



The
Wendover
Swimming
Pool

The Wendover Swimming Pool Hire Agreement

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Version Control

Version	Date	Author	Notes
20150204.01	4th February 2015	Simon Haywood	First Release
20150828.01	28th August 2015	Simon Haywood	Added clarification re: use of facilities, hire terms and conf code.

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The Document Confirmation Code must be entered by the hirer at the hirer's account page at:

<https://www.wendoverswimmingpool.co.uk/my-account/>

By entering the Document Confirmation Code, the hirer is indicating that they have read this document, and that they accept its contents.

The Wendover Swimming Pool Hire Agreement

Agreement Checklist

The hirer must complete this page indicating acceptance and agreement:

Hirer: <i>(print name)</i>	
Session Manager: <i>(print name)</i>	
Wendover Swimming CIO: <i>(print name)</i>	

The hirer and session manager note (*tick the box*):

<input type="checkbox"/>	The Normal Operating Procedure
<input type="checkbox"/>	The Emergency Action Plan
<input type="checkbox"/>	The nomination of a Person In Charge for every session
<input type="checkbox"/>	The provision of suitably qualified lifeguards, and of assistants
<input type="checkbox"/>	Policy for illness, and action for gross contamination
<input type="checkbox"/>	Opening-up Procedure
<input type="checkbox"/>	Cleaning requirements
<input type="checkbox"/>	Lock-up procedure

Hirer	<i>Signature</i>	<i>Date</i>
Session Manager	<i>Signature</i>	<i>Date</i>
Wendover Swimming CIO	<i>Signature</i>	<i>Date</i>

The Wendover Swimming Pool Hire Agreement

Contents

Summary	6
Person and organisation with responsibility	6
Wendover Swimming CIO	6
Session Manager	6
Person in Charge	7
Responsibilities	7
Wendover Swimming CIO.	7
The Session Manager.	8
Person in Charge	8
Session Operation	8
Opening up	8
Administration	9
Inspection	9
Operation	10
Cleaning	11
Reporting	12
Administration	12
Lock-up	12
Use of Facilities	13
Hire of facilities.	13
Use of the Disability Access Hoist	13
Non-exclusive use.	13
Safeguarding Privacy	14
Responsibility for Hirer's Property.	14
Property of Wendover Swimming CIO	15
Responsibility for property of Wendover Swimming CIO (etc).	15
Property of other hirers	15
Prohibited use.	15
Permitted use.	16
Indemnity	16
Full Indemnity.	16

The Wendover Swimming Pool Hire Agreement

1. Summary

The purpose of this hire agreement is to lay out the terms and conditions of hiring The Wendover Swimming Pool, and the obligations and responsibilities of hirers. This includes the obligations of the hirer to:

- Use the pool safely
- Prevent use of the pool by anyone who is or has been ill
- Deal appropriately with any incidents
- Clean the facility after use
- Undertake the administrative requirements.

2. Person and organisation with responsibility

2.1. Wendover Swimming CIO

The Wendover Swimming Pool is managed by Wendover Swimming CIO. Wendover Swimming CIO is responsible for the safe operation of the pool infrastructure, and for providing the framework for safe day-to-day operations.

Hirers of the pool are responsible for the correct and safe operation of their hire sessions, and as part of this hire agreement hirers are required to nominate a person to take on that responsibility. The person is referred to as a Session Manager.

2.2. Session Manager

Organisations and individuals who hire the pool take on a large part of the responsibility for the safe operation of the pool (for example, ensuring that suitable lifeguard cover is provided, and that pool occupancy is not exceeded).

As part of this hire agreement hirers are required to name the Session Manager. The Session Manager is not necessarily required to attend sessions, but they are required to take on the responsibility of ensuring that the hirer operates the pool safely and in accordance with policies and procedures as published or agreed.

The Session Manager must accept and abide by the Normal Operational Procedure and Emergency Action Plan as provided by Wendover Swimming CIO, unless

The Wendover Swimming Pool Hire Agreement

alternative procedures and plans are provided and are approved and accepted in writing.

2.3. Person in Charge

For every session, the Session Manager must nominate in advance the Person in Charge. The Person in Charge must be present at The Wendover Swimming Pool for the entire duration of the session - including any time before or after the session that may be used (for example) in the changing rooms :

- No one may enter the building until the Person in Charge for the session is on the premises.
- The Person in Charge may not leave the building until everyone attending the session has left.
- Particular care must be taken to properly hand-off responsibility where sessions are back-to-back or overlap.

The Person in Charge is responsible for ensuring that the pool is operated safely, and in accordance with the Normal Operating Procedure and Emergency Action Plan as published by Wendover Swimming CIO (or as otherwise agreed).

All staff, volunteers, swimmers and other visitors must at all times follow the instruction and direction of the Person in Charge.

3. Responsibilities

3.1. Wendover Swimming CIO.

Wendover Swimming CIO will ensure that:

- All hirers accept and abide by the recommendations and directions of the Normal Operating Procedure and Emergency Action Plan and that they nominate a Session Manager.
- The Normal Operating Procedure and Emergency Action Plan for The Wendover Swimming Pool are displayed at the pool.
- The infrastructure of the pool is operated safely and in accordance with procedures and guidelines as published.



The Wendover Swimming Pool Hire Agreement

- Equipment and consumables are provided enabling the safe operation of the pool.
- Exit doors, alarms, fire-fighting equipment, break glass call points and information and emergency signage are regularly checked and kept free from obstruction.

3.2. The Session Manager.

The Session Manager will ensure that for sessions that they operate:

- Appropriate staff and/or volunteers are on duty at the pool when it is open - including adequately trained lifeguards, and first aid practitioners.
- A Person in Charge is nominated and present when the pool is open.
- All staff and/or volunteers are adequately trained in the procedures detailed in this document.

3.3. Person in Charge

The Person In Charge will:

- At the beginning and end of every session complete and check the list of required actions, and sign-off to verify that the required tasks and actions have been completed.
- Ensure that the pool is operated according to the procedures as published.
- Assume overall control of the pool when they are on duty.
- Take charge in the event of an emergency or other incident, and follow the procedures outlined in the Emergency Action Plan.
- Close the pool if it is not possible to operate in accordance with the procedures and guidelines as published.

4. Session Operation

4.1. Opening up

Where there is no session immediately preceding, it will be necessary to unlock the building to gain access. Access control tags are issued to Session Managers, for

The Wendover Swimming Pool Hire Agreement

distribution to the Person in Charge. Access control tags are uniquely identified, and their use is logged.

The opening up procedure includes:

- Opening the front door using the access control tag.
- Setting the latches on the front door to allow access to others.
- Clearing the intruder alarm using the code provided.
- Accessing the key safe using the code provided (and then scrambling the code on the key safe so that it is not visible to others).
- Using the keys stored in the key safe to unlock internal doors.
- Removing the pool cover.
- Installing the pool access steps.

4.2. Administration

At the start of every session, the Person in Charge must ensure that a session log is commenced. The name of the Person in Charge, and the time must be logged at the start of each session.

Further items on the session log must be completed by the Person in Charge, or delegated appropriately.

The session log must be signed off by the Person in Charge at the end of each session.

4.3. Inspection

Before commencing a session, and allowing swimmers and other visitors into the building or pool, the Person in Charge must check the facility:

- The water has been recently checked, and is safe.
- All emergency exits are unlocked, accessible and available to be used.
- All internal doors leading to public areas are unlocked.
- All internal lights are working.

The Wendover Swimming Pool Hire Agreement

- When it is dark outside (or will be during the course of the session), the pool lights are working.
- The pool and the poolside is clean, tidy and free from debris.
- That the changing rooms are clean, tidy and free from debris, and that the floors are dry or have been recently squeegeed.

Particular care must be taken to ensure appropriate inspection when sessions are scheduled back-to-back, and hirers or other operators must co-operate and liaise.

Where an inspection reveals a failing, then the Person in Charge must decide whether or not the session can go ahead.

In some circumstances, the Person in Charge may be able to carry out corrective action before the session commences. For example if the changing rooms are dirty, or the floor is wet, then the Person in Charge should rectify that problem before their session commences.

In this example, it would be unacceptable that the Person in Charge had found the changing rooms in that state, but nevertheless, the Person in Charge must rectify the problem before their session commences, and seek redress at a later time.

If an inspection reveals a failing that cannot be corrected, then the session must not operate.

4.4. Operation

The Person in Charge must ensure that the pool is operated according to the Normal Operational Procedure and Emergency Action Plan (or other procedures and plans as agreed and accepted for Wendover Swimming CIO), noting in particular the policies, procedures and guidelines relating to:

- Ensuring that no-one may use the facility unless the Person in Charge is on the premises.
- Provision of appropriate lifeguard cover by qualified person(s).
- Provision of an assistant to the lifeguard.
- Maximum instantaneous capacity, and bather load.

The Wendover Swimming Pool Hire Agreement

- Prevention of walking-in of dirt (no outdoor shoes in the changing rooms, or on the pool side).
- Prohibition of swimmers who have been recently ill:
 - *Do not swim if you have an upset stomach or diarrhoea, or have had diarrhoea within the past 48 hours.*
 - *If you have been to the doctor because of an upset stomach or diarrhoea, and you have received a diagnosis, then do not swim for 14 days.*
- Dealing immediately and effectively with gross contamination in or around the pool.
- Appropriate escalation and notification of any and all incidents.

4.4.1. Cleaning

At the end of every session, the Person in Charge must ensure that the facility is left clean, tidy and free from debris:

- All swimming aids and other items should be returned to their appropriate storage boxes.
- All chairs should be returned to their designated storage place.
- If required, the poolside must be rinsed using pool water and washed away from the pool.
- The changing rooms must be cleared of any dirt and rubbish.
- The toilets must be cleared and flushed.
- The changing room floors must be squeegeed to be clean and dry.
- Any dirt or debris from the changing room floor must be picked up and disposed of in the bin, and not washed into the drain.
- If required, the bins should be emptied to the main bins outside.

Care must be taken to ensure appropriate cleaning when sessions are scheduled back-to-back, and hirers or other operators must co-operate and liaise. In particular, the changing room floors must be cleared from debris, and squeegeed to be clean and dry at the end of every session - even if another session immediately follows.

The facility must be cleaned according to these guidelines even if the facility was not found in a clean and tidy state.

The Wendover Swimming Pool Hire Agreement

4.5. Reporting

The Person in Charge must ensure that any incidents, accidents, or problems with the facility are reported without delay via the Session Manager to Wendover Swimming CIO.

4.6. Administration

At the end of every session, the Person in Charge must ensure that the session log is completed and signed-off.

4.7. Lock-up

Where there is no session immediately following, it will be necessary to close the building.

The closing procedure includes:

- Removing the pool access steps.
- Deploying the pool cover.
- Locking all internal doors.
- Switching off all lights (except hallway and exterior front courtesy light).
- Locking all keys in the internal key safe, and scrambling its code.
- Releasing the latches on the front door to enable its locking.
- Setting the intruder alarm using the code provided.
- Exiting the building, and ensuring that the front door is securely locked.

Specific arrangements may be made for certain sessions (for example, it may be agreed that it is not necessary to deploy the pool cover). However under no circumstances should the facility be left unlocked and unattended.

It is the responsibility of the Person in Charge to ensure that no-one is left or locked in the building after a session. Particular care must be taken when sessions are scheduled to run back-to-back. The Person in Charge must not leave the facility until all persons associated with their session have vacated the facility - even if there is an incoming Person in Charge for the next session.

The Wendover Swimming Pool Hire Agreement

5. Use of Facilities

5.1. Hire of facilities.

The hirer is charged a fee for the use of the facilities. The fee may be a fixed flat amount or an hourly amount according to the agreement.

- The available facilities include the pool, the changing rooms, and the foyer area.
- Unless specifically agreed, hirers are not granted use of the outside patio area, the office, or any other area.
- Agreed hiring hours (either when the facility is hired by the hour, or on a fixed flat fee) are hours in the pool (note section 5.2).

5.2. Use of the Disability Access Hoist

Wendover Swimming CIO provides and maintains a Disability Access Hoist, to help facilitate the use of the pool by people with limited mobility.

- The Disability Access Hoist is provided on a “Best Efforts” basis, and its availability cannot be guaranteed.
- The Disability Access Hoist may not be operated by any hirer who has not received full training.
- Provided all operators have received training, the Disability Access Hoist may be used by hirers during their sessions, for the sole purpose of assisting people with limited mobility.
- When the hirer uses the Disability Access Hoist, they accept full responsibility for its safe and correct operation, and fully indemnify Wendover Swimming CIO for any incident or accident.

5.3. Non-exclusive use.

Unless specifically agreed, hirers are not granted exclusive use of the facilities.

- Hirers (except by specific agreement) are granted exclusive use of the water during their agreed hire period.

The Wendover Swimming Pool Hire Agreement

- Hirers are not granted exclusive use of the changing areas. The facilities are hired according to “time in the pool”, and so a cross-over between hirers in the changing rooms may be required (for example: hirer one is in the pool whilst hirer two is getting changed from dry to wet; then hirer two is in the pool whilst hirer one is getting changed from wet to dry).
- Hirers are not granted exclusive use of the foyer area.
- Staff, Volunteers, Contractors or Visitors of Wendover Swimming CIO may at any time be on the premises in any part of the facility for a variety of reasons including (but not limited to) maintenance, repairs, cleaning, staff meetings, etc.

5.4. Safeguarding Privacy

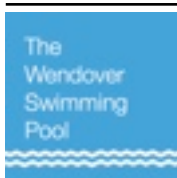
- Representatives or contractors of Wendover Swimming CIO will generally not enter the changing rooms when the facilities are hired and the changing rooms are in use, unless important and immediate action is required (for example: a pipe is leaking and causing damage).
- Representatives or contractors of Wendover Swimming CIO will not enter the changing room for members of the opposite sex, or either changing room where the hirer is a school, unless immediate action or intervention is required in the changing room and there is a risk of injury, death or serious incident if that action is not taken.

Hirer’s Property

5.5. Responsibility for Hirer’s Property.

The hirer assumes sole responsibility for their own property, and that of anyone using the facility whilst it is being hired (for example, swim school customers). Wendover Swimming CIO will accept no responsibility for any lost, stolen or damaged items whilst the facilities are hired.

Hirers are recommended to consider a range of scenarios, particularly when hire sessions are “back-to-back”, and a session immediately precedes or follows another session. Examples include (but are not limited to):



The Wendover Swimming Pool Hire Agreement

- Valuable items - including portable electronic devices, credit cards and cash - left by swimmers when they are in the water.
- Similar clothing (for example, school uniform) when it is left by swimmers when they are in the water.

Selected hirers may at the sole discretion of Wendover Swimming CIO, leave items at the facility. Items may include (for example) swimming aids that the hirer uses during hire sessions. Wendover Swimming CIO may provide storage for these items. Any such items, however and wherever they are stored, remain the sole responsibility of the owner. Wendover Swimming CIO will accept no responsibility in the event that items are lost, damaged, stolen or misused - regardless of the circumstances.

6. Property of Wendover Swimming CIO

6.1. Responsibility for property of Wendover Swimming CIO (etc).

The hirer accepts responsibility for the property of Wendover Swimming CIO, and for items that are part of the facility including (but not limited to); swimming aids, pool equipment, the pool liner, the pool cover, furniture, fixtures, fittings and structures.

- “Fair wear-and-tear” is accepted. An example of fair wear-and-tear would be an old swimming aid finally breaking, or an old toilet flush mechanism finally failing.
- Damage due to misuse, malicious intent or bad behaviour is not accepted. An example would be deliberate misuse of swimming aids, such that they are damaged or broken, or the repeated and violent use of a toilet flush mechanism such that it breaks.
- Where damage or breakages (etc) are not in the sole opinion of Wendover Swimming CIO fair wear-and-tear, hirers will be charged either the full new-for-old cost of replacing items, or the full repair cost - at the sole discretion of Wendover Swimming CIO.

7. Property of other hirers

7.1. Prohibited use.

Hirers are prohibited from using the property of other hirers that may be left on the premises - regardless of whether that property is locked away or otherwise.

The Wendover Swimming Pool Hire Agreement

7.2. Permitted use.

Hirers are permitted to use pool equipment (for example, swim aids) that are provided by Wendover Swimming CIO, with certain conditions:

- The equipment is on the pool side, and is not locked away - or otherwise put “out of use” (for example, by labelling). Equipment that is not on the poolside (for example, it may be stored in a cupboard in the office) is not available for use by hirers.
- The equipment is used solely for the purpose for which it was intended and designed.
- The equipment is not damaged.
- The equipment is returned to its correct storage place.

8. Indemnity

8.1. Full Indemnity.

The hirer will fully indemnify Wendover Swimming CIO relating to all activities at the facility, including (but not necessarily limited to):

- Damage to equipment or to the facility.
- Loss of items by users.
- Injury to or death of any person using or at the facility during hire sessions.

Hirers are required to hold appropriate public liability and professional indemnity insurance.