

Definitions

Hirer

The Hirer of the Facilities more particularly described in Condition 1 below

Facilities

Swimming pool, entrance room and changing room. Hot tub not included.

Hire period

The period or periods of hire agreed with the Owners

Owners

Richard Cockle and Helen Armstrong

Premises

Stourwood House, Wrabness Road, Ramsey, CO12 5ND

User/Users

People using the Facilities as members/customers of the Hirer's party

Written operating procedures

Written Operating Procedures (Normal operating procedure and Emergency Action Plan)

1. The Hirer

1.1 It is the responsibility of the Hirer to have read and understood these Conditions of hire and ensure that all users that attend Stourwood Pool are made aware of any conditions relevant to them.

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

1.3 There Hirer must be 18 years of age.

1.4 The Hirer is responsible for the safety of the Users throughout the Hire period. The Written Operating Procedures attached to these terms and conditions of Hire must be adhered to.

1.5 One member of the party who will be present during the period of hire must be trained in Pool Rescue, First Aid and CPR techniques and must allow the Owners of Stourwood Pool to inspect these certificates at the time of booking and thereafter upon request.

1.6 The Hirer is aware that there is no Lifeguard at the Facilities and they are deemed to be the responsible person.

2. Opening Times of the Facilities

The Facilities can be hired Monday – Sunday between the hours of 8 am and 8 pm.

3. Access to the Facilities

3.1 Provided the Hire Period has been agreed by the Owners the Hirer, and the Users will be given access to the Facilities. 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.

3.2 The Owners 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.

4. Pool rules

4.1 The use of the Facilities is dependent upon the Hirer and the Users observing the following rules:

- No lone swimmers
- No children under the age of 15 are allowed in the pool area without adult (18 years and over) supervision
- All responsible adults should carry a fully charged mobile phone with coverage for the event of an emergency
- Users who cannot swim must not swim without supervision
- 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
- No jewellery to be worn in the pool
- Floats are to be used as swimming aids only
- No playing on the steps
- Entry and exit the pool by steps only
- Babies must wear a swim nappy
- No animals in the pool area. Dogs not permitted on the premises.
- No glass objects allowed in the pool area
- Smoking is NOT permitted on the Premises
- Shoes are not allowed in the pool house
- Food and drink are NOT permitted around the pool or in the changing room. Food and drink are permitted in the entrance room.
- Alcohol is not permitted and must not be brought onto the premises.
- Alcohol should not be drunk by Users or the Hirer before using the Facilities
- The Owners reserve the right to refuse entry. There may be occasions when water testing results require pool closure for a short period
- People should not swim for 48 hours after they have had diarrhoea and/or vomiting
- Use of the Facilities is NOT PERMITTED UNDER ANY CIRCUMSTANCE without prior booking.

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

4.3 The Hirer and Users must adhere to the maximum number permitted to use the Facilities at any one time. The maximum number permitted in the pool is 8.

4.4 The Hirer must carry a charged mobile phone with signal at all times for emergencies.

5. Hirer's responsibilities and the Safety of Users

5.1 For the duration of the Hire Period, the Hirer will be designated as the person "on call" to respond immediately to any alarm and deal with any emergency.

5.2 The Hirer is responsible for the safe admission and departure of Users to and from the Facilities.

5.3 The Hirer is responsible for ensuring that all children under the age of 15 are accompanied by an appropriate adult.

5.4 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.

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 in the entrance room, any use of which should be reported to the Owners.

5.9 All accidents must be recorded in the Accident Book as well as to the Owners.

5.10 Any damage or hazards e.g. sharp edges to be noted and reported to the Owners.

6. 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 at Stourwood House.

7. Payment

The Hire period is a minimum of 1 hour. Cost

of hire is £25.00 per hour. Payment must be made via Bacs transfer to

Sort code: 20-59-14
Account Number: 93921336

or in cash on the day or at the end of each week as agreed with the Owners. The Owners reserve the right to increase fees with four weeks' notice.

8. Cancellation of Hire

8.1 The Owners reserves the right to cancel an agreed booking for reasons including but not limited to:

- The Owners require the use of the Facilities
- The Owners 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
- Any reason beyond the Owners control
- Adverse/Unsafe weather conditions

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

8.3 If the Hirer is in breach of these Conditions of Hire the Owners reserve the right to cancel a booking immediately and no refund will be given.

9. Cancellation by the Hirer

If the hirer cancels the booking in under 48 hours of the beginning of the booking time, they will still be required to pay the full amount for the booking. If the hirer cancels the booking over 48 hours of the beginning of the function date, no payment is required.

10. Damage

10.1 Any damage to the Facilities should immediately be reported to the Owners

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

10.3 In case of any form of pool malfunction and/or emergency the hirer must immediately contact one or both Helen Armstrong (07827 300 467) or Richard Cockle (07766 028 831)

11. Insurance

11.1 It is a prerequisite that insurance is held by the Hirer for the duration of the Hire Period. Public Liability Insurance, for the value of £10m, must be in place and the Hirer must allow the Owners of Stourwood Pool to inspect these certificates at the time of booking and thereafter upon request.

12. Liability

The Owners of Stourwood Pool will not be held liable for any injury, illness, accident or loss or damage to property, however caused, directly or indirectly in or out of the swimming pool to the hirer or the Users.

13. Car Parking

The parking of vehicles at the Premises by the Hirer and the Users is permitted 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 Premises by the vehicles or the presence of such vehicles on the Premises
- The Hirer shall maintain at all times adequate means of access for emergency vehicles

14. No assignment and 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 this Agreement.

15. Variations

The owners reserve 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.

16. Normal and Emergency Operating Procedures

The Hirer must ensure that they have read and understood the attached Operating Procedures. A copy will be available in the Pool Entrance Room.

Agreement to abide by all policies and procedures of the pool

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

Signed by the Hirer

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Name in block capitals

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Date