

TERMS & CONDITIONS OF USE



*99 Titchfield Street
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All persons entering the Centre, are required to comply with the rules and conditions of use. Entry to the Centre, or the use of any of the Centre's facilities is/are permitted on the condition that the rules and conditions and required policies are deemed to be incorporated into the contract so entered between the Centre and the individual whether they are members or pay as you go customers.

1. **ANY PERSON WHO IS WITHIN THE CENTRE FOR WHATEVER PURPOSE:-**

- 1.1 Shall be deemed to be a "user" of the Centre.
- 1.2 Shall comply with all the reasonable instructions and requests of the management of the Centre.
- 1.3 Shall refrain from conducting themselves in a way which may place themselves or any member of staff, or any other user of the Centre in any danger or risk of danger. Shall refrain from conducting themselves in any way which may interfere with the enjoyment of the use of the Centre by any other user or any staff member during the course of their employment.
- 1.4 Shall pay the full cost of any repair, replacement or reinstatement which may be occasioned by damage caused by him either to the Centre, or to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof regardless of whether such damage has been occasioned by the user or by any person under his care and control. The cost of any such repair, replacement or reinstatement shall be certified in writing by the Manager and such certification of the cost shall be final as between the user and the Centre. The user shall in addition indemnify the Centre against all loss that the Centre may sustain through its inability to let the Centre, or any part thereof, during the time taken to make good the said loss or damage.
- 1.5 Shall consume alcoholic refreshments only within the bar areas, when this area is licenced to do so, and not in any other part of the Centre, said refreshments must be purchased in the Centre.
- 1.6 Shall observe all conditions and regulations applicable to or attached to any licence which may be in operation at the Centre.
- 1.7 Shall not verbally or physically abuse any member of staff during the course of their visit to the Centre.

2. **IT SHALL BE PROHIBITED FOR ANY USER TO:-**

- 2.1 Bring into the Centre any alcohol or any dangerous or obnoxious article or substance. To take into the swimming pool, or into any changing room or activity area bottles, cans or glass or other such materials which may cause injury or harm.

- 2.2 Bring food into the Centre for consumption in the Centre without prior written consent from the Manager.
- 2.3 Bring into, or permit to remain in any part of the Centre, any dog, other than a guide dog, or any other animal, unless the Manager has given his prior written permission.
- 2.4 Sell, or attempt to sell, from within the Centre, any goods, articles or equipment of any kind whatsoever without the prior written permission of the Manager.
- 2.5 Put up notices or decorations at the Centre whether on the interior or exterior thereof without the prior written consent of the Centre Manager.
- 2.6 Take photographs of or at the Centre, or arrange for the filming or broadcast of any activity or performance taking place at the Centre, except with the prior written consent of the Manager.
- 2.7 Advertise or publicly announce, any event which is to take place at the Centre, until the manager has confirmed a booking in writing.
- 2.8 Alter or interfere with any equipment or fittings of the Centre, or the structure thereof.
- 2.9 Smoking including the use of E-Cigs is strictly prohibited in all areas of the Galleon Centre. There is strictly no smoking including E-Cigs in the External Fire Exits.
- 2.10 Use the swimming pool area without wearing a suitable swimming costume irrespective of age.
- 2.11 Wear or use any apparatus in the swimming pools which may cause harm to anyone using the swimming pool including but without prejudice to the generality of the foregoing, any masks, flippers, snorkels, or balls.
- 2.12 The following examples of behaviour are not acceptable within or around the facility.
 - Excessive noise e.g. loud or intrusive conversation or shouting
 - Threatening or abusive language involving swearing or offensive remark
 - Derogatory racial or sexual remarks
 - Malicious allegations relating to staff or visitors
 - Offensive sexual gestures or behaviour
 - Abusive alcohol, drugs or medically identified substance abuse
 - Drug dealing
 - Wilful damage to Galleon Centre property

- Theft
- Threats or threatening behaviour
- Violence
- Bullying and harassment
- Creating untidy areas by wilfully dropping litter
- Make offensive remarks on the Centre's Facebook page or Website

3. ADMISSION

- 3.1 The Management reserve the right to refuse admission to any person regardless of whether or not a fee has previously been paid in respect of entry and/or in respect of use of the facilities of the Centre.
- 3.2 The Management reserve the right to require any person to leave the Centre at any time, and shall not be bound to refund any fee paid for entry or for use of the facilities.
- 3.3 We welcome the opportunity to make all our customers aware of the following:- The Galleon Centre does not tolerate violence or abuse towards its employees. Any person abusing an employee of the Galleon Centre, either verbally or physically, may be subject to legal action and/or a restriction in service provision.

4. Child Protection

All clubs/groups who cater for young persons less than 16 years of age are legally required to have a Child Protection Policy in place. All Leaders, helpers and employees that have regular unsupervised access to children must be checked through Disclosure Scotland. The KLCT may, prior to accepting your let or, at any point during the course of the let, may require to see a copy of your policy. Failure to comply with this legislation may result in the cancellation of the booking and the Hirer will be liable for any associated costs.

5. Emergency Procedures

The Kilmarnock Leisure Centre Trust T/A The Galleon Centre has in place an Emergency Evacuation Procedure, Power Failure Procedure, Terrorists Threats and Bomb Warning Policy and every person must immediately follow any instruction(s) given by any member of staff to ensure the safety of both the public and staff in the Galleon Centre. Should the Emergency Services attend for any reason then any instruction(s) given by them must be followed by all concerned.

6. Equality and Diversity

The KLCT recognises that, in some circumstances, customers may have a mental health problem and/or other disability where it may be difficult for them to either express themselves or communicate clearly or appropriately. Where

unacceptable behaviour is evidenced under these circumstances the KLCT will consider the individual needs and circumstances of the customer and our staff before deciding on how best to manage the situation.

7. Social Media

All forms of Social Media including Facebook, LinkedIn, Twitter, Wikipedia and all other social networking sites including e-mails and letters as with telephone calls. The Galleon Centre recognises that our staff do not have to tolerate unacceptable behaviour communicated via e-mail, letter or social media networking sites. Where there is a legitimate request for information contained within the communication, irrespective of the language used, it is reasonable to provide that information. However, at the same time the customer will be warned that their conduct is considered to be offensive and will not be tolerated in the future.

Where not legitimate information is being requested, staff do not have to respond to an abusive e-mail, letter or comment on social media networking sites. However, it would be appropriate to issue a warning that this conduct is considered to be offensive and will not be tolerated in the future.

8. CHARGES

The General Manager reserves the right:-

- 8.1 To vary entry charges from time to time, without prior notification.
- 8.2 To vary or discontinue the availability of any or all of the facilities of the Centre, without prior notification.
- 8.3 To cancel the booking of any or all of the facilities of the Centre at any time.

9. LOSS OR DAMAGE TO PERSONAL PROPERTY

- 9.1 The Trust shall not be held liable for any loss or damage to wearing apparel, jewellery, money or any other personal property or effects of any user, howsoever such loss or damage is caused or sustained.

10. INTERPRETATION SECTION

For the purpose of these rules and conditions the following expression shall have the meanings hereby assigned:-

- 10.1 "The Centre" means the Galleon Leisure Centre situated at 99 Titchfield Street, Kilmarnock, and shall include the entire building, grounds, car parks and other facilities in the Centre.
- 10.2 "The Management" shall include any officer or employee of the Kilmarnock Leisure Centre Trust, whilst engaged in their duties as

such, or any person acting with their authority.

- 10.3 “The manager” means the General Manager of the Galleon Centre as appointed by the Kilmarnock Leisure Centre Trust, or his designated deputy.
- 10.4 “User” means any person who is present within the Centre regardless of whether they are using any of the facilities of the Centre, or whether or not a charge has been paid for entry or use of the facilities.
- 10.5 “Trust” means the Kilmarnock Leisure Centre Trust, constituted by the Deed of Trust granted by Kilmarnock and Loudoun District Council dated 13th October 1985 and recorded in Books of Council and Session for preservation on 16th January 1986.
- 10.6 Policies means any policy that refers to staff or customers/users of the Galleon Centre.
- 10.7 The above lists are not exhaustive and others may be added at any time as required by the Kilmarnock Leisure Centre Trust.

Failure to Adhere to the Terms & Conditions of use of Facilities

Any person requested to leave the centre or involved in any incident with any member of staff covered under the above policy should be aware of the following steps prior to re-entering the Galleon Centre to spectate or to use any of its facilities.

1. They will be contacted by either phone, e-mail (if known) or by post in the written form to be reminded of the complaint against them by any member of staff or another customer of the Galleon Centre.
2. A meeting will be arranged with the Depute or Operations Manager to further discuss the incident or complaint against them and to allow them to put forward their case and to refer to any witnesses who were present at that time.
3. The Depute or Operations Manager will hear from both the appellant and the complainant to ascertain the facts of the case and to question any witnesses.
4. Both parties shall leave the meeting and the Depute or Operations Manager will deliberate in private based on the facts of the case they have just heard.
5. If practical the Depute or Operations Manager will announce their decision to both parties at the conclusion of the meeting following the adjournment. If any event the decision will be confirmed in writing to both parties within five working days.
6. The appellant then has the right of appeal which must be in writing within 5 days of the date of the letter confirming the original decision.

7. A copy of the Customer Appeal Policy is available and outlines the process to be followed in any appeal to the General Manager or the Appeal Subcommittee of the Board of Trustees of the Kilmarnock Leisure Centre Trust should the General Manager chair the meeting as outlined in 2 above.
8. Once the decision has been made by the General Manager/Appeal Subcommittee the process is completed and there is no other avenue of appeal available.