

# CHILLESFORD LODGE SWIMMING POOL TERMS and CONDITIONS of HIRE

#### **APRIL 2023**

#### **Definitions:**

Pool Facility/es are defined as the swimming pool complex which includes car parking and pedestrian access as marked on the attached map. Chillesford Lodge Estate Ltd (CLEL) is the nominated Management Company for the facilities. Fee is defined as the amount charged per 30 minute period and is inclusive of VAT. Fees will be reviewed annually and any change published on the Estate website. Invoices will be issued quarterly and payment terms are 14 days. Terms and Condition of Hire include Rules of Use, which ensure a safe environment that complies with all regulations. Hirer is a nominated person/nominated company employee who is responsible for rules compliance.

Slot hire is only valid on receipt of a Confirmed email from the Management company and completion of this form. Minimum Regular Hire Contract Duration is one calendar quarter defined as; Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. on fixed regular weekday(s) to be agreed in advance with the Management Company. Slots will roll onto the next quarter automatically unless notice is given by either party. Notice of termination for Regular Hire is one month. We reserve the right to cancel this contract with immediate effect if the facilities or rules are persistently abused.

#### **HEALTH and SAFETY**

Chillesford Lodge Estate has an all risk Public Liability Insurance which includes all reasonable risk associated with the facilities, copy of this policy can be viewed on request.

All Hirers of the facilities agree to abide by the conditions of hire including compliance with Normal Operating Procedures (NOP) and Emergency Action Plan (EAP).

All equipment is operated and maintained according to manufacturer's warranty requirements.

The Hirer will be required to report immediately to the Management Company any accident, defective equipment/property, or reduction in water quality, so that appropriate action can be taken as necessary.

Any action which necessitates an immediate closure of the pool will be communicated by email to all nominated hirers and credits will be applied for any 30 minute period missed on account of such emergency/unplanned closures.

All exits are to be left clear at all times, valuables should be left at home or locked in cars parked at the owner's risk. The management company cannot be held responsible for any loss damage or theft from the facilities or any vehicles parked on the premises.

#### **CONDITIONS of HIRE**

The minimum age for the Nominated Lead Hire is 16 years. Regular Private Hire periods are reserved on a first come first served basis allocated quarterly, and are **fixed**. In the event that a slot cannot be used for whatever reason, the

hirer can gift the slot to another, or advise the management company who will attempt to sell the slot to a third party. If successful a credit will be placed on the Hirer's account. Hirers may request a swop to another day by arrangement.

#### On arrival into the foyer:

1)ALL outer footwear and coats MUST be left in the foyer. Ideally it is recommended that flip flops or similar CLEAN shoes with no tread are worn on entering the changing room corridor. The floor is non slip and difficult to clean so we request that extra care should be exercised over any shoes with deep tread soles which may bring dirt/grit/sand into the pool room. Flip flops/sliders are best.

- 2) NO TALCUM POWDER is permitted unless hirers use a mat/towel. POWDER cloggs up the non-slip floor rendering it slippery.
- 3) ACCESS to the changing rooms is 10 MINUTES BEFORE the hire period.
- 4) For good hygiene reasons Swim England guidance is to shower before entering the pool.
- 5) Please note: For Health and Safety reasons only babies/toddlers should be put into the play pen at any time Any bags/coats/towels/swim aids taken into the poolroom should be placed on the sofa
- 6) At the end of the swim hire period please collect your belongings and proceed to the changing room.

Larger groups may use the disabled changing room to shower off in prior to or after swimming.

- 7)AFTER SWIMMING ACCESS TO THE CHANGING ROOMS IS LIMITED TO A MAXIMUM OF 20 MINUTES.
- 8)Please leave by the normal key pad door making sure it shuts electronically behind you and that you have left the changing rooms clear and clean.

#### SWIM ENGLAND RULES ON THE SAFETY OF CHILDREN IN/AROUND WATER

On no account whatsoever should children under the age of 8 be allowed into the pool room without an adult present. It is a legal requirement that a minimum of two competent people must be present in the pool room at any time during the hire period. All children under the age of 16 must be accompanied by at least one competent swimmer. The minimum age of competency in and around water is defined as 8 years. All children under the age of 8 must be supervised at all times in all areas of the facility irrespective of their ability, and all babies under 2 must have a dedicated adult responsible for their safety at all times.

#### **HIRER DUTIES**

The hirer and up to 7 guests may swim during the period without the requirement of a lifeguard being present.

#### Lone swimming is strictly by prior arrangement and subject to CCTV monitoring

The Hirer remains responsible for the safety of all their fellow swimmers, including their fitness to swim.

The Hirer remains responsible for ensuring that no one with contagious diseases, (or any other medical condition which may affect the safety of any other person in their group, or the safety of the facility,) are allowed to swim.

The Hirer should ensure that no one in their group swims immediately after:

(i) consuming a heavy meal or alcohol, or (ii) after taking any strong medication or prescribed/recreational drugs (unless specifically approved by a doctor).

#### **RULES**

ALL users of the facilities must have completed a contact sheet and signed agreement to abide by the T&Cs of hire.

(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 required by law.)

**ALL SWIMMERS 16 years and OVER** in the care of the above lead hirer are responsible for their safety in water and must sign acceptance of the Terms and Conditions and Rules of Hire, digital signatures are accepted.

NO FOOD or ALCOHOL is to be consumed on the premises, which are strictly NO SMOKING

Private Hire swimmers may arrange for medical assistance/private swimming instruction during their period

STRICTLY NO DIVING or RUNNING is permitted in the POOL ROOM (the pool is 1.3m deep) JUMPING IN is not recommended and should be supervised at ALL TIMES by the Lead Hirer

All swimming aids and toys MUST BE BS APPROVED and be accounted for and removed from the pool on exit

### ALL NAPPIES MUST BE COMPLETELY CONCEALED with a neoprene swim nappy over the disposable nappy ALL LITTER INCLUDING NAPPIES SHOULD BE REMOVED FROM THE FACILITY and DISPOSED of APPROPRIATELY

The lead hirer **MUST** ensure that any excess water is mopped prior to leaving and all changing room facilities are left clean and tidy within 20 minutes of the end of the hire period. Persistent failure to leave the facilities clean and tidy and or within the prescribed times will result in an immediate suspension of use by those responsible.

All external doors in the pool room should be left as found, any windows opened in the changing rooms should be left closed at the end of the hire period.

All pool room lights should be switched off at the end of the hire period, and the cover closed if no group is following on. Please note all changing room lights are movement sensor lights and are automatically switched on and off.

**ALL CARS MUST OBSERVE THE ESTATE SPEED LIMITS** and drive with extreme caution at all times. **PARKING** is restricted to the **VISITORS** car park unless Hirers have mobility problems requiring **DISABLED** access.

**ALL** accidents should be reported to the Management Company so they can be recorded in the Accident Book.

## NO ACCESS is permitted to the WIDER ESTATE at any time unless PRIOR PERMISSION has been given by CLEL



#### **REGULAR SWIM HIRE FORM**

#### **CONTACT SHEET**

Name of Lead Hirer:	Signature
Mobile/Emergency Contact	Email Address:
Week Day(s) of Hire:	
Time(s) of Hire:	
Commencement DATE:	
at all times to comply with the Rule	and Conditions of Hire of the facilities provided by Chillesford Lodge Estate and of Use which includes acceptance and understanding of the Normal Operating y Action Plan (EAP) which are published on the estate website.
NAME	Signature
NAME	Signature
NAME	Signature
NAME:	Signature