

**WARE TOWN COUNCIL**  
**Application for the Hire of THE WARE PRIORY LIDO**

To be returned to the Council Office, Ware Town Council, Ware Priory, Ware, Hertfordshire. SG12 9AL

NAME OF APPLICANT AND/OR ORGANISATION: .....

ADDRESS: .....

TELEPHONE NO: .....

NAME & ADDRESS OF PERSON TO WHOM THE  
 ACCOUNT SHOULD BE SENT IF DIFFERENT FROM  
 THE ABOVE – **cheques payable to: "The Priory Charity"**

I hereby apply for the use of the facilities as detailed below. I agree to comply with all Regulations and Conditions of Hire as may be determined by the Ware Town Council and to pay the charge according to the scale in force at the date of the function.

SIGNATURE: ..... DATE: .....

PURPOSE OF HIRE (e.g. Club use, private party, sponsored swim) .....

DO YOU REQUIRE LIFEGUARDS TO BE PROVIDED: YES/NO Nos. ONE/TWO

**DETAILS OF PERIODS REQUIRED**

DAY	DATE	MONTH	TIMES	TOTAL HOURS REQUIRED
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

**SUPERVISION OF SWIMMING POOL BY HIRERS**

I/We the undersigned agree on behalf of ..... to accept and implement the following conditions:

1. Provide supervision of people attending the facility to ensure:
  - (a) the safety of bathers and other persons attending the facility, and
  - (b) the good behaviour of all persons using the facility.
2. In order to carry out this supervision we agree to:
  - (a) have present on the poolside at all times one or more persons as required by the Pool Manager whose sole duty is to supervise the pool and who possesses a current RLSS National Pool Lifeguard Qualification.
  - (b) ensure that suitably qualified reliefs are available in the event of the above person or persons absence from the poolside, and
  - (c) all such persons will be dressed in suitable attire that will identify them as supervisors.
3. Abide at all times to the By-laws and Regulations governing the use of the Pool and that in the event of any dispute The Clerk's or his/her representative's ruling will be binding at all times.

SIGNATURE: ..... DATE: .....

Please make **cheques payable to: "The Priory Charity"**

**N.B. Some bookings may be VAT exempt: in order to comply with H.M. Customs and Excise Regulations the following conditions must be met:**

1. All bookings must consist of at least ten individual hire periods occurring not less frequently than once a fortnight.
2. The total fees payable must be paid in full before the first day of which the facility is used whether or not the option of hire is actually exercised on a particular occasion.

## **CONDITIONS FOR THE HIRE OF THE PRIORY LIDO FROM WARE TOWN COUNCIL**

1. In these Conditions:

“The hirer” means the person who signs the application form and where a promoting organisation is named in the applications for hire that organisation also shall be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

“The Pool” means The Priory Lido and includes changing accommodation, accommodation for spectators and any other facility provided therein.

“The Council” means the Ware Town Council; and the expression “The Clerk” means the Ware Town Clerk and for the purposes of these Conditions any other Officer of the Town Council authorised by him to act in his name.
2. All applications for the hire of the Pool shall be in writing on the printed form obtainable from the Clerk and shall be forwarded to him or the Lido Manager on completion.
3. The Council reserves the right to reject as it sees fit any application or part thereof for the hire of the Pool.
4. The Council reserves the right to alter charges, fees and conditions at any time without prior notice, but any such alteration shall only take effect twenty eight days from the date thereof.
5. **(i) All charges for the hiring of the Pool shall be paid to the Council not less than twenty eight days prior to the date of hiring save that in the case of application for hiring made during the twenty eight day period all charges must be paid at the time of the booking.**

(ii) In default of compliance by the Hirer with the provisions of this condition the Council shall be entitled to cancel the hiring and the provisions of Clause 6 shall apply.
6. If an accepted hiring is cancelled by the Council under the provisions of Clause 5 or if such hiring is cancelled by the Hirer, the Hirer shall thereupon become liable to pay a cancellation charge to the Council calculated in the manner following:
  - (a) If written notification of the cancellation is received by the Council less than twenty eight days prior to the hiring date but not less than seven days prior thereto, half the full hiring fee.
  - (b) If less than seven days prior to the hiring date, the whole hiring fee.
7. The conditions attached to all bye-laws, regulations and licences in force for the Pool shall be duly observed. A copy of each such bye-law, regulation and licence may be seen on application to the Clerk and the Hirer shall be deemed to have notice of all such conditions.
8. The sale or supply of excisable liquor is prohibited unless a licence for the Pool granted by virtue of the Licensing Act 1964 or any statutory re-enactment thereof shall be in force at such time permitting such sale or supply.
9. The hiring does not entitle the Hirer to use or enter the Pool at any time other than the specific hours for which the Pool is hired unless prior arrangements have been made with the Lido Manager.
10. The Hirer shall take out adequate insurance cover and indemnify the Council against all actions costs claims brought by or on behalf of any person in respect of loss, damage or injury to person or property caused by or resulting from the use of the premises during the period of hire.
11. The Council shall not be liable for any loss due to any Government restriction or act of God which may cause the pool to be closed temporarily or the hiring to be interrupted or cancelled nor any loss due to any breakdown of machinery or plant, failure of supply of electricity, leakage of water, or fire save to the extent such loss is attributable to the negligence of the Council.
12. The right of entry to the Pool is reserved to the Clerk and any Police Officer on duty at the time during the hiring.
13. The hirer, his servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the Pool for the purpose of the hiring comply with all reasonable requirements of the Clerk.
14. (i) The Hirer shall during the hiring be responsible for:-
  - (a) the efficient supervision of the Pool including the effective control of children, the orderly and safe admission and departure of persons to and from the Pool and the orderly and safe clearance of the Pool in case of emergency.
  - (b) the preservation of good order and decency and the safety of the Pool and all persons therein.(ii) The Hirer shall provide such number of suitably qualified attendants and stewards as may in the opinion of the Clerk be necessary to secure the observance and performance of the foregoing clause of this condition.

(iii) If the Hirer fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of the condition the Council may:

  - (a) charge to and recover from the Hirer any expenses incurred by the Council in engaging life-guards or other persons to secure such observance and performance.
  - (b) cancel any other engagement for the Pool that the Hirer may have made without incurring any liability to the Hirer whatsoever other than for the return of any fee paid to it therefore, less an amount equal to 50% of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum be retained by the Council as liquidated damages for the loss of such engagements.
15. Unless a specific exception is made the scale of charges includes the use of the pool filled with tepid water, together with such dressing accommodation, seats, apparatus and appliances as are provided by the Council at the Pool and have been requested by the Hirer. Any additional furniture or apparatus required by the Hirer must be provided at his expense.
16. The scale of charges also covers the cost of lighting and heating, the ordinary preparation and reinstatement of the pool and accessories, and the ordinary services of the attendants under the direction of the Pool Manager. It does not include the care of dressing rooms or any extraordinary work, service or attendance, which must be provided by and at the expense of the hirer.
17. No decoration or advertising matter shall be displayed inside or outside any part of the Pool without the previous consent in writing of the Clerk.

The Hirer shall remove any decoration or advertising matter displayed if in the opinion of the Clerk it shall be unseemly or expose the Pool to an undue risk of fire.
18. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the Pool nor shall any placards or articles be fixed thereto.
19. No additional lights apparatus or extensions from the existing electrical fittings shall be used without the previous consent of the Clerk any such must comply with all current regulations for electrical installations.
20. The Hirer shall at the expiration of the hiring leave the Pool in a clean and tidy state.
21. Any notice demand or request by the Council to or upon the Hirer may be sent by ordinary prepaid post addressed to the Hirer at the Hirer's address given in the application form and shall be deemed to be made or served at the time when the letter containing the same will be delivered in the ordinary course of post.