**Appendix H1**

 **BUCKINGHAMSHIRE COUNCIL**

**CONDITIONS FOR THE HIRE OF SCHOOL POOLS**

**School pools are hired to other schools in school time, or groups outside of school time, under the following conditions:**

**Booking and Users**

1. For all external hires, an application form must be completed prior to use and confirmed in writing by the school.
2. The hirer will supply all details of the intended usage to which the pool will be put and will put in place such arrangements as are necessary to comply with the requirements of the pool NOP & EAP for the intended use.
3. The user must provide a written assessment of the risks arising from their use of the pool.
4. Proof of the currency of qualifications held by those teaching or lifeguarding sessions will be required by providing sight of original certification.
5. The hirer will not sublet the facilities or any part thereof and should they do so or attempt to do so the school shall be entitled to cancel the hiring*.*
6. The booking form does not entitle the hirer to access at times other than those shown on the booking form.
7. The right of entry to the pool is reserved to *the school representative* and any police officer on duty at the time of the hiring.
8. No animal shall be allowed to enter the facility other than a guide dog accompanying a visually impaired person.

**Payment**

1. *The school reserves the right to alter charges and fees at any time without prior notice, but once the booking has been confirmed, prices will be held for the duration of that booking period.*
2. *Any other conditions relating to the payment of fees should be put in here. Deposit / payment method / cancellations / failure to pay / date of payment / etc.*
3. The hirer will take good care of, and not cause any damage or suffer any damage to be done to the facility or any part or parts thereof or any fittings, equipment or other property either in the facility for their use or left by another person and shall make good and pay for any damage caused by reason of their use of the facility (fair wear and tear excepted).
4. The hirer shall be liable for and shall indemnify the school in respect of any loss or damage which may be incurred by or happen to the hirer or any persons in their employ or any subcontractors or any other person resorting to the facility by reason of the facility by the hirer, save to the extent that such loss or damage is due to the negligence of the school.

**Hirer’s Responsibilities**

1. The hirer shall be responsible for the efficient supervision of the pool (including lifeguards), the effective control of children, the safe admission and departure of persons to and from the facility and the orderly and safe clearance of the facility in case of an emergency.
2. The hirer shall be responsible for the safety of people using the facility and for the preservation of good order and decency therein.
3. The hirer shall be responsible for ensuring that all doors giving egress to the pool shall be kept unfastened, unobstructed and immediately available for exit during the whole of the time the pool and changing rooms are in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the pool facilities.
4. The hirer will be responsible for adhering to HSG 179 ‘Managing Health and Safety in Swimming Pools’ 4th Edition, Published 2018, which they can purchase from the Health and Safety Executive (HSE), also available to download free from: [www.hse.gov.uk](http://www.hse.gov.uk)
5. The hirer will be responsible for meeting the legal requirements of the Health & Safety at Work Act 1974 in all respects and, should the school specify any additional requirements the hirer shall agree to meet such requirements.
6. The hirer will be responsible for taking out such insurance policies as are required by the school to indemnify it against any damage incurred or claims arising from the occupiers’ use.

**Musical Performance and Electrical Apparatus**

1. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced on request. The hirer will indemnify the school against the infringement of copyright which may occur during the hiring.
2. Any electrical apparatus must be connected via circuit breakers to current British Standards Institute specifications and must be in sound condition in compliance with PAT testing.