



Swimming Pool User Agreement

Parties

GILGANDRA SHIRE COUNCIL

ABN Number 47 979 060 715

15 WARREN ROAD

GILGANDRA NSW 2827

And

Name of School/Club/Business: _____

ABN Number: _____

Address: _____

Dated: _____

Introduction

- 1.1 Gilgandra Shire Council is the owner and operator for the swimming pool complex known as Gilgandra Swimming Pool and is situated at Castlereagh Street, Gilgandra
- 1.2 The user wishes to use the Pool.
- 1.3 Gilgandra Shire Council has consented to the user using the pool on the following terms and conditions specified to the users members (staff/ pupils) and activities.
- 1.4 Included user times and pool space during the stated times. (Appendix A & B),
- 1.5 Specified Council staff authorised to give directions

User/ Hirer Warrants

The user warrants to Council that all certificates, registrations and accreditations claimed as being held by the user/ hirer which relate to any swimming, diving or other water based activities, are valid, held and current and will remain so throughout the term of this agreement, and any extensions thereof. The user/ hirer acknowledge any breach of this warranty is a breach of the fundamental terms of this agreement, such a breach will allow Council to terminate this Agreement without notice.

Responsible and Contact Person

The user/ hirer shall nominate in writing to Councils "Responsible Person(s)" who will be assigned to ensure that the terms and conditions of this agreement are adhered to.

For the purpose of administering this agreement, the user/ hirer shall nominate in writing to the Council a person(s) able to be contacted at all times by Council, together with all reasonable contact details requested. The user/ hirer shall be entitled to vary those nominated or their details from time to time by further notice.

For the purpose of this agreement the contact person for Council shall be the Pool Manager in most cases and, in the event that the Pool Manager is unavailable, the Director Community Services will be contactable.

Insurances and Indemnities

The user/ hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Public Risk Insurance (with an authorised Underwriter) with respect to the Gilgandra Swimming Pool and the activities carried out at the pool for a minimum amount of \$20 million. The user/ hirer shall deliver to Council on demand a copy of the relevant policy and a current certificate of insurance. The user/ hirer unconditionally releases Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the user/ hirer or any of the user/ hirer's agents. The user/ hirer agrees not to sue or make any claim or demand against council in respect to matters covered by this release.

- 4.2 The user/ hirer indemnifies Gilgandra Shire Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect to:
 - 4.2.1 Loss of, or damage to property of Council; or
 - 4.2.2 Personal injury (including death) or illness to any person or loss of/ loss of use of, or damage to any property,

4.2.3 Resulting from or by reason of anything done or omitted to be done by the user/ hirer arising out of the user/ hirer's activities undertaken at or near the pool.

- 4.3 The user/ hirers' liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

User Obligations (Pool Rules) – the user shall:

- 5.1 Ensure the terms and conditions of this agreement has been made known to all persons, and where required their parents/ guardian/ hirer/ responsible persons prior to entering the pool complex.
- 5.1.1 Ensure that all persons swimming at the pool during the time of the User's use under this agreement, pay the usual entrance fee charged by Council to patrons.
- 5.1.2 Not erect any structure or permanent fixture at the pool without the written consent of Council.
- 5.2 Not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines
- 5.3 Persons enter the pool complex at their own risk.
- 5.4 Ensure that all persons using the pool do so in an orderly and well behaved manner including; No running, No jumping, No bombing, No alcohol/ drugs, No smoking, No glass, No food or drink in the pool, No animals are permitted in the pool complex and swimming in suitable swimming attire. Follow all the rules of the pool displayed.
- 5.5 Disciplinary Code will apply to users not adhering to the code of conduct displayed.
- 5.6 Remove, or cause to be removed, any persons from the pool whose behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property who is affected by alcohol or drugs.
- 5.7 Keep the pool including all grounds and surrounds and other parts of the pool of which the User has use under this agreement, clean and tidy and shall not place, leave or permit to be placed or left any debris or rubbish in any part of the pool complex.
- 5.8 Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate at or near the pool.
- 5.9 Ensure after each use, the pool is appropriately and adequately secured and that all security devices installed are properly engaged unless the pool is scheduled to remain open to the public.
- 5.10 Upon demand, in writing from Council return all keys held by or on behalf of the User to Council.
- 5.11 Comply with all reasonable directions of authorised Council staff in its use of the pool.
- 5.12 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.13 Children must be accompanied by an adult. Responsibility for behaviour and safety of children is that of parents/ supervisors or carers in attendance.

The User, Hirer, Responsible Persons acknowledge and understands the following:

- 6.1 The pool may not provide any lifeguard services at the time of the intended use by the hirer.
- 6.2 Lifeguard staff that may be present within the Pool complex are not able to provide training, instructions or supervision of persons brought in to the pool by the Responsible Person;
- 6.3 Responsibility for the supervision and care of persons brought into the pool by the responsible persons rests with that person(s)
- 6.4 It is the responsibility of the User/ responsible person to obtain information regarding the skills of the persons it brings into the pool and to instruct/ supervise those persons according to their skill set.
- 6.5 Obtaining and maintaining any permissions or consents required for the use of the pool by persons to be brought in to the pool by the responsible persons, is the responsibility of the hirer and/or responsible persons.
- 6.6 Use of the pool is subject to a number of risks, including drowning and the responsibility for supervision and instruction of persons brought in to the pool by the hirer/ responsible persons of those risks rests with the hirer and/or responsible persons.
- 6.7 Responsibility for administering first aid in the event of an emergency rests with the hirer and/or responsible persons, though lifeguard assistance will be provided, where available.
- 6.8 First aid equipment is located within the pool complex. It is the responsibility of the hirer and/or responsible persons to ensure they identify the location of that equipment upon entry to the complex.
- 6.9 The pool terms and conditions of entry may be amended or added to from time to time and any alterations to such will be displayed at the entry point of the pool.
- 6.10 Unless hired exclusively, the pool complex may be utilised by other members of the public at the time as the hirer.
- 6.11 Private use of the pool complex or use of Gilgandra Shire Council employed Lifeguards may incur a cost which is to be paid prior to use by hiring organisation or group.
- 6.12 Hirer is to comply with NSW Health and NSW Government enforced restrictions and guidelines. This may require hirer to supply relevant documentation to Gilgandra Shire Council prior to use.

Emergency Procedures

- 7.1 Gilgandra Shire Council Pool emergency procedures will be demonstrated to the user/hirer at the time of induction to the pool.

Executed as an Agreement

Executed for and on behalf of

Name of User/hirer: _____

ABN _____

In accordance with Section 127(1) of the Corporations Act 2001.

Signature of Hirer

Signature of Witness

Date

Name of Hirer

Name of Witness

Date

Executed for and on behalf of **Gilgandra Shire Council**

By a duly authorised officer in the presence of

Signature of Authorised Officer

Signature of Witness

Date

Name of Authorised Officer

Name of Witness

Date

Appendix A

Times

Times are allocated at the discretion of the pool manager/attendant and will depend on such factors as:

Public use has preference in times of high ambient temperature,
 Bookings for shared use of the pool approved by the Pool Manager from time to time,
 Allocation of pool to others from time to time for activities which may require exclusive use of the pool
 and as approved by the Pool Manager.

However, subject to the above conditions, allocated times are detailed in the below table

(Example)

Table 1 : Times Allocated	Exclusive use of Pool/lane	Shared use of Pool/Lanes
Monday to Thursday	4:30am - 5:30am (By prior arrangement)	4:00pm - 5:00pm 7:00pm - 8:00pm

Please specify your preference below:

Space allocation will be at the discretion of the pool attendant, or in the absence of a pool attendant, and in accordance with the provisions of this agreement, space allocation will be in accordance with Table 2.

Group	Preferred day/date	Preferred time
Infants/primary etc		

Please note: a minimum of 24 hours' notice should be given to the Pool Manager/staff prior to any change of preference and/or cancellation of use.

Appendix B

Hire Request

Business/ School _____

Contact Person _____

Contact Number _____

Preferred Email _____

Date/s _____

Time _____

Space **Exclusive Use/shared use (please circle one)**

Estimated Total of Participants and officials _____

Estimated total of spectators _____

Any special requirements to be agreed by Council and the Pool Manager (e.g. banners to be erected, car access to site to drop off equipment etc.)

(Requested by)

Name: _____

Signature _____

Date _____

Appendix C

Hire Request Checklist (Please Tick)

- Gilgandra Shire Council Swimming Pool Agreement has been read, understood and signed by the Hirer
- Hirer has provided a list of preferred dates and times of use
- Hirer has attached copies of relevant Insurance policy and a current certificate of insurance
- Hirer has been made aware of NSW Health & NSW Government enforced restrictions and guidelines & has provided relevant documentation (If Applicable)
- Hirer is aware of any fees and charges which may be payable prior to use (Receipt Number:)

Please be aware DATES & TIMES listed within hirer's pool user agreement are a REQUEST and are subject to approval by the Pool Manager.

Dates and times of use are to be confirmed prior to hirers use by Pool Manager.

Responsible Officer	Director Community Services		
Date Created:	May 2019	Version:	1.0
Review Date	Version	Comments	
07/09/2021	1.2		

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