

## CONDITIONS OF LET – SCHOOL LETTING

These conditions must be adhered to by all let holders:

### General Conditions

1. When applying for a let, please note that a minimum of **10 working days** notice should be given in order for all necessary arrangements to be made.
2. The purpose of the proposed let must be clearly stated to West Lothian Council at the time of arranging the booking. If applying for a let relating to an event or sporting activity, the specific nature of the sport or game must be stated on the let application form.
3. Receipt of an application for a let does not constitute an acceptance of the application by West Lothian Council. All applications are subject to the approval of West Lothian Council. No venue should be considered let until confirmation has been received by the let holder. Where several applications are received for a particular establishment, they will be given priority in order of the categories listed on the scale of charges.
4. The let holder shall only be permitted in the areas specified on the confirmation. The instructions of the Facilities Management Assistant must be complied with at all times.
5. The application form must be completed by the group leader, owner, director etc... of the organisation as it is this person who will be responsible for payment of the let.
6. If for any reason an organisation is unable to make use of the accommodation granted on any particular date, intimation must be sent to the West Lothian Council at least 2 working days prior to the meeting. **Failure to comply with this condition will result in the full cost of the let being levied.** A telephone call to West Lothian Council is required followed by confirmation in writing to cancel a let. Failure to attend in whole or part will result in the review of further lets. Failure to notify of a cancellation could prevent another group from benefitting from the use of the facility.
7. If a pitch is deemed unplayable, the group must notify West Lothian Council in writing as soon possible and no later than three working days from date of let. If this condition is not adhered to, groups will be liable to pay the full cost of the let. In the case of playing fields, the Facilities Management Assistant's decision on the fitness of the ground for play will be final.
8. West Lothian Council reserve the right to cancel lets at any time (no fault termination).
9. A let will not extend beyond 10pm in schools during weekdays.
10. With the exception of Deans Community High School and Inveralmond Community High School lets at weekends will be classed as 'out of hours' and will be subject to the availability of Facilities Management staff. 'Out of hours' staffing costs at weekends must be paid by the group in addition to the facility letting charge.
11. Storage of any kind is not provided as part of a let.
12. Parking is not provided as part of the let. Where let holders park on West Lothian Council premises, it will be at their own risk.
13. Waiting areas for those not participating in the let activity are not provided as part of the let, i.e. parents/carers taking children to clubs.
14. Granting of a let **does not include** the use of specialised equipment and facilities within the school premises – this includes:
  - The gymnasium apparatus – fixed or portable – unless the specific permission of West Lothian Council has been granted.
  - Goals and nets are not guaranteed for pitch lets. Please ask for details.
  - Pianos and other musical equipment are not used without specific permission of West Lothian Council, and only competent and authorised persons are allowed to use the instruments.
  - Other school equipment such as stage lighting is not to be used without the specific permission of West Lothian Council
15. In any halls/gymnasias, the floor is regarded as a most important and expensive item. It is, therefore, essential that it be kept clean and free from scratches or scores which may render it unsatisfactory or possibly unsafe. Where a let is granted of a central hall, assembly hall or dining hall for other than physical education activities the following footwear is permitted:
  - Rubber soled sports footwear
  - Leather Dancing Pumps
  - Outdoor shoes with rubber soles and heels
  - Outdoor shoes with plain leather soles and heelsWhere outdoor shoes as above are worn, it is essential for the care of the floors that all outside dirt be removed from shoes before entry or re-entry is made to the hall concerned. **Under no circumstances are shoes with stiletto or similar type heels (i.e. metal heel or toe tips, protruding nails or any other protecting metal parts) to be worn in gym or games hall areas. No studs or blades are permitted at any time on synthetic turf pitches. Only trainers and footwear designed for use on synthetic pitches is allowed.**
16. NO POWDER or other substance shall be used for POLISHING THE FLOOR of any premises, even for social functions. In addition, dry ice must not be used in council premises.
17. Lets may be permitted during school holidays periods with the prior approval of West Lothian Council. It should be noted, however, that lets are subject to cancellation should any maintenance work be required.

18. All organisations will observe statutory holiday/weekends when a Facilities Management Assistant is not normally on duty unless prior permission is granted by West Lothian Council. Further restricted letting periods may be required in addition to normal statutory holidays with no lets being available during this time.
19. Lets are not transferable and must be used for the purpose stated.
20. Please notify West Lothian Council if you do not require use of floodlights if included as part of your booking for pitches.
21. Gratuities are NOT to be given to employees of West Lothian Council.
22. It shall be noted that the named individual member of an organisation shall be deemed responsible for the conduct of those attending the let venue. This person must be aged 18 years or over.
23. It is the holder's responsibility to ensure premises are left in a clean and tidy condition after any let. Any damage or spillage must be reported to Facilities Management staff immediately. Facilities Management staff will monitor and report any issues/concerns e.g. litter, vandalism, fire alarm activation.
24. Special conditions may apply to the letting of the undernoted facilities and details of these will be supplied by West Lothian Council.
25. The start time of the let is the time the group gain access to the building. The finish time of the let is the time the group should vacate the premises. If additional time is required for changing then this should be booked as part of the let. If groups over-stay time of let, the relevant additional let fee will apply plus any additional charges incurred for the time of the Facilities Management Assistant.
26. Late arrival at premises – the Facilities Management Assistant will wait approximately 30 minutes after the start time of the booking. If a group arrives more than 30 minutes after the start time of the let the building may not be open and the group will be liable for the full cost of the let.

### **Staging in Primary Schools**

27. It should be understood that when booking a primary school that it may be necessary at specific times of the year for the school to erect staging. The school will where possible endeavour to give advance warning, but the let holder should understand that the premise is first and foremost a school and educational activities during the school day take precedence over out of school lets.

Under no circumstances should the let holder or organisation attempt to dismantle a stage for health & safety reasons. Only Facilities Management staff are trained to do this.

### **Smoking, Alcohol and Gambling**

28. SMOKING IS NOT PERMITTED IN SCHOOLS OR WITHIN THE SCHOOL GROUNDS.
29. No alcohol should be sold on Education premises unless an Occasional Licence issued under the Licensing (Scotland) Act 2005 has been granted. Where alcohol is being sold on Education premises it shall be the responsibility of the holder of the Occasional Licence to ensure that alcohol is consumed responsibly and in accordance with their statutory responsibilities as a licence holder.
30. If alcohol is supplied without charge then an Occasional Licence will not be required, however, it shall be the responsibility of the hirer to take reasonably practicable steps to ensure that alcohol is consumed responsibly on the premises.
31. Gambling for a cash prize, such as a 'race night' is not permitted on Education premises without the appropriate licence.

### **Copyright and Performances**

32. Schools are not licensed for public entertainment and admission to functions where a charge is made must be by ticket only and no money must be taken at the door. Admission to meetings or social gatherings must be confined to members of the organisation concerned – except where permission is granted for public meeting. When applicable, the group is responsible for Public Entertainment Licence.
33. It is the responsibility of the let holder to comply with all statutory licence requirements. For instance:
  - Any let where music is to be played or films shown, an appropriate copyright broadcast licence is essential. This includes for example, band practice, discos, zumba, choirs and film clubs. The licences held by schools do not extend to school lets. Failure to secure licenses could result in a breach or an infringement of the Copyright, Design and Patents Act 1988. This Act covers all literary work, dramatic work, musical work, artistic work, films, sounds recordings, broadcasts, and typographical arrangement of published additions. It is the let holder's responsibility to ensure that the appropriate licences are held before a let takes place. The let holder shall, as and when reasonably requested to do so by the authorised officer, produce for inspection a copy of their current copyright licences. West Lothian Council must be indemnified by the let holder against any claims arising out of a breach or infringement of the Copyright Act.
  - The user shall be wholly responsible for satisfying any conditions imposed by the Theatre Act 1968 or under the Performance Regulations and obtaining the necessary licences, performing rights and copyright for any performances being given. Premises are offered for let as seen at the time of application and no building or other work outwith normal maintenance will be undertaken by the Council to accommodate a special activity.
34. The let holder will be responsible for providing to the school all information required by the Performing Rights Society including, but not limited to, identifying original artistic music or other copyright or protected material including, but not limited to, audience numbers, gross receipts and net receipts at each performance.

## Pricing

35. West Lothian Council operates a pricing policy. Lets will normally be charged at the standard rate. When applying for discounted rates, proof of status may be required, i.e. organisation terms or reference, charitable status, constitution etc...

Pricing structure definitions – please refer to School Charges document, see link below to the page of our website:  
<http://www.westlothian.gov.uk/article/5496/School-Letting>

36. With the exception of one-off lets, an invoice for charges will be raised in arrears and payment is due immediately. This applies to all invoices. All future bookings will be cancelled if payment is not received within 28 days. West Lothian Council reserves the right to request payment in advance for future dates.
37. One-off bookings. All one-off bookings are payable in advance, and 2 working days notice is required to cancel a let. If the let is cancelled by the applicant with less notification than this, West Lothian Council reserve the right to retain the full amount. If sufficient notice is given of cancellation, then a cheque will be sent to you.
38. Charges and conditions of let may be subject to variation by the decision of West Lothian Council at any time.
39. If you believe your charges to be wrong, you have up to 60 days from the date of the original invoice to query the amount. This can be done by contacting West Lothian Council.

## Health & Safety

40. Let holders must ensure that they complete induction procedures. This will be made available and communicated by the Facilities Management Assistant.
41. In the event of an accident within the premises the let holder must report the incident immediately to the Facilities Management Assistant. An incident report form must be completed with the assistance of the Facilities Management Assistant if available. Otherwise all relevant information and contact details must be written and the Facilities Management Assistant will pass this to the Head of Establishment for further action.
42. The let holder should ensure that they are familiar with the fire evacuation procedure including the fire alarm signal, evacuation routes and assembly points. All information for fire safety will be included in the induction.
43. The let holder is responsible for the health, safety and welfare of the persons participating in the activity. A risk assessment should be conducted for all activities that includes details of the instructor's qualifications, ratios, equipment etc. All activities must be conducted in accordance with the appropriate governing body guidelines/building users guides.
44. Under no circumstances should the let holder or organisation attempt to dismantle a stage, only Facilities Management staff are trained to do this.
45. Noise must be kept within reasonable limits and amplifiers must not be used in the premises to increase the volume of music, or sound, to a point where the music is audible outside the premises (sound volume must not exceed the maximum level of 85dBA. To this end, doors and windows should be kept closed and users must comply with the instructions of the Facilities Management Assistant, Caretaker in this respect.
46. No swimming will take place without supervision. A competent person holding at least the Bronze Medallion of the Royal Life Saving Society or a similar qualification will be responsible for the group and will be present on the poolside throughout the duration of the let.
47. A risk assessment must be carried out for high risk sports such as, rugby, judo etc.
48. Persons instructing in sports activities must be suitably qualified. The let holder shall, as and when reasonably requested to do to by the authorised officer, produce for inspection relevant current qualifications relating to the let activity.
49. Electrical equipment used in a let will require regular PAT testing. The let holder shall, as and when reasonably requested to do so by the authorised officer, produce for inspection current PAT testing certificates.

## Insurance and indemnity

50. West Lothian Council must be indemnified by the let holder against any damage to property or equipment which may occur through occupation of the premises.
51. Organisations letting the premises shall accept full responsibility for any accident, injury or damage to any person which may occur, as a result of the organisations negligence while using the premises.
52. West Lothian Council cannot accept responsibility for any loss of possessions. Let holders are responsible for ensuring personal possessions are adequately safeguarded.
53. It is a requirement of all lets that the let holder agrees to indemnify and hold West Lothian Council harmless in respect of all losses, damages, claims, costs, demands, expenses or other liabilities arising in connection with the let of the venue to the let holder.
54. The let holder shall affect and maintain adequate insurance:
- Against fire and all other risks covering all property which the let holder may bring into the venue whether such property is the hirers or that for which the hirer is responsible; and
  - Covering the let holder's liability, statutory and common law in respect of the let holder's employees and members of the let holder's company or organisation, the let holder's guests and any other individual attending the venue in connection with the let.
55. West Lothian Council has effected Property Owner's Liability insurance in respect of the venue. However, it shall be the responsibility of the let holder to put in place sufficient insurance, including but not limited to public liability insurance, to cover all activities to be

undertaken during the period of let by the let holder and all persons attending the venue for the purposes of the let. For the avoidance of doubt, any public liability insurance cover put in place by the let holder shall be for a sum of not less than FIVE MILLION POUNDS (£5,000,000) in respect of any one claim and shall be unlimited in the period of insurance. Furthermore, West Lothian Council may in certain circumstances and at their discretion require the let holder to arrange additional insurance cover. If such additional insurance cover is required, the let holder will be advised in writing.

56. The let holder shall, as and when reasonably requested to do so by the authorised officer, produce for inspection insurance certificates to show that the insurance cover required by West Lothian Council in connection with the let is being maintained by the let holder. Failure to submit proof of such insurance upon request by the authorised officer may result in the cancellation of the let at the sole discretion of West Lothian Council. In such circumstances the let holder will remain fully liable for the fees payable in respect of the let regardless of the fact the let has been cancelled. West Lothian Council will not be responsible for any costs or losses which are incurred by the let holder as a result of such cancellation.

#### **Childcare provision**

57. If there is requirement for work to be carried out to ensure accommodation meets Care Inspectorate regulations, and costs must be met by the childcare organisation. No works can be progressed until they have been alerted to the Estate Manager/Education Resources Group and received approval. Childcare services that are in receipt of a subsidised let must be registered by the Care Inspectorate. The let holder shall, as and when reasonably requested to do so by the authorised officer, produce for inspection Care Inspectorate registration.

#### **Child Protection**

58. Protection of children and vulnerable adults – the let holder must ensure that it complies with and continues to comply with, the terms of the Protection of Vulnerable Groups (Scotland) Act 2007 (“the PVG Act”). This is particularly relevant to any let involving children, young people under the age of 18 and/or vulnerable adults. Guidance of the PVG Act and obligations can be obtained from:

Disclosure Scotland  
PO Box 250  
Glasgow  
[www.disclosure-scotland.co.uk](http://www.disclosure-scotland.co.uk)  
[info@disclosurescotland.co.uk](mailto:info@disclosurescotland.co.uk)  
Tel: 0870 609 6006

The let holder shall ensure that all staff and others who carry out or will carry out Regulated Work (as defined in the PVG Act) with children or adults in or on the let premises are registered members of the Protection of Vulnerable Groups Scheme for the type of work which they carry out or will carry out in or on the let premises. Failure by the let holder to comply with this Condition will be a fundamental breach of contract and entitle West Lothian Council to terminate this let.

#### **Suspended/Cancellation of Lets**

59. Failure to comply with the above Conditions of Let will result in the let being suspended. West Lothian Council reserve the right to cancel lets where there have been complaints from the school regarding damage to school property or inappropriate behaviour by those attending the let.

#### **Data Protection**

60. Each of the let holder and West Lothian Council shall comply with their respective duties under the Data Protection Act 1998, and in particular with those duties as explained and clarified in the remainder of this Clause 35.
61. West Lothian Council and the let holder are each acting as separate data controllers.
62. Where the let holder provides personal data to West Lothian Council, West Lothian Council may share that personal data with other regulators (including West Lothian Council’s and the let holder external auditors, HM Revenue and Customs and law enforcement agencies). The personal data may be checked with other West Lothian Council departments for accuracy, to prevent or detect fraud or maximise West Lothian Council’s revenues. The let holder undertakes to ensure that all persons whose personal data is (or is to be) disclosed to West Lothian Council are duly notified of this fact. In order to comply with this requirement, the let holder shall ensure that the person(s) whose personal data is (or is to be disclosed) is given a fair processing notice and that this notice is included within relevant documentation provided to the person(s) by the let holder.
63. The expressions “personal data”, “data controller”, “data processor”, “processing” and “process” shall have the meanings assigned to them by the Data Protection Act 1998, and the “Seventh Data Protection Principal” shall mean the Seventh Principal set out in Part 1 of Schedule 1 to that Act.
64. The let holder shall notify West Lothian Council immediately of any child protection, child welfare or adult welfare allegations or concerns of which it becomes aware, and shall furnish West Lothian Council with any information necessary to allow West Lothian Council

to investigate fully and such concern or allegation, such disclosure of information in these circumstances being necessary for the performance of West Lothian Council's statutory duties to safeguard children and vulnerable adults.

65. The let holder shall be required to pass on information to West Lothian Council in relation to the let, a member of the let holder's staff, volunteer or any other person following upon request from West Lothian Council.
66. On the termination of the let for whatever reason, West Lothian Council has the express right to have returned to it all information and any confidential information provided by West Lothian Council to the let holder within (3) working days of its termination. The let holder shall liaise directly with West Lothian Council to agree a procedure relative to return to West Lothian Council of any information or confidential information. In this Clause 35.7 the expression "return" means that the let holder shall provide West Lothian Council with all hard copies of the information concerned together with any portable electronic storage media on which any personal data, information and confidential information has been stored, and shall then securely and irretrievably delete any copies of the data from the let holder's own computer systems.

#### **Freedom of Information**

67. The let holder acknowledges West Lothian Council's obligations under the Freedom of Information (Scotland) Act 2002 ("FOISA") and acknowledges that in particular West Lothian Council may be required to provide information relating to the let or the let holder to any person on request in order to comply with the FOISA. The decisions of West Lothian Council in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, any other law, or, as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).
68. If the let holder is or becomes a designated Scottish Public Authority by Order of the Scottish Ministers under section 5 of the FOISA the let holder shall comply with the FOISA.

#### **Customer Complaints/Comments**

69. West Lothian Council are committed to providing high-quality customer service. We take complaints about our services seriously and deal with them in confidence. If something goes wrong you should tell us. We can then try and put things right and improve our services in the future. To make a complaint, please use one of the following means:

For **primary schools** and **Chalmers Hall**, use one of the following methods of communication:

Write to us **Education Customer Services, West Lothian Council, Civic Centre, Howden South Road, Livingston, EH54 6FF**

Phone us on **01506 281952**

e-mail us at **EducationCustomerServices@westlothian.gov.uk**

**For all other establishments, please contact the establishment directly.**

We can provide information in other formats (such as large print, audio and Braille)

**On the next page you will find REGULATIONS FOR THE HIRE OF WEST LOTHIAN COUNCIL SWIMMING POOLS**

## REGULATIONS FOR THE HIRE OF WEST LOTHIAN COUNCIL SWIMMING POOLS

These Regulations are in place to safeguard pool users at all times.

The following must be adhered to in order to comply with the Health and Safety at Work Act 1974.

1. All persons in charge of young people and others using the Pool are expected to co-operate with the Facilities Management Assistant by observing these regulations.
2. Swimmer/Teacher Ratios must be observed at all times.
  - (a) The following ratios are recommended guidelines only. A risk assessment should be carried out for each occasion and should consider:
    - Age of participants (and supervisors)
    - Age range of group
    - Gender mix
    - Experience of participants relating to nature of the activity
    - Facility e.g. pool layout, depth, lifeguard cover
    - Ethnicity
    - Educational / additional support needs
    - General behaviour history
    - Duration and nature of event / journey / activity
    - Staff experience

As a general guide, the following MAXIMUM ratios are recommended:

Teacher/Coach Qualification	Maximum Ratio
Level 1: Inexperienced	4:1
Level 1: Experienced	6:1
Level 2: Adult & Child	12:1
Level 2: Non-Swimmers & Beginners	12:1
Level 2: Improving Swimmers (swim at least 10m)	20:1
Level 2: Mixed Ability Groups	20:1
Level 2: Competent Swimmers	20:1
Level 2: Competitive Swimmers	30:1
Level 2: Synchronised Swimmers	20:1
Level 2: Water Polo	20:1
Level 2: Diving – Beginners and Improvers	12:1
Level 2: Diving – Competitive Divers	15:1
Level 2: Swimmers with Disabilities	8:1

Please note: A level 1 teacher/coach should be supervised by a level 2 teacher/coach at all times

- (b) The maximum pool load will be set in view of the number of variables and operating procedures within each facility.
  - (c) Only bona fide swimmers shall be allowed to enter the building.
  - (d) Spectators shall not be admitted unless in exceptional circumstances.
3. No one is allowed into the pool unless a qualified instructor is present and supervising.
4. Where an instructor is in the water during lessons, there must always also be supervision from the side of the pool, where the supervisor can see and be seen.
5. A notice of authorisation, together with an identification card with photograph of the named instructor, will be issued by this office and must be shown to the Facilities Management Assistant on duty before admission to pool can be granted.
6. Instructors must hold the UKCC Level 2 Certificate for Teaching Aquatics, or the ASA Swimming Teacher Certificate. A lifeguard must also be present and they must hold one of the following:
  - Royal Life Saving Society National Pool Lifeguard Qualification, or
  - NARS Pool Lifeguard Qualification

(NB Lifesaving/lifeguarding qualifications must be renewed every 2 years).

7. There must always be one adult in addition to the qualified instructor present at the pool side to assist should an emergency arise. This second adult is required to hold a Lifesaving Qualification as listed in (6).
8. Pool discipline shall be firm. In the interest of safety 'playful' activities such as running, pushing, ducking and other horseplay are forbidden.
9. The system where such pupils are responsible for a partner is recommended where the instructor considers it appropriate.
10. A count of the class shall be made at the beginning, during and at the end of the session.
11. West Lothian Council recognise that since general discipline, class control and class management are factors in the creation of a safe environment it is the policy of West Lothian Council only to provide the hire or let of swimming pools to groups operating "Programmed Swimming".
12. Programmed Swimming occurs when a disciplined approach is taken to the teaching of swimming and where all swimmers are graded according to age and swimming ability. The total number using the pool and the pool area utilised will relate to the age and ability of the individuals or group to participate in a progressive programme of teaching. Children under the age of eight must be accompanied by an adult on a one-to-one basis.
13. General swimming lets may take place under certain circumstances. All requests will require to be submitted to, and approved by, West Lothian Council.
14. A range of specialist activities are permitted, subject to the conditions detailed below for each:
  - 14.1 Diving
    1. No diving of any form is permitted in Shallow Water areas of the Swimming Pool (water with a vertical depth of less than 1.5 metres).
    2. In Deep Water areas only 'shallow entry' dives are allowed.
    3. Where starting blocks are available they must be used under the supervision of a Qualified Swimming Teacher and only in areas with a vertical water depth of at least 1.8 metres.
    4. Divers are required to check before entering the water that there are no swimmers in the diving area.
    5. Running Dives are not permitted.
  - 14.2 Swimmers with additional support needs
    1. The Teacher/Instructor must have appropriate qualifications.
    2. The teacher/Instructor must be aware of the disability and any additional support needs of the swimmer/swimmers.
    3. The level of staffing should not fall below the undernoted at any time:
      - One qualified teacher/instructor (paragraph 6)
      - One adult Supervisor on the pool side (paragraph 7)
      - Two adult helpers in the pool
  - 14.3 Sub Aqua
    1. The teacher/instructor shall have the appropriate qualifications in teaching Sub Aqua, i.e. the Club Instructor Award of the British Sub Aqua Club or the Branch Instructor Award of the Scottish Sub Aqua Club.
    2. The level of staffing should not fall below the following at any time
      - One qualified instructor (can be in the water or on the pool side as required).
      - One lifeguard who must hold the R.L.S.S Pool Lifeguard Qualification or NARS (the lifeguard must always supervise from the pool side).
    3. Teacher/Pupil ratio of 1:8
    4. All equipment must be thoroughly cleaned before use in the pool.
  - 14.4 Snorkelling
    1. Snorkelling can be considered an extension of normal swimming programmes. However, due to the nature of the activity, the following requirements must apply:
      - The teacher/instructor must be qualified as per programmed swimming.

- The maximum number of people per teacher / instructor should not exceed 15.
- Face masks lenses must be made from tempered glass.
- Snorkels must comply to British Sub Aqua Club standards
- If weight belts are to be used, the activity must be taught / supervised as per Sub Aqua.
- All weights must be Neoprene covered.

#### 14.5 Canoe Training

1. The teacher/instructor shall hold the appropriate qualification from the British Canoe Union, the minimum qualification being the B.C.U. Instructor's Certificate.
2. An additional adult must be present supervising from the pool side. This adult should hold the R.L.S.S. National Pool Lifeguard Qualification or NARS.
3. Teacher/Pupil ratio of 1:8
4. **Canoes must have front and rear protectors and must be cleaned thoroughly before being used in pool.**

#### 14.6 Parent and Toddlers' Group

1. The teacher/instructor must be qualified as per programmed swimming.
2. Toddlers must be accompanied by helpers in the water on a one to one basis.
3. Teacher ratio is 1 teacher up to a maximum of 8 toddlers.

#### 14.7 Competitive Swimming

1. Swimming activities referred to include competitions, galas and competitive training during programmed swimming pool time.

#### 14.8 Deep Pools

1. The presence of water deeper than 2 metres will result in the pool being designated as a deep pool.
2. Where children under 12 years of age use deep pools, the following points must be observed:
  - a) Children must be able to stand at the shallow end.
  - b) Where non swimmers or children whose abilities are unknown are using deep pools, the deep water area must be partitioned off by means of a fixed rope before any children can gain access to the pool.
  - c) There must be no more than 18 children under 12 years in the pool at any one time and there must be **2 QUALIFIED** lifeguards present **AT ALL TIMES**.

15. It is a condition of the let that the person in charge is fully conversant with the Normal Operating Procedures and the Emergency Action Plan of the Swimming Pool and signs an acceptance form to that effect before the let is granted. These documents are available from the Community Letting Section.

16. A check must be made on the availability and condition of the following safety equipment prior to the start of every let.

- a) Two lightweight poles with ring and floats shall be available, one on each side of the pool
- b) A telephone with an outside line should be available at the pool side. All instructors and others responsible shall be aware of its location. If this item is not present or not in proper working condition the let must not take place.

17. Lets are granted subject to the provision that the group shall practice the emergency procedure regularly and that a full emergency drill will be carried out once per school term, the date and time to be recorded on the Pool Safety Audit issued with the letting form.

18. Outdoor shoes must not be worn in the pool area.

19. The instructor shall be responsible for ensuring that all swimmers use the showers before entering the water and that all hair washing is done at the showers.

20. The control of the water supply, heating and ventilation in the pool area is the responsibility of the Facilities Management Assistant.

21. Medical Information



- 21.1 The teacher/instructor must be aware of any medical information relevant to pupils/students or such other persons, undertaking the activity of swimming.
- 21.2 Details of relevant information concerning medical conditions of pupils/students, or such other persons, undertaking the activity of swimming must be made available to the teacher/instructor (for example, epilepsy, diabetes and heart conditions).
- 21.3 In circumstances such as these, the teacher/instructor may require additional assistance.
- 21.2 The fullest possible co-operation of the parent/guardian is required in making such information available to the group leader/let holder.
- 21.3 **All medical information MUST BE KEPT CONFIDENTIAL**
- NB: It is in the group leader's interest to record medical information provided by pupils/students.