

These terms and conditions will be enforced by Xcite and are binding on both parties. These terms and conditions cover the booking term 1<sup>st</sup> September 2025 – 31<sup>st</sup> August 2026 and are in relation to Xcite school facilities which include:

- Deans Community High School
- Inveralmond Community High School
- Armadale Academy
- Linlithgow Academy
- St. Kentigern's Academy
- St. Margaret's Academy
- The James Young High School
- West Calder High School
- Winchburgh Sport & Wellbeing Hub

### **General**

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

### **Payment**

#### **By Direct Debit**

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 1<sup>st</sup> of each month.
4. If the payment collection fails on or around the 1<sup>st</sup>, Xcite will attempt to collect again on or around the 18<sup>th</sup> 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](mailto: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, the space will be made available permanently to interested parties.
6. In the event the hirer has three separate occasions of suspension, the 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 usage set out in the extended let agreement at the time of booking will be subject to additional charges.

### **Monitoring & Notice Periods**

9. Xcite reserve the right to change the time and area of the extended let booking by giving the hirers a minimum of 14 days' notice. This could be a permanent change or a one-off change for an event.

10. Xcite reserves the right to cancel any extended lets 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.

11. For permanent cancellations of block bookings (this does not include one-off cancellations – see point 12), the let holder is required to give a minimum of 28 days' notice by contacting the bookings team on [xcitebookingsteam@westlothianleisure.com](mailto:xcitebookingsteam@westlothianleisure.com) In the event of a late cancellation (i.e. less than 28 days) by the hirer, a cancellation charge of the full 28 days' notice will be required.

12. For one-off cancellations of sessions within a block booking, the let holder is required to give a minimum of 7 days' notice by contacting the bookings team on [xcitebookingsteam@westlothianleisure.com](mailto:xcitebookingsteam@westlothianleisure.com). Note this cannot be in conjunction with a booking that is linked to 28 days' notice periods. The total amount of cancellations within the booking term is 15 per session (pro-rata\*) and will be confirmed with you at time of booking. For example, if you have a block booking for a Monday and Friday and cancel the Monday session for one week, you would be allowed to cancel a further 14 sessions on the Monday and still have the ability to cancel 15 sessions on the Friday.

\*in relation to pro-rata, if you detail holidays at time of booking, these will be deducted from the allowance and confirmed with you in your confirmation of booking.

13. If you would like to reschedule your let to a different day/time/venue, you must first cancel it by following the cancellation process. A new booking form must then be submitted for the alternative day/time/venue you would like.

### **Responsibilities**

14. Hirers will use the premises solely for the purpose(s) stated in the extended let 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. If there is no staff on site, please contact Xcite bookings team ([xcitebookingsteam@westlothianleisure.com](mailto:xcitebookingsteam@westlothianleisure.com))

15. The hirer must vacate the activity area at the time that their extended let 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 the extended let being removed or additional charges incurred.

16. The hirer will co-operate fully with Xcite staff in interests of public safety and abide by any safety instructions given by staff.

17. Any form of anti-social behaviour is strictly forbidden and could lead to the termination of the extended let. This includes, spitting, excessive foul language, shouting, aggressive behaviour, and disregard for other customers or staff using Xcite facilities.

18. 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 of the agreement and liability for full payment of any outstanding periods of hire pending investigations. 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 club has been informed of the due payment.

19. Xcite will not be liable for any loss or damage to any personal property of the hirer during the period of hire. Please note there is no storage available within the schools facilities and all equipment should be removed at the end of booking.

20. The hirer agrees to raise disputes relating to any part thereof this agreement or service delivery solely and directly with the Xcite Bookings Team ([Xcitebookingsteam@westlothianleisure.com](mailto:Xcitebookingsteam@westlothianleisure.com)).

21. Hirers are not permitted to allow animals into facilities other than a guide dog.

22. The use of any flammable material or naked flames is prohibited within the facility. (e.g. sparklers, candles, incense, insect burners/coils).

23. In the event of an accident the hirer must report the incident to site staff and ensure an accident form is completed. If no staff available, please email Xcite Bookings Team ([Xcitebookingsteam@westlothianleisure.com](mailto:Xcitebookingsteam@westlothianleisure.com))

24. Smoking is not permitted within the grounds including outdoor areas. The hirer will ensure this is adhered to with all participants including spectators.

25. The drinking of alcohol is strictly forbidden on premises. If hosting a match or game, the home team will ensure this is adhered to with a failure to follow resulting in let cancellation.

26. Access/Fire doors should never be wedged open – these should always be in the closed position due to H&S reasons.

27. Access to the building should only be through the main Xcite entrance. When group members are arriving.

28. Participants must remain only in the area they have let and are not permitted to walk around the school.

29. For un-staffed schools (St. Margarets Academy, St. Kentigerns Academy & The James Young High School), the hirer must ensure participants are met at the entrance to gain access to the building. The hirer must only give access to their participants.

30. If any let holder, participants, parents/guardians are seen to be breaching T&C's; there is a risk of bookings being revoked.

31. If your let 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

### **Club Conditions**

32. 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.
33. Proof of adequate insurance for the club is required at the time of application and at the point of renewal when/if the insurance policy expires during the term of the extended let agreement.
34. It is the hirer's responsibility to ensure all risk assessments are in place. These must be submitted at time of booking and reviewed annually.
35. Any person including coaches, club volunteers and referees 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.
36. The hirer is responsible for notifying Xcite of any changes in those leaders or other helpers similarly vetted by Disclosure Scotland for the duration of the let and who are required to be vetted.
37. If the extended let 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.
38. Any person leading the extended let booking must be a minimum of 18 years old.
39. If hirer's are sub-letting their booking time to avoid cancellations this must be to an existing registered club with West Lothian Leisure – if you need to check this information, please contact [Xcitebookingsteam@westlothianleisure.com](mailto:Xcitebookingsteam@westlothianleisure.com).

### **Photography & Video**

40. Photography and video within the activity areas is allowed if 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**

41. The hirer agrees to abide by these conditions of hire by signing the extended let application. With the named club responsible for paying any charges.
42. If at any point during the term of hire 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. Please note that 3 breaches within the current booking period may result in the cancellation of the booking.
43. 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 policy [here](#).

44. 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.
45. It is the hirers responsibility to check opening times during school holiday periods referred to in the schools calendar.
46. For last lets (i.e. 21:45pm weekdays), hirers are advised to double check when the building closes in order to accommodate shower facilities (if required). If your booking ends at the same time as the building closes, you will not have access to showering facilities.
47. If you are the last booking of the day, you must vacate the hired area by the end of your booking time and exit the building promptly.
48. 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. The hirer must stay within the areas booked and ensure participants do not intrude on prohibited areas.
49. It is the responsibility of the hirer to ensure that all persons involved in their activities are familiar with the Emergency Plan.
50. It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken.
51. 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.
52. In the event of school maintenance issues out with the control of Xcite, Xcite will work with you to find a suitable alternative (where possible) or solution until the facility is operating at optimum levels.
53. In the instance of the hirer letting out a swimming pool area, the hirer agrees to provide a lifeguard and to abide by the maximum numbers permitted in the swimming pool at any time as per their hire agreement.
54. All lifeguards must hold a valid in date qualification either an NPLQ, NRA or STA award who must be present on poolside and not in the pool with the participants.
55. The hirer must abide by the maximum capacity numbers for indoor bookings.
56. Any clubs or regular extended let users intending to use music must indicate this on the online booking form.
57. Xcite will not pursue the hirer for replacement costs resulting from the normal wear and tear of items hired for the activity stated on the application.
58. No spectators allowed on poolside unless there is a designated spectating area.
59. All new hirers must complete an online induction
60. All hirers must have a completed register for each session to comply with H&S regulations.
61. It is the responsibility of the hirer to familiarise themselves with the location of the defibrillator.

### **Safeguarding Checklist**

By signing up to Xcite's Terms and Conditions, the Club has agreed that it will abide by the relevant sports' governing bodies Safeguarding Policy. It is the responsibility of the club to ensure these policies and procedures are made relevant and that any specific additional requirements regarding child or adults at risk protection shall be implemented.

**TERMS & CONDITIONS OF HIRE  
XCITE SCHOOL FACILITIES**



It is advised the club has the following documentation/resources in place Safeguarding Policy, Child Protection Officer and Safeguarding Code of Conduct (covers athletes, officials & volunteers, coaches, teachers, parents and spectators). These may be requested at any given point.

**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.