

Lochside Arena

Scottish Charity No: SC040150

Terms and Conditions of Use

Updated January 2024

1. Personal Injury

Please be aware that use of the facility is at your own risk. Insurances held by Lochside Arena provide indemnity to users and members of the public only in cases where negligence on the part of the facility can be proven.

For this reason you should ensure that, when participating in any potentially hazardous activity, you have your own insurance in place if this is something you are concerned about.

Similarly, while under the care of an instructor, commercial company or group while using the facility, you should ensure that they have appropriate insurance in place for the activity concerned.

You should , in any case, report any accident resulting in hospital treatment to the trustees via lochsidearena@gmail.com

2. Loss and Damages to Property

Lochside Arena accepts no responsibility or for losses or damages to personal property on the site. This includes the carpark area and other external spaces.

Any alleged theft or criminal damage of property should be reported to the police if you wish action to be taken.

3. Physical activities

Persons using the facility for the purpose of participating in sports or other physical activity should ensure that they are fit for such activities.

Lochside Arena recommend that you consult with your GP if you have any concerns – particularly if you have an existing medical condition, are pregnant or are returning to exercise after a long break.

4. Personal Risk Assessment

Lochside Arena conducts regular risk assessments of the facilities and their appropriateness for different activities. However, users and activity operators are responsible for performing their own assessment of the conditions and facilities at the time of use.

If in doubt, you should not use the facilities and should contact the trustees

5. Animals

Horses, Dogs and other animals, brought to the arena for any purpose, are under the care and responsibility of the owner or keeper.

If you have any concerns as to the safety of the facility in respect of your animals, please do not use it. Contact the Board of Trustees immediately and we will arrange a refund or rescheduled appointment.

Lochside arena accepts no responsibility for injuries caused to animals while participating in activities at the facility.

5.1 Animals & Public Liability

The owner/keeper of an animal is responsible for its conduct and the safety of other customers and their animals.

At group events and when entering or exiting the arena, animals should be kept under control and supervision at all times.

Aggressive, destructive or poorly disciplined animals will not be permitted at the facility and Lochside Arena reserves the right to bar entry where there is a risk of damage to property or harm to other customers.

Customers should consider purchasing public liability insurance to avoid personal liability in the case of a claim by another individual. Public liability is commonly included in equine insurance and some other pet insurance.

5.2 Cleaning

It is the owner/ keeper's responsibility to clean up after their animals both inside the arena and in the outdoor spaces around it.

Horse manure should be removed from the arena surface immediately and transferred to one of the wheel-barrows provided. Please try to minimise the quantity of the arena surface that is removed with the manure!

Stalls should be cleaned after use and hay, bedding and sand swept out. Mats, if used, should be swept and stood upright against the side of the stall.

Please consider that horses may urinate while in the stall and you will need something to absorb the liquid. Consider bringing wood shavings or sawdust with you.

Do not use sand from the arena surface for this!!!

Please leave the stalls clean and tidy!

Before leaving the arena please empty your wheelbarrow into the red skip provided in the parking area. Please load it from the back forward.

Dog waste should be picked up using a plastic "poo bag" as you would in any other public area. The bag should be tied and placed in one of the bins provided.

5.3 Fines & Cleaning Fees

Any customer who does not clean up after themselves and their animals will become liable for a cleaning fee of £20. You will be invoiced by Lochside Arena. Failure to pay this penalty may result in cancellation of your membership.

Anyone repeatedly allowing their dog to foul the arena surface or surrounding spaces will be reported, in the first instance, to the Western Isles Council. To quote their website:

The problem of dog fouling is not only a nuisance but also a potential danger and health hazard. Under the [Dog Fouling \(Scotland\) Act 2003](#) it is an offence for any person who is in charge of a dog not to immediately remove, and dispose of appropriately, any excrement, if the animal defecates in any public place without reasonable excuse or the consent of the landowner. This includes pavements, footpaths, roads, road verges, parks, recreational pitches, communal land and any open land that the public has access to. Excrement should be picked up and disposed of in a responsible manner by either depositing it in the nearest dog waste bin, litter bin or in your domestic waste at home.

Offenders may be liable to receive a Fixed Penalty of £80, rising to £100 if not paid within 28 days. Authorised Comhairle Officers and Police Officers will issue these Penalties. Offenders can also be reported to the Procurator Fiscal and may be fined up to £500 if convicted. It will also be a criminal offence not to provide your name and address if you are suspected as having committed an offence. Not doing so may result in a £500 fine or conviction.

Please make sure you supervise dogs at all times check the arena surface before leaving.

5.4 Quarantine

Horses arriving on the island must undergo a 14 day quarantine period (including their stable and field companions) before using the arena.

Anyone breaking this condition will be liable for the resulting deep clean cost and may have their membership revoked.

For more information on equine biosecurity and infectious diseases please consult your vet and refer to <https://www.bhs.org.uk/advice-and-information>

6. Safety & Sporting Activities

Please ensure that when participating in sports activities at Lochside arena you are following the safety recommendations described by the governing body for that sport.

For Equestrian Sports you should follow regulations described by the British Horse Society.

Please be aware that, for events, different standards for safety equipment may apply depending on the organisation the event is governed by (e.g The Pony Club, British Dressage or British Show Jumping)

As an absolute minimum for equestrian sports at Lochside Arena you should

- Not ride alone – always take someone with you to get help and manage your horse should you suffer an injury.
- Always wear a hard hat designed for equestrian sport - PAS015 standard is recommended.

In addition we would recommend you consider wearing gloves and a body protector.

7. General Health & Safety.

Please take note of all signage displayed at the arena. This is provided for your information and for your safety. Signage should be obeyed at all times.

There are 4 fire extinguishers at the arena. 2 foam extinguishers located by the office and 1 foam and 1 CO2 extinguishers located by the stables.

Foam can be used on any fire except live electrical equipment. CO2 can be used on live electrical equipment.

Please only attempt to use firefighting equipment if it is safe to do so. In the event of a fire your priority should be evacuating yourself and those with you from the building as quickly as possible.

There are 4 emergency exits illuminated by a green light above each. The sliding doors can also be used to exit the building.

Raise the alarm by calling 999 and asking for the Fire Brigade. The arena address is:

Lochs Road Isle of Lewis HS2 9JN

On evacuating the building, you should assemble at the NE corner of the carpark, adjacent to the entry road. Do not block the gate for emergency vehicles.

If horses are present, and it is safe to do so, they can be evacuated to the outdoor arena.

There are some other potential hazards at the arena such as:

- Potential trip hazards caused by equipment.
- Vehicles entering and exiting the site.
- Horses entering and exiting the arenas.
- The loch.

Please remain vigilant and report anything you cannot easily address yourself. Please ensure very young children are supervised at all times.

8. Data Protection

Please refer to our Privacy Policy for full details of what personal data you need to share to book the arena or take out a membership, what we do with this, how we store it and how you can have it removed.

By taking out a membership, making a booking or entering an event you give consent for us to use this data for the purposes, and in the manner described.

9. Availability for Use

Lochside is open for use Monday to Saturday, 8am to 11pm including bank holidays.

You can book via our website or by email.

All commercial bookings should be made by email and are subject to confirmation.

Lochside Arena reserves the right to close the arena to bookings for events, maintenance or safety reasons.

9.1 Cancellations & Refunds

Bookings of 4 hours or less must be cancelled at least 48 hours before they are due to take place or no compensatory action will be taken and you will be liable for the full fee.

Bookings of over 4 hours must be cancelled at least 7 days before they are due to take place or no compensatory action will be taken and you will be liable for the full fee.

Bookings of 3 consecutive days or more must be cancelled at least 14 days before they are due to take place or no compensatory action will be taken and you will be liable for the full fee.

Our standard compensatory action will be to offer you an alternative date or time for your booking.

A refund may be provided at the discretion of the Board of Trustees – e.g. if you are visiting and unable to make an alternative date.

If there is a met office yellow amber or red weather warning in place on the day of your booking then the time limitations on cancellations do not apply.

9.2 Cancellation of Lochside events

If circumstances force the cancellation of an event run by Lochside Arena, we will endeavour to offer you a place at a rescheduled event if practical.

If the event cannot be rescheduled within a reasonable time we will offer you a refund or partial refund.

Please note at the time of booking that the majority of fees contain a non-refundable component. This is because there are usually non-refundable costs incurred in arranging events (e.g some flights and accommodation – or deposits paid to instructors etc)

As a not for profit community facility we ask you to share some of that risk when making a booking.

10. General Housekeeping

Please leave the arena the same or better than you found it for the next customer! Put litter in the bins, wipe down surfaces and tidy away anything you use in the kitchen.

Put tools back where they belong and check all the doors are closed and the lights off (if required) before you leave.

Be considerate of other users when using the bathrooms and also of the volunteers that keep them clean!

11. Aggression , Harassment and Bullying.

Lochside arena is run by a small volunteer board of trustee directors who invest a large amount of their personal time and energy to enable you, our customers, to be able to use a half million pound facility for as little as £10.

Zero tolerance will be shown to anyone exhibiting violent or aggressive behaviour to anyone in our employment, volunteering their time or to the trustees themselves.

Such behaviour will result in removal from the premises, cancellation of membership and an immediate ban from using the facility in future.

While we accept that emotions and tempers can run high at times, verbal abuse, harassment, defamatory comments on social media etc will not be tolerated.

The trustees reserve the right to ban you from using the facility and remove you from our membership and social media platforms in response to any such behaviour.

Any attempt to interfere with a trustees professional or private life in pursuance of any alleged grievance in a way which may result in loss of earnings, reputational damage or harm to their physical or emotional wellbeing will be reported to the police and will result in an immediate ban from using the facility.

12. Complaints

Section 11 notwithstanding, if you have a complaint or other feedback about Lochside Arena or the Board of Trustees, please contact us by email at lochsidearena@gmail.com We will do our best to respond quickly.

Section 11 does not affect your statutory rights as an individual and if you have a concern which you do not think we are taking seriously enough you are welcome to contact the appropriate regulatory authority or the police.

Lochside arena is a Scottish Charity (number SC040150) and under the governance of the Office of the Scottish Charity Regulator (OSCR) <https://www.oscr.org.uk/>