

COOMALIE COMMUNITY GOVERNMENT COUNCIL

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Batchelor Swimming Pool — Pool Hire Agreement Schools

Name of Hirer			
ACN/ABN (if applicable)			
Postal Address			
Contact Person			
Contact Number			
Email			
Hire Date(s)			
Start Time		Finish Time	
Number Attending	Approx.		

TERMS & CONDITIONS

Grant of Hire

In consideration for the Hirer fulfilling its undertakings within this agreement, the Council hires the Pool Grounds to the Hirer for the Period of Hire and the Hirer agrees to take the Pool Grounds on hire for that period.

Hirer's Obligations

1. Responsible person

The Hirer must advise Council in writing of any change to the Responsible Person including the contact details for the Responsible Person.

2. Adequate Supervision

The Hirer must advise Council in writing (see Appendix B) who will be the supervising adult for all lessons. The supervisor must hold, as a minimum, a valid Pool Lifeguard (SISSS00111) and Level II First Aid Certificates (HLTAID003). The supervising adult must always remain within the pool grounds and cannot enter the water (unless to perform a rescue).

Council reserves the right to deny a suggested supervisor at any time, should Council exercise this right, the Hirer will be required to find an adequately qualified person to take over this role.

Should you wish to arrange one of our staff to be in attendance during your scheduled programs, please advise and a quote for services will be prepared.

3. Hire Fees

Council will notify the Hirer of the entrance fee charged. Council may choose to either:

- a) require the Hirer to pay to Council, prior to the Event; or

- b) invoice the Hirer direct - in which case the Hirer must pay the invoice within 7 days after receipt of the invoice.

4. Reasonable directions

The Hirer must comply with all reasonable directions of the Council, its members, agents, and employees during the Period of Hire.

5. Rubbish and debris

The Hirer must ensure that at all times during the Period of Hire the area of the Pool Grounds used by the Hirer is maintained in a clean and tidy condition and the Hirer shall not leave any debris or rubbish in any part of the Pool Grounds.

6. Structural alterations

The Hirer must not:

- a) alter, damage, or add to the Pool Grounds.
- b) make any attachment to the walls or floors of the Pool Grounds; or
- c) add any fittings or fixtures to the Pool Grounds.

7. Pool gates

The Hirer must ensure the pool gate is always closed during the Period of Hire to prevent access to the Pool Grounds by any person(s) not invited into the Pool Grounds by the Hirer. Should the gate need to be open for any period of time, a designated person will man the gate to ensure access by those permitted. This includes during setup and pack up from an event. Further, the Hirer must ensure that if the Period of Hire is outside the Operation Hours that the Pool Grounds are left secured at the conclusion of the Period of Hire.

8. Pool rules

The Hirer must ensure that all persons invited into the Pool Grounds by the Hirer observe the Pool Rules set out at **Annexure A** of this agreement.

9. Emergency, accident, injury, or illness

If an emergency, accident, injury or illness occurs during the Period of Hire then Council will administer any necessary First Aid treatment deemed appropriate by the qualified staff member on duty. For any emergency, accident, injury, or illness requiring extensive first aid / treatment and/or medical attention they will contact the Batchelor Health Clinic located at Pinaroo Crescent Batchelor (08) 8976 0011 or dial "000".

For any incident on Pool Grounds, the staff members will complete a Council Incident Report Form with as much detail as possible.

10. Medical Conditions of Attendees

Should any of the Hirer's Guest have severe medical conditions that require specific management of any condition, this information must be provided prior to booking where available, or on the day of booking.

Acceptance of Risks, Acknowledgement and Undertaking

11. Entry

The Pool Supervisor may refuse entry to any person deemed unsuitable to enter the Pool Grounds at the Pool Supervisor's absolute discretion.

12. Refusal of Entry, or Termination of Entry Rights

The Pool Lifeguard may at their discretion deem a person, or persons, unsuitable to remain on the premises. In doing so, the person(s) must leave the grounds immediately, failure to do so will force the Lifeguard to call the Police to assist in the situation. Person(s) may be added to the 'Banned Register' depending on the infringement.

13. Training and/or Instruction

The Hirer accepts that Council staff are not responsible for providing training and/or instruction services to the Hirer, unless specifically undertaken to do so, i.e. swimming instruction by qualified instructors.

14. Insurance

The Hirer acknowledges that it is not covered by any insurance taken out by Council. A copy of the Hirers (in the case of a business) Public Liability Insurance must be provided prior to the Hire date.

15. Risk and Liability

The Hirer accepts that use of the Pool Grounds is at its own risk and the Hirer acknowledges and accepts responsibility and liability for all persons invited (or otherwise allowed entry) by the Hirer to enter and use the Pool Grounds pursuant to this agreement.

16. Ambulance

The Hirer acknowledges that in the event of an accident or injury to any person invited by the Hirer to use the Pool Grounds during the Period of Hire the Council will not cover ambulance transportation.

17. Emergency Evacuation

In the event of an emergency, you are always required to follow the instructions of Council staff. This includes the need to evacuate as well as the evacuation and emergency assembly points as specified by Council staff. It is the responsibility of the Hirer to ensure that at the time of the emergency, all persons in the Pool Grounds as the Hirer's guests are accounted for and escorted from the Pool Grounds.

If there is an emergency that requires assistance from Fire, Police, Ambulance, please dial "000" to report the emergency.

18. Indemnity

The Hirer agrees to indemnify and hold harmless the Council from and against all damages, losses, costs, charges, expenses, actions, claims and demands of any nature whatsoever (including but not limited to any legal costs and disbursements on a solicitor/own client basis), which may be incurred or made against the Council by any person invited by the Hirer to enter the Pool Grounds or any person otherwise allowed entry into the Pool Grounds by the Hirer, for any injury to person or property (including death) which such persons may suffer, sustain or incur when using or entering the Pool Grounds, except to the extent caused by the wilful or negligent act or omission of Council or its employees, agents and contractors.

19. Public Liability Insurance

Should the hirer be other than a personal hire agreement, a copy of your Public Liability insurance policy is required when lodging this hire form. Cover is to exceed \$10,000,00 and must cover the period of this booking.

20. Variation and Termination

The Hirer acknowledges that Council may vary the terms of this agreement at Council's absolute discretion. The Council may terminate this agreement on 7 days' notice.

Signed on behalf of the Hirer

Signature

Name

Date

APPENDIX A

POOL RULES

1. No alcohol permitted in the Pool Grounds
2. No glass to be taken into Pool Grounds
3. No running, pushing, bombing or inconsiderate behavior.
4. No diving or pushing in or near shallow end of pool and wading pool.
5. No animals allowed in the Pool Grounds
6. All children under 10 years of age must be actively supervised by a person who is over 16 years old and is a competent swimmer.
7. Children under the age of 5 years must be within arm's reach of a supervising person over the age of 16 years.
8. Appropriate clean swim wear to be worn in the pool.
9. Pool users must shower before entering the pool.
10. Security of valuables is a personal responsibility.
11. No hard ball games to be played in the Pool Grounds
12. No Chewing Gum

APPENDIX B**LIST OF DESIGNATED POOL SUPERVISORS**

Name	Qualification	Expiry Date

Notes to the above:

- Batchelor Swimming Pool Aquatic Supervision Risk Assessment has been completed and approved on a Lifeguard to Bather ratio of 1:70 for general swimming purposes.
- For the purposes of the Risk Assessment, anyone within the facility is classed as a Bather.
- Therefore, if there is 71 Bathers within the facility, you are required to have 2 qualified pool supervisors in attendance at all times.
- A copy of all certificates must accompany this Hire Agreement
- Any change in people listed above must be approved by Council prior to the Period of Hire commencing.