

Cardew Lodge Swimming Pool

Conditions of Hire

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 Cardew Lodge under Condition 15.2.

1. DEFINITIONS

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

Cardew Lodge	D.W. and M.I. Mallinson of Cardew Lodge, Dalston T/A Cardew Lodge
Cardew Lodge Representative	Cardew Lodge or his/her authorised representative
Facilities	Swimming pool and changing rooms at Cardew Lodge's premises
Hire Period	The period or periods of hire set out in the application form and agreed by the Cardew Lodge Representative
Hirer	The Hirer of the Facilities more particularly described at Condition 2 below
User/Users	People using the Facilities as members of the Hirer's party
Pool Rules	Cardew Lodge Swimming Pool Rules as may be amended from time to time by Cardew Lodge

2. THE HIRER

- 2.1 The Hirer is the person (whether acting as an individual or on behalf of a club or organisation) hiring the Facilities.
- 2.2 The Hirer must be over 18 years of age.
- 2.3 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 such person signing the form shall be jointly and severally liable with the Hirer 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. Such person must be present at all times when the Hirer is using the Facilities unless otherwise agreed with the Cardew Lodge Representative.

2.4 The Hirer is responsible for the safety of the Users throughout the Hire Period. The Pool Rules attached to these Conditions of Hire must be adhered to.

3. APPLICATION FOR HIRE

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

4. ACCESS TO THE FACILITIES

4.1 Provided the Hire Period has been agreed by the Cardew Lodge Representative the Hirer and the Users will be given access to the Facilities by the Cardew Lodge Representative.

4.2 The Cardew Lodge Representative 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 Cardew Lodge at any time during the Hire Period.

5. USE OF THE FACILITIES AND SAFETY OF USERS

5.1 The Hirer acknowledges that Cardew Lodge does not have a life guard on duty at the Facilities and agrees that the Hirer shall be solely responsible for the health and safety of all Users.

5.2 The use of the Facilities is dependent upon the Hirer and the Users observing the Pool Rules.

5.3 No children are allowed in the pool enclosure without adult (18 years and over) supervision.

5.4 Not less than 2 adults, one of whom must be able to swim, must be present in the pool area at all times.

5.5 Supervision Ratio for Users under 18 years of age is 1 adult for every 2 Users.

5.6 The Hirer and Users must adhere to the maximum number permitted to use Cardew Lodge pool at any one time: Maximum numbers in the pool at one time is 8 people (this requires a minimum of 2 adults supervising from outside the pool if the Users are under 18 years of age, and 2 adults supervising from the water if all Users are over 18 years of age).

5.7 Children should always be supervised when using the Facilities. Many hazards including ponds and running water are present and the responsible adult takes full responsibility for supervision. Animals including (but not limited to) dogs, donkeys, goats and pigs are present and should not be approached or handled.

5.8 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 in the marked kitchen drawer, any use of which should be reported to the Cardew Lodge Representative.

5.9 All accidents must be recorded in the Site Accident Book as well as reported to the Cardew Lodge Representative as soon as possible.

5.10 Any damage or hazards e.g. sharp edges to be noted in pool record and reported to the Cardew Lodge Representative.

5.11 The Hirer must have access to a mobile phone at all times in case of an emergency. The site location is displayed on the pool safety rules poster and should be given to emergency services in the event of an accident.

5.12 The Hirer and the Users must participate in any evacuation drills or procedures operated by Cardew Lodge.

6. HIRER'S RESPONSIBILITIES

6.1 The Hirer is responsible for the safe admission and departure of Users to and from Cardew Lodge and Facilities. Late departure outside of the allocated time will be charged at full price for the following booking slot, with no exceptions.

6.2 The Hirer is responsible for the behaviour of the Users.

6.3 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.

6.4 The Hirer is responsible for any special needs or requirements of the Users.

6.5 The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities.

6.6 Any equipment brought to the Facilities must be removed at the end of each Hire Period.

7. CONDITION OF FACILITIES

7.1 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 Cardew Lodge Representative, the Hirer will be responsible for the cost to have them cleaned.

8. PAYMENT

8.1 Single bookings must be paid in full (cash) on arrival by placing agreed fee in in the provided envelope, signed and placed in collection box.

8.2 Block bookings (4No slots) must be paid in full on arrival for first booking (cash/cheque) by placing agreed fee in provided envelope, signed and placed in collection box. Cheque should be made payable to "M Mallinson".

8.3 Annual bookings (48No slots) should be paid by direct debit, contact the Cardew Lodge Representative for further details.

9. CANCELLATION BY CARDEW LODGE

9.1 Cardew Lodge reserves the right to cancel or amend an agreed booking for reasons including but not limited to:

- 9.1.1 Cardew Lodge requires the use of the Facilities;
- 9.1.2 Cardew Lodge considers that the Facilities are unfit for use; or
- 9.1.3 Any reason beyond Cardew Lodge's control.

9.2 Cardew Lodge will give as much notice as reasonably practicable in the event of any cancellation in accordance with Condition 9.1. The booking can be transferred to another date, or the Hirer will be reimbursed in full for any part of the booking not used. Cardew Lodge will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer or the User, arising from cancellation.

9.3 If the Hirer is in breach of these Conditions of Hire, Cardew Lodge reserves the right to cancel a booking immediately and no refund will be given.

10. CANCELLATION BY THE HIRER

10.1 Full refund given if 48 hours' notice is given. No refund if less than 48 hours' notice given.

11. DAMAGE.

11.1 Any damage to the Facilities should immediately be reported to the Cardew Lodge Representative.

11.2 If any damage is done to the Facilities by the Hirer or the Users, Cardew Lodge may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

12. INSURANCE

12.1 Cardew Lodge has in place public liability insurance for the Facilities to a maximum cover level of £5,000,000. A copy of the policy is available upon request. Such insurance shall not cover the Hirer's property nor that of any third parties.

12.2 Any additional cover required by the Hirer shall be at the Hirer's expense and the Hirer shall be responsible for organising the same.

13. LIABILITY

13.1 Except in the case of death or personal injury caused by the negligence of Cardew Lodge, Cardew Lodge hereby limits its liability 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 to the cost of the hiring the Facilities for the Hire Period.

13.2 All personal belongings are stored at owner's risk. No liability for loss or theft will be carried by Cardew Lodge.

14. CAR PARKING

14.1 The parking of vehicles at Cardew Lodge site by the Hirer and the Users shall be permitted only on condition that:

- 14.1.1 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 Cardew Lodge by the vehicles or the presence of such vehicles at the Facilities;
- 14.1.2 the Hirer shall maintain at all time adequate means of access for emergency vehicles.

15. GENERAL

15.1 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.

15.2 Cardew Lodge 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.

15.3 No failure or delay by either party in exercising any of its rights under these Conditions of Hire shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of these Conditions of Hire shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15.4 The Hirer acknowledges that, in entering into the hire agreement, it does not rely on any representation, warranty or other provision except as expressly provided in these Conditions of Hire, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15.5 In the event that one or more of the provisions of these Conditions of Hire is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of these Conditions of Hire. The remainder of these Conditions of Hire shall be valid and enforceable.

15.6 No part of these Conditions of Hire is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions of Hire.

15.7 These Conditions of Hire shall be governed by and construed in accordance with the laws of England.

15.8 The parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any dispute or claim arising out of or in connection with these Conditions of Hire.

Name of hirer

Address.....

.....

.....

Signature.....

Date.....

Tel

Email.....