

## Swimming Pool User Agreement

### Parties

Federation Council  
ABN Number 30 762 048 084  
Address: 100 Edward Street Corowa NSW 2646

And

<Enter User Name>  
ABN Number <enter>  
Address: <enter>

Dated  
<enter date>

## **1. Introduction**

- a. Council is the owner for the swimming pool complex known as Howlong Swimming Pool and is situated at Lowes Square, Hawkins Street, Howlong NSW 2643.
- b. The user wishes to use the Howlong Swimming Pool
- c. Council has consented to the user using the Howlong Swimming Pool on the following terms and conditions specified to the users members (staff/ pupils) and activities.
- d. Included user times and pool space during the stated times. (Appendix A),
- e. Specified Council staff authorised to give directions

## **2. User/ Hirer Warrants**

- a. 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, 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.

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

- a. The user/ hirer shall nominate in writing to the Federation Council a “Responsible Person(s)” who will be assigned to ensure that the terms and conditions of this agreement are adhered to.
- b. For the purpose of administering this agreement, the user/ hirer shall nominate in writing to the Federation Council a person(s) able to be contacted at all times by Federation Council, together with all reasonable contact details requested by Federation Council. The user/ hirer shall be entitled to vary those nominated or their details from time to time by further notice.
- c. For the purpose of this agreement the contact person for Federation Council shall be the Federation Council Building Maintenance Officer in most cases and, in the event that the Building Maintenance Officer is unavailable, the Federation Council Director Development and Environment will be contactable.

#### **4. Insurances and Indemnities**

- a. 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 Howlong Swimming Pool and the activities carried out at the Howlong Swimming Pool for a minimum amount of \$20M. The relevant policy or policies shall name Howlong Swimming Pool as owner and any persons designated by Council as mortgagee or otherwise and the user. The user/ hirer shall deliver to Federation Council on demand a copy of the relevant policy and a current certificate of insurance. The user/ hirer unconditionally releases Federation 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.
- b. The user/ hirer indemnifies Federation 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:
  - i. Loss of, or damage to property of Council; or
  - ii. Personal injury (including death) or illness to any person or loss of/ loss of use of, or damage to any property,
  - iii. 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 Howlong Swimming Pool.
- c. The user/ hirers' liability to indemnify Federation 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.

#### **5. User Obligations (Pool Rules) – the user shall:**

- a. 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 Howlong Swimming Pool complex.

- i. Ensure that all persons swimming at the Howlong Swimming Pool during the time of the User's use under this agreement, pay the usual entrance fee charged by Council to patrons of the Howlong Swimming Pool.
  - ii. Not erect any structure or permanent fixture at the Howlong Swimming Pool without the written consent of Federation Council.
- b. Not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines
- c. Persons enter the Howlong Swimming Pool complex at their own risk.
- d. Ensure that all persons using the Howlong Swimming 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 Howlong Swimming Pool complex and swimming in suitable swimming attire. (add others as applicable)
- e. Remove, or cause to be removed, any persons from the Howlong Swimming 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.
- f. Keep the Howlong Swimming Pool including all grounds and surrounds and other parts of the Howlong Swimming 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 Howlong Swimming Pool complex.
- g. Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate at or near the Howlong Swimming Pool.
- h. Ensure after each use, the Howlong Swimming 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.
- i. Upon demand, in writing from Federation Council return all keys held by or on behalf of the User to Council.
- j. Comply with all reasonable directions of authorised Council staff in its use of the Howlong Swimming Pool.
- k. Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.

- I. Children must be accompanied by an adult. Responsibility for behaviour and safety of children is that of parents/ supervisors or carers in attendance.

## **6. The User, Hirer, Responsible Persons acknowledge and understands the following:**

- a. The Howlong Swimming Pool may not provide any lifeguard services at the time of the intended use by the hirer.
- b. 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 Howlong Swimming Pool by the Responsible Person;
- c. Responsibility for the supervision and care of persons brought into the Howlong Swimming Pool by the responsible persons rests with that person(s).
- d. It is the responsibility of the User/ responsible person to obtain information regarding the skills of the persons it brings into the Howlong Swimming Pool and to instruct/ supervise those persons according to their skill set.
- e. Obtaining and maintaining any permissions or consents required for the use of the Howlong Swimming Pool by persons to be brought in to the Howlong Swimming Pool by the responsible persons, is the responsibility of the hirer and/or responsible persons.
- f. 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 Howlong Swimming Pool by the hirer/ responsible persons of those risks rests with the hirer and/or responsible persons.
- g. 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.
- h. First aid equipment is located within the Howlong Swimming 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 Howlong Swimming Pool complex.
- i. 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 Howlong Swimming Pool.

- j. Unless hired exclusively, the Howlong Swimming Pool and Howlong Swimming Pool complex may be utilised by other members of the public at the time as the hirer.

## **7. Emergency Procedures**

- a. A copy of Federation Council's Howlong Swimming Pool emergency procedures diagram will be given to user/ hirer at the time of signing agreement.

## 8. Executed as an Agreement

**Executed** for and on behalf of **Federation Council**

**Signature:**

**Name:** <enter name>

**Position:** <enter position>

**Date:** <enter date>

By a duly authorised officer in the presence of

Signature of Witness:

Name of Witness:

**Executed** for and on behalf of <Enter User Name> ABN <enter number>

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

**Signature:**

**Name:** <enter name>

**Date:** <enter date>

Signature of Witness:

Name of Witness:

## Appendix A

### Times

Times are allocated at the discretion of the Howlong Swimming Pool 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 Building Maintenance Officer 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 Building Maintenance Officer.

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

| Table 1 : Times Allocated | Exclusive use of 25m Pool                   | Shared use of 25m Pool/Lanes |
|---------------------------|---|------------------------------|
| <enter days applicable>   | <enter times><br><br>(By prior arrangement) | <enter times>                |

### Space

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.

| Table 2: Allocated Space | Exclusive Use (By prior arrangement) | Shared Use |
|--------------------------|--------------------------------------|------------|
| Lane 1                   | X                                    | X          |
| Lane 2                   | X                                    | X          |
| Lane 3                   | X                                    |            |
| Lane 4                   | X                                    |            |
| Lane 5                   | X                                    |            |
| Lane 6                   | X                                    |            |