



AQUATIC FACILITIES HIRER AGREEMENT

Cessnock Pool and/or Branxton Pool

Parties

Cessnock City Council
ABN 609 19148 928
Address PO Box 152, Cessnock NSW 2325

and

The Hirer

1. INTRODUCTION

- 1.1 Council is the owner and operator for the swimming pool complex's known as:
- Cessnock Pool - 1A Allandale Road, Cessnock and
 - Branxton Pool - 4 Maitland Street, Branxton.
- 1.2 The Hirer wishes to use a Council owned pool complex.
- 1.3 Council has consented to the Hirer using the requested pool complex on the following terms and conditions specified to the Hirer's members (staff/pupils) and activities.
- 1.5 Specified Council staff authorised to give directions

2. HIRER WARRANTIES

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 and current and will remain so throughout the term of this agreement, the term of this agreement and any extensions thereof. 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 this agreement without notice.

3. RESPONSIBLE AND CONTACT PERSON

The Hirer is also the person responsible to ensure that the terms and conditions of this agreement are adhered to.

For the purpose of administering this agreement, the Hirer can be contacted at all times by Council, together with all reasonable contact details requested by Council.

For the purpose of this agreement the contact person for Council shall be the Aquatic Facilities Coordinator in most cases and, in the event that the Aquatic Facilities Coordinator is unavailable, the Open Space & Community Facilities Manager of Council will be contactable.

4. INSURANCES AND INDEMNITIES

- 4.1 The 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 Pool(s) and the activities carried out at the Pool(s) complex for a minimum amount of \$20,000,000. The relevant policy or policies shall name Cessnock City Council as owner and any persons designated by Council as mortgagee or otherwise and the user. The Hirer shall deliver to Cessnock City Council on demand a copy of the relevant policy and a current certificate of insurance. The Hirer unconditionally releases Cessnock City 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 Hirer or any of the Hirer's agents. The Hirer agrees not to sue or make any claim or demand against council in respect to matters covered by this release.
- 4.2 The hirer indemnifies Cessnock City 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 Hirer is informed that at any such time as they are on the premises or its surrounds, loss of damage to property and/or person shall be at their own risk. Cessnock City Council, its employees or agents, are not liable for any injury (including death) or loss of property however caused, whether negligent or otherwise.
 - 4.2.3 Resulting from or by reason of anything done or omitted to be done by the Hirer arising out of the hirers activities undertaken at or near the Pool complex.
- 4.3 The Hirers liability to indemnify Cessnock City 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. HIRER OBLIGATIONS (POOL RULES) – THE HIRER 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 person(s) prior to entering the pool complex.
 - 5.1.1 Ensure that all person's swimming at the pool complex during the time of the Hirers use under this agreement pay the usual entrance fee charged by Cessnock City Council as per the adopted Fees and Charges.
 - 5.1.2 Not erect any structure or permanent fixture at the pool complex without the written consent of Cessnock City Council.
 - 5.1.3 Complete a risk assessment each and every time the pool is hired and retain a copy for your records.
- 5.2 Not permit any persons to dive into the pool except in accordance with Swimming Australia Entry Policy or NSW Department of Education's Guidelines for Safe Water Entry of Competitors – Competitive Dive Starts.
- 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/vaping, No glass, No food or drink in the pool, No animals are permitted in the pool complex and swimming in suitable swimming attire.
- 5.5 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.
- 5.6 Keep the pool complex including all grounds and surrounds and other parts of the pool complex of which the 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.
- 5.7 Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate in or near the pool complex.
- 5.8 Ensure after each use, the pool complex 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.
- 5.9 Upon demand, in writing from Cessnock City Council return all keys held by or on behalf of the hirer to Council.
- 5.10 Comply with all reasonable directions of authorised Council staff in its use of the pool complex.
- 5.11 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.12 All children under the age of fifteen (15) must be accompanied by a person eighteen (18) years or older. The guardian is required to supervise the swimming and behaviour of the child while in the complex.
- 5.13 Comply with Royal Life Saving Australia's Keep Watch at Public Swimming Conditions of Entry - including the use of wristbands for children 5yrs and under (within arm's reach of responsible caregiver).
- 5.14 No use of any oversized play toys.

6. THE HIRER ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING:

- 6.1 Responsibility for the supervision and care of persons brought into the pool complex by the responsible persons rests with that person(s).
- 6.2 It is the responsibility of the Hirer person(s) to obtain information regarding the skills of the persons it brings into the pool complex and to instruct/supervise those persons according to their skill set.
- 6.3 Obtaining and maintaining any permissions or consents required for the use of the Pool complex by persons to be brought in to the pool complex by the responsible person(s), is the responsibility of the Hirer.
- 6.4 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 complex by the hirer of those risks' rests with the hirer.

- 6.7 Responsibility for administering first aid in the event of an emergency rests with facility Lifeguards
- 6.8 First aid equipment is located within the pool complex. It is the responsibility of the hirer to ensure they identify the location of that equipment upon entry to the pool 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 complex.
- 6.10 Unless Hired exclusively, the pool complex may be utilised by other members of the public at the same time as the hirer.
- 6.11 Use of the pool may be subject to a Commercial / Community fee. Hire rates can be found in Council's adopted Fees and Charges.

7. EMERGENCY PROCEDURES

Cessnock City Council's Pool Emergency Procedures will be outlined at a pre-start induction prior to the booking taking place.