

Terms and Conditions of Hire of Leisure and Cultural Services Department (LCSD) Public Swimming Pools

Booking Procedure

1. Applications for use of LCSD public swimming pools are processed in accordance with the current allocation guidelines.

Application Form

2. Requests for booking of public swimming pools must be made on the official application form at Annex A. The application forms are obtainable from all LCSD public swimming pools. The form should be duly completed and signed by an authorised person, together with relevant copies of valid instructor's certificate prior to submission to the pool office.

Payment of Hire Charges

3. Payment of hire charges should be made at the respective swimming pools within 14 days of the date of confirmation, and in any event before the date of hire. Otherwise, the booking will be cancelled automatically.

4. Once the hire charges are paid, no refund will be made and the Hirer cannot cancel the booking unless cancellation is rendered necessary through no fault of the Hirer or by factors beyond the Hirer's control and that notice of such cancellation with justifiable reasons are given to the appropriate booking offices more than 14 days prior to the date of use.

Cancellation of Booking

5. The LCSD reserves the right to cancel any booking without prior notice to the Hirer.

6. No refund of hire charges will be made if the cancellation of booking is on the Hirer's own accord. However, if LCSD is satisfied that the cancellation is caused by factors beyond the Hirer's control or through no fault of the Hirer, or the booking is cancelled by LCSD, the hire charges will be refunded without interest to the Hirer. Refund will be arranged upon receipt of notice from the Hirer by LCSD.

7. Due to typhoon or other unforeseeable circumstances, officer-in-charge of swimming pool may at his/her absolute discretion cancel booking without prior notice to the Hirer. In such cases, a mutually agreeable alternative date will be arranged, failing which, the hire charges may be refunded without interest to the Hirer. Refund will be arranged upon receipt of notice from the Hirer by LCSD.

Swimming Gala

8. At least 14 days before the date of use, the Hirer shall send in the booking office for examination and approval a detailed swimming programme together with the provided layout plan of the swimming pool on which the Hirer should mark out in detail all life-saving arrangements.

9. Upon the receipt of the swimming programme and subject to the approval thereof, a formal approval letter will be sent to the Hirer when the programme is accepted.

10. The Hirer shall contact the officer-in-charge of the swimming pool at least three working days before the date of use to work out the life-saving arrangements for the events.

Spectator Stand

11. The spectator stand of the main pool may be used by Hirer during the period of hire.

12. The Hirer shall not impose admission charges except with prior written approval of LCSD.

13. If the Hirer admits general public to the swimming pool during the period of hire for viewing and participating in entertainment programmes, a public entertainment licence to be issued by the authority in accordance with section 162 of the Places of Public Entertainment Regulations, Cap. 172 should be obtained.

Security, Safety and Hygiene

14. The Hirer shall provide sufficient attendants and stewards to supervise and preserve the safety and orderly conduct of all persons in the swimming pool during the period of hire. The Hirer shall employ as many police officers for the control of the swimming pool and its precinct as the Commissioner of Police requires if spectators are admitted.

15. The Hirer shall be responsible for the conduct and safety of swimmers under their instructions. Hirer must ensure that their swimmers leave the pool complex immediately after the hired period. Should any one of the swimmers stay and use the pool facility after the hired period, the Hirer has implicitly violated the terms and conditions of use.

16. The Hirer must ensure that their swimmers use only the hired facilities. Should any one of their swimmers use swimming areas other than the hired facilities, the Hirer has implicitly violated the terms and conditions of use.

17. The Hirer during use shall be responsible for the discipline of his/her members. The swimmers who attend training courses should wear caps or any identifier as agreed between the pool management and the Hirer for easy identification. Should any one of their swimmers fail to wear the agreed identifier, the instructor must provide a spare identifier for the swimmer concerned, otherwise the Hirer has implicitly violated the terms and conditions of use.

18. If circumstances require to exclude members of the public from the swimming pool complex, two LCSD lifeguards will be on duty in the swimming pool complex to deal with emergency situations. In addition, the coach/instructor of the Hirer with recognizable coaching qualifications shall be the holder of a valid life-saving qualification. He/she shall be responsible for the safety and discipline of the trainees.

19. Outdoor shoes and socks are not allowed on the pool deck area. Hirers must ensure that their members do not enter the pool deck area with outdoor shoes. However, the officer-in-charge of the swimming pool under special circumstances may permit a limited number of persons to enter the pool deck area with their outdoor shoes but on the condition that such persons must wear shoe cap to cover their outdoor shoes before entering the area surrounding the swimming pool. In any event, the Hirer should seek approval from the officer-in-charge of the relevant swimming pool 14 days before the date of the

ceremony.

20. Non-swimmers and novices are not allowed to participate in any event in the main pool at depth exceeding 1.5 metres.
21. Training classes for novices and non-swimmers are not allowed to be conducted at a water level higher than the learners' breast height and in any case not deeper than 1.2m in the secondary pool.
22. The Hirer shall not permit the sale of food, drink, refreshments in the swimming pool complex during the period of hire.
23. The Hirer shall not make any alteration to the structure of the swimming pool and should not erect any temporary structure without first obtaining the written prior approval of LCSD.
24. The Hirer shall pay to LCSD the cost of making good any damage caused to the swimming pool, or any equipment, fixtures, fittings, furniture or other property therein during the period of hire.
25. The Hirer shall at all times ensure unimpeded access to the swimming pools by staff of LCSD and shall comply with all directions and instructions given by the pool management including those displayed at the swimming pool.

Vacating Premises

26. The Hirer shall vacate the swimming pool at the end of period of hire. If he/she fails to do so, LCSD may impose additional hire charges at the current rates specified in respect of any session or part or any session the Hirer occupies the swimming pool after the period originally hired.

Liability

27. (a) The LCSD and its employees or agents shall not be under any liability whatsoever for or in respect of :
 - (i) any loss of or damage to any of the Hirer's property or that of its employees or agents however caused (whether by any negligence of LCSD or any of its employees or agents or otherwise).
 - (ii) any injury to or death of any of the Hirer's employees or agents save and except any such injury or death caused by the negligence of LCSD or any of its employees or agents.
- (b) The Hirer shall indemnify LCSD and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by LCSD or any of its employees or agents in respect of : -
 - (i) any loss, damage, injury or death referred to in sub-clause (a) of this clause (save and except injury or death caused by the negligence of LCSD or any of its employees or agents).
 - (ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any negligence of the Hirer or any of its employees or agents.

- (c) The Hirer shall indemnify LCSD against any loss of or damage to any property of LCSD or of any of its employees or agents or any injury to any employee or agent of LCSD arising out of the negligence of the Hirer or any of its employees, sub-contractors or agents.
- (d) In the event of any of the Hirer's employees or agents suffering any injury or death in the course of or arising out of this hire whether there be a claim for compensation or not, the Hirer shall within 7 clear working days give notice in writing of such injury or death to LCSD.
- (e) For the purposes of this clause "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.
- (f) The Hirer shall immediately report to the duty officer-in-charge any accident occurring at the swimming pool during the period of hire.

Admission

28. The Hirer using the swimming pool for training and examination purposes will be admitted 15 minutes before the hiring time subject to the production of proof of identity as well as the approval letter, and no interference with the operation of the pool. If the Hirer fails to take up the swimming pool facilities within 15 minutes of the booked time, the management will have the right to release them immediately to the public for use without giving prior notice to the Hirer and no refund of the hire charges will be given to the Hirer. The approval letter is not transferable.

29. The Hirer shall abide by the Public Swimming Pools Regulation, Cap 132 (the Regulation).

30. The LCSD reserves the right to cancel the booking without prior notice to the Hirer and also to restrict the number of swimmers and/or spectators entering the swimming pool precinct or to refuse entry to swimmers upon health grounds and/or impose further conditions for use of the swimming pool.

31. The capacity of the pools/lanes for blocking bookings are as follows :

<u>Facilities (per hour)</u>	<u>Capacity</u>	
	<u>Upper Limit</u>	<u>Lower Limit</u>
50-metre pool	to be agreed	N.A.
Diving pool	40 (when used for purpose other than springboard/highboard diving)	N.A.
Teaching/Training Pool	50	N.A.
25-metre pool lane	12	4
50-metre pool lane	25	6
Children pool at Kowloon Tsai Swimming Pool (½ pool)	50	N.A.

32. The number of swimmers using the water area of the hired facilities should fall within the upper and lower limit of that facility, where applicable. Should the Hirer fail to give a reason acceptable to LCSD when the total number of swimmers falls below the lower limit of the hired facility, the management reserves the right to release the hired facility immediately to the public for use without giving prior notice to the Hirer and no refund of hire charge will be given to the Hirer.

Violation of Terms and Condition of Hire or the Public Swimming Pools Regulation

33. The Hirer should observe the terms and condition of hire and abide by the Regulation. If the Hirer fails to observe the terms and conditions or violate any provisions in the Regulation, the booking priority that the Hirer entitles to will be suspended for the next school year for schools and 3 months for other organisations. LCSD reserves the right to refuse the Hirer from using the facility or cancel the confirmed bookings. No refund of hire charges will be made if the refusal for use of facilities or cancellation of booking is caused by failure of Hirer to abide by the terms and condition of use or violation of any provisions in the Regulation.

Hire Charges

34. Hire charges for use of swimming pool facilities are detailed at Annex B.

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