

SWIMMING POOL RULES & TERMS AND CONDITIONS

The terms set out within this document cover the terms and conditions on which the Company offers the Premises and/or Facilities for hire. The Hirer, each Member (including Lead Member) and Lone Swimmer(s) each understand, accept and acknowledge that by signing of the facilities hire agreement of even date (of which these terms and conditions form part of and are legally-binding in respect of) (“**Agreement**”), the Hirer, each Member (including Lead Member) and Lone Swimmer(s) each also agree to be bound by all the terms therein, including the terms within this document.

Reference to defined terms are references to those as set out within the Agreement as signed by the Hirer and/or Lead Member and/or each Member (including Lead Member) and/or Lone Swimmer(s) (as applicable).

For the avoidance of doubt, reference to the Hirer and/or Lead Member and/or each Member shall apply equally to a Lone Swimmer and vice-versa.

Swimming Pool Rules

1. The swimming pool measures 12.19 metres (40 feet) by 5.49 metres (18 feet). The depth of the water throughout is 1.2 metres (3ft 9inches).
2. The swimming pool has easy access steps with a hand rail.
3. For those with limited mobility the Company has installed a pool pod. This is an easy to use platform which lowers one into the pool. For further information about using the pool pod please contact the management of the Company.
4. The pool pod cannot be used without the express permission of the Company and only once instruction has been given by the company to the Hirer/Lead Member. All Members (including the Hirer and Lead Member) must follow these instructions to the letter, failure to do so will result in their being liable for any damage or issues caused.
5. A plan of the swimming pool which includes details of the fire alarm system, emergency exit routes and other applicable information is contained within the reception area of the swimming pool and forms part of these terms and conditions for the avoidance of doubt.
6. Any breach of these swimming pool rules or the terms and conditions/Contract will result in a verbal reprimand by the Company; further breaches will result in removal from the swimming pool. Repeat offenders may have their membership revoked at the discretion of the Company.
7. All persons involved in water quality, sampling and plant room operations have undergone a pool operator’s course. Only persons authorised by the Company will have access to the plant room.
8. Method for cleaning pool safely – refer to instructions from manufacturers of cleaning equipment.
9. Water sampling procedure - sampling will be carried out prior to opening and at regular intervals thereafter.

10. The First Aid Kit is located in reception. The Company is responsible to ensure the First Aid Kit is stocked with the correct items.
11. Emergency lighting will be activated in the event of a power failure directing pool users to the fire exits.
12. These will be carried out as laid down in standard procedures by a competent person/external contractor.
13. The Hirer/Lead Member must have completed a contact sheet and signed agreement which includes these terms and conditions and swimming pool rules. Such personal details will be subject to a strict privacy policy compliant with all current data protection legislation and at no time will it be disclosed to any third party unless agreed with the Hirer or as otherwise required by law.
14. Risk Assessment has been carried out to identify potential hazards and level of risk for: Diving, Injury to bathers, Fire, Slips, trips and falls, Safe use of electricity, Control of hazardous substances (COSHH), Unauthorised access to the pool and plant room, Contamination. These are available on request from the owners.
15. A mobile phone with signal must be provided by a Member of the Group.
16. Only Members may use the pool. Unauthorised use is not permitted.
17. The Company will only communicate with the Lead Member of each group or the Lone Swimmers (as the case may be), but not every individual Member unless it decides otherwise in its sole discretion.
18. A maximum number of four (4) people are permitted to use the pool at one time for each Session.
19. The lifebuoy and hook are **for emergency use only**.
20. Any Children attending the Premises and using or intending to use the Facilities must be accompanied and supervised by an adult at all times or non-swimmers. No lifeguard is engaged for the swimming pool and any adults responsible for the supervision of Children must therefore be able to contact emergency services and care for the Children in the event of an accident. In the event of an emergency 999 must be called using the mobile phone which is the responsibility of the Lead Member who has completed the Contract. Where possible, all lifesaving should be carried out from the poolside using the rescue pole and life buoy provided.
21. Non-signed up guests of Members/the Hirer may swim if invited to do so by the Lead Member/Hirer. They must, should the Company so require, sign an agreement in advance by contacting the office or printing a copy from the website. In the absence of this, the Hirer/Lead Member shall sign such items and be wholly liable and responsible for all Members in their entirety.
22. The Health and Safety Policy situated in the reception area and the terms and conditions/swimming pool rule set out in this document constitute the normal operating plan (NOP) which must be ready by all Members. The separate emergency operating plan (EOP) in the pool room must be read by all Members.
23. Do not swim after consuming a heavy meal or after alcohol, strong medication or prescribed/recreational drugs (unless approved by your doctor).
24. No footwear allowed into the changing rooms or around the pool unless wearing a protective cover which are provided by the door to the pool. All footwear must be left in the family room.
25. **Do not allow a person within your Group, who may have a contagious illness (including diarrhoea) to swim. All Members of your Group must be physically fit enough to swim.**

26. You must shower before entering the pool as this reduced the need for extra chemicals in the pool.
27. Please take all personal equipment home with you.
28. The Hirer/Lead Member must have attended an induction prior to using the Facilities.
29. No running or diving in any part of the pool complex.
30. No gum is permitted in the areas surrounding the Facilities.
31. Do not take any glass bottles into the pool complex e.g. drinks, shampoos, lotions, etc.
32. Young children still using nappies **must** wear appropriate swimwear e.g. aqua nappies.
33. Used nappies must not be left at the pool.
34. In the event of an accident or incident, please complete the accident book and notify the Company.
35. Exits and fire exits must be kept clear always.
36. Please notify the Company immediately of any damage to the pool or equipment.
- 37. Cars are parked at owner's risk. Please drive with extreme caution at all times, this is a private garden and family pets are often in the garden.**
38. All external doors and windows in the pool room must remain closed at all times as this maintains the important temperature balance within the pool complex. Do not alter any settings or switches.
39. Please ensure you keep to your or your Group's allotted session and/or pre-booked Session. There is a clock in the pool area.
40. Please note that your changing room will be available 30 minutes before your session begins and for 30 minutes after your session ends.
41. Please check the notice board for any information regularly and also for amendments to the rules.
42. Please leave the pool complex as you have found it and would like to find it. Please re-check before you leave.
43. Only swimming aids/toys expressly BS-approved for pool use are permitted in to the pool area and must be removed at the end of each Session.
44. Please read the health and safety policy which is copied in to your welcome folder and is on display in the reception area, as well as the normal operating plan (NOP) as defined above along with the emergency operating plan (EOP).
45. No dogs are allowed on the Premises and/or Facilities other than guide dogs, hearing dogs or other disability assisting animals.

Terms and Conditions:

1. The Facilities must be left in a clean and tidy condition after each use.
2. No alcoholic drinks may be consumed and no smoking is permitted at the Premises.

3. No illegal, indecent or immoral activity is permitted whilst at the Premises.
4. No betting, gambling or gaming is permitted at the Premises and the Hirer is not to do or permit to be done at the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not).
5. The Lead Member/Hirer must attend an induction prior to using the Facilities and as a result is responsible for all Members/their Group.
6. The Hirer undertakes:
 - (a) to be responsible for the good conduct of all Members of its Group (if applicable) during the Hire Period and also for the preservation of the Equipment and surrounding area;
 - (b) to be responsible for informing Members of its Group of the Terms and Conditions within this document, the Swimming Pool Rules within the second part of this document, the Fire Regulations and precautions whilst on the Premises and/or using the Facilities, the Normal Operating Plan (NOP) (as defined above), Emergency Action Plan (EAP) and the Safety Policy;
 - (c) to ensure that all Equipment brought at the Premises by the Hirer or any Members of its Group complies with all relevant legislative and safety requirements and that the Equipment is removed from the Premises immediately after the termination of each Session, unless otherwise agreed with the Company;
 - (d) to ensure that (if applicable) all of its employees or staff members attending the Premises during the Hire Periods shall be suitably skilled, experienced and qualified for their respective roles;
 - (e) to ensure that any Children attending as part of the Hirer's Group are accompanied by an adult and re properly supervised at all times whilst they are on the Premises and/or using the Facilities;
 - (f) to use his/her/its best endeavours to observe and follow the rules and/or health and safety procedures communicated to the Hirer by the Company prior to the commencement or during each Hiring Period, or contained within the Agreement and/or this document;
 - (g) to ensure he/she/it complies with all relevant laws including (without limitation) health and safety legislation whilst at the Premises;
 - (h) operate a non-smoking policy at the Premises at all times;
 - (i) co-operate with the Company to ensure the security of the Premises;
 - (j) not to use the grounds or buildings that do not form part of the Facilities under the terms of the Agreement and/or this document otherwise than as set out within the Agreement and/or this document;
 - (k) use his/her best endeavours to preserve the good reputation of the Company and ensure nothing shall be done, permitted or omitted, contrary to any provisions made by or under any statute or bye-law in force from time to time;
 - (l) not to include more than four (4) Members/persons in each Session at one time.

7. The Hirer understands, acknowledges and accepts that no lifeguard, aid or video surveillance is engaged at the Premises and/or Facilities and the Hirer is therefore responsible for his/her own safety and any of the Members in its Group.
8. No relationship of landlord and tenant, partnership or joint venture is intended to be created between the Company and the Hirer/any Member(s) by virtue of the Agreement and/or this document.
9. The Company reserve the right to refuse access or expel the Hirer, any Members of its Group or any of their respective visitors, representatives or agents from the Premises and their respective use of the Facilities if:
 - (a) any breach of the Agreement and/or this document or act of negligence such as to endanger their own or others' safety occurs;
 - (b) the Company has reason to believe that they have not observed the Pool Rules set out in the second part of this document;
 - (c) the Hirer, any Member or any of the visitors, agents or representatives cause unnecessary damage which has not been reported to the Company or paid for;
 - (d) the Hirer, any Member or any of the visitors, agents or representatives attend the Premises and use or attempt the Facilities for any other purpose than the Intended Purpose;
 - (e) more than four (4) Members use or attempt to use the Facilities at any time;
 - (f) the Hirer/Lead Member uses or attempts to use or otherwise permits Members to use/attempt to use the Facilities without having an induction; and
 - (g) the Hirer, any Member or any of their respective visitors, agents or representatives user or attempt to use the Facilities for a period of time longer than the allocated Session(s).
10. The Company reserves the right to access the Facilities and the Premises at any time to show the Facilities and the Premises to others or to carry out repairs or maintenance.
11. The Company reserves the right to amend the Terms and Conditions at any time.
12. The Company reserves the right to cancel any future lets if the Hirer or any of the Members in its Group breach these Terms and Conditions.
13. The Company reserves the right to undertake any maintenance, replacement and/or repair work deemed necessary for health and safety purposes at the earliest opportunity and present the Hirer with an invoice for the completed works thereafter.
14. The Company reserves the right to forthwith, at the expense of the Hirer, effect and maintain public liability insurance which the Hirer shall pay on demand any sums expended by the Company for the purposes of maintain such insurance, if the Hirer fails to maintain such insurance to the satisfaction of the Company.
15. The Lone Swimmers understand, acknowledge and accept that there is no supervision over their lone use of the pool; there is no lifeguard or video surveillance; and should they get into difficulties whilst using the pool, there may be no-one who will come to their respective aid.

16. The Hirer does not and continues to not, have any rights, or alternatively waives any rights, entitlements or any course of action under any previous agreements entered in to between the parties, whether directly or indirectly, concerning the Hirer's use of the Facilities or otherwise.
17. The hire arrangement granted by the Agreement is personal to the Hirer and is not assignable and the rights given under the Agreement may only be exercised by the Hirer.
18. The Company shall not be liable for any injury, complaint or other ailment suffered by herself/himself or any Member of a Group (if applicable), with the Hirer being liable for all such instances. The Hirer expressly acknowledges that the Company will have no such liability whatsoever.

Agreeing to these terms and conditions and swimming pool rules:

The Hirer (Lead Member) agrees to these terms and the hire agreement on behalf of themselves and each Loan Swimmer in their session.

THESE TERMS HAVE BEEN ENTERED INTO ON THE DATE THE BOOKING ORDER IS CONFIRMED AND PAID.

THE HIRER MUST INDICATE THEIR ACCEPTANCE OF THESE TERMS, INCLUDING THE HIRE AGREEMENT BY AGREEING TO THESE USING THE ONLINE BOOKING SYSTEM OF THE COMPANY OR SIGNING AND BRINGING A HARD COPY TO THE POOL AND HANDING TO THE INDUCTION STAFF MEMBER.