



Terms and conditions of private hire

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:

BFLP	Buckfastleigh Open Air Pool Management
Equipment	Equipment and swimming aids belonging to the swimming pool.
Facilities	Swimming pool, changing rooms, restrooms and kitchenette.
Pool Operator	Buckfastleigh Pool (BFLP)
Hire Period	The period or periods of hire set out in the applications and agreed upon by BFLP management.
Hirer	The Hirer of the Facilities more particularly described by condition 1 below.
User(s)	People using the Facilities as members of the Hirer's party.
Written Operating Procedures	The Pool Safety Operating procedures

1. The Hirer

The Hirer is the person hiring the facilities (the named individual or organisation attached to the Hire).

The Hirer, if an individual, must be over 18 years of age.

2. Application for Hire

Applications for hire must be made online at least 2 days before the hire session commences. The Facilities will be used solely for the activity as described by the Hirer due to risk assessments being completed on this basis.

3. Access to the Facilities

Access will be provided by pool management and/or lifeguards. Access will be given for the specified hire period only. The BFLP reserves the right to refuse entry. There

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may be occasions when water testing results, lightning storms or heavy rain disrupt the Hirer's access to the pool. Access to non-public areas of the Facilities is non-standard and is only available at the expressed and pre-agreed permission of BFLP.

Use of the site is not permitted under any circumstances without prior booking with BFLP.

4. Pool Rules

- No flips, spins, bombing or rowdy behaviour
- No running around the pool
- No pushing or throwing people into the pool
- No backward jumping from the side of the pool
- Floats are to be used as swimming aids only and no standing is permitted
- Babies must wear swim nappies
- When lifeguards blow a long whistle blast, the pool must be immediately evacuated
- Lifeguards retain the right to discipline poor behaviour as they would during any public session
- No animals are allowed on site except assistance dogs
- No glass objects are allowed on site
- No smoking or vaping is permitted on site
- Any children under 9 and non or weak swimmers must be supervised in the water from a max distance of an arm's reach by a responsible adult
- One adult can supervise two children under 8 years old, of which only one can be under 5 years old
- People should not swim for 24 hours after a doubt of diarrhoea and/or vomiting
- Alcohol is not permitted on site and must not be consumed by Users or the Hirer prior to using the Facilities. BFLP retains the right to refuse any Users thought to have consumed any drug or alcohol on or off the premises prior to bathing.

5. Hirers' Responsibilities and the Safety of Users

- The Hirer is responsible for the safe admission (adhering to BFLP's admissions policy) and departure of all Users to and from the Facilities.
- The Hirer is responsible for the behaviour of all Users.
- The Hirer is responsible for ensuring the adequacy, suitability and safety of all equipment brought onto the Facilities by the Hirer.
- The use of floats, toys, inflatables and equipment brought onto the premises by Users is done so only at the management's discretion. The safe use of and condition of equipment brought onto the premises by users remains the responsibility of the Hirer.
- The Hirer is responsible for notifying and obtaining BFLP's permission to bring any equipment beyond that reasonably found in BFLP's public sessions. No

such equipment should be brought and used on the Facilities without prior permission being obtained and the necessary risk assessments and insurance certificates being provided.

- The Hirer is responsible for providing comprehensive risk assessments for any equipment the Hirer causes, either directly or indirectly through a third party, to be brought onto the premises. Examples include full risk assessments for any bouncy castles, inflatables or specialist training equipment including kayaks etc.
- The Hirer is responsible for insuring such equipment and use thereof is covered by public liability insurance. Evidence of which must be provided to BFLP prior to the equipment entering the Facilities. Failure to do so will result in BFLP refusing permission for the equipment to be brought onto site and used and may result in the Facilities booking being cancelled. In such circumstances, no refund will be provided.
- Any equipment brought to the Facilities must comply with the relevant health and safety rules and be operated in accordance with those rules. If BFLP or its staff have any concerns over the safety of equipment or its operation then BFLP reserves the right to prevent the Hirer from using the equipment.
- Any equipment brought to the Facilities must be removed at the end of each hire Period.
- All accidents must be reported to the Lifeguards or management immediately.
- Any damage or hazards e.g. sharp edges to be noted and reported to BFLP staff.
- It is the Hirer's responsibility to make sure that Users understand and obey these rules, the pool rules and that the lifeguards' instructions are to be followed to avoid exclusion from activities (of which no refund will be provided).
- Any Hire involving food must ensure that no User re-enters the water after consumption. The occurrence of regurgitation can force BFLP to close the pool for 48 hours. If it is deemed likely that any regurgitation during the Hire period is due to celebratory consumption prior to entering the water, the Hirer may be liable for any costs incurred by BFLP for loss of business.

6. Payment

The minimum Hire period is for 1 hour and the cost of hire is set out clearly when arranging the booking and will be visible in the invoice sent prior to commencing the Hire. Payment must be provided within a minimum of 5 working days before the Hire unless explicitly stated by BFLP management.

Dependent on the number of bathers and the length of the Hire, additional charges will be included in the initial quote. Two lifeguards will be supplied as standard unless previously agreed and paid for prior to the hire. If the Hire is extended or the number of bathers is larger than that originally stated, the Hire will either be

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cancelled without refund or the Hirer will be responsible for paying an additional hourly fee for further lifeguard cover at a rate of £50 per hour.

Number of bathers ↓	Length of Hire →	60 mins	90 + mins	120 mins	150 mins	180 mins +
>25		2 lifeguards	2 lifeguards	3 lifeguards	3 lifeguards	3 lifeguards
25 - 45		2 lifeguards	2 lifeguards	3 lifeguards	3 lifeguards	3 lifeguards
45 - 60		3 lifeguards	3 lifeguards	4 lifeguards	4 lifeguards	4 lifeguards

7. Cancellation of Hire by BFLP

BFLP reserves the right to cancel an agreed booking for reasons including but not limited to:

- BFLP 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 BFLP's control.
- Adverse/unsafe weather conditions e.g. lightning storms.

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

If the Hirer is in breach of any of the Conditions of Hire, BFLP reserves the right to cancel a booking immediately and no refund will be given.

8. Cancellation by the Hirer

In the event of a cancellation by the Hirer, they will be refunded the following portion of their payment:

Days remaining prior to Hire commencing:	Portion of payment to be refunded:
Over 7 days	100%
Within 7 days	50%
Within 24 hours	None

9. Damage

Any damage to the Facilities should be immediately reported to BFLP staff.

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

10. Insurance

It is a prerequisite that where activities are undertaken beyond the standard swimming activities operated by BFLP (i.e. private teaching, coaching, specialist swimming, water sports or hire by a registered charity community group or commercial enterprise, barbeques or ovens, bouncy castles etc.) additional suitable insurance is arranged by the Hirer for the whole period of the Hire and proof is provided to BFLP in advance of the Hire period.

11. Liability Generally

Except in the case of death or personal injury caused by the negligence of BFLP or its employees, BFLP 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.

For the avoidance of any doubt, if the Hirer brings and/or uses any equipment on site that is not part of the Facilities, they do so at their own risk.

12. No assignment/sub-contracting

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.

13. Variation

BFLP 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 written copy of any form is given to the Hirer.

14. Photography

Use of cameras, video or mobile phones is limited to consenting Users of the Hirer's own party or others who have previously filled in appropriate consent forms.