

# Findon Swimming Pool

## CONDITIONS OF HIRE

June 2015 Edition v1.0



It is the responsibility of the Hirer to have read and understood these Conditions of Hire and ensure that all Users that attend the Facilities are made aware of any conditions relevant to them.

### **Definitions**

In these Conditions of Hire the following words and expressions shall have the following meanings:

<b>Equipment</b>	Equipment and swimming aids belonging to the Swimming Pool
<b>Facilities</b>	Swimming pool and changing rooms
<b>Headteacher/Pool Operator</b>	Headteacher of St John the Baptist CofE Primary School or his/her authorised representative
<b>Hire Period</b>	The period or periods of hire set out in the application form and agreed by the Findon Swimming Pool Committee.
<b>Hirer</b>	The Hirer of the Facilities more particularly described at Condition 1 below
<b>Responsible Body</b>	Findon Swimming Pool Committee
<b>School</b>	St John the Baptist CofE Primary School, Findon, grounds and buildings
<b>User/Users</b>	People using the Facilities as members of the Hirer's party
<b>Written Operating Procedure</b>	Written Operating Procedures (Normal Operating Procedure and Emergency Action Plan)

## **1. The Hirer**

1.1 The Hirer is the person (whether acting as an individual) hiring the Facilities.

1.2 The Hirer must be over 18 years of age.

1.3 The Hirer is responsible for the safety of the Users throughout the Hire Period. The Written Operating Procedures attached to these Conditions of Hire must be adhered to.

1.4 Two members of the party who will be present during the period of hire must hold a current First Aid or Life Support qualifications (First Aid: Public First Aid Certificate, First Aid at Work Certificate or Emergency First Aid Certificate) as set out in the Written Operating Procedures and must allow the Findon Swimming Pool Committee to inspect these certificate(s) at time of booking and thereafter upon request.

## **2. Application for Hire**

Applications for hire must be made in writing by the Hirer on the application form provided by the Swimming Pool committee. The Facilities will be used solely for the activity described on the application form. All forms including insurance must be completed and paid for at the time of booking (see checklist on booking form).

## **3. Opening Times of the Facilities**

The Facilities can be hired at weekends, school holidays and after school when the pool is not being used for Findon Primary School Activities between May and September, as agreed by the Findon Swimming Pool Committee. The Hirer will not be permitted to use the Facilities during the School Day in term time. The Facilities can not be hired during public swim sessions Monday – Saturday 15:30 – 16:30.

## **4. Access to the Facilities**

4.1 Provided the Hire Period has been agreed by the Pool Committee Representative the Hirer and the Users will be given access to the Facilities by the Pool Representative. Access will be given for the specified hire period only. The facilities must be clean, tidy and all users must have vacated the pool area by the end of the specified hire period.

4.2 The Pool Committee may refuse admission to the Hirer or User(s) without giving any reason for doing so and may require the Hirer or User(s) to leave the Facilities at any time during the Hire Period.

**5. The use of the Facilities is dependent upon the Hirer and the Users observing the following rules:**

**Pool Rules:**

- No diving, wrestling, bombing or rowdy behaviour
- No running around the pool
- No pushing or throwing people into the pool
- No backwards jumping from the pool side
- Floats are to be used as swimming aids only
- No playing on the steps
- Exit the pool by steps only
- Babies must wear a swim nappy
- When pool supervisor blows a long blast of the whistle, the pool must be evacuated immediately
- No animals in pool area. Dogs not permitted on school premises.
- No glass objects allowed in pool area
- Smoking is **NOT** permitted on school premises including pool area
- Food and drink is **NOT** permitted at the pool area (school grounds can be used but **ONLY BY PRIOR ARRANGEMENT** with the school).
- The committee reserves the right to refuse entry. There may be occasions when water testing results require pool closure for a short period of time
- People should not swim for 24 hours after they have had diarrhoea and / or vomiting
- **Use of the school grounds is NOT PERMITTED UNDER ANY CIRCUMSTANCE without prior booking with the school.**

5.2 Equipment and swim toys provided in the pool area can be use by the Hirer or Users but care must be taken not to damage.

5.3 Alcohol is not permitted and must not be brought to the School premises. Alcohol should not be drunk by Users or the Hirer prior to using the Facilities;

5.7 No children are allowed in the pool enclosure without adult (18 years and over) supervision.

5.8 Supervision Ratio for 1 – 20 swimmers is 2 adults, both of which must hold a current First Aid or life support certificate and be able to swim.

5.9 The Hirer and Users must adhere to the maximum number permitted to use the School pool at anyone time: Maximum numbers in the pool at one time: 40 (this requires 2 adults supervising from outside the pool)

5.10 Supervisors must not enter the water other than to effect a rescue

5.11 The Hirer must carry a mobile phone for emergencies.

**6. Hirer's Responsibilities and the Safety of Users**

6.1 The Hirer is responsible for the safe admission and departure of Users to and from the Facilities;

6.2 The Hirer is responsible for the behaviour of the Users;

6.3 The Hirer is responsible for ensuring that all children under the age of 18 are accompanied by an appropriate adult

6.5 The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the Facilities are used;

6.6 The Hirer is responsible for any special needs or requirements of the Users;

6.7 The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities;

6.8 Any equipment brought to the Facilities must be removed at the end of each Hire Period;

6.9 The Hirer must familiarise himself/herself with the emergency procedures for fire (set out on the fire notice in pool area), first aid and accident reporting and carry them out to the best of his/her ability. The First Aid kit is available on the inside wall at the gate entrance to the pool area, any use of which should be reported to the Pool Committee Representative;

6.10 All accidents must be recorded in the First Aid Book as well as to the reported to Representative of the Pool Committee.

6.12 Any damage or hazards e.g. sharp edges to be noted and reported to the Representative of the Pool Committee.

6.14 The Hirer must have access to a mobile phone at all times in case of an emergency.

### **7. Condition of Facilities**

The Facilities must be left clean and tidy after each hire period. This includes removing all rubbish. Rubbish must not be placed in the bins in Findon Primary School car park.

### **9. Payment**

The Hire Period is a minimum of 2 hours. A £15 non-refundable deposit is required at time of booking. The outstanding balance can be paid on the day of hire. Cost of hire is £80 per 2 hour period and £30 per hour thereafter. Cheques to be made payable to St John the Baptist Primary School. Access to the facilities will be granted for the hire period only. Parties must be organised within the times the booking is made for.

### **10. Cancellation of Hire**

10.1 The Pool Committee Representative reserves the right to cancel an agreed booking for reasons including but not limited to: -

- The School requires the use of the Facilities;
- The School considers that the Facilities are unfit for use;
- The number of Users exceeds the maximum number permitted to use the swimming pool at any one time;
- Any reason beyond the Pool Committee's control;
- Adverse / unsafe weather conditions.

10.2 Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. The Authority and the Responsible Body will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer or the User, arising from cancellation.

10.3 If the Hirer is in breach of these Conditions of Hire the Responsible Body reserves the right to cancel a booking immediately and no refund will be given.

## **11. Cancellation by the Hirer**

Deposit paid upon booking is non-refundable.

## **12. Damage**

12.1 Any damage to the Facilities should immediately be reported to the Pool Committee Representative.

12.2 If any damage is done to the Facilities, School equipment or any part of the School by the Hirer or the Users, the School may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

12.3 In case of any form of pool malfunction and/or emergency the hirer must immediately contact one or both of the pool controllers: Lynne Martin 07952 825538, Trevor Watkins 07906 334884

## **13. Insurance**

**It is a prerequisite that insurance is held for the hire period. The Responsible body will arrange insurance cover upon payment of deposit. The cost is £5 per hour which is inclusive to the total cost of hire.**

Where a registered charity or other commercial or community group is hiring the pool, they should provide their own cover in accordance with WSCC policy guidelines.

## **14. Liability Generally**

Except in the case of death or personal injury caused by the negligence of the School or West Sussex County Council, neither the County Council nor the Governing Body of the School shall be liable to the Hirer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the Hirer.

## **15. Car Parking**

The parking of vehicles at the School site by the Hirer and the Users shall be subject to the agreement of the Headteacher and permitted only on condition that:

- They park at their own risk and that they accept responsibility for any damage caused to their vehicles or any injury to any person or the property of the School by the vehicles or the presence of such vehicles at the School;
- The Hirer shall maintain at all time adequate means of access for emergency vehicles.

#### **16. No assignment/sub-contracting.**

The Hirer shall not be entitled to assign the benefit of, delegate the burden of, or sub-contract all or any of its rights and obligations under, these Conditions of Hire.

#### **17. Variation**

The Responsible Body reserves the right to vary these Conditions of Hire at any time or to make special arrangements in any particular case. The varied conditions of hire will not be effective until a copy is given to the Hirer.

#### **18. Normal and Emergency Operating Procedures**

The Hirer must ensure that they have read and understood the attached Operating Procedures. Those persons who are acting as supervisors (with First Aid Training) should also read and understand these procedures.



NOP & EOP for  
Swimming Pool Findon

**Agreement to Abide by all policies and procedures of the pool**

I, the under signed, have read the hirers agreement and agree to this. I have read the Normal Operating Procedure and Emergency Operating Procedure and agree to abide by these.

Signed by the Hirer .....

Name in block capitals .....

Date .....

Return to: Tracey Jude, Wistaria Cottage, Findon Road, Findon, West Sussex, BN14 0RA.

**Pool Committee:**

I have seen the Life Support or First Aid Certificate of the hirers allocated supervisors and provided the Hirer with the NOP and EOP including remedial action should the pool become contaminated.

Signed by Pool Committee.....

Name.....

Date.....