



**Gunnedah**Shire

## Swimming Pool Agreement

Between

**Gunnedah Shire Council**

ABN 80 183 655 793

63 Elgin Street, Gunnedah NSW 2380

AND

USER/HIRER NAME

---

ABN NUMBER

---

CONTACT DETAILS

---

ADDRESS

---

DATE

---

### *Disclaimer*

*The information provided by Gunnedah Shire Council in the associated document for Swimming Pool Guidance Note 07.04 is of a general nature. It is provided solely on the basis that users will be responsible for making their own assessment of it having regard to their own circumstances, needs and requirements.*

*While Gunnedah Shire Council makes every effort to provide up-to-date information and guidance for your use, no user should act on the basis of the information in this guidance note without first seeking specific, independent professional advice.*

*Gunnedah Shire Council expressly disclaims any liability associated with, or arising from, the use or incorporation of the information provided in the associated documents for Swimming Pool Guidance Note 07.04.*

## **Recitals:**

Gunnedah Shire Council (Council) is the owner and operator of the swimming pool complex known as Gunnedah Memorial Pool Complex (the Pool) and is situated on Anzac Parade Gunnedah.

The user/hirer wishes to hire the pool or part of the pool on specific dates and times.

Council has consented to the user/hirer using the Pool on the following terms and conditions specified to the user/hirer's members (staff/ pupils) and activities.

It is agreed that:

### **1. Pool use and bookings**

- 1.1 This Agreement operates for the period stated in Appendix A and/or B, or until terminated by either party in accordance with Schedule 9.
- 1.2 Priority for lane allocations will be given to not for profit community groups and public lap swimmers. Commercial users can request lane allocations and shared space, however, this will not always be possible during peak usage times.
- 1.3 The User is entitled to use the pool space/lanes agreed upon in this booking. If a signed copy (by Council) of this agreement has not been issued to the User, then the booking does not stand.
- 1.4 For the purposes of this Agreement, User includes all staff and invitees of the User.
- 1.5 The Pool Supervisor or delegated staff may need to alter the allocation of the area booked from time to time.
- 1.6 If the User wants to use any area within the Pool Complex, the User must make a Booking Request, using this Agreement, to the Council's Pool Supervisor.

### **2. User Warranties**

- 2.1 The user/hirer 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, submitted and held current and will remain so throughout the term of this Agreement, and any extensions thereof.
- 2.2 The user/hirer acknowledges any breach of this warranty is a breach of the fundamental terms of this Agreement and such a breach will allow Council to terminate this Agreement without notice.

### **3. Responsible and Contact Person**

- 3.1 For the purpose of administering this Agreement, the user/hirer shall nominate in writing to the Gunnedah Shire Council a person(s) able to be contacted at all times by Council, together with all reasonable contact details requested by Council. The user/hirer shall be entitled to vary those nominated or their details from time to time by further notice.
- 3.2 For the purpose of this Agreement the contact person for Council shall be the Pool Supervisor, in the event that the Supervisor is unavailable, delegated staff will be contactable.

### **4. Insurances**

- 4.1 The User 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 Liability Insurance (with an authorised Underwriter) with respect to the Pool and the proposed activities to be undertaken by the User at the Pool for a minimum amount of \$20,000,000.
- 4.2 The policy of insurance shall name the Council as an interested party, as owner of the Pool.
- 4.3 Copies of all insurances/accreditation/certifications/qualifications of the organisation and all persons working under this Agreement must be provided to Council prior to use, covering all activities being undertaken.

### **5. Indemnities**

- 5.1 The User 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 or any of the User's agents in relation to its use of the Pool.
- 5.2 The User indemnifies the 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:
  - a) Loss of, or damage to property belonging to the Council; or
  - b) Personal injury (including death) or illness to any person or loss of, or damage to any property or any person;

- c) Resulting from or by reason of anything done or omitted to be done by the User arising out of the User's activities undertaken at the Pool  
except to the extent that any of the above are caused or contributed to by the negligent or wilful act or omission of the Council, its employees, or agents.

## **6. User Obligations**

- 6.1 The User must ensure that all staff and agents of the User are aware of their obligations under this Agreement, prior to any use of the Pool by the User.
- 6.2 Ensure that all qualifications required by teachers, instructors, supervisors, coaches and assistants for the safe delivery of the User's activity have been inspected and are current for the term of this agreement. Which qualifications are relevant, will be determined by the industry body.
- 6.3 **Child Protection**
- a) The User must be aware of, and warrants that its employees and volunteers are aware of the requirements of, the *Children and Young Persons (Care and Protection) Act 1998* and all other legislation relating to child protection.
- b) The User will ensure that all employees and volunteers, who may have direct contact with children and young people in connection with the carrying out of obligations under this Agreement, comply with the requirements of the Child Protection Legislation.
- c) Employees of the User who may have direct contact with children and young people must certify that they are not a prohibited person under any Child Protection Legislation and the User will make arrangements for its employees and volunteers to undergo any screening under Child Protection Legislation reasonably required by Council.
- 6.4 The User must ensure that all students, members and invitees of the Users, are aware that they are required to pay the relevant Pool entry fee.
- 6.5 The User must not erect any structure or permanent fixture at the Pool, including the car parks without the written consent of Council.
- 6.6 The User must not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines.
- 6.7 Members, staff and agents of the User enter the Pool Complex at their own risk.
- 6.8 Ensure that all persons using the Pool do so in suitable swimming attire when swimming, and in an orderly and well behaved manner, namely:-
- a) No running,  
b) No jumping,  
c) No bombing  
d) No alcohol/drugs,  
e) No smoking  
f) No glass  
g) No food or drink in the pool  
h) No animals
- 6.9 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, to ensure zero tolerance.
- 6.10 Keep the Pool Complex, including all grounds and surrounds and other parts of the Pool of which the User/Hirer 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.
- 6.11 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.
- 6.12 Comply with all directions of authorised Council staff in its use of the Pool.
- 6.13 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 6.14 Children must be accompanied by an adult. The immediate responsibility for behaviour and safety of children is that of the User and the parents/supervisors or carers of those children.
- 6.15 The User must not sell any merchandise onsite without the prior written consent from Council.

## **7. Council's obligations**

- 7.1 In the event that the Pool Rules are amended by Council at any time after the date of this Agreement, the Council must provide a copy of the new rules to the User's Responsible and Contact Person.
- 7.2 The Council must ensure that, at all times that the User is using the Pool there is at least one suitably qualified lifeguard on duty.
- 7.3 Council must keep and maintain first aid equipment in good working order and first aid kits fully stocked at all times during the term of this Agreement.

- 7.4 The Council must enforce compliance by all other users of the Pool, of the Pool Rules and all applicable regulations relating to use and safety for swimming pools
- 7.5 At all times, the Council must ensure that:
- a) Each pool is cleaned and maintained in accordance with all applicable standards and/or regulations to ensure the health and safety of the User during any period of use of the Pool.
  - b) In the event that the Area cannot be used for health and safety reasons, including but not limited to, inadequate chlorine levels, contamination of any sort, Council must notify the User as soon as practical.
  - c) All surrounding areas of the Pool, including change rooms and toilets and any other facilities at the Pool are kept clean and tidy.
- 7.6 The Council must conduct an induction program for the User's Responsible and Contact Person and all other staff of the User who will be responsible for supervising students and other invitees of the User prior to the User using the pool. During the induction, the Council must ensure that the emergency procedures are explained and location of first aid and other safety equipment is pointed out to the user.

## **8. User Acknowledgements**

- 8.1 The User is responsible for the supervision and care of persons brought into the Pool by the User.
- 8.2 It is the Responsibility of the User to obtain information regarding the skills of the persons it brings into the Pool and to instruct/supervise those persons according to their skill level.
- 8.3 Use of the Pool is subject to a number of risks, including risk of injury and drowning. The User is responsible for ensuring that there is adequate supervision and instruction of persons brought in to the Pool to protect against those risks.
- 8.4 While the Council will engage suitably qualified first aid and lifeguard personnel at the Pool, in the event of an emergency, the User is responsible for bringing such a situation to the attention of the Emergency Personnel and providing all necessary assistance to them as reasonably required.
- 8.5 Lifeguard staff that may be present are not able to provide training, instructions or direct supervision of persons brought in to the Pool by the User.
- 8.6 Unless hire exclusively, the Pool and other facilities at the Pool may be utilised by other users and members of the public at the same time as the User.
- 8.7 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 Gunnedah Memorial Pool Complex.
- 8.8 A minimum of six (6) persons are to occupy a lane space before another lane will be considered otherwise the lane space may revert back to Public use.
- 8.9 A maximum of three (3) lanes only can be booked at any one time in the indoor/outdoor pool unless special circumstances or the full hire of the indoor or outdoor pool has been approved.
- 8.10 Bookings will be taken in half hour increments at a minimum. I.e. 10.00am to 10.30am.
- 8.11 This agreement is to be renewed quarterly and must be approved by the Pool Supervisor in advance of commencement.
- 8.12 Within the pool complex, if the user/hirer and/or their staff/associates/volunteers are disruptive, abusive, intimidating and/or argumentative with patrons and/or pool staff or don't take a direction from pool staff the user/hirer and their staff/associates/volunteers will considered to be in breach of this Agreement and it will be terminated.
- 8.13 Lane hire and/or pool space agreed to on this facility booking must be adhered to at all times.
- 8.14 Users/hirers will be invoiced as per this agreement. Charges will apply for all cancellations unless due to unforeseen circumstances.

## **9. Default and termination**

- 9.1 Default
- a) If either party is in breach of any provision of this Agreement, the other party may serve written notice on the defaulting party, that states:
    - i) The nature of the breach;
    - ii) What the defaulting party is required to do to remedy the breach;
    - iii) That the defaulting party has a period of not less than 10 Business Days to remedy the default; and
    - iv) The action proposed to be taken by the other party if the defaulting party fails to comply with the Default Notice.
- 9.2 Termination
- a) Either party may terminated this Agreement on 30 days notice by serving a written notice on the other. In this regard, the parties agree that they are:
    - i) Not required to provide reasons for termination of this Agreement pursuant to this clause 9.2 (a); or

- ii) Not precluded from entering into another agreement for the User’s use of the Pool following termination pursuant to this clause 9.2 (a).
- iii) If either party fails to comply with a Default Notice, the party who served the Default Notice may serve a Termination Notice terminating this Agreement.
- b) Termination of this agreement excludes further use of the Gunnedah Memorial Pool Complex until such time as another agreement can be reached.

**10. Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

**11. Entire Understanding**

This agreement:

- a) Is the entire agreement and understanding between the parties on everything connected with the subject matter of the Agreement (subject to any amendments to the Pool Rules or requirements from Royal Life Saving Society of Australia, such amendments are deemed to be incorporated into this Agreement);
- b) Supersedes any prior agreement or understanding between the parties on anything connected with that subject matter.

**EXECUTED AS AN AGREEMENT**

Dated this \_\_\_\_\_ date of \_\_\_\_\_

SIGNED for and on behalf of ;  
 In accordance with Section 127(1) of the  
 Corporations Act 2001:

SIGNED for and on behalf of **Gunnedah Shire Council:**

\_\_\_\_\_  
 First Signatory

\_\_\_\_\_  
 First Signatory

\_\_\_\_\_  
 Print Name Date

\_\_\_\_\_  
 Print Name Date

\_\_\_\_\_  
 Office Held

\_\_\_\_\_  
 Office Held

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Print Name Date

\_\_\_\_\_  
 Print Name Date



## Swimming Pool Complex Times

Times are allocated at the discretion of the Gunnedah Memorial Pool Complex Supervisor and will depend on such factors as:

- Public lanes and space must be available to the public at all times.
- 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 Supervisor.

To assist with the above conditions please provide your requested date and times and how many lanes you require. Please note that the pool operating hours are as below.

<b>Outdoor Pool – 50 metre</b>	9am to 8.00pm (In Season)
<b>Indoor Pool – 25 metre</b>	5.30am to 8.00pm (Monday to Friday) 5.30am to 7.00pm (Saturday Only) 9.00am to 7.00pm (Sunday Only)

### Space

Space allocation will be at the discretion of the Pool Supervisor, and in accordance with the provisions of this agreement.

#### Indoor Pool – 25 metre

Lane Allocated	Date	Time	Exclusive Use (Y/N)	Shared Use (Y/N)
Lane 1				
Lane 2				
Lane 3				
Lane 4				
Lane 5				
Lane 6				

#### Outdoor Pool – 50 metre

Lane Allocated	Date	Time	Exclusive Use (Y/N)	Shared Use (Y/N)
Lane 1				
Lane 2				
Lane 3				
Lane 4				
Lane 5				
Lane 6				
Lane 7				
Lane 8				

**Note:** Additional information can be attached if there is insufficient room. Users/hirers to be considerate of the next hirer/user and adhere strictly to booking times.



## Swimming Pool Complex Hire Request

<b>BUSINESS/SCHOOL</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT NUMBER</b>	
<b>25m or 50m POOL</b>	
<b>TIME</b>	
<b>DATE</b>	

<b>ESTIMATED TOTAL OF PARTICIPANTS AND OFFICIALS</b>	
<b>ESTIMATED TOTAL OF SPECTATORS</b>	

<b>SPECIAL REQUIREMENTS</b> (eg banners to be erected, car access to site to drop off equipment, etc)

<b>NAME OF PERSON MAKING REQUEST</b>	
<b>SIGNATURE OF PERSON MAKING REQUEST</b>	
<b>DATE</b>	