

POOL HIRE AGREEMENT

INTRODUCTION

Definitions

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

Equipment: All equipment and swimming aids belong to the Sandside Lodge Aquatic Pool.

Facilities: The Sandside Lodge Aquatic Pool, the changing rooms, toilets and all existing poolside furniture and fittings.

Hire period: The period or periods of hire set out in the application form and agreed by the Sandside Lodge Aquatic Pool Senior Leadership Team. The Hire period encompasses all actions taken to set up the pool for its intended use and to return the pool to its pre-hire condition.

Hirer: The Hirer of the Facilities more particularly described at Condition 1 below.

Reasonable Body: Sandside Lodge School in accordance with the PWTAG Code of practice.

User/Users: People using the Facilities as members of the Hirer's party.

Written Operating Procedures: Normal Operating Procedure (NOP) and Emergency Operating Procedure (EOP)

Procedures:

Conditions

1. The Hirer

- 1.1 The Hirer is the person (whether acting as an individual or not) completing the hire booking for the Facilities.
- 1.2 The person with overall responsibility for the hire of the pool must sign two copies of the Hire Agreement Form. Hirers will also be provided with a copy of the Normal Operating Procedures (NOP) and Emergency Operating Procedures (EOP).
- 1.3 One member of the Users, who will be present throughout the period of hire, must be certified as trained in resuscitation and emergency first aid. Evidence to support such training should be made available to the Sandside Lodge Aquatic Pool Aquatic team at time of booking.

2. Application for Hire

2.1 Applications for hire must be made in writing by the Hirer using the application form provided by the Sandside Lodge Aquatic team. The Facilities are to be used solely for the activity described on the application form. Bookings must be paid in full at the time of booking.

- 2.2. Opening Times of the facilities will be discussed on booking and session slots given, these sessions slots must be adhered to at all times as the pool is in use for others.
- 2.3 The Facilities can be hired at any time during daylight hours when the pool is not in use for Sandside Lodge students or undergoing maintenance.

3. Access to the Facilities

- 3.1 Provided the Hire period has been agreed by Sandside lodge Aquatic team the Hirer and the Users will be given access to the Facilities for the specified hire period only and will be given an Aquatic key fob which gains them access to the pool facilities only. The facilities must be cleaned according with the Sandside procedures and left tidy and all users must have vacated the pool area by the end of the specified hire period session
- 3.2 The Sandside Lodge Aquatic team 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 the facilities at any time during the hire period.

4. Hirer's Responsibilities and the Safety of Users

- 4.1 The hirer shall be responsible for ensuring at all times that adequate supervision and proper instruction is provided to all Users taking part in the hire to ensure the safety of any activity for which the Facilities are used.
- 4.2 The hirer will maintain good order throughout and shall not allow any inappropriate behaviour, disturbance or disorder. Any persons displaying such behaviour may be removed from the building.
- 4.3 Training will be provided for staff attending comprising of details on the policies and procedures of using the pool. Information will be given to the hirer for reference.
- 4.4 All staff and users will fill out a pre-pool screening and questionnaire assessment.
- 4.5 The hirer must be over 18 years of age.
- 4.6 The hirer is responsible for the health and safety of all users throughout the hire period. the Normal Operating Procedures established for the use of the swimming pool must be adhered to at all times and any incidents reported to the Aquatic team.
- 4.7 The hirer is responsible for ensuring that all children under the age of 18 are assessed before accessing the pool and are accompanied by appropriate staff ratios during the period of the hire.
- 4.8 The hirer is responsible for the adequacy, suitability and safety of all equipment brought to the facilities.
- 4.9 Any equipment brought to the facilities must be removed at the end of each hire period.
- 4.10 The hirer must familiarise himself/herself with the emergency procedures for fire (set out in the policies and procedures), first aid and accident reporting and carry them out to the best of his/her ability. The first aid kit is available on pool side. Any use of the first aid kit must be reported to the Aquatic team.

- 4.11 All hirers must complete a pool session sheet and all accidents must be recorded in the Accident Book and be reported to the Aquatic team using the Incident Report Form on the pool session sheet.
- 4.12 Any damage or hazards (e.g. sharp edges) to be noted and reported to the Aquatic team via the incident report form on the pool session sheet
- 4.13 The hirer must have access to the charged emergency mobile phone at all times in case of an emergency.

5. Pool Hire Rules:

- 5.1 The use of the Facilities is dependent upon the hirer and the users observing the following rules during the hire:
- 5.2 No persons are allowed in the pool enclosure without the presence of the hirer.
- 5.3 The hirer and users must adhere to the maximum number permitted to swim using the Sandside lodge pool ratios 6 persons.
- 5.4 The following regulations, contained within the Sandside Lodge Aquatic Swimming Pool Normal Operating Procedure (NOP), are repeated here for convenience and must be adhered to:

Students with incontinence issues using the pool are required to wear a proprietary "swim pants"

The following are NOT permitted within the pools and/or pool compound:

- o Glassware of any type;
- o Food in the pools at any time;

Diving into the pool is **not** permitted at any time

Running on the pool surrounds is not permitted.

6. Condition of Facilities

- 6.1 The facilities must be left clean and tidy after each hire period. This includes removing all rubbish from the pool compound and its disposal in an approved manner.
- 6.2 Hire times include changing and clearing time and the pool time must cease appropriately to allow for these so not to run over session.

7. Payment

The hire period is a minimum of 1 hour. Bookings must be paid in full at the time of the booking. The cost of hire is £25 per 1-hour period and £25 per hour thereafter (2022). Cheques should be made payable to 'Sandside Lodge School'. Access to the facilities will be granted for the hire period only. Parties and/or activities must be organised within the times the booking is made for.

8. Cancellation of Hire

- 8.1 The Aquatic team reserves the right to cancel an agreed booking for reasons including but not limited to: -
 - Pool operator consider that the facilities are unfit for use; through their checks.
 - The pool is shut for cleaning or maintenance.
 - The number of Users exceeds the maximum number permitted to use the swimming pool at any one time;
 - Adverse/unsafe weather conditions;
 - Any other reason beyond the Aquatic team control.
- 8.2 Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded to the hirer. Sandside Lodge School will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer or the user, arising from cancellation.
- 8.3 If the hirer is in breach of these Conditions of Hire the Aquatic team reserve the right to cancel a booking immediately and no refund will be given.

9. Cancellation by the Hirer

A £20 retention from the booking sum will be applicable for cancellation on the day of the booking subject to the Aquatic team based upon the circumstances of the cancellation.

10. Damage

- 10.1 The hirer will be held liable for any damage within the pool compound including the buildings, the ground or landscape, furnishings or any equipment used which is caused by the negligence of any persons attending a facility during a period of hire. Any damage to the Facilities should immediately be reported to the Aquatic team.
- 10.2 The hirer undertakes to pay the cost of necessary repairs/extra cleaning costs as determined by Sandside Lodge School following a period of hire caused by their activities in order to bring the area/equipment used back to an acceptable standard of use.
- 10.3 In case of any form of pool malfunction, contamination (any type) or emergency the Hirer must immediately contact the Aquatic team. Relevant telephone numbers are contained in the <u>Pool area via Hire Notice</u>.

11. Insurance

Sandside Lodge School holds Public Liability Insurance for the use of the pool. It is for the Hirer to provide their own insurance cover appropriate to their activity as determined by their own risk assessment.

12. Liability Generally

12.1 Except in the case of death or personal injury, proved to be caused by the negligence of Sandside Lodge School, The Responsible Body shall not be liable to the hirer in contract, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the hirer.

12.2 Sandside Lodge School will not be held liable for any equipment or goods left at the Swimming Pool venue by the Hirer.

13. No Assignment/Sub-Contracting.

The hirer shall not be entitled to assign the benefit of, delegate the burden of, or subcontract all or any of its rights and obligations under these Conditions of Hire.

14. Variation

Sandside Lodge reserves the right to vary these Conditions of Hire at any time or to make special arrangements in any case. The varied conditions of hire will not be effective until a copy is given to the hirer.

15. Normal and Emergency Operating Procedures

16.1 The full Sandside Lodge Aquatic Swimming Pool Normal Operating Procedure (NOP) and the Emergency Operating Procedure (EOP) is available to view on the <u>school website</u> or at the Swimming Pool in the file marked Pool Operating Procedures. Particularly, the Hirer must ensure that they and all staff attending the session have read and understood the Emergency Operating Procedure (EOP). Sandside Lodge Aquatic team will also provide some training sessions for staff, where required.

16. Arrangements & Conditions of Hire of Facility

The following information provides details of the arrangements and conditions of community hire of Sandside Lodge Aquatic Therapy Pool this will be carefully restricted and based on need.

17. Hirer

17.1 Cancellations

No charge will be made but notification of non-attendance should be at the earliest opportunity.

17.2 Period of Hire

The period of hire will be agreed between the hirer and the school at the time of booking. The hire period will be included in the application for hire form.

17.3 Management

There will be a senior leader and suitably qualified staff from Sandside Lodge School on site during the hire period. The hirer shall comply with all reasonable requests of the management during the period of hire and consult with the lead teachers at all times.

17.4 Premises

Students must enter and leave the pool from the changing areas. Any persons entering the pool by the main pool entrance must remove outdoor footwear or cover footwear with the plastic shoe covers provided.

17.5 Smoking

Smoking is strictly forbidden in any part of the building.

17.6 Animals

The hirer shall not unless agreed in advance with the management bring dogs or other animals of any kind with the exception of a guide/hearing dog.

17.7 Additional Pool Rules of Community Use Hire

Unless it is agreed and approved by the Headteacher, the Hirer or the group for which he/she is responsible will not:

- Consume food or hot drinks in the pool area
- Bring into the pool any dangerous or obnoxious article or substance
- Put up notices
- Take photographs or video filming.
- Sell on the premises, refreshments, tobacco or goods of any description.
- Alter or interfere with any equipment or fittings.
- Wear jewellery other than a wedding ring or for medical identification.

17.8 Acceptance

Acceptance of the letting is conditional upon the signing of the Conditions of Hire form and the acceptance of the above letting conditions.

It is expected that hirers use their own Risk Assessments, liability insurance and cover the cost of any damage that they may cause.

17.9 Sub-lettings

Sub-letting of the pool or any area within the building is strictly prohibited unless agreement has been given from Sandside Lodge School

17.10 Staffing for hired sessions

The hirer will be expected to provide their own competent staff who will be fully inducted by Catherine Welsh/Michelle West on policy and procedures. Ratios will be in line with the Risk Assessments completed by the hirers.

17.11 Photographing of Pool Users

Photography and recording images of any kind is permitted only with the authorisation of the Headteacher in advance of the session.

Name	
Signature	
Date	

Hire agreement Application form					
Sandside Lodge pool can be booked outside of school use, available times below and are subject to change					
During term time the pool is available:	9.00-4.30pm				
During school holidays the pool is available:	To be confirmed				
Pool Hire is £25 per session including changing facilities					
To check availability please contact the Aquatic team by email					

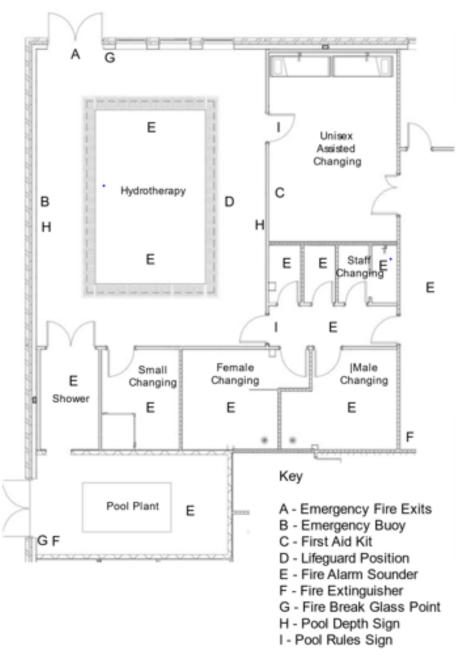
Hire Details	
Purpose of hire	
Day	
Date/s	
Time required	
Private hire is booked in half termly bloc	ks which are subject to change if Sandside Lodge School need
to change session times	
Total number attending session	
Adults	
Children	
Maximum number is 6 includir	ng any supporting adults, first aider should be present

I/We agree to comply with the 'conditions of hire' (see page 3) and will make full hire payment on or before the day of hire. I/We understand the terms attached to these payments as described the conditions of hire.

All bookings must b	All bookings must be made with a deposit of £20					
Pay	Payment details					
Deposit of £20 mustbe made on tin	Deposit of £20 mustbe made on time of booking, the deposit is non-refundable					
Cheques payable to:	Sandside Lodge School					
BACS	Account Name:					
	Account number:					
	Sort code:					

Appendix A





GENERIC ACTIVITY RISK ASSESSMENTS – Appendix B

Location: Aquatic Therapy Pool Establishment: Sandside Lodge School Assessor: Lenny Miller/Michelle West

Date of Assessment: 15/11/21 Review Date: 15/11/22 (or before)



Hazard	Risks	Individuals at risk	Risk rating Low, Medium or High	Control Measures (Current)	Control Measures – Additional (Proposed)	Residual Risk Low, Medium or High
Reduced levels of disinfection in pool	Illness	Pool Users	High	 Backwashing to be undertaken when pool is not in use. Backwashing to take place at least once per week as and when needed, as advised on PPO Course. Refer to pool plant manufacturer's instructions for appropriate methodology. Backwashing must continue until water in sight glass is clear 	In general, backwashing takes place as and when needed.	Low
Lone Working	Death, serious injury	Group leader	Low/ Medium	 Backwashing to be undertaken only by group leader and no other pool users in the aquatic therapy pool. Operatives to inform office staff/SLT when work on backwash begins and ends. 	An alarm is available that will alert across the school.	Low
Pollution	Environmental Pollution	Environment	Low	 Consent to be sought from National Utilities about the nature, volume and frequency of the discharge from backwashing and dilution. National Utilities is informed when the pool is due to be emptied 		Low

Activity: BACKWASHING

GENERIC ACTIVITY RISK ASSESSMENT

Location: Aquatic Therapy Pool Establishment: Sandside Lodge School Assessor: Lenny Miller/Michelle West

Date of Assessment: 15/11/21

Review Date: 15/11/22 (or before)

Activity: MANUAL HANDLING OF LOADS

Signed:

Hazard	Risks	Individuals at risk	Risk rating Low, Medium or High	Control Measures (Current)	Control Measures – Additional (Proposed)	Residual Risk Low, Medium or High
Chemicals	Lumbar injury, lower limb injury	Staff involved in moving chemical drums	High	 All staff involved in delivery, storage and handling of chemical drums to be trained in safe handling techniques. Staff to use trolley provided when moving drums. Drums are never to be rolled or dragged. 		Low
Moving and Handling	Lumbar Injury	Staff	High	 No client is to be physically lifted unless in an emergency which would otherwise result in serious injury or death. Pool hoist to be used to transfer clients into the pool. Only those staff trained in its use may use the Pool Hoist Spinal board to be used to evacuate where required. All Move and Handling plans to be followed. 		Low

ACTIVITY RISK ASSESSMENT

Location: Aquatic Therapy Pool Assessor: Lenny Miller/Michelle West Establishment: Sandside Lodge School

Review Date: 15/11/22 (or before)

Signed:

Date of Assessment: 15/11/21

Activity: USE OF POOL CHEMICALS

Hazard	Risks	Individuals at risk	Low, Medium or High	Control Measures (Current)	Control Measures – Additional (Proposed)	Residual Risk Low, Medium or High
Creation of toxic gases	Serious injury, Death	Pool Staff, others in the vicinity	High	 Chemicals are stored in a lockable separate container to the plant room. All chemicals to be stored above ground level or bund to prevent spillage of water coming into contact with chemicals. Handling of chemicals to be carried out according to the instructions on the container. Chemicals to be stored in separate chemical stores: Of 5kg kegs sodium bisulphate stored in plant room. Protective clothing to be worn at all times including: protective coveralls goggles and gloves wellington or protective boots Any spillages must be washed away immediately making sure that no chemicals are left lying around. 		Medium

				 No individual to work in plant room without informing other staff members of their whereabouts. Others staff to check plant room operatives in case of incident requiring emergency assistance. Canister respirators must be available for use only for minor leakages. See below for further information on use of canisters. 	
Release of toxic gas (chlorine)	Serious injury, death	All pool users	High	 Chemicals with the properties, when mixed, to create chlorine gas should be stored separately. See pool Emergency Operative Procedures for dealing with a major release of toxic gas. Co-ordinate with emergency services. Give emergency services information immediately of hazardous substances present. In cases of minor chlorine gas leaks, use canister respirator. Canister Respirators Canister respirators must be subject to strict control. One canister to be situated immediately outside the plant room; another inside, near to the points of possible leakage. There should be enough canisters available for all employees likely to be present at any one time. The shelf life of a properly stored respirator is about five years; once its seal is broken, that life is greatly reduced. Log book to be kept of relevant dates and associated numbered canisters. 	Medium

				 Canisters to be inspected (including hose connections and face mask seal) by a competent person every month and by the manufacturer every 6 months. Details of inspections to be logged. Everybody who might have to use a respirator must be trained in its use. The fit should be checked. Respirators not on personal issue must be disinfected after use. Emergency services should be contacted to tackle major leaks. Emergency Procedures Anybody affected by chlorine gas must be sent to hospital as an emergency – because more serious symptoms may develop. Until a qualified medical professional is available, trained first aider to administer basic first aid measures. 	
Calcium Hypochlorite HTH Chlorine Powder and Capsules	Toxic to aquatic organisms. Causes burns to skin, eyes and respiratory system. Inhalation of vapour fumes can cause severe breathing difficulty	Chemical Handler Group leader	High	 Chemical to be stored away from sodium bisulphate. Each chemical to be labelled and have its own bund and sump. Contact with acids liberates toxic gas (chlorine). Avoid acids, ammonia and ammonium salts. Spillages to be cleared away using a safe method. The method for clearing away sodium hypochlorite is as follows: bund or absorb material with inert material (e.g. sand, NOT sawdust). transfer liquid if possible to salvage tank; otherwise absorb on inert materials and transfer to suitable containers for waste disposal. 	Medium

Do not allow to contaminate drains and
watercourses.
Immediately inform authorities of uncontrolled
discharges.
Protective Measures
Self-contained breathing apparatus if dealing
with a major leak.
PVC or rubber gloves to BS1651.
Safety Goggles to BS2092/C and/or face shield.
PVC overalls, rubber boots to BS1870.
Hygiene Measures
Always wash thoroughly after handling
chemicals.
Emergency Procedures
Inhalation – Mists will irritate breathing
passages causing coughing and wheezing.
Remove from exposure, rest in fresh air and
keep warm. In severe cases, or if recovery is
not rapid or complete, seek medical attention.
Skin Contact – Irritation, blistering on
prolonged contact drench the skin with plenty
of water. Remove contaminated clothing and
wash before re-use. If large areas of skin are
damaged or if irritation persists, seek medical
attention.
• Eye Contact -: Pain, reddening, watering.
Irrigate thoroughly with water for at least 15
minutes. Obtain medical attention.
Ingestion – Burns to upper digestive tract,
stomach upset, nausea, vomiting. Wash out
mouth with water. Do not induce vomiting. If
patient is conscious, give water to drink. If
patient feels unwell, seek medical attention,
giving attention of breathing difficulties.

Appendix C

Pool Session Sheet



			Tomelidate Leetge School				
Date:							
Group Leader:							
Group Leaders							
Must have completed external Aqua	tic Therapy Training.						
Spotter:	1,						
Other staff:							
other starri							
<u> </u>							
Student	Pool plan in place	No pool pla	an				
Student	Poor plan in place						
		Give reaso	m				
Pre pool checks							
Visual check, hazards.		T					
Pool temperature – record (32-36C).			С				
Mobile phone charged and accessib							
Emergency medication has been put		:					
	•	•					
Post pool checks							
Visual check around pool side, hazar	rds.						
Water clearance, surface water rem							
Floatation aids stored appropriately							
Changing beds wiped down.							
COVID ADDITION – additional cleani	ng measures adhered to.						
COVID ADDITION – PPE restocked as	required.						
Hoists returned to docking stations.							
Slings rinsed in pool and showered o							
Used towels and costumes washed							
Emergency medication taken and re							
Pool cover replaced – if the last sess	ion of the day.						
Incidents during session							

Sandside Lodge School

Consent and Medical Form for Movement Therapy

Participant's Name	Date of Birth
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Does the participant have any	YES	NO	Does the participant have any	YES	NO
of the following?			of the following?		
Spinal rodding			Cystic Fibrosis		
Dwarfism			Muscular Dystrophy		
Brittle Bones			Spina Bifida or Hydrocephalus		
Pregnancy			Changeable muscle tone		
Atlanto-Axial Instability (confirmed)			Dislocated hip(s) / other joint problems		
Detaching retina(s)			Hernia / prolapsed		
Fully Detached retina(s) -no sight in that eye(s)			Open wound(s)		
Cardiac or circulatory problems			Implant (e.g. Baclofen pump / cochlear etc.)		
Vertigo, blackouts, nausea			Incontinence		
Tracheostomy			Recent serious illness/ surgery		
Tender / Fragile skin			Complex challenging behaviour		
Gastrostomy peg/co0lostomy bag/ catheter etc.			Asthma / respiratory problems		
Haemophilia			Arthritis or Stills Disease		
Osteoporosis Epilepsy (please state if person carries meds)					

Are there any other conditions or needs relevant to this person of which we should be aware? Please continue overleaf if necessary.
Additional comments if applicable: This may include notes & additional information where answer(s) above are Yes, person centred aims (where participant has input from a physiotherapist or other professional), environmental preferences (such as no music, favourite music, lighting, sensory) etc. Please continue overleaf if necessary.
Name of Adult Completing Form (Print)
Signature Date signed
GDPR Statement: The information contained within this form is essential to check each participant is able to access our Movement Therapy provision. Information is crucial to enable us to keep participants safe and comfortable during their session. This form must be accessible to all staff and the school office. Forms will be securely stored when not in use. Consent forms are considered valid for one year then should be renewed. The school will provide new forms as applicable, and our organisation may contact you if updates have not been received. It may be necessary to refer to previous forms (ie if a condition changes or any queries arise). Completed consent forms will be retained by Sandside Lodge School for a maximum period of 3 years, then destroyed.
For venue use: Form due to be renewed on (date)