are expected to comply with any such requests and failure to do so may affect future ability to book the facility

## 13) General

- a) The hirer will be required to remove all reasonable waste from the environment of the facility and where necessary make special arrangements for its removal before final vacation of the premises.
- b) Advice and instructions of LCDT staff must be strictly adhered to at all times during the let.
- c) LCDT or persons authorised by LCDT shall have the right to suspend or take action at their discretion on any matter which, in the opinion of the officers, does not comply with the terms of these conditions, or which they consider necessary in the interests of safety and good order or to deal with any contingency not covered by these Conditions of Let.
- d) The hirer shall not provide, sell or allow to be provided or sold any goods or other commodity on or off the premises without the prior written approval of LCDT.
- e) The hirer shall
  - (1) be obliged to obtain from Phonographic Performance Limited for any necessary licence(s) in respect of their use of sound recordings within the subjects of let, and
  - (2) to indemnify LCDT against any breach of copyright within the subject during the time of let.
- f) The hirer shall, by submission of the Booking Form, accept the conditions of let of which these conditions form part.
- g) LCDT reserves the right to terminate this agreement by notice in writing from the hire and at any time in the case of non-compliance with any of the terms and conditions of the agreement or for any other reason. In this respect LCDT shall not be under any obligation to pay compensation.
- h) The hirer shall not permit or allow any person to bring any intoxicating liquor or other alcoholic refreshment into the facility and to expel any drunken or disorderly person from the facility.

## 14) Racing or official competition

- a) All racing and official competitions must comply with the relevant governing body or authority in order to operate on the circuit. This includes but is not limited to compliance with
  - (1) Their Risk Assessment and rules of racing.
  - (2) Their insurance requirements
  - (3) Their qualification and standard for coaches and officials

## 15) Participants

- a) Participants must not warm-up using the leisure centre car park this includes using parking spaces for any form of static bike or training equipment.
- b) Participants attending the venue by motor vehicle are required to ensure that they only park in recognised parking spaces and the hirer is to inform all participants to park considerately if using surrounding residential areas.
- c) Where large numbers of participants and spectators are expected. The hirer should inform LCDT to see if overflow parking can be arranged.
- d) All users must follow the car park one way system.
- e) Where an event involves more than 100 participants, the hirer is expected to consider how they will marshal the car park to ensure the terms and conditions within this agreement are met. LCDT reserve the right to request these arrangements in advance.
- f) if your event requires additional car park access out with standard opening times, this should be highlighted at time of booking to arrange in advance as gate closure times will not change on the day without prior notice. Standard opening times are
  - (1) Monday – Thursday 06.00 -22.00
  - (2) Friday 06.00 -21.00
  - (3) Saturday 08.45 -18.00
  - (4) Sunday 08.15 -20.00