



WASH FARM BARN
REDLINGFIELD
EYE
IP23 7QP
01379 678252

WASH FARM BARN TERMS & CONDITIONS

WARNING: Swimming can be a dangerous activity.

Please note that there is no lifeguard on duty at the Pool.

About these Terms and Conditions

1. These Terms and Conditions relate to the swimming pool at Wash Farm Barn ("**Pool**") together with the changing room, carpark and other equipment (together the "**Facilities**"), which is operated by Wash Farm Barn (a firm) ("we, us, our"). A list of Partners is available on request and on display at the Pool.
2. References in these terms to a "**Member**" mean the person who books and pays for Slots.

Booking a Slot

3. Members may, with our agreement and subject to availability, book the use of the Pool for a period (available in 30 minute increments) ("**Slot**") commencing at the same time each week for 13 consecutive weeks ("**Quarter**"). In addition to the time allocated to the use of the Pool, Users may make use of the changing facilities for 15 minutes before and after each Slot.
4. We publish the start date of each Quarter in advance. Your first Slot occurs automatically during the first week of the Quarter after your booking is confirmed.
5. We have the right to refuse any request to book Slots and no booking is valid until it is confirmed by us and you have paid the agreed charges ("**Charges**"). Slots are allocated on a first-come-first-served basis. If you wish to change the timing of your Slots, we will try to accommodate your request but are under no obligation to agree to do so.

Use of the Pool

6. You may not transfer or assign their rights. For the avoidance of doubt, you are granted the non-exclusive licence to use the Facilities and no lease or interest in property is granted by these terms. You may not exclude us or any of our employees or agents from the Pool or any of the other Facilities.
7. During each Slot, the Member and/or any persons authorised by them (together "**Users**"), are permitted to use the Facilities in accordance with these terms and conditions and the rules relating to the use of the Pool which are on display at the pool (**Pool Rules**). The User's permission to use the Facilities expires automatically at the end of the weekly Slot.
8. Users make use of the Pool and the other Facilities entirely at their own risk, except as set out below. Users must note the warning signs at the Pool and in particular the fact that there is no lifeguard on duty. We do not accept liability for any loss or damage to property which any User brings onto the site of the Facilities except as set out below.
9. Each User is required to be covered by a suitable policy of insurance in respect of personal accidents and injuries and third party liability suffered or incurred as a result of their use of the Facilities. The Partners reserve the right to require evidence that a User has complied with this clause 9.
10. Users must take all reasonable precautions to ensure their own safety during their use of the Pool and the other Facilities. Swimming can be a dangerous activity and Users, for their own safety, must adhere to the Pool Rules as published on our website and available at the Pool from time to time.



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11. Users must not cause any damage to the Pool or other Facilities. If a User does cause any damage they must report it to us as soon as possible.
12. You may only use the Pool if you are, or are accompanied by, a capable swimmer. We cannot and do not make any assessment of any User's swimming ability and Users must rely on their own assessment. We reserve the right to decline or withdraw any User's right to use the Pool and other Facilities, and cancel Slots accordingly, if we have doubts about a User's swimming ability or concerns about their safety or if we believe that they are in breach of these terms or the Pool Rules.
13. No more than 8 people may make use of the Pool during any Slot and a minimum of 2 is advisable.
14. By using the Pool, or by paying the Charges, each User agrees to abide by these terms and the Pool Rules.

Members' obligations

15. Members are responsible for the safety of each User during their Slot. Members must ensure Users are adequately supervised if necessary.
16. The Member must draw these terms and the Pool Rules to the attention of each User and ensure that each User complies with them. The Member shall be liable for and keep us and the Partners fully indemnified against any loss, cost (including legal costs), claims, demands, expenses or other sums incurred or payable by us or the Partners arising from or in connection with:
 - 16.1. The Member's failure to comply with their obligations under this clause 16;
 - 16.2. Each User's use of the Pool;
 - 16.3. Each User's failure to comply with these terms and/or the Pool Rules; and
 - 16.4. Any damage caused to the Pool or the Facilities caused by a User.

If you are unable to use the Pool

17. Except as set out below, no refunds shall be given if a Member or any person authorised by them is unable to use the Pool for any of a Member's Slots during a Quarter. There is no right for any Member to cancel Slots once booked.
18. We may at our discretion close the Pool or other Facilities at any time for maintenance or to ensure users' safety. The Pool is typically closed for one week each year in July for annual maintenance.
19. If the Pool is closed during a scheduled Slot, the Member will typically be offered a substitute Slot. Where this is not possible or in our opinion it is not reasonably practicable, we shall refund the Member 1/13th of the Charges for each Slot they cannot use the Pool. The Member shall have no other remedy in respect of the closure of the Pool and neither we nor any of the Partners will have any other liability to any person in respect of the closure of the Pool.
20. No substitute Slot or refund shall be given if:
 - 20.1. A Member or other User who they have permitted to make use of a Slot is unable to make use of a Slot other than because the Pool has been closed;
 - 20.2. The Pool is closed as a result of the acts or omissions of that Member or any person who they have permitted to use the Pool; or



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- 20.3. The Member or any person who they have permitted to use the Pool is denied use of the Pool or expelled from the Pool or other Facilities in accordance with these terms or because they have broken the Pool Rules.

Liability of the Partners

21. Neither we nor the Partners in any way exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of the Partners, their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of a Member or other User's legal rights.

Personal Data

22. We will collect and use your personal data in connection with purposes relating to bookings and Users' use of the Pool. Details of how and why we collect, use and store personal data are set out in our privacy policy which can be viewed on our website (www.washfarmbarn.co.uk).

Pool Rules

We hope that you will enjoy using the pool as if it were your own. To ensure that everyone is happy with the privacy, security and safety the following rules MUST be observed.

1. Health and Safety

- 1.1. There is no life guard on duty at any time therefore it is imperative that the Licensee takes all steps necessary to ensure the safety of himself/herself and guests. All swimmers enter the pool and pool complex at their own risk.
- 1.2. It is advised that a minimum of 2 people use the pool at any one time.
- 1.3. There must be no more than 8 people using the pool at any one time.
- 1.4. There must be no more than 3 children (under 15) or non-swimmers to 1 adult (over 18) who must be a competent swimmer.
- 1.5. All swimmers (or their guardians) must deem themselves to be well enough and physically fit enough to swim.
- 1.6. Children under 15 must be accompanied in the Pool Complex at all times.
- 1.7. Care should be taken that food or drink is not consumed immediately before swimming as personal accidents may result.
- 1.8. Observe the signs in the pool complex at all times. It is for your safety.

2. Hygiene

- 2.1. No footwear allowed beyond the entrance foyers.
- 2.2. Swimmers must shower before entering the pool as this reduces the need for chemicals in the pool.
- 2.3. Do not use talcum powder in the Pool Complex.
- 2.4. Young children still using nappies MUST wear appropriate swimwear, for example, aqua nappies, and you must take all used nappies home.
- 2.5. Please ensure no animals enter the Pool Complex.

3. Pool

- 3.1. No running, bombing, diving or jumping in in any part of the pool.
- 3.2. No smoking in the Pool Complex.
- 3.3. No eating or drinking in the Pool Complex.
- 3.4. No glass to be taken into the Pool Complex.
- 3.5. No submarine diving or scuba gear to be used in the pool.



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4. **Emergencies**

- 4.1. The lifebuoy and hook are for emergency use only.
- 4.2. In the case of an emergency a phone is located at the west door in the corner of the sitting area.
- 4.3. Please ensure all exits and fire exits are kept clear at all times.

5. **Access and Parking**

- 5.1. Access to the pool is via the 2 courtyard entrances and parking is provided adjacent to these. Agreement holders must ensure that no members of your group stray into the farmyard where hazards may exist. With particular reference to children as the adjacent farmyard is a working farmyard with large moving vehicles and is an authorised access only site.
- 5.2. Please drive with extreme caution at all times. Children are often present at the pool and in the car parking areas.
- 5.3. Cars to be parked in the pool car park (directed by the entrance signs). All cars are parked at the owner's risk. Wash Farm Barn and its Partners accept no liability for damage to or theft of vehicles while located on the premises.

6. **Housekeeping**

- 6.1. Please ensure all doors and windows remain closed at all times, as this maintains the important temperature balance within the Pool Complex.
- 6.2. Please ensure that you keep to your allotted session. There is a clock in the pool area.
- 6.3. Please note that your changing room will be available to you 15 minutes before your session begins and for 15 minutes after your session ends.
- 6.4. Please check the notice board for information and alterations to the rules.
- 6.5. Swimmers must use the mop and buckets provided to mop up any excess water in the changing rooms (some people prefer to bring their own foot towels).
- 6.6. Please leave the Pool Complex as you have found it and would like to find it.
- 6.7. Wash Farm Barn and the Partners accept no liability for personal items left behind, or for damage or theft of personal possessions while using the pool facility.

7. **Damage**

- 7.1. Please notify the owners **immediately** of any damage to the pool, pool complex or equipment.

SIGNED:

DATE:

PRINT NAME:

ADDRESS:

TEL: