



Buckfastleigh Open Air Pool

Terms and conditions of Private Hire

1. Introduction

It is the responsibility of the Hirer to have read and understood these Terms and Conditions of Hire and to ensure that all Users attending the Facilities are aware of and comply with them.

2. Definitions:

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

BFLP	Buckfastleigh Open Air Pool Management
Equipment	Any items owned by the pool and available for use
Facilities	Swimming pool, changing rooms, restrooms and kitchenette
Pool Operator	Buckfastleigh Open Air Pool
Hire Period	The time(s) of use as agreed by BFLP
Hirer	The individual or organisation making the booking
User(s)	All individuals attending under the Hirer's booking
Written Operating Procedures	The Pool Safety Operating Procedures (PSOPs)

3. The Hirer

The Hirer must be over 18 years of age.

The Hirer is responsible for all Users during the Hire Period.

The Hirer must ensure all Users follow these Terms and Conditions at all times.



4. Booking and applications

Applications for hire must be made online at least 2 days before the hire session commences.

The Facilities must only be used for the activity as described by the Hirer at the time of booking.

Use of the site without prior booking is strictly prohibited.

5. Access to the Facilities

Access will be given for the specified Hire Period only. Hire time includes arrival, changing, swimming and departure. Late arrival will not extend the Hire Period, and additional time may be charged if the session overruns.

There may be occasions when water testing results, lightning storms or heavy rain disrupt the Hirer's access to the pool.

BFLP reserves the right to refuse entry.

6. Pool Rules

The following rules must be followed at all times during the Hire Period:

- No running on poolside
- No flips, spins, or 'bombing'
- No pushing or throwing others into the pool
- No backward jumping into the pool
- Floats are to be used as swimming aids only and no standing is permitted
- Babies must wear swim nappies
- No glass items permitted on site
- No smoking or vaping is permitted on site
- No animals except assistance dogs

Supervision rules

- Children under the age of 8, and non or weak swimmers must be supervised in the water from a maximum distance of an arm's reach by a responsible adult
- One responsible adult aged 16 or over can supervise two children under 8 years old, of which only one can be under 5 years old

Behaviour

- Lifeguards have full authority to enforce rules



- Poor behaviour may result in removal without refund

Health

- People should not swim for 24 hours after a doubt of diarrhoea and/or vomiting
- Alcohol is strictly prohibited
- BFLP retains the right to refuse any Users thought to have consumed any drug or alcohol on or off the premises prior to bathing.

7. Swimwear and Safety Equipment

Appropriate swimwear must be worn at all times.

The following are strictly prohibited unless agreed a minimum of 7 days prior to the Hire Period by BFLP:

- Mermaid tails
- Monofins
- Restrictive or novelty swimwear
- Snorkelling masks and goggles

BFLP reserves the right to refuse or remove any User wearing unsafe items as determined by BFLP.

8. Hirers Responsibilities

The Hirer is responsible for:

- The safe arrival, admission (adhering to BFLP's admissions policy) and departure of all Users to and from the Facilities.
- The behaviour and supervision of all Users.
- Ensuring all rules are followed and the Terms and Conditions of this document are adhered to
- 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 discretion of BFLP. The safe use of and condition of equipment brought onto the premises by users remains the responsibility of the Hirer.
- 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 by BFLP and the necessary risk assessments and insurance certificates being provided to BFLP.
- 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



ensuring 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 Hirer's 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.
- 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).

9. Food and Drink

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.

10. Cleanliness and Site Care

The facilities must be left clean and tidy, and all rubbish must be disposed of appropriately in the bins provided.

Additional cleaning charges may apply if necessary at the discretion of BFLP.

11. Decorations and Events

Decorations must be agreed in advance; the following are not permitted.

- Confetti
- Glitter
- Small debris items

Nothing may be fixed to structures without permission from BFLP.

12. Music

A Bluetooth speaker is available for the Hirer to use during the Hire Period; this will be discussed upon booking.



Music is permitted at a reasonable level, however BFLP may request volume reduction if it causes disturbance.

13. Capacity limits

Maximum bather numbers as agreed by the Hirer and BFLP must not be exceeded.

Additional attendees may be refused entry, or result in an additional charge to the Hirer.

14. Safety and emergencies

All Users must follow lifeguard instructions immediately.

In an emergency (e.g. long whistle blast), the pool must be evacuated immediately.

Failure to comply with the above may result in removal without refund.

Lifeguard Whistle Signals	
1x Short whistle blast	Attention to a member of the public
2x Short whistle blasts	Attention to another lifeguard
3x Short whistle blasts	Lifeguard taking action
1x Long whistle blast	Pool to be evacuated immediately

15. Payment

The minimum Hire Period is 1 hour and the cost of hire is set out clearly when arranging the booking and in the invoice sent prior to commencing the Hire.

Payment must be provided a minimum of 5 working days before the Hire unless explicitly stated by BFLP.

Additional charges apply for:

- Increased group sizes
- Extended hire times
- Additional lifeguards (£50/hour)

Failure to comply may result in cancellation without refund.

16. 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.
- 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. No refunds will be given for rain or cold weather, unless deemed as unsafe by BFLP.

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.

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

17. 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.

18. Insurance

It is a prerequisite that where activities are undertaken beyond the standard swimming activities operated by BFLP, additional suitable insurance is arranged by the Hirer for the whole Hire Period and proof is provided to BFLP in advance of the Hire period.

Examples include, but are not limited to, commercial activities, events, external equipment.

19. Liability



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.

20. 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.

21. Variations

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.

22. Photography

Photography is limited to consenting Users of the Hirer's own party or others who have previously filled in appropriate consent forms. It is the responsibility of the Hirer to ensure appropriate permissions are obtained.

23. Data Protection (GDPR)

BFLP is committed to protecting the privacy and personal data of the Hirer and all Users in accordance with the UK General Data Protection Regulation.

Personal information collected during the booking process (including names, contact details, and relevant booking information) will be used solely for the purposes of:

- Managing and administering bookings
- Communicating important information relating to the Hire
- Ensuring the safety and wellbeing of Users

BFLP will only retain personal data for as long as necessary to fulfil these purposes or to comply with legal obligations.

Personal data will not be shared with third parties unless:

- Required by law
- Necessary for safety or safeguarding reasons



- Required for insurance or operational purposes
- All personal data is stored securely and handled in accordance with BFLP's data protection policies.

The Hirer has the right to:

- Request access to their personal data
- Request correction of inaccurate data
- Request deletion of their data where appropriate

Any data protection queries should be directed to BFLP management.