

Payment

- The Booking Form establishes the contract between the hirer or organisation and Mount Kelly Swim Centre.
- The hirer must over 18 years of age.
- The hirer shall be responsible for payment and any other charges to do with the hire.
- Hirers will be charged for all time at Mount Kelly Swim Centre and this will include setting up and dismantling times. Hirers must ensure sufficient set up/down time for the session is booked.
- Single bookings may be paid for in full via credit/debit card, cheque or cash before use of the Mount Kelly Swim Centre. Bookings are only considered confirmed once full payment has been received into our bank.
- Regular bookings will be invoiced. Invoices must be paid within 14 days of receipt. Failure to do so may result in your booking being cancelled.
- We reserve the right to review prices and will notify customers with a minimum of 14 days' notice.
- All areas shall be left clean, tidy and free from damage. Any additional cleaning, waste removal, repair or necessary replacement undertaken by Mount Kelly Swim Centre as a result of the hire shall be charged and payable within 14 days.
- The hirer shall be liable for any additional expenses incurred by the company if any hire overruns.
- A minimum of 14 days' notice of cancellation must be given for all bookings, or else, the appropriate charge will be levied. Anyone cancelling a session or sessions that are block booked will be liable for all associated charges regardless of whether they are fully utilised. Any deposit paid upon booking is non-refundable.
- Any person leaving a course of their own choice or those required to leave by the Swim Centre Manager for reasons of safety will not be entitled to a refund.

Rules and Regulations of Use

- In the case of an emergency affecting the premises, the hirer shall be bound to comply with the instructions of the management.
- All participants must follow the Pool Rules as displayed.
- We reserve the right to refuse or cancel any booking without giving any reason and/or to refuse admission to the Mount Kelly Swim Centre.
- We can; add to, change, withdraw or cancel facilities or activities from the centre without notice. This includes pool closure or changes to its opening hours for safety reasons, maintenance or special events.
- It is strongly advised that hirers take out adequate insurance cover to protect against cancellation.
- We will provide one lifeguard for pool bookings. If further lifeguards are required they will be charged for on an hourly basis. You may use your own lifeguard(s) but you must supply a copy of their lifeguard qualification prior to your session.
- The hirer should ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times. Copies of these qualifications should be passed to the management at the point of booking.
- You must supply prior to your first session a copy of;
 - A completed booking form, photo ID with address, car registration number, coaching qualification, lifeguard qualification, National Rescue Award certificate, first aid certificate, Public Liability insurance documentation and DBS certificate.

- Use of the school grounds or buildings is not permitted under any circumstance without prior booking with the school.
- The hirer shall not sub-let the booking(s) that has been agreed and if found to do so, the hirer will forfeit the remainder of their block of sessions and be liable for the full cost of the allocated sessions.
- A responsible adult over 16 years of age should accompany all children under the age of 8 in the pool. While in the pool they should maintain a constant watch over the children and be in close contact with those children who are weak or non-swimmers.
Children aged 4 to 8 should be accompanied by a responsible adult on a one adult to two children basis.
Children under the age of 4 should be accompanied by a responsible adult on a one adult to one child basis.
- A responsible adult accompanying children to a swimming pool will be able to take under 8's into an 'opposite gender' changing room where there is no other responsible adult to take the child into a 'same gender' changing room, as it is reasonable to assume that a child deemed too young to swim unaccompanied is also too young to fend for him or herself in a changing room or to change unaccompanied.
- Hirers must report any accident, injury or damage immediately to the Mount Kelly Swim Centre Pool Manager.
- No structural or other alterations shall be made to the fabric of the building or any furniture fixture or fittings.
- Hirers are responsible for removing their own rubbish.
- Cars should be parked in the car parking spaces provided but are at the sole risk of the vehicle owner.
- Alcohol and/or illegal drugs are not permitted and must not be brought to the premises. The hirer and user shall not be under the influence of alcohol or illegal drugs at the time of the hire.
- No banners, leaflets or posters shall be placed within the boundaries of the Swim Centre without the approval of the Pool Manager.
- The use of cameras, camera phones and video cameras are not permitted to be used within the facility unless it is within an organised session that has photography scheduled into it. Please read and sign our Photography/Videography policy before taking photos/video, this policy is available from the Mount Kelly Swim Centre. No children should be filmed or photographed unless permission has been given by their parents/guardians.
- Under section 26 of the Counter Terrorism and Security Act 2015, we also have a responsibility to prevent people from being drawn into terrorism, we will therefore ensure that our premises and facilities are not used for extremist activities.

Liability

- Mount Kelly Swim Centre accepts no responsibility for the loss of, or damage to, property or injury, illness or death, on these premises unless caused by its own negligence.
- You must supply (prior to your first session) a copy of your Public Liability Insurance documentation covering £5,000,000.
- Mount Kelly Swim Centre carries full Public Liability Insurance, details of which can be provided upon request.

Data Protection

We gather and process information in adherence with the General Data Protection Regulations (GDPR), 2018. Any personal data collected about you will be used in order to provide you with the services you require. The information we hold about you will only be used for the reason it was obtained.