

TINTINHULL SWIMMING POOL

PRIVATE HIRE AGREEMENT

TERMS AND CONDITIONS

Definitions

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

- Equipment:** All equipment and swimming aids belonging to the Tintinhull Swimming Pool.
- Facilities:** The Tintinhull Swimming Pool compound, the changing rooms, toilets and all existing poolside furniture and fittings.
- Hire Period:** The period or periods of hire set out in the application form and agreed by the Tintinhull Swimming Pool Committee. The Hire period encompasses all actions taken to set up the pool for its intended use and to return the pool to its pre-hire condition.
- Hirer:** The Hirer of the Facilities more particularly described at Condition 1 below.
- Responsible Body:** Tintinhull Parish Council represented by the Swimming Pool Committee.
- User/Users:** People using the Facilities as members of the Hirer's party.
- Written Operating Procedures:** Written Operating Procedures (Normal Operating Procedure and Emergency Action Procedure)

Conditions

1. The Hirer

- 1.1 The Hirer is the person (whether acting as an individual or not) completing the hire booking for the Facilities.
- 1.2 The Hirer must be over 18 years of age.
- 1.3 The Hirer is responsible for the health and safety of all Users throughout the Hire Period. The Written Operating Procedures established for the use of the swimming pool must be adhered to.
- 1.4 One member of the Users, who will be present throughout the period of hire, must be certified as trained in resuscitation and emergency first aid. Evidence to support such

training should be made available to the Tintinhull Swimming Pool Committee Representative at time of booking.

2. Application for Hire

2.1 Applications for hire must be made in writing by the Hirer using the application form provided by the Tintinhull Swimming Pool Committee. The Facilities are to be used solely for the activity described on the application form. Bookings must be paid in full at the time of booking.

3. Opening Times of the Facilities

3.1 The Facilities can be hired at any time during daylight hours when the pool is not in use for Tintinhull Village public swim sessions or being used for St Margaret's CEVA School activities between May and September, as agreed by the Tintinhull Swimming Pool Committee and subject to pool maintenance requirements.

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 for the specified hire period only. The facilities must be clean and tidy and all users must have vacated the pool area by the end of the specified hire period.

4.2 The Swimming 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. Hirer's Responsibilities and the Safety of Users

5.1 The Hirer shall be responsible for ensuring at all times that adequate supervision and proper instruction is provided to all Users taking part in the hire to ensure the safety of any activity for which the Facilities are used.

5.2 If a Hirer intends to coach, instruct or teach during the period of hire, it is their responsibility to ensure that they are qualified to the minimum standard recognised by the National Governing Body of the respective discipline.

5.3 The Hirer is responsible for the behaviour of the Users and must ensure due, reasonable consideration for neighbours in the residential area surrounding the pool compound. This includes restraining undue shouting; the use of unacceptable forms of language and excessively loud music.

5.4 The Hirer is responsible for ensuring that all children under the age of 18 are accompanied by an appropriate adult during the period of the hire.

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

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

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

5.8 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 within the 'Openers Box' in the Ladies changing room. Any use of the first aid kit must be reported to the Pool Committee Representative;

5.9 All accidents must be recorded in the Accident Book and be reported to the Swimming Pool Representative using the Incident Report Form.

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

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

6. Pool Hire Rules:

6.1 The use of the Facilities is dependent upon the Hirer and the Users observing the following rules during the hire:

6.1.1 No persons are allowed in the pool enclosure without the presence of the Hirer.

6.1.2 The Hirer and Users must adhere to the maximum number permitted to swim using both pools at any one time – **40**.

6.1.3 The following regulations, contained within the Tintinhull Swimming Pool Normal Operating Procedure (NOP), are repeated here for convenience and must be adhered to:

- Non-swimmers, who enter the water, must stay in the shallow end behind the yellow painted lines on the sides of the pool and must be accompanied by a suitable minder.
- Babies/infants using the pool are required to wear a proprietary "swim nappy".
- The following are NOT permitted within the pools and/or pool compound:
 - Glassware of any type;
 - Food in the pools at any time;
- Diving from the side of the pool is only permitted in the deep end and away from any other pool users. Dangerous diving actions are not permitted including – running dives; backward dives; dives without hands in front of the head; indiscriminate diving; somersault entries and "bombing". Pushing or throwing people into the pool and backwards jumping from the pool side into the water are also prohibited.
- Running on the pool surrounds is not permitted.

- Assistance dogs ONLY are allowed into the pool area, however, owners should ensure that they have been to the toilet before entering and that they remain on the grassy area. A dog will not be permitted to enter the water or remain on the poolside. If the person using the assistance dog plans to enter the water, then the dog must be cared for by another familiar person. No other animals are permitted in the pool compound.

7. Condition of Facilities

7.1 The Facilities must be left clean and tidy after each hire period. This includes removing all rubbish from the Pool compound and its disposal in an approved manner.

8. Payment

8.1 The Hire Period is a minimum of 1 hour. Bookings must be paid in full at the time of the booking. The cost of hire is £40 per 1 hour period and £40 per hour thereafter (2019). Cheques should be made payable to 'Tintinhull Parish Council'. Access to the facilities will be granted for the hire period only. Parties and/or activities must be organised within the times the booking is made for.

9. Cancellation of Hire

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

- Maintenance volunteers consider 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;
- Adverse/unsafe weather conditions.
- Any other reason beyond the Swimming Pool Committee's control;

9.2 Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. 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.

9.3 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.

10. Cancellation by the Hirer

10.1 A £40 retention from the booking sum will be applicable for cancellation on the day of the booking subject to Swimming Committee decision based upon the circumstances of the cancellation.

11. Damage

11.1 The Hirer will be held liable for any damage within the pool compound including the buildings, the ground or landscape, furnishings or any equipment used which is caused by the negligence of any persons attending a facility during a period of hire. Any damage to the Facilities should immediately be reported to the Pool Committee Representative.

11.2 The Hirer undertakes to pay the cost of necessary repairs/extra cleaning costs as determined by the Swimming Pool Committee following a period of hire caused by their activities in order to bring the area/equipment used back to an acceptable standard of use.

11.3 In case of any form of pool malfunction, contamination (any type) or emergency the Hirer must immediately contact a Pool Committee Representative. Relevant telephone numbers are contained in the Pool openers box in the Ladies Changing Room.

12. Insurance

12.1 The Responsible Body holds Public Liability Insurance for the use of the pool. It is for the Hirer to provide their own insurance cover appropriate to their activity as determined by their own risk assessment.

13. Liability Generally

13.1 Except in the case of death or personal injury, proved to be caused by the negligence of the Responsible Body, The Responsible Body shall not 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.

13.2 The Responsible Body will not be held liable for any equipment or goods left at the Swimming Pool venue by the Hirer.

14. No Assignment/Sub-Contracting.

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

15. Variation

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

16. Normal and Emergency Operating Procedures

16.1 The full Tintinhull Swimming Pool Normal Operating Procedure (NOP) and the Emergency Action Procedure (EAP) is available to view on the Parish Council website or at the Swimming Pool. Particularly, the Hirer must ensure that they have read and understood the Emergency

Action Procedure (EAP). Any other persons, acting as supervisors or as First Aid operatives must also read and understand these procedures.