

These terms and conditions will be enforced by Xcite and are binding on both parties. These terms and conditions cover the booking term 1st September 2025 – 31st August 2026 and are in relation to special events & ad-hoc bookings within Xcite core venues & school facilities. For clarity, the definition and some examples are listed below:

Special Event – a planned, often large-scale even organised for a specific purpose.

- Scheduled well in advance
- Often involves many participants
- May require permits or special approvals
- Full Day or partial day event
- Birthday Party

Ad-Hoc Booking – a spontaneous or short-notice booking made for temporary or one-time use.

- Made on short notice, not part of long-term planning
- Typically, small-scale
- Less formal or structured
- Football Match
- Extension of time on current block booking

General

1. The right to use the facility is subject to Xcite receiving an application on the required form and relevant supporting documentation, by the proposed hirer undertaking to comply with these conditions.

Payment

By Direct Debit (existing block booking customers only)

2. The hirer shall agree to pay Xcite by direct debit the appropriate fees set out in a monthly statement, which will be for completed extended let use from the previous month.
3. The statement will be sent 14 days prior to collection giving notice of collection of charges to be taken on or around the 1st of the month following the special event/ad-hoc booking.
4. If the payment collection fails on or around the 1st, Xcite will attempt to collect again on or around the 18th of the same month. If the second payment attempt fails, hirers will receive notification of a further 7 days to contact Xcite bookings team (xcitebookingsteam@westlothianleisure.com) to settle outstanding statement. Failure

to settle debts after this period will result 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, your block booking space will be made available permanently to interested parties.
6. In the event the hirer has three separate occasions of suspension, the block booked space will be removed permanently and thereafter made available to other interested parties.
7. Any queries raised by the hirer in relation to their statement must be done within 14 days of receipt of statement. Please note, no copies of statements are held by the Xcite booking team.
8. Any additional usage over and above the original booking request will be subject to additional charges.

Non-Direct Debit (hirer without regular block booking)

9. Either full payment or a deposit will be made within 24hrs of the time of booking. Full payment will be required if your booking is less than £250. For bookings that cost more than £250, you will be required to pay a deposit of 50%, with the remaining 50% being paid within 7 days of the event taking place
10. The deposit/full payment will be added to the hirer account at time of booking, and the hirer must make payment on the portal within 24hrs. If payment is not made within 24hrs, the booking will be removed.
11. The special event/ad-hoc booking is not final until the hirer has received confirmation.
12. If the special event/ad-hoc booking is out with normal operating hours (this will be highlighted at time of booking) the booking slot will be held until this has been discussed and agreed internally. The booking is not finalised until confirmation has been sent from Xcite to the hirer.

Monitoring & Notice Periods

13. Ad-hoc bookings can only be made 14 days prior to the event taking place.
14. Xcite reserve the right to change the time and area of the special event/ad-hoc booking by giving the hirer a minimum of 14 days' notice. In exceptional circumstances for bookings in schools, this may be less due to school requirements.
15. Xcite reserves the right to cancel any booking 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.
16. The hirer is required to give a minimum of 14 days' notice for special events and 7 days' notice for ad-hoc bookings by contacting the bookings team on xcitebookingsteam@westlothialeisure.com for cancellations. If cancellation occurs

after these specified timeframes, the full payment will be charged, and any deposits or prior payments will be non-refundable.

Responsibilities for Core Venues and Schools Facilities

17. Hirers will use the premises solely for the purpose(s) stated in the booking 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 Xcite staff.
18. The hirer will vacate the activity area at the time that their special event/ad-hoc booking ends without exception. Any recovery time, cool downs or discussions must be done during the hirers booking time. Any delays in vacating the area at the agreed time may result in additional charges incurred.
19. The hirer will co-operate fully with Xcite staff in interests of public safety and abide by any safety instructions given by staff.
20. Any form of anti-social behaviour is strictly forbidden and could lead to the refusal of future bookings. This includes, spitting, excessive foul language, shouting, aggressive behaviour, and disregard for other customers or staff using Xcite facilities.
21. 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 for future bookings. The hirer will also be liable for the cost of repair and/or replacement of damaged items. This payment will be due no later than 7 days after the lead booker has been informed of the due payment.
22. Xcite will not be liable for any loss or damage to any personal property of the hirer during the period of hire.
23. The hirer agrees to raise disputes relating to any part thereof this agreement or service delivery solely and directly with the Xcite Bookings Team.
24. Hirers are not permitted to allow animals into facilities other than a guide dog.
25. The use of any flammable material or naked flames is prohibited within the facility. (e.g. sparklers, candles, incense, insect burners/coils).
26. In the event of an accident the hirer must report the incident to site staff and ensure an accident form is completed.
27. Smoking/vaping is not permitted within the grounds including outdoor areas. The hirer will ensure this is adhered to with all participants including spectators.
28. The drinking of alcohol is strictly forbidden on premises unless discussed and agreed at time of booking. If hosting a match or game, the home team will ensure this is adhered to with a failure to follow resulting in booking cancellation.
29. The use of illegal substances is strictly forbidden on any premises.
30. Any person including coaches, volunteers and referees etc 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.

31. If the booking 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.
32. Any person leading the booking must be a minimum of 18 years old.
33. It is the hirer's responsibility to ensure all risk assessments are in place. These must be submitted at time of booking. Birthday Party Bookings - If you plan to bring a bouncy castle for a birthday party, you must submit the following documents in advance
 - A. A risk assessment provided by the bouncy castle company
 - B. A copy of the company's public liability insurance documents

These documents are required to ensure the safety of all attendees and must be approved before the event.

34. Access to the building should only be through the main Xcite entrance when group members are arriving.
35. 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.
36. It is the responsibility of the hirer to ensure that all persons involved in their activities are familiar with the Emergency Plan.
37. Fire exits should not be used at any time other than in the event of an evacuation.
38. It is the hirer's responsibility to maintain a fire register during the period of hire. This includes keeping a record of all individuals present on the premises to ensure everyone can be accounted for in the event of an emergency evacuation.
39. The hirer must abide by the maximum capacity numbers for bookings.
40. All lifeguards must hold a valid in date qualification, either an NPLQ, NRASTAC or the STA Pool Lifeguard who must be present on poolside and not in the pool with participants. These may be requested at any given time.
41. If your booking is a Gymnastics, Dance or Fitness class booking, under The Copyright, Designs and Patents Act 1988, permission is needed from the relevant copyright holders – those people who create music – in order to play or perform music in public. We are therefore liable for PPL PRS to allow the use of music. At time of booking, you will be required to indicate if you will be using music during your booking and if so, the cost involved for this will be charged back to your club. Further information can be found [here](#) and the cost of this is detailed below:

2.2.1 Fitness classes

| Royalty Rate (standard) |
|-------------------------|
| £2.27 per class |

2.2.2 Dance lessons

| Royalty Rate (standard) |
|-------------------------|
| £1.45 per class |

Responsibilities - School Facilities Only

42. It is the hirers responsibility to check opening times during school holiday periods referred to in the schools calendar.
43. If your special event/ad-hoc booking is the last booking (i.e. 21:45 weekdays) you will not have access to showering or changing facilities. For weekends, hirers are advised to double check when last bookings are at point of booking.
44. Booking form contact details may be shared with West Lothian Council for non-commercial purposes.
45. It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken.
46. 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.
47. In the event of school maintenance issues out with the control of Xcite, clubs will be offered a free cancellation of their booking until the facility is operating at optimum levels.
48. Participants must remain only in the area they have let and are not permitted to walk around the school.

Club Conditions

49. 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.
50. Proof of adequate insurance for the club is required at the time of application. This will be uploaded to the application form.

Photography & Video

51. Photography and video within the activity areas is allowed if it involves your members only and consent is given. It is the responsibility of the Hirer to manage this with participants, coaches, volunteers and spectators.

Important Notes

52. The hirer agrees to abide by these conditions of hire by signing the special event/ad-hoc booking application. With the named organisation responsible for paying any charges.
53. If at any point there is a breach of any of the terms and conditions, a member of Xcite 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.

54. Xcite 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](#).

55. Xcite 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.

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: | |
| Signature: | |

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