

PUBLIC SWIMMING POOL - BOOKING FORM AND HIRER AGREEMENT

Public swimming pools are available for hire – Please tick applicable facility

☐ Adelong ☐ Batlow ☐ Khancoban ☐ Tumbarumba ☐ Tumut

BOOKING PROCEDURE to be completed by Hirer/Sporting Group

Please submit your completed form to pools@svc.nsw.gov.au

HIRER INFORMATION to be completed by Hirer/Sporting Group

Name/Organisation/Group:	
ABN:	
Contact Name	
Position:	
Email Address	
Phone	
Postal Address	

INSURANCE to be completed by Hirer/Sporting Group

Name of Insurer:	
Amount Insured:	
Expiry Date:	
☐ I have attached a copy of the Public Liability Policy (<i>\$20,000,000 minimum</i>)	

POOL INFORMATION to be completed by Hirer/Sporting Group		
Activity Description:		
Date Required	Start Time	Finish Time
Pool Required:		
☐ Main Pool	☐ Deep	☐ Medium
☐ Shallow	☐ Lane	
Approximately Number of Participants:		Approximate Number of Spectators:

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

Times

Times are allocated at the discretion of the Pool Supervisor 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 Supervisor 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.

CHECKLIST – Have you?

- ☐ Completed all the areas of this booking form?
- ☐ Have you attached a copy of your Public Liability Insurance?
- ☐ Have you read and signed the attached Public Swimming Pools Hirer Agreement – this is attached to the end of this form?
- ☐ Attach Lifeguard Certificate(s)

RETURN TO

Please return your completed form via email: pools@svc.nsw.gov.au

Please return your completed form in person:

Tumbarumba Customer Service – Cnr Bridge and Winton Street, TUMBARUMBA
Tumut Customer Service – 76 Capper Street, TUMUT

Please return your completed form via mail:

Snowy Valleys Council – 76 Capper Street, TUMUT NSW 2720

OFFICE USE ONLY

Staff: _____

ECM Doc ID: _____

☐ Completed Hirer Agreement

☐ Associated Documents

PRIVACY STATEMENT

Snowy Valleys Council (council) is collecting your personal information solely for the purpose of administering this application. Council will take all reasonable and appropriate steps to protect the privacy of individuals having regard to the requirements of the *Privacy and Personal Information Protection Act 1998* and the *Government Information (Public Access) Act 2009*. Council will not disclose your personal information to any person or body if it is not directly related to the purpose for which the information was collected. Questions concerning privacy or the use of your personal information may be referred to Council's Public Officer.



PUBLIC SWIMMING POOLS HIRER AGREEMENT

Definitions:

Council - Snowy Valleys Council and where the context permits, its employees, agents, contractors and advisors;

Hirer - The person/group stated as the other party entering into this Agreement.

Pool - Any of the Snowy Valleys Council's community swimming pools that are located at Adelong, Batlow, Tumut, Tumbarumba or Khancoban.

After Hours - A time when the pool is not usually open and outside of the hours between sunset and sunrise

Contact Person - For the purpose of this Agreement the contact person for the Council is the Snowy Valleys Pool Supervisor.

Introduction

- Council is the owner and operator of the Pool.
- The Hirer is a legal entity that is capable of entering into this Agreement in its own name.
- The Hirer wishes to use the Pool and has read and agreed to use the Pool on the terms and conditions contained in this Agreement.
- Council will consent to the Hirer using the Pool on that basis.

Hirer Right and Obligations

Except as otherwise provided for in this Agreement the Hirer can use the parts of the pool allocated to the Hirer for the Approved Purpose at the times specified on the Booking Form.

In consideration for using the pool the Hirer must pay Council the nominated fee stated in Council's Fees and Charges.

Hirer Warrants

The Hirer warrants to Council that all certificates, registrations, and accreditations claimed as being held by the Hirer which relate to any swimming, diving or other water-based activities are valid, held are current and will remain so throughout the term of this Agreement and any extensions. The Hirer

acknowledges any breach of this warranty is a breach of the fundamental terms of this Agreement, such a breach will allow Council to terminate the Agreement without notice.

Contact Person

Before accessing the Pool the Hirer must nominate in writing to the Council a "Contact Person(s)" who will ensure, on behalf of the Hirer that the terms and conditions of this Agreement are adhered to throughout the term.

The Contact Person must be able to be contacted at all times by the Council and provide all reasonable contact details requested by the Council before the Hirer accesses the Pool. The Hirer may vary the identity of the Contact Person or their contact details from time to time by further written notice to the Council.

Insurance and Indemnities

The Hirer must, at its own cost, effect and at all times during the term of this Agreement keep in full force a policy of Public Liability Insurance (with an authorised Underwriter) with respect to the Pool and the activities carried out by the Hirer at the Pool for a minimum amount of *\$20 million*. The relevant policy or policies shall name the Council as owner and any persons designated by Council as mortgagee or otherwise and the Hirer.

A copy of Public Liability Insurance is required to be attached to the Public Swimming Pool Booking Form

The Hirer agrees not to sue or make any claim or demand against the Council arising out of an act, default or omission of the Hirer or any of the Hirer's members or agents in connection with the Hirer's use of the pool premises or this Agreement, including:

- loss of, or damage to property of the Hirer, the Council or a third party;
- personal injury (including death) or illness to any person,
- consequential loss.

The Hirer indemnifies the Council from and against all claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) made against or incurred by the Council arising out of or in connection with the Hirer's use of the pool premises or this Agreement, however, this indemnity will not apply where the Council referred to in this Agreement has been negligent.

Conditions of Use

Hirer acknowledges and agrees that:

- Use of the pool is inherently dangerous and is subject to a number of risks, including drowning, and that you use the pool entirely at your own risk.
- There are no After-Hours pool supervision or lifeguard services provided;
- It is the Hirers' responsibility to ensure that you are aware of:

- Where first aid and emergency equipment and resources are stored and how to use that equipment and;
 - The procedure to follow in the event of an emergency, a copy of which is at the pool.
- The Council makes no representation or warranty that emergency assistance will be available or provided.
 - It is the responsibility of the Hirer 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.
 - Before allowing any person who is under 18 years of age or who has a disability or impairment to use the Pool. The Hirer will ensure that it has consent from that person's parent or guardian for that person to use the Pool.
 - The Hirer's supervisory staff, have responsibility for the safety, supervision and instruction of persons brought into the Pool by the Hirer;
 - Hirer ensure they have required number of qualified lifeguards and attached certificates. Contact your designated Pool Supervisor regarding the hiring of Council lifeguards.
 - It has primary responsibility for administering first aid in the event of an emergency. Rescue equipment is located within the Pool complex. It is the responsibility of the Hirer to ensure that its members and supervisory staff know where that equipment is stored and how to use it.
 - 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.
 - Unless hired exclusively, the Pool complex may be utilised by other members of the public at the same time as used by the Hirer.
 - Hirer acknowledges and agrees to familiarise themselves with, and comply with, the terms and conditions.

Hirer Obligations (Pool Rules)

The Hirer must ensure that all of the Hirer's members and agents and, for members under 18 years of age or who have a disability or impairment, their parents or guardian, know, understand and agree to the terms and conditions of this Agreement and these rules prior to entering the Pool complex including that they:

- must pay the usual entrance fee charged by Council to patrons of the Pool or other fee as agreed in writing between the Hirer and the Council.
- must not erect any structure or permanent fixture at the Pool without the written consent of the Council.
- must adhere to the rules and regulations as per the operations of the pool.
- must only use the pool within their capabilities.
- must comply with all reasonable directions of authorised Council staff and with any notices erected by or on behalf of the Council in relation to use of the Pool.

- must comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- must use the pool 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 wear suitable swimming attire.
- may be required to leave the Pool where their behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property.
- must not do anything that results in the pool, pool grounds, or premises being otherwise than 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.
- must dispose of waste in the designated rubbish bins provided.

The Hirer must also:

- ensure that the Pool is appropriately and adequately secured after each use and that all security devices installed are properly engaged unless the pool is scheduled to remain open to the public.
- return all keys held by or on behalf of the Hirer to the Council on written request from the Council.
- comply with all reasonable directions of authorised Council staff in its use of the Pool.
- provide one or more trained and qualified life guard/s to supervise the Hirer's use of the pool. This to be discussed with the Pool Supervisor
- Supply any pool equipment it required, including squad training equipment, buoyancy devices and any equipment required for aquatic water sports.

Breach and Termination

The Council may immediately and without any prior notice terminate this Agreement if the Hirer does not comply with any of these Terms and Conditions.

The Hirer is not entitled to any refund or compensation if the Council terminates this Agreement as a result of your non-compliance.

Emergency Procedures

A plan of the emergency evacuation diagram is located within the swimming pool complex. The Hirer warrants that it will ensure that all members of the Hirer/Group know, understand and agree to follow the procedure to be followed in the event of an emergency. The Council makes no representation or warranty that emergency assistance will be available or provided.

Executed

Executed for and on behalf of: _____

(please insert Group/Organisation Name)

Name of Designated Person	Signature of Designated Person
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In accordance with Section 127(1) of the Corporations Act 2001.

Note: The original signed Agreement is required to be returned to Council in its entirety prior to assessing the booking.