

Netherdale House Pool Hire Agreement – Public Group Users

Name of 'Lead Hirer'	
Address of 'Lead Hirer'	
Mobile Telephone number	
Email address	
Session booked:	
Date and time	
Note: 1 hour Hire time includes Changing before and changing after swim session	

Note: Maximum 12 users including babies, children and non-swimmers

Names of Group Members	
1	7
2	8
3	9
4	10
5	11
6	12

Netherdale Events phone 07778546684 – Please store this number in your telephone in case of any problems when you arrive or during your hire period

'Lead Hirer' must:

- Adhere to the Pool Safety Operating Procedure (Appendix A) and Conditions of Hire (Appendix B)
- Ensure that they and members of their group never interfere with anything provided which has been put in to safeguard their safety
- Look after their own health and safety as well as those in their group whilst using the pool complex. Report all health and safety concerns to the Pool Manager: Louise Grant 07778546684
- Ensure adherence of all swimmers in their group to the pool rules published poolside and in this hire agreement

- a. The Lead Hirer and all group members understand and accept that: Netherdale House and Netherdale events teams shall not be liable to the Lead Hirer or the groups of users for any loss or damage caused to the property of the Lead Hirer or Lead Hirers group members arising from, or in conjunction with, the use of and access to the Netherdale House Swimming pool.
- b. Only Lead Hirer and members signed up may swim and use the facilities during the agreed session time. The session hire time includes changing before and afterwards.
- c. A maximum of 12 bathers may use the swimming pool at any time, and I accept responsibility for users under 16 years old in my group. This number includes non-swimmers
- d. The Netherdale House team reserve the right to refuse access, or to expel, the Lead Hirer and/or their guests should they be negligent or disregard the pool rules
- e. The Netherdale House team reserves the right to access all areas of the building at any time to carry out essential maintenance, cleaning and to show others around the venue

- f. The Netherdale House team reserve the right to close the pool at any time in the interest of maintenance and/or safety. The Lead Hirer will be offered a replacement session in this case.
- g. The Lead Hirer acknowledges that no lifeguard is on duty and accepts responsibility for the safety of all group members
- h. The Lead Hirer shall pay for the session a minimum of 48 hours in advance of the booked time
- i. No refunds will be given for 'no shows' , in event of requesting alternative date and time due to change in circumstances request to postpone and re-arrange must be received minimum of 72 hours before booked session via email to events@netherdalehouse.co.uk
- j. The Netherdale House swimming pool has got CCTV 24hr recording in the pool house, access doors and car park. Netherdale House and Netherdale House events teams reserves the right to check CCTV to ensure the pool is being used in the correct manner and/or in case of any incidents.
- k. I have read and understood the Pool Safety Operating Procedure (Appendix A to this agreement) and Conditions of Hire (Appendix B) I will ensure all group members will adhere to the rules of use
 - o No Diving
 - o No Lone Swimming
 - o No Food or drinks in Facilities
 - o No sitting or standing on the ledge surrounding the pool
 - o No unsupervised children <16 years
 - o No babies or toddlers allowed unless wearing double nappies – disposable & neoprene
 - o Any persons entering the pool must remove outdoor footwear or cover footwear with the shoe covers provided.
 - o No talcum powder to be used in the changing rooms.
 - o The Lead hirer shall not unless agreed in advance with the management bring dogs or other animals of any kind except for a guide/hearing dog.
 - o No jewellery other than a wedding ring or for medical identification.
 - o Photographing of Pool Users Photography and recording images of any kind is permitted only with the authorisation of the Pool Operator and with express agreement with Lead Hirer in advance of the session
 - o The pool cover should be replaced at the end of the hiring period. No swimmers should remain in the water when this is carried out.
- i. Should an accident occur, the 'Lead Hirer' must report to the Pool Manager on 07778546684 or by email at info@netherdalehouse.co.uk who will then record it in the accident log

'Lead Hirer'	Netherdale Events Ltd
(Print Name)	Louise Grant on behalf of Netherdale Events Ltd
(Sign)	

APPENDIX A

Netherdale House Swimming Pool Safety Operating Procedure (PSOP)

APPENDIX B

Conditions of Hire

APPENDIX A : Netherdale House Swimming Pool Safety Operating Procedure (PSOP)

INTRODUCTION

The Pool Safety Operating Procedure (PSOP) consists of the Health and Safety Policy (HSP), the Normal Operating Plan (NOP) and the Emergency Action Plan (EAP) for the pool and associated plant and equipment.

This document uses the following terms:

(i) 'Pool Manager' The Pool Manager – Louise Grant can be contacted on 07778546684 Deputy: Faye Grant during absence.

(ii) 'Lead Hire':

- The adult who has made the accommodation booking and is responsible for the safety and behaviour of their group or the adult they have delegated these responsibilities to in their absence.
- OR
- The Lead Swimming teacher/school/group who is responsible for everyone in their group (swimmers, parents, spectators) during their hire period.

(iii) 'Swimmer'

This is anyone using the pool or pool area, so it includes non-swimmers too.

HEALTH & SAFETY POLICY

Netherdale House Pool Safety Operating Procedure (PSOP)

Netherdale House is aware of its obligations under the Health and Safety at Work Act 1974 and recognise that accidents, incidents and ill health are preventable in many cases. It is our intention to foster the necessary organisational arrangements and culture to control the risks to the best of our ability.

The Policy applies to all staff, contractors, Lead Hires, swimmers and visitors. Our general policy is:

- To provide adequate control of the health and safety risks arising from the use and maintenance of the Netherdale House pool complex
- To consult with Lead Hires and staff on matters affecting their health and safety
- To provide and maintain safe plant and equipment
- To provide information and instruction for our Lead Hires on health and safety issues
- To ensure that all staff are competent to do the tasks they have been asked to do and ensure training is given where necessary
- To maintain safe and healthy working conditions
- To review and revise this policy as necessary at regular intervals

Overall responsibility for Health and Safety lies with the Pool Manager but Lead Hires take responsibility for themselves and their group whilst using the onsite pool.

LEAD HIRE RESPONSIBILITIES

Lead Hires must:

- Adhere to the Normal Operating Plan and the Emergency Action Plan
- Ensure that they and members of their group never interfere with anything provided which has been put in to safeguard their safety
- Report all health and safety concerns to the Pool Manager
- Look after their own health and safety as well as those in their group whilst using the pool complex.
- Ensure adherence of all swimmers in their group to the pool rules published poolside and in the digital guest guide

Netherdale House Pool Safety Operating Procedure (PSOP)

HEALTH AND SAFETY RISKS

A risk assessment was conducted in August 2025 as Netherdale House pool was about to open. It will be reviewed and updated as necessary and always after any major incident.

CONSULTATION WITH EMPLOYEES

Netherdale House do not have a trade union but consult staff on health and safety issues as necessary.

COMPETENCY FOR TASKS AND TRAINING

Netherdale House explains to all Lead Hires that they must adhere to the health and safety rules at the pool by including their responsibility to adhere to all sections of this PSOP in the Code of Conduct and the booking Terms & Conditions including the Terms and Conditions in contracts with Swimming Teachers / Schools and Lead hires (Accommodation, Wedding and Event Contracts)

The Pool Manager, Deputy and Maintenance technician completed Operator training following completion, commissioning and handover of plant room.

Only Maintenance technician employed by Netherdale House, Aqua leisure personnel, and other approved Tradesmen may enter the pool plant room without the Pool Manager or Deputy Pool Manager.

No-one else should enter the Plant room without being accompanied by the Pool Manager.

ACCIDENTS, FIRST AID AND WORK-RELATED ILL HEALTH

Should an accident occur, it must be reported to the Pool Manager on 07778546684 or by email at info@netherdalehouse.co.uk who will then record it in the accident log.

The health and welfare of Netherdale House swimmers, visitors and staff is of paramount importance to us and all incidents, no matter how seemingly small must be reported.

MONITORING

The Pool Manager will monitor that Lead Hires and staff are adhering to the requirements in this PSOP and the Code of Conduct whilst carrying out their duties.

Netherdale House Pool Safety Operating Procedure (PSOP)

The Normal Operating Plan (NOP) sets out the way the pool operates daily. It includes details of the layout, equipment, manner of use, user group characteristics and any hazards or activity-related risks.

DETAILS OF THE POOL

Length 10 meters

Width 4 metres

Depth 1.2m

Target Water Temperature 30 degree centigrade

Our indoor pool is housed in purpose-built pool house. The pool is fibre glass construction, resurfaced in April 2025. Walls and roof are constructed with composite insulated panels, with larch clad exterior. The tile floors surrounding pool and steps from Changing rooms are PTV 36, rated R11 to commercial anti slip standard.

There are double emergency doors in the pool house with access to paddock at rear of pool house.

There are Changing rooms cubicles, Open showering area, toilets and dressing table with mirror and hair driers. The changing rooms have anti slip tiles and underfloor heating.

There is an Emergency Call button located within the pool building for emergencies (siren calls audible from Netherdale House). User sign informs person raising alarm to call 999 as the emergency call button does not do this automatically.

The chemicals are kept in locked plant room. The Plant room should be always locked.

The pool is checked daily for any chemical imbalances. All recordings are noted in daily checks.

POOL VOLUME

The pool holds circa **34000 litres**

MAXIMUM SWIMMER LOAD

The maximum swimmer load at any one time for a pool of this size is 14 swimmers. The maximum Swimmer loads for recognised teaching companies are agreed independently.

Due to the location of the pool, it is not accessible for wheelchair users or those with limited mobility.

The Pool is used by the following types of users:

- Private sessions, where the pool is hired together with The Coach House and Netherdale House guests. The person making the booking (the Lead Hire) is responsible for the health, safety and behaviour of those in their group.
- Private group session, where the pool is hired by 'Lead Hirer' is responsible for the health, safety and behaviour of those in their group.
- Swimming groups for purpose of conducting swimming lessons (babies, children and adults). The Lead Swimming teacher/school/group who is responsible for everyone in their group (swimmers, parents, spectators) during their hire period.

- Owner/staff sessions, where the pool is used by the owners or their staff, their friends and/or family when the pool is not booked by the above. The owner or staff member arranging the session is deemed to be the Group Leader and is responsible for the health, safety and behaviour of those in their group.

A plan of the Pool area can be found at Appendix A.

POTENTIAL RISKS

An appreciation of the main hazards and of users particularly at risk is required before safe operating procedures can be identified. The following hazards have been assessed as being High or Medium severity in the current Our Pool Risk Assessment.

- Persons entering the pool inappropriately, for example, by diving or 'bombing'
- Persons exhibiting boisterous or unruly behaviour - Persons gaining unauthorised access, for example: Persons gaining access to the pool when it is not in use or not supervised
- Non-swimmers including young children wandering back into the pool area from the changing rooms at the end of a swimming session
- Absence of, or inadequate response of Group Hire Leader in an emergency
- Tag games or 'horseplay' in the pool or on the poolside, Acrobatics and throwing games
- Water contamination
- Unauthorised access to the pool room

DEALING WITH THE PUBLIC

Safety messages are communicated to swimmers by the following means:

- Notice board in the Changing area at entrance to the pool e.g. addressing issues that need to be notified immediately or reminders of safety rules that have been breached repeatedly - Email circulars to Lead Hires e.g. new or updated safety rules
- Issuing Our Pool Code of Conduct in our Digital Guest guide sent to The Lead Hire in advance of their stay & which can be made available to all swimmers by sharing the link, printing the guide or saving as a PDF. (issued to all Lead Hires when booking is confirmed and reference to code of conduct included in all Hire and rental agreements with Swim teachers and schools and in our Wedding contracts)
- Making Our Pool Code of Conduct available to all swimmers
- Swimmers gain access to the pool complex by the Pool Manager or nominated member of staff.

A copy of the current booking timetable is made available to Lead Hires by the Pool Manager showing when each group have booked.

Any breach of the Pool Code of Conduct will result in a warning by the Pool Manager or depending on the severity may result in the session being terminated or closure of the pool.

Repeat offenders may have their contract terminated or permission to use the pool revoked. Breaches may also result in a loss of security deposit or additional charges being levied against the Lead Hire e.g. where it is required to close the pool for future guests.

LEAD HIRES DUTIES AND RESPONSIBILITIES

Netherdale House Pool Safety Operating Procedure (PSOP)

The pool at Netherdale House operates as a private hire swimming pool and does not provide lifeguards.

Lead Hires are responsible for the health and safety of those in their group and for ensuring that all those in their group follow the directions in this document and in the Pool Code of Conduct.

Group Leaders must report any failures of safety equipment by calling the Pool Manager.

SYSTEMS OF WORK

The Pool Manager is responsible for the operation of the Pool. The name and mobile phone number of the Pool Manager is provided in the Digital Guest Guidebook and in the printed Pool Code of Conduct provided to guests and parties hiring pool time.

The Lead Hire is responsible for the health, safety and behaviour of all members in the group and for escalating issues to the Pool Manager e.g. contacting the Pool Manager in the event of an accident or reporting broken safety equipment.

In the event of an emergency, the Lead Hire must call 999. The Lead Hire must have a mobile phone with a useable signal whenever the pool is in use.

The address to give to the emergency services is: **Netherdale House, Turriff AB53 4LE**

The What3Words reference for the swimming pool area is: [///compounds.thrillers.boom](https://www.what3words.com/compounds.thrillers.boom)

No diving is allowed at any time, and No Lone swimming is allowed at any time.

If possible, lifesaving should be carried out from the poolside using the equipment supplied (reach pole and life buoy).

OPERATIONAL SYSTEMS

The pool cover is rolled out and the pool area is locked up after the last session each night by the Lead Hire. The pool area is unlocked and the pool cover is wound in before the first session each morning by the Lead Hire.

Access to the pool area is via a door with locking mechanism requiring key to unlock and lock.

DETAILED WORK INSTRUCTIONS

Diving into the pool is prohibited.

No-one will have access to the Plant Room without the Pool Manager. A copy of the Cleaning & Water Testing protocols is kept in the Plant Room.

Water sampling will be carried out before the pool opens to guests and at regular intervals thereafter.

Backwashing will be carried out after swimmers have left the pool area (rather than during a swim session) whenever possible.

A copy of the following is kept in the Plant room for reference purposes:

- Cleaning & Water Testing protocols
- Netherdale House Swimming Pool Safety Operating Procedure (PSOP)

FIRST AID SUPPLIES AND TRAINING

A fully equipped First Aid Kit is in a visible location in the Changing area next to the Hand dryer. A First Aid Eye wash kit is in the plant room.

A defibrillator is located outside the Pool house, at the gable end nearest Netherdale House.

Where treatment is required, the Changing area and or pool side can be used as a First Aid Point in which to treat someone.

Minor incidents such as cuts and knocks may be dealt with on poolside providing care is taken to comprehensively disinfect any spillages of blood according to the Emergency Action Plan

The Pool Manager will check the First Aid Kit regularly and replace any used or faulty items.

Our Pool does not provide first aiders. The Lead Hire is responsible for the health and safety of those in the group and must have a mobile phone with a useable signal in case the emergency services are needed.

The Lead Hire is responsible for ensuring that all rubbish, including used first aid materials and sharps, is removed from the pool complex at the end of the session.

The Lead Hire is responsible for ensuring that no items that could cause harm to swimmers or damage to pool equipment are introduced to the pool area e.g. glass bottles, wine glasses or dogs.

DETAILS OF EMERGENCY EQUIPMENT

The location of Emergency Exit is shown on the plan at Appendix A. Actions to be taken can be found in the Emergency Action Plan below.

In the event of a power failure the emergency lighting will be activated. Actions to be taken can be found in the Emergency Action Plan below.

The following rescue equipment is available by the poolside: - Life Buoy - Reach Pole

EMERGENCY ACTION PLAN

The Emergency Action Plan (EAP) gives specific instructions on the action to be taken, by all staff, in the event of a foreseeable emergency.

LACK OF WATER CLARITY

- If the clarity of the water deteriorates during a session clear everyone from the pool IMMEDIATELY and call the Pool Manager
- If the clarity of the water is poor on entering the building do not allow the swimmers to enter the pool and call the Pool Manager

The Pool Manager will:

- Close the pool until normal conditions are restored
- Conduct a water test using testing protocols provided in plant room and check that the plant room equipment is operating correctly
- Keep the Lead Hire informed

Solid Faecal or Vomit Contamination

- Clear the pool & area of all swimmers IMMEDIATELY
- Ensure all swimmers shower thoroughly
- Close the pool and call the Pool Manager
- No unauthorised personnel are to enter the pool building until the 'all clear' has been given to the Lead Hire by the Pool Manager

The Pool Manager will:

- Remove the contaminant (see contaminant removal procedure in plant room)
- Conduct a water test using testing protocols provided in plant room - Close the pool until normal conditions are restored
- Keep the Lead Hire informed

Diarrhoea Contamination

- Clear the pool IMMEDIATELY
- Ensure all swimmers shower thoroughly
- Close the pool and call the Pool Manager
- No unauthorised personnel are to enter the pool area until the 'all clear' has been given to the Lead Hire by the Pool Manager

The Pool Manager will:

- Remove as much of the contaminant as possible
- Maintain chemical levels at top of range
- Backwash as recommended for filter
- Reopen the pool only when normal conditions are restored - Keep the Lead Hire informed

ON DISCOVERING A FIRE

- Call swimmers from the water
- Instruct everyone to leave via the nearest exits and go to the fire assembly point (the car park)
- Call 999 and ask for the fire brigade
- Push the panic button in the Pool house
- Call the Pool Manager on 07778546684
- Do not re-enter the pool area or buildings or allow anyone else in your group to do so until the Pool Manager gives the 'all clear'

ON HEARING THE FIRE ALARM SIGNAL

- Leave via the nearest exit and go to the fire assembly point (the car park)
- Do not re-enter the pool area or buildings (or allow anyone else in your group to do so) until the Pool Manager gives the 'all clear'

STRUCTURAL FAILURE

- If any signs of main structural failure appear, clear the building IMMEDIATELY and contact the Pool Manager.

EMISSION OF TOXIC GASES

If there is a release of toxic gases, clear the pool IMMEDIATELY.

- On leaving the pool area move to the fire assembly point (the car park)
- Contact the emergency services by dialling 999
- Contact the Pool Manager

SERIOUS INJURY TO A SWIMMER

- Assess the injury and administer first aid and/or call the emergency services on 999
- Keep the injured person safe and warm
- Clear the pool instructing the other swimmers to showered & changed - Call the Pool Manager
- Call the parent, guardian and/or next of kin of the injured swimmer, if appropriate.
- If the injured swimmer is suspected of having sustained a spinal injury, stabilise them in the water or poolside and do not attempt to move them prior to the arrival of the emergency services

All serious injuries requiring hospital treatment MUST be reported in the Accident Book in the Reception Area. Provide the following information:

- o Name and address of the injured party
- o Contact telephone number
- o Age
- o A brief description of the events leading to the accident, any action taken and by whom.

You have a legal duty to supply this information.

DISCOVERY OF A CASUALTY IN THE WATER

- Rescue the casualty and follow the instructions above for Serious Injury to a Swimmer.

OVERCROWDING

- Only swimmers associated to the Lead Hire booking may use the pool at Netherdale House. This is to a maximum of 12 guests.
- Excess swimmers must be removed immediately by the Lead Hire.

DISORDERLY BEHAVIOUR (INCLUDING VIOLENCE TO STAFF)

- Swimmers must Inform the Lead Hire immediately. If the offender is not one of your group call the Pool Manager
- If necessary, clear the pool and isolate offenders
- Do not argue and do not attempt any physical intervention - Call 999, if appropriate

REVIEW OF PROCEDURES

The PSOP will be reviewed and revised if necessary:

- With the installation of new equipment
- After a major incident (e.g. accident requiring hospitalisation or near

drowning)

- Following the identification of a trend of minor accidents - Structural change
- At least once per calendar year.

Any revisions to the PSOP will be communicated to all staff and future Lead Hires.

INTERNAL FORMS

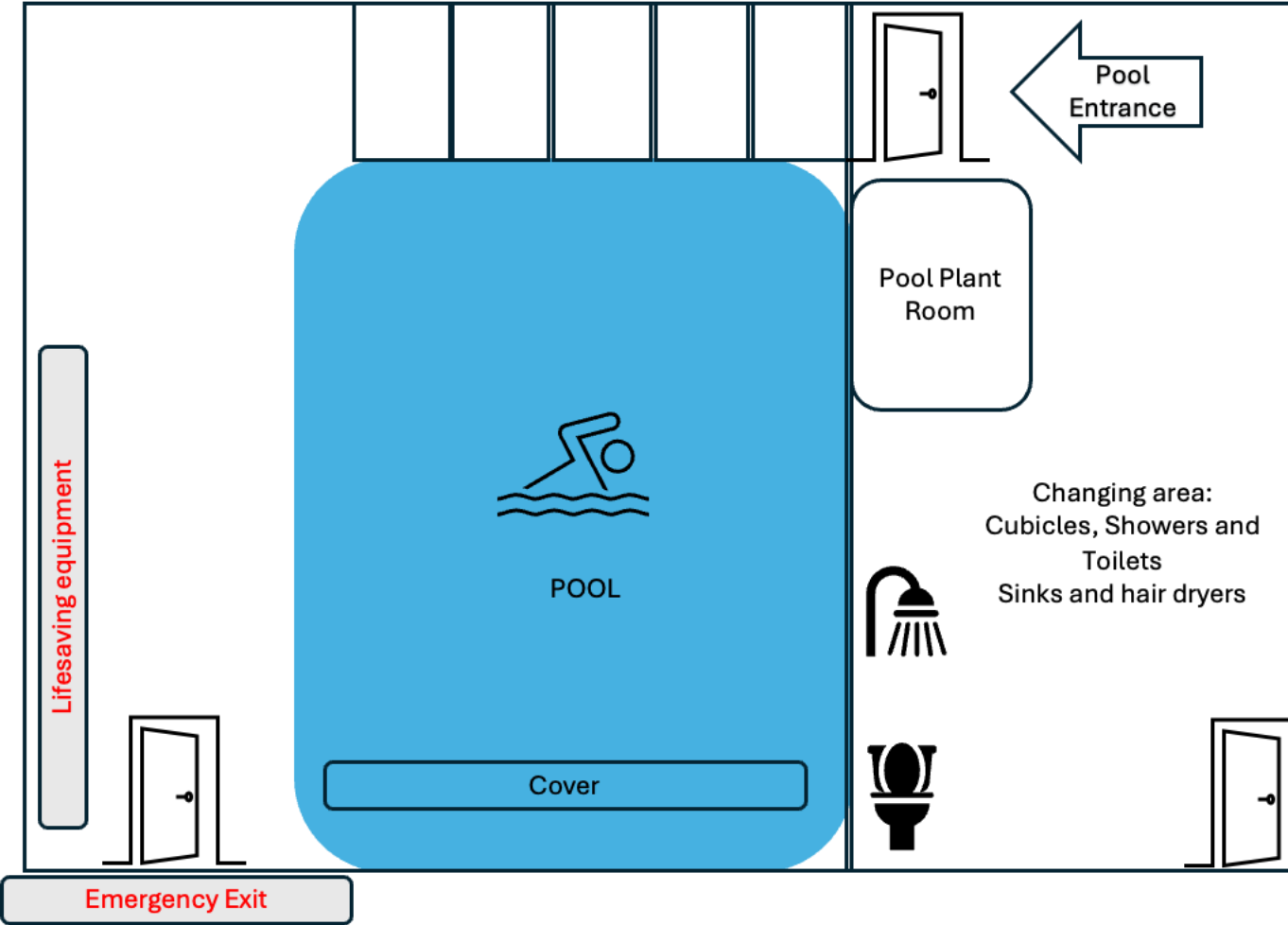
- Pool Manager Daily Checklist
- Weekly Health & Safety Checklist

SOURCES OF INFORMATION

Health & Safety Executive (HSE) 'Managing Health & Safety in Swimming Pools' 2003 HS(G)179

Pool Water Treatment Advisory Group (PWTAG) 'Swimming Pool Water Treatment & Quality Standards' 1999.

APPENDIX A PSOP



APPENDIX B : Private Group Conditions of Hire



The Netherdale House Swimming Pool

PRIVATE GROUP CONDITIONS OF HIRE

**1st Sept 2025
Edition v1.0**

Version Control

Version	Date	Author	Notes
1.0	1 st Sept 2025	Louise Grant	Approved

It is the responsibility of the Lead hirer to have read and understood these Conditions of Hire and ensure that all Users that attend the facilities are made aware of any conditions relevant to them.

Definitions

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

Equipment	All equipment and swimming aids belonging to the Netherdale House Swimming Pool.
Facilities	The Netherdale House Swimming Pool, Changing rooms, Toilets and all poolside furniture and fittings.
Pool Operator	Louise Grant – Netherdale House
Hire period	The period or periods of hire set out in the 'Hire Agreement' agreed by the Pool Operator. 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
Lead hirer:	The Lead hirer of the Facilities more particularly described at Condition 1 below.
Reasonable Body:	The Netherdale House Swimming Pool in accordance with the PWTAG Code of practice.
User/Users:	People using the Facilities as members of the Lead Lead hirer's party. In the case of Swimming Teacher, Swimming schools this includes all children and accompanying parents or guardians
Written Operating Procedures:	The Netherdale House Safety Operating Procedure (SOP) incorporating the Normal Operating Procedure (NOP) and Emergency Operating Procedure (EOP)

Conditions

1. The Lead hirer

1.1 The Lead 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. Lead 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 Pool Operator at time of booking.

1.4 The Lead hirer is entitled to access the Facilities as a temporary licensee only and nothing in this Agreement is intended to have the effect of providing exclusive possession of any part of the Facilities or of creating any tenancy between the Lead hirer and the Pool Operator.

2. Access to the Facilities

2.1 Provided the Hire period has been agreed by Pool Operator the Lead hirer and the Users will be given access to the Facilities for the specified hire period only.

The facilities must be cleaned according with the procedures and left tidy, and all users must have vacated the pool area by the end of the specified hire period session.

2.2 The Pool Operator may refuse admission to the Lead hirer or user(s) without giving any reason for doing so and may require the Lead hirer or User(s) to leave the facilities at any time during the hire period.

3. Lead hirer's Obligations and the Safety of Users

The Netherdale House Swimming Pool Safety Operating Procedure incorporating the Normal Operating Procedures established for the use of the swimming pool must be always adhered to and any incidents reported to the Pool Operator.

3.1 The Lead hirer shall be responsible for always ensuring 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.

3.2 The Lead 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.

3.3 The Lead hirer must be over 18 years of age.

3.4 The Lead hirer is responsible for the health and safety of all users throughout the hire period. The Lead hirer must comply with all relevant statutory legislation and regulations, and bye-laws, relating to the Facilities, including, without limitation, relating to health and safety.

3.5 The Lead 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.

3.6 The Lead hirer is responsible for the adequacy, suitability and safety of all equipment brought to the facilities.

3.7 Any equipment brought to the facilities must be removed at the end of each hire period unless otherwise agreed in advance with the Pool Operator.

3.8 The Lead hirer must familiarise himself/herself with the emergency procedures for fire set out in the Netherdale House Pool Safety Procedure, first aid and accident reporting and carry them out to the best of his/her ability. The first aid kit is available in the Changing Room. Any use of the first aid kit must be reported to the Pool Operator.

3.9 All Lead hirers must record all accidents in the Accident Book report to the Pool Operator as soon as practically possible using the Incident Report Form.

3.10 Any damage or hazards (e.g. sharp edges) to be noted and reported to the Pool Operator as soon as practically possible.

3.12 The Lead hirer must always have access to a mobile phone in case of an emergency.

3.12 The Lead hirer must ensure that all members of its group, comply with these Conditions of Hire and any pool rules which the Pool Operator notifies at all times during the use of the Facilities; and co-operate in good faith with the Pool Operator at the Facilities

4 Pool Hire Rules:

4.1 The use of the Facilities is dependent upon the Lead hirer and the users observing the following rules during the hire:

4.2 No persons are allowed in the pool without the presence of the Lead hirer.

4.3 The Lead hirer and users must adhere to the maximum number permitted to swim using The Netherdale House Swimming Pool ratios – 14 persons.

4.4 In addition to the regulations contained within The Netherdale House Swimming Pool Swimming Pool Normal Operating Procedure, repeated here for convenience and additional rules must be adhered to:

- No Diving
- No Lone Swimming
- No Food or drinks in Facilities
- No sitting or standing on the ledge surrounding the pool
- No unsupervised children <12 years
- No babies or toddlers allowed unless wearing double nappies – disposable & neoprene
- Any persons entering the pool must remove outdoor footwear or cover footwear with the plastic shoe covers provided.
- No talcum powder to be used in the changing rooms.
- The Lead hirer shall not unless agreed in advance with the management bring dogs or other animals of any kind except for a guide/hearing dog.
- No jewellery other than a wedding ring or for medical identification.
- Photographing of Pool Users Photography and recording images of any kind is permitted only with the authorisation of the Pool Operator and with express agreement with Lead hirer in advance of the session
- The pool cover should be replaced at the end of the hiring period. No swimmers should remain in the water when this is carried out.

6. Condition of Facilities

6.1 The facilities must be left clean and tidy after each hire period. This includes removing all rubbish including used nappies from the facilities.

6.2 The Pool Cover should be replaced at the end of the hire period and no swimmers should remain in the water when this is being carried out.

6.3 Hire times include changing and clearing up time and the pool time must cease appropriately to allow for these so not to run over session.

7. Hire terms and Payment

7.1 The hire period is a minimum of 1 hour. The cost of hire is agreed at time of booking and includes VAT.

7.2 Access to the facilities will be granted for the hire period only.

7.3 Payment must be received as a minimum 48 hours before hire period.

8. Cancellation of Hire

8.1 The Pool Operator 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 Pool Operator control.

8.2 Any monies paid in respect of bookings cancelled in accordance with the above conditions will be refunded to the Lead hirer. Netherdale House will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Lead hirer or the user, arising from cancellation.

8.3 If the Lead hirer is in breach of these Conditions of Hire the Pool Operator reserve the right to cancel a booking immediately and no refund will be given.

9. Hire Schedule and Changes

9.1 During the Hire period, the Pool Operator shall not itself, and shall not permit any third party other than the Lead hirer and Users to use the Facilities

10. Damage

10.1 The Lead hirer will be held liable for any damage within the facilities 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 Pool Operator.

10.2 The Lead hirer undertakes to pay the cost of necessary repairs/extra cleaning costs as determined by the Netherdale House Owners, along with lost hire income following a period of hire caused by their activities 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 Lead hirer must immediately contact the Pool Operator. Telephone numbers are contained in the Pool area and Changing Rooms.

11. Insurance and Liability

11.1 The Lead hirer takes full liability and all Users during the rental period this includes non swimmers

11.2 The Lead hirer agrees to ensure that all necessary insurance and certifications are in order, up to date and appropriate to the activities being undertaken

11.3 The Netherdale House Swimming Pool will not be held liable for any equipment or goods left at the Swimming Pool venue by the Lead hirer.

12. No Assignment/Sub-Contracting.

12.1 The Lead 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.

12.2 The Lead hirer shall not subcontract to any other parties – teachers, swim schools, individuals or groups

13. Variation

The Netherdale House Swimming Pool 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 Lead hirer.

14. Normal and Emergency Operating Procedures

14.1 The Netherdale House Swimming Pool Safety Procedure incorporating the Normal Operating Procedure (NOP) and the Emergency Operating Procedure (EOP) is available to view on the The Netherdale House website www.netherdalehouse.co.uk Particularly, the Lead hirer must ensure that they and all Users attending the session have read and understood the Emergency Operating Procedure (EOP).

15. Governing Law

This agreement shall be governed by and constructed in accordance with the laws of the Scottish government.

16. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties