

Name of Club or Organisation.....

Facilities required please complete the boxes

Facility	Date(s) required	Times required	Number of Participants
Classroom 1 6 persons			
Classroom 2 6 persons			
Classrooms 3 & 4 Up to 24 persons			
Meeting Room 8 persons			
Pool			

Additional information from the Hirer

Invoice details	Address
Contact name:	

I confirm that I have received the Conditions of Hire for classrooms/meeting rooms and pool.
 I have read and agreed on behalf of the Hirer to comply with the Conditions of Hire

Name	Signature	Date
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Contact 1 name & address: Post Code Tel No Day MOB/Eve Tel Email	Contact 1 name & address: Post Code Tel No Day MOB/Eve Tel Email
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Please return this booking form with where applicable e.g. pool hire with a copy of current public liability Insurance certificate.

For Administration Use Only

Action Taken	Signature & Date
Deposit taken receipts attached	
Copy of insurance certificate supplied & attached	
Entry made in School Diary	
Gate passes and / or other notifications made e.g. parking arrangements	

Any Other Actions taken	Signature & Date



Pool Safety Operation Procedures and Statement of Risks and Liability for third party use of pool

Please read carefully, complete and sign.

This is a statement in which you are informed of the risks of using the pool at the Underwaterworld building at Stoney Cove for the activities of swimming, snorkelling, or any form of diving including scuba, diving with oxygen enriched air, semi and closed circuit rebreather diving. The statement also sets out that you use the pool entirely at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement please discuss it with a member of Stoney Cove staff.

Pool Safety Operating Procedures

Details of the Pool

The pool is 6 metres long by 4 metres wide. It has a shallow ledge, which is 1.5 metres wide and 1.2 metres deep, and the remainder of the pool is 3.5 metres deep.

The pool area is part of the ground floor of the main Dive Centre building. The pool windows look out over the lake. Access to the pool is through the changing room, the entrance for this area is direct from the Dive Centre ground floor side entrance or alternatively along the corridor which runs to the rear of the air bar and connects the main retail area to the side entrance.

Fire Alarm & Exits

There is fire alarm in the changing area and a fire exit from the pool area immediately behind the shallow area. The fire exit leads out on the exterior balcony and the route is to turn left and follow the short walkway on to the main waterside car park. The fire assembly point is the Green Cabin partway down the car park on the waterside.

Emergencies

All persons and groups using the pool facilities are to be responsible for their own emergency oxygen and first aid cover on the poolside.

In the event of an emergency the nominated person from the group is to raise the alarm with Stoney Cove staff and if appropriate the emergency services are to be called.

Potential Risks

- **Wet floors** – all floor in the changing, shower, toilet and immediate pool surround may become slippery when wet. During cleaning wet/slippery floor signs will be displayed.

- **Access** – all fire exits, doorways and corridors are to be kept clear of obstructions at all times. The walkway for the long side of the pool is relatively narrow and on a slight slope for drainage purposes.
- **Depth of Water** – the pool is specifically designed for all forms of scuba and snorkel dive training. The shallow shelf is 1.5 metres wide and 1.2 metres deep the majority of the pool is 3.5 metres deep. The pool is not suitable for non-swimmers. Only organised groups can have access to the facility; members of the general public will not be able to use the pool. The steps into the pool are situated in the shallow end.
- **Overcrowding** – The pool is considered to be suitable for 6 – 8 trainees in scuba equipment and that number is to include any Instructor and Dive Master required for the training being undertaken. Significantly more up to 14 can be accommodated for Instructor training.
- **Users with disabilities** – Should any potential user have any disability a separate risk assessment covering the requirements needed for that person{s} is to be prepared
- **General Assessment of Risk** - All users are to prepare their own risk assessments for use of the pool facilities.

Systems of Work & Pool Operations

The pool including water quality, temperature and filtration is to be monitored and managed by designated members of Stoney Cove staff. The maintenance will be according to the instructions set out by the manufacturers of the filtration and the suppliers of any water-cleaning agents, which may be used. A separate procedure file is maintained and available for inspection on request.

Liability

The Dive School @ Stoney Cove will not accept any responsibility for any death, injury or other loss suffered or caused by you or resulting from your own conduct or any matter or condition under your control which amounts to your own contributory negligence.

In the absence of any negligence or other breach of duty by The Dive School @ Stoney Cove, your use of the pool is entirely at your own risk.

I acknowledge receipt of this statement of procedures, risks and liabilities and have read all the terms before signing this statement.

Participant Name (please print)

Participant signature

Date

The Dive School @ Stoney Cove
Stoney Cove
Stoney Stanton
Leicestershire
LE9 4DW



Conditions of Hire for Pool Class and Meeting Rooms

These conditions are binding upon any person, club or organisation hiring the class/meeting rooms, pool and changing facilities at Stoney Cove and relate to all parts of the premises. All references to the Company refer to Stoney Ltd and any of its trading names e.g. Underwaterworld @ Stoney Cove, The Dive School @ Stoney Cove, and Nemo's Bar/Diner

All correspondence in connection with the hiring of any facilities at Stoney Cove Dive Centre shall be addressed to:

The Manager

The Dive School @ Stoney Cove

Stoney Cove

Sapcote Road

Stoney Stanton LE9 4DW

Tel 01455 273089 or 01455 272768

Email: training @ stoneycove.com

1 Venue

In all correspondence, advertising publicity and media coverage the venue will be referred to as Underwaterworld @ Stoney Cove.

2 Bookings

The person signing the application form shall, for the purposes of these conditions be deemed to be the hirer and shall be aged 18 years or over. Transfer of bookings or sub-bookings may be allowed only with the written consent of the Manager. Bookings for a series of meetings/training sessions would not normally be accepted for a period exceeding six months.

- * **Individuals:** All individuals can make bookings, in person, on the application form, which can be obtained from the above address.
- * **Organisations:** All applications on behalf of organisations are to be made on the application form which can be obtained from the above address.
- * **Minimum user age:** 10 years old

2.1 One Off and Series/Block Bookings

One off bookings can be made at short notice. Applications for a series/block booking are to be made in writing on an application form.

2.2 Hiring Time

Please note the hiring time is from when the Hirer gains access to the facility to the time the Hirer and equipment is completely clear of the facility and therefore includes any equipment setting up and breaking down requirements of the activity.

3 Scale of Charges

Prices lists are available from The Dive School@ Stoney Cove.

3.1 Payment of charges

- * One Off – payment to be made at the time of booking
- * Series/Block Bookings – payment as agreed at the time of booking

3.2 Deposits

- * Fees of less than £50 must be paid at the time of booking
- * In all other cases a deposit of 50% must be made with the application form with the balance plus any damage/infringement deposit must be paid 7 days before the event.
- * Cheques are to be made payable to Stoney Cove Marine Trials Ltd.

4 Cancellations by the Company

1. The Company reserves the right to cancel a booking. If exceptionally a booking is to be cancelled by the Company, at least 14 days notice of the cancellation will be given except in case mentioned in paragraphs 4 and 5 below.
2. The Company reserves the right to prohibit the use of any of the facilities at any time if in its opinion the facilities are unfit for use, or such use is likely to render the facilities unfit.
3. All monies paid in respect of a booking cancelled in accordance with paragraphs 1 and 2 above will be refunded unless alternative dates have been offered by the Company and are acceptable to the Hirer but the Company will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the hirer, arising from the cancellation. The Company accepts all deposits on the understanding that they are non-refundable.
4. In the event of the pool/classroom(s) being required for any purpose which were not foreseen at the time the booking was made on any day, which the facilities are hired, the Company reserves the right to cancel the hiring without prior notice to the hirer, refunding the hirer all the hiring fees in respect of the relevant hiring. The Company decision shall be final and the Hirer shall not be entitled to any compensation save the refund of the hiring fees as referred to above.
5. If any circumstances over which the Company has no control render the facility unavailable to the hirer on any day of the proposed hiring or any part of such day the hirer shall not be entitled to compensation in consequence or in connection thereof other than the return of the hiring charge.
6. Except in cases of paragraph 1 to 4 above deposits are not otherwise refundable.

5. Cancellations by the Hirer

Cancellation of a booking must be made at least 48 hours before the start of the booking period. If the cancellation is received after this time and the facility is not re let then the Hirer is liable for full payment. For any cancellation there will be a £10 administration fee.

6 Hire period late finish fee

A late fee is to be payable in respect of each hour or part of an hour during which the Hirer uses a facility after the finishing time. The hiring shall not be deemed to have terminated until the Hirer has cleared the facilities of their equipment and left the premises any late fee payable will be calculated up to that point. The Hirer shall be liable for any additional expenses incurred by the Company if the activity overruns the prearranged period of hire.

7 The Hirer/User

- * The Hirer shall not use the facility for any other purpose other than for which it was hired.
- * The hirer shall not use any other part of the Centre not specified in their Hire agreement.

8 Limits of Accommodation

The limits of accommodation are to be applied. For the Pool see Centre Pool Safety Operating Procedures. The precise number of persons using the facilities is to be discussed between the Hirer and the Manager at the time of booking. The Hirer shall then be responsible for ensuring that these limitations are observed. Failure to observe these limitations and any restrictions place on the hiring may result in the activity being stopped until the requirements are adhered to.

9 Entry of Company Staff

The Company reserves the reasonable right of entry to any of the facilities by its staff or any other person duly authorised.

10. No Sub Letting

The Hirer shall not sub let any part of the facilities.

11. Hirer's Liability for Loss, Damage or Injury

1. It is an express condition of the hiring that the Hirer shall be liable and accept full responsibility for injury, loss or removal of any equipment furniture or fittings and cost of repair to damage to the facilities (fair wear and tear excepted) which may happen, done or committed during the period of hiring caused through any act or omission whether neglect or not of the Hirer, the Hirers employees, agents or activity participants, to any part of the facility and its equipment, furniture or fittings.
2. In the event of damage to the facilities arising from the hiring, the Company shall determine the sum to be paid by the hirer to the Company for the purpose of making good the damage and in respect of any financial loss suffered as a result of the facilities being rendered unavailable for hiring on account of the damaged caused.

12. Staff

Staff in the facilities employed by the Company are on general duties. The hirer *must provide*, at his own expense any staff required in connection with their activity who must be qualified to recognised standards as determined by the relevant governing bodies and training agencies and the Company may request as a condition of hire e.g. a person on the pool side; a life guard; a first aider.

13 Parking of Vehicles

At busy times, usually weekends and bank holidays, the lakeside parking is frequently over subscribed. At the time of booking use of facilities the Hirer is to make arrangements if necessary for the space for one vehicle to deliver any equipment, which may need transporting. All other users of the facilities e.g. the Hirers group are to park their vehicles as designated by the Companies staff.

14 No Smoking Policy

The Hirer shall ensure the No Smoking Policy of the facility is adhered to

15 Broadcasting Filming Photographic rights

- The Hirer may not grant Broadcast (sound or television) or filming rights without the prior consent of the Company. If such consent is given the Company reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share any income and publicity so derived.
- Photographs for professional or commercial use and publication must not be taken in the facility without the prior permission of the Manager
- *No photographs or filming for any use or purpose is to be done without the permission of the participants or in the case of minors without the written consent of a parent or guardian.*
Taking of any photographs or filming in the facility changing area is expressly forbidden at all times.

16 Electricity & Water

No additional water, gas or electrical equipment shall be installed in the facility or alterations to the facilities equipment. Any electrical equipment brought into the premises must be tested in accordance with the electrical appliances regulations.

17 Fire Risks

The Hirer must not interfere with fire doors and doors fitted with automatic closures. The Hirer shall keep every corridor, passage, entrance and exit of the premises clear of obstruction and ready for use in an emergency.

18 Company Insurance

The insurance held by the Company must not be invalidated by the action of the Hirer. Details of such insurance can be obtained from the Accounts Manager. If any loss or damage is caused by reason of a loss of effectiveness or invalidation of the Company's insurance by reason of any act default or omission deliberate or otherwise on the part of the Hirer his agents employees of others, such loss or damage shall be made good by the Hirer and the Hirer shall indemnify the Company accordingly.

19 Insurance

The Hirer may be required to provide evidence of appropriate public liability and indemnity insurance. The Hirer shall not permit to be done anything which, in the opinion of the Company, is not covered by the Companies or Hirers policy or policies of insurance in relation to the use of the premises or which will cause any increased or extra premium to be payable without the written consent of the Company. Fees may be increased and additional conditions imposed if required by the Company's Insurers in respect of additional risk.

19.1 Hirer to insure if required

If required by the Company, before the date of the hiring, the Hirer shall affect public liability and indemnity insurance cover in the joint names of the Company and the Hirer against the Hire's liability for an amount to be prescribed by the Company and shall produce evidence of such cover to the Company.

19.2 Indemnity in respect of Third Party

The Hirer shall indemnify the Company against any claim for damages, cost or expenses which may be made against the Company in the respect of death or personal injury or loss of, or damage to property, however caused, occurring during, or in consequence of the hiring.

20 Entrances & Exits

The Hirer shall not close or block any internal or external entrance, exits or passageways to or from the Centre including gangways in the activity areas.

21 Right of Entry

The Company reserves the right for any duly authorised person to enter the facilities at all times and the right to require the Hirer to refuse admission to or remove from the facilities any disorderly person or any article which is or may be a source of damage or danger.

22 Health & Safety

1. The Hirer shall comply with all relevant Health & Safety legislation e.g. The Diving at Work Regulations 1997 and shall acknowledge that they have received the Emergency and Normal Operating Procedures of the facilities and notified all their employees and other relevant persons e.g. sub contractor of these procedures.
2. If the Hirer is hiring the pool areas the Health & Safety Conditions of Hiring the Pool Area must also be fully complied with.
3. The Hirer shall comply with the maximum numbers of people that each area of the premises as set by the Company.

23 Company's Instruction

The Hirer shall carry out and observe all instruction of the Company relating to the use of the facilities and conduct there, which may be from time to time, be published by Notice in the premises.

24 Conduct

The Hirer shall refrain from any conduct, which is unseemly or unsporting or which might cause annoyance, nuisance or damage to the other users of the facilities. The Hirer shall comply with the law of the land.

25 Miscellaneous

Except with the permission of the Manager neither the Hirer, nor the Hirers employees or others shall:

1. Bring into the facility any food or drink or dangerous or obnoxious object.
2. Sell or supply to other users of the Centre, goods of any description whatsoever
3. Display, distribute, affix or post any bill, placard or notice into or upon any part of the facilities.
4. Advertise or publicly announce any event due to take place at the facilities, without the approval of the Company.
5. Admit or permit to the facilities any glassware or articles of an inflammable explosive, dangerous, noxious or offensive nature.

25 Breach of Conditions

In the event if the Hirer breaching any of the foregoing conditions, the Duty Manager or some other authorised representative of the Company will give notice to the Hirer of which conditions have been breached. They may suspend/cancel the hire until the Hirer has proven to the Company that all conditions are adhered to and can show what action has been taken to ensure no further breach of the same nature will occur and in doing so the Company shall not be liable to refund any proportion of the hiring fee to the Hirer or be liable to the Hirer or any third party for compensation in respect of such cancellation of the hiring any such cancellation is to be without prejudice to any claim which the Company may have against the Hirer,