



Swindon Sub Aqua Club
 Supermarine
 South Marston
 Swindon.
 SN3 4BZ
 Tel: 07730398425
 Website: www.swindive.co.uk

Pool Hire Request Form

Information about You/Your Organisation

Organisation/Club	
Registered Charity No.	
Hirer's Name	
Address	
Postcode	
Contact Telephone No.	
Contact E-mail Address	

Information about your Booking Request

Activity	
Duration of Pool Hire	
Day(s) required	
Frequency required	
Start time	
Finish time	
Maximum attendance per session.	

Pool Hire Charges: £50 per hour. Minimum hire period 1 hour. Payment in advance of booking.

Pool hire includes the use of the changing facilities, toilets and adjacent meeting / lecture room.

Do you require any equipment?

(Please specify)

Do you require disabled access? Yes / No

Will instruction of physical activities take place? Yes / No

(N.B. to enable us to process this request you must submit the following documents:

- a) instructor or club indemnity insurance
- b) current evidence of competency to instruct e.g. Instructor qualification, coaching certificate, affiliation to National Governing Body)

Insurance – Please delete clause (a) or (b) as appropriate

(N.B. to enable us to process this request you must submit the following documents:

Photocopy copy evidence of an appropriate current insurance certificate including £2 million public liability cover.

Children/Young People and Vulnerable Adults – Please delete clause (a) or (b) as appropriate:

- a) I confirm that there are no circumstances during the activity where adults have contact with children, young people or vulnerable adults where their parent, guardian or carer is not present,
- b) I confirm that my organisation is part of a national organisation that undertakes a Disclosure & Barring Service (DBS) on its volunteers and employees and/or all adults working with children, young people or vulnerable adults are DBS cleared. Copies of clearances may be required and must be produced on request.

I agree on my own behalf, and on behalf of the Organisation that I represent, to comply with and be bound by the Conditions of Hire as laid down by Swindon BSAC and with the Club Rules & Byelaws. I declare that I am over 18 years of age.

Signature: _____ **Name in Print:** _____

Date: _____

i **How information about you will be used:** The information you provide will be used by Swindon BSAC to book details and to contact you as required. Your contact details may be shared with the Club Committee for the purposes of arranging the booking.

Conditions of Hire

- 1. Interpretation:**
 - a) 'The Hirer' means the person (whether acting as an individual or on behalf of an organisation or club) hiring the Pool and shall include any person purporting to act on behalf of such Hirer. No person under 18 years of age will be accepted as the Hirer and proof of identity/age may be required.
 - b) 'The Booked Period' means the period of time reserved for the Hirer for each session.
- 2. Correspondence:**
 - a) All applications for hire must be made on the 'Pool Hire Request Form' and enquiries relating to the hiring made using the address or telephone number printed on the front of the form.
 - b) The use of Swindon BSAC as a mailing address by the Hirer is not permitted.
- 3. Hire:**
 - a) All bookings are subject to the times stated and entry to the facilities will be allowed only from the time specified. Sufficient time should be included within bookings to take account of setting up and clearing away equipment and the facilities must be vacated at the end of the Booked Period.
 - b) An additional charge will be payable if the facilities hired are not vacated on time. This will be one hour's hire fee and repeated instances may result in the block hire being terminated.
 - c) The Hirer may not use a facility for any purpose other than that agreed at the time of the booking and may not sub-let facilities or assign the booking to a third party. If facilities are used for purposes other than those stated on the Booking Agreement, the Club reserves the right to terminate the booking.
- 4. Payment:**
 - a) Payment must be made in advance of the Booked Period.
 - b) Cheques must be made payable to 'Swindon BSAC'
- 5. Acceptance of Bookings:**
 - a) All bookings are provisional until the Hirer has received confirmation in writing from the Club and the first payment has been received. If payment is not received by the first due date the provisional booking will be cancelled and the facilities will be made available to other hirers.
 - b) The Club reserves the right to refuse any application or to cancel or terminate any booking with or without notice at any time for any reason whatsoever without being bound to give any reason for doing so.
- 6. Charges:**
 - a) Hire charges will be in accordance with the current charges laid down by the Club. The Club reserves the right to vary charges at any time giving one month's notice and the Hirer will be liable to pay those charges that are current at the date for which the facilities are booked.
 - b) Additional charges will apply when a hire exceeds the Booked Period or where the Hirer leaves the facility or equipment in a damaged or unusable state.
- 7. Cancellation by the Club:**
 - a) The Club reserves the right to cancel a booking due to unforeseen circumstances or consider that the facilities are unfit for use.
 - b) Any hire charge paid in respect of a hiring that is cancelled by the Club will be refunded with the exception of a cancellation arising through the failure of the Hirer to comply with the Conditions of Hire when a full charge may be made. Refunds will not be made to individuals where the Booking Agreement is in the name of a school, a club or an organisation.
 - c) The Club will not be liable for any expenditure incurred or loss sustained by the Hirer, directly or indirectly, as a result of a refusal, cancellation or termination.
- 8. Cancellation by the Hirer:**
 - a) Cancellation must be received by the Club in writing at least 10 days before the Booked Period or charges for that booking will be retained.
- 9. Insurance:**
 - a) The Hirer shall indemnify the Club against any claims for damages, costs or expenses in respect of personal injury, death or loss of or damage to property sustained by any person during or in consequence of the hiring.
 - b) The Hirer shall affect insurance under a policy arranged by the Club unless evidence of alternative insurance is provided to cover legal liability up to £2 million for injury/illness to third parties and/or loss or damage to their property, and for loss or damage to the premises and contents being hired.
- 10. Supervision:**
 - a) The Hirer is responsible for the supervision, stewarding, admission and removal of those attending the Pool and shall provide a sufficient number of suitable qualified persons to carry out these responsibilities.
 - b) The Hirer must ensure that the maximum number attending the hiring does not exceed that specified in the Booking Agreement and that supervision ratios for specific facilities/activities are adhered to. Failure to comply will be considered a breach of Health & Safety regulations and may result in the booking and any future bookings being terminated.
 - c) Supervision Ratios require 1 qualified diving instructor to be in attendance to a maximum of 6 students. If participants are qualified scuba divers then activities can be pursued in the pool as long as a minimum of 2 individuals are present.

- 11. Admission and Removal:**
- a) Vehicles must be parked in car park bays. Under no circumstances are cars to be parked on access roads, in no-parking areas or in disabled parking bays (unless a valid permit is displayed).
 - b) Access to the Club is at all times through the front entrance only, unless otherwise agreed with the Club.
 - c) The Club retains the right to refuse admission or to remove/eject, or direct the Hirer to do so, any person who is contravening the Conditions of Hire or acting in an anti-social or dangerous manner during the hiring.
 - d) The Hirer must comply with all reasonable requests and directions given by members of the Club Committee or nominee and allow them access to facilities at all times. The Club reserves the right to halt or terminate the hiring in an emergency or if the Conditions of Hire are contravened.
- 12. Clothing and Footwear:**
- a) The Hirer must ensure that appropriate clothing and footwear are worn for pool side use.
- 13. Notices and Sales:**
- a) Fly posting is not permitted and no posters, signs, banners or other display materials may be fixed to any internal or external doors, walls, windows or Club notice boards without prior permission from the Club Committee or nominee.
 - b) The Hirer shall not sell or allow to be sold on the premises any refreshments, tobacco or goods of any description without prior permission.
- 14. Broadcasting and Photography:**
- a) Sound or television broadcasting, filming or photographic rights cannot be exercised without prior permission from the Club. If such permission is given the Club reserves the right to be party to any negotiations and to share any income and publicity derived.
 - b) No copyright music may be performed/played without prior permission from the Club. Where permission is given and sound recordings are played in public, the Hirer must ensure that the appropriate licence fees are paid to Phonographic Performance Limited (PPL). The Centre Duty Officer has authority to control the volume of sound caused by musical equipment during the hiring.
 - c) The use of cameras, video and other photographic equipment is not permitted without permission from the Club.
- 15. Personal Property:**
- a) The Club will not make good or accept responsibility for the loss, theft or damage of or to property of the Hirer brought into or left in the Club.
 - b) The Club provides changing facilities and lockers to deposit personal property. It is advised that these facilities are used and that bags and belongings are not taken into activity areas.
- 16. Equipment:**
- a) The Hirer will be held responsible for damage to equipment/fittings/furnishings and premises unless deemed to be reasonable/acceptable wear and tear and must pay the Club the cost of repairing or making good any damage arising from the hiring.
 - b) The Hirer shall not bring any equipment into the Club without prior permission from the Club. Where permission is given, all electrical appliances must have a current Portable Appliance Test (PAT) certificate.
 - c) The Hirer shall not attempt to erect or dismantle equipment unless trained to do so, or shall only do so under the supervision of the Club.
 - d) The Hirer must ensure that the room and any cupboards opened for use are locked again at the end of the Booked Period.
- 17. Health and Safety:**
- a) Use of the Centre and of all equipment is permitted entirely at the users own risk. The Club shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of the Club or its equipment or of the negligence of the Club.
 - b) The Hirer must report accidents, near accidents or dangerous occurrences to the Club immediately after the incident and must complete an Accident Report Form.
 - c) The Hirer is required to make themselves aware of the Fire Regulations and emergency evacuation procedure for the Club. In the event of an emergency situation, the advice and directions provided by the Club must be strictly adhered to.
 - d) The Hirer must ensure that no gangways, doors or fire exits from or within the Club are blocked or obstructed and that fire appliances are not removed or tampered with.
 - e) The Club operates a strict 'No Smoking' policy and bookings are accepted on that condition.
 - f) The Hirer must ensure that no animals, excluding guide dogs or hearing dogs, are allowed into indoor facilities without permission.
 - g) The Hirer must conduct the hiring in a safe, orderly and lawful manner in accordance with any relevant by-laws and facilities should be left in good order and a safe condition.
- 18. Supply of Information:**
- a) The Hirer must satisfy the Club that activity leaders/coaches possess qualifications that are appropriate for the level of activity detailed on the Booking Agreement. The Hirer must present evidence of qualifications in advance of the first Booked Period together with the names of all leaders / coaches / instructors. The Council may ask to see appropriate documentation at any time.
 - b) The Hirer shall, if requested, supply to the Club the names and addresses of persons taking up the Booked Period and provide the age of those who are minors.