

Kingsbury Episcopi Primary School

CONDITIONS OF HIRE 2022

For more information contact the school office on
office@kingsburyepiscopiprimary.co.uk

Name:

Date of Booking:

It is the responsibility of the Hirer to have read and understand these Conditions of Hire and ensure that all Users that attend the Facilities are made aware of any conditions relevant to them.

Where the Hire Period is regular and continuing, these Conditions of Hire shall be binding for all occasions when the Facilities are used unless varied by the School under Condition 17.

Definitions

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

Authority	Somerset County Council
Equipment	Equipment and swimming aids belonging to the School
Facilities	Swimming pool and changing rooms
Headteacher	Headteacher of the School or his/her authorised representative
Hire Period	The period or periods of hire set out in the application form and agreed by the Headteacher
Hirer	The Hirer of the Facilities more particularly described at Condition 1 below
Responsible Body	The School's Governing Body
School	The School grounds and buildings at Kingsbury Episcopi Primary School
User/Users	People using the Facilities as members of the Hirer's party
Written Operating Procedure	Written Operating Procedures (Normal Operating Procedure and Emergency Action Plan) from Guidance for Schools Vol.4 produced by the Council's Health and Safety Unit

1. The Hirer

- 1.1 The Hirer is the person (whether acting as an individual or on behalf of a club or organisation) hiring the Facilities.
- 1.2 The Hirer must be over 18 years of age.
- 1.3 Where the Hirer indicates that he or she signs the application form on behalf of a club or organization they must provide the school with a copy of an up-to-date Criminal Records Bureau checks for those adults who will be supervising the children prior to the Hire period.
- 1.3 Where the Hirer indicates that he or she signs the application form on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the Hirer (cf "with the club or organisation) for any breach or non-observance of these conditions. Should there be any default of payment by that club or organisation, the person signing the form shall be deemed personally liable.
- 1.3.1 The Hirer is responsible for the safety of the Users throughout the Hire Period. The Written Operating Procedures attached to these Conditions of Hire must be adhered to.
- 1.4 The Hirer must hold a current First Aid qualifications (First Aid: Public First Aid Certificate, First Aid at Work Certificate or Emergency First Aid Certificate) as set out in the Written Operating Procedures and must allow the Headteacher to inspect the Hirer's original certificate(s) prior to the Hire Period and thereafter upon request.

2. Application for Hire

Applications for hire must be made in writing by the Hirer on the application form provided by the School. The Facilities will be used solely for the activity described on the application form.

3. Opening Times of the Facilities

The Facilities can be hired at weekends, school holidays and after school when the pool is not being used for School Activities between May and September. The Hirer will not be permitted to use the Facilities during School Day in term time unless specifically agreed with the Head Teacher.

4. Access to the Facilities

- 4.1 Provided the Hire Period has been agreed by the Headteacher or Pool Committee Representative on behalf of the Head Teacher the Hirer and the Users will be given access to the Facilities by the School caretaker or School Pool Representative.
- 4.2 The Headteacher 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 School at any time during the Hire Period.

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

Pool Rules:

- Walking only in the pool area
- Enter and exit the water by a controlled manner
- Only enter the pool when instructed to do so
- Quiet voices at all time
- No acrobatics
- No physical contact with other swimmers
- No diving from the side into the pool
- No jumping

- 5.1 Diving and running around the pool is strictly prohibited;
- 5.2 All swimming equipment stored on the shelves in the pool area is for the exclusive use of the School and should not be used by the Hirer or Users
- 5.3 Alcohol is not permitted and must not be brought to the School. Alcohol should not be drunk by Users or the Hirer prior to using the Facilities;
- 5.4 Smoking is not permitted anywhere in the School;
- 5.5 No food or drink should be consumed in the Facilities;
- 5.6 Users must not eat directly before using the pool;
- 5.7 No children are allowed in the pool enclosure without adult (18 years and over) supervision.
- 5.8 Supervision Ratio for 1 – 20 swimmers is 2 adults, one of which must hold a current First Aid Certificate and be able to swim.
- 5.9 The Hirer and Users must adhere to the maximum number permitted to use the School pool at anyone time: Maximum numbers in the pool at one time: 24 (this requires 3 adults supervising from outside the pool)
- 5.10 Supervisors must not enter the water other than to effect a rescue
- 5.11 The Hirer must carry a mobile phone for emergencies.

6. Hirer's Responsibilities and the Safety of Users

- 6.1 The Hirer is responsible for the safe admission and departure of Users to and from the School and Facilities;
- 6.2 The Hirer is responsible for ensuring that the names of all Users are included in the visitors book located in the changing rooms before entering the swimming pool and are signed out at the end of each Hire Period;
- 6.3 The Hirer is responsible for the behaviour of the Users;

- 6.4 The Hirer is responsible for ensuring that all children under the age of 16 are accompanied by an appropriate adult. If any of the Users are between the ages of 16 and 18 and are not accompanied by an appropriate adult the Hirer must obtain written permission from at least one of their parents to participate.
- 6.5 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;
- 6.6 The Hirer is responsible for any special needs or requirements of the Users;
- 6.7 The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities;
- 6.8 Any equipment brought to the Facilities must be removed at the end of each Hire Period;
- 6.9 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 directly inside the changing rooms area, any use of which should be reported to the Headteacher;
- 6.10 All accidents must be recorded in the First Aid Book as well as to the reported to Head Teacher or Representative of the Pool Committee.
- 6.11 Any near misses to be noted down in pool record book and reported to Head Teacher or Representative of the Pool Committee
- 6.12 Any damage or hazards e.g. sharp edges to be noted in pool record and reported to Head Teacher or Representative of the Pool Committee.
- 6.13 It is everyone uses responsibility to notify the authorities of any concerns, near misses or damage seen.
- 6.14 The Hirer must have access to a mobile phone at all times in case of an emergency;
- 6.15 The Hirer and the Users must participate in any evacuation drills or procedures operated by the School (see Normal Operating Procedures).

7. Condition of Facilities

The Facilities must be left clean and tidy after each hire period. This includes cleaning the toilet and removing all rubbish. If the Facilities are not cleaned to the reasonable satisfaction of the Pool Committee the Hirer will be responsible for the cost to have them cleaned.

9. Payment

£30.00 per 2-hour session plus £20.00 refundable deposit. This will be refunded as long as there is no damage to the pool and equipment. Any cheques made payable to Somerset County Council.

10. Cancellation by the School

- 10.1 The Headteacher/ Pool Committee Representative reserves the right to cancel an agreed booking for reasons including but not limited to: -
- The School requires the use of the Facilities;
 - The School 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 the School's control.
- 10.2 Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. The Authority, the School and 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.
- 10.3 If the Hirer is in breach of these Conditions of Hire the Headteacher reserves the right to cancel a booking immediately and no refund will be given.

11. Cancellation by the Hirer

Full refund given if 24 hours notice is given. 50% refund given if 12 hours notice given. No refund if less than 12 hours notice given.

12. Damage.

- 12.1 Any damage to the Facilities or the School should immediately be reported to the Pool Committee Representative or Head Teacher.
- 12.2 If any damage is done to the Facilities, School equipment or any part of the. School by the Hirer or the Users, the School may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

13. Insurance

It is a prerequisite of this agreement that the Hirer has appropriate insurance cover.

- 13.1 The Hirer is responsible for arranging appropriate insurance cover.
- 13.2 If the Hirer has their own liability Insurance it must comply with SCC policy Guidance. The minimum cover provided for Public Liability should be £5M.
- 13.3 Where a registered charity or other commercial or community group is hiring the pool, they should provide their own cover in accordance with SCC policy guidelines.

13.4 Where individuals or groups do not have their own Public Liability Insurance they **must** take out the insurance provided by SCC, for 12% of the hire charges. This covers the individual/ group for public liability and property damage caused to the school premises. **Details attached**. However, the Hirer must also consider taking out further cover for other risks not included such as cancellation.

13.4 The Hirer agrees to provide the Headteacher with a copy of their insurance policy prior to the Hire Period and thereafter upon request.

14. Liability Generally

Except in the case of death or personal injury caused by the negligence of the School or Somerset County Council, neither the County Council nor the Governing Body of the School shall 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

15. Car Parking

The parking of vehicles at the School site by the Hirer and the Users shall be subject to the agreement of the Headteacher and permitted only 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 property of the School by the vehicles or the presence of such vehicles at the School;
- The Hirer shall maintain at all time adequate means of access for emergency vehicles.

16. No assignment/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, these Conditions of Hire.

17. Variation

The Responsible Body 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 copy is given to the Hirer.

Agreement to Abide by all policies and procedures of the pool

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

Signed by the Hirer

Name in block capitals

Date

Return to the school office or member of the pool committee responsible for Hiring.

Pool Committee/Head Teacher:

I have seen a First Aid Certificate of the hirer, DBS, if hirer is through an organisation, and inducted the Hirer in the NOP and EOP including remedial action should the pool become contaminated.

Signed by Pool Committee/ Head Teacher.....

Name.....

Date.....

Insurance:

Yes / No : I have my own insurance providing a minimum Public Liability cover of £5M.

Yes / No : I wish to take out cover provided by Somerset County Council

Signed by the Hirer :

Name in block capitals :

Date :