



SWIMMING POOL HIRE AGREEMENT – GENERAL USE

Hirer:

Contact Person: _____ Phone No: () _____

Address: _____

Proposed Activity: _____ Recreational / Competitive / Teaching

Estimated Number of People per session _____ Hire Period: _____ to _____

Do you require the pool to be closed to the public during the hire time? Yes No

General Hire Information

SUPERVISION:

Do you require the Pool Management to provide supervision? Yes No

If Yes, the cost of Pool Management supervision will be included in the Hire Charge

If No, the Hirer assumes full responsibility for supervision and the hirer accepts the risk of injury or drowning and waives any legal rights the hirer may otherwise have against the Southern Grampians Shire Council and/or its servants and agents. Refer to the indemnity provision herein.

STARTING BLOCKS for Swimming (if available)

Do you require the use of the permanent and/or portable starting blocks for:

- | | | |
|---|-----|----|
| (1) Recreational swimming (water depth 2000mm or greater) | Yes | No |
| (2) Competitive Swimming (water depth 1200mm or greater) | Yes | No |
| (3) Teaching swimming (water depth 1800mm or greater) | Yes | No |

If Yes, have the participants/swimmers in categories (2) or (3) been instructed in the use of starting blocks by a qualified Swim Coach, Lifesaving Instructor or Austswim Teacher and been assessed for competence Yes No

Who owns the Starting Blocks? Council / Other

If "Other", please name: _____

Has consent been given by the above named owner? Yes No (if Yes, provide evidence)

(in all situations the owner must provide written evidence of consent before the use of Starting Blocks, for Council consent or otherwise refer below).

CONDITIONS OF HIRE

- Council and or its servants and agents reserve the right not to accept the hire application or to cancel the booking at any time.
- The hirer must execute this hire agreement and pay the required hire fees before the date of the hire. Failure to do so will result in access to the facility being denied to the hirer.
- Subletting of the facility is not permitted.
- The hirer shall conform to and obey all reasonable directions given by the Pool Attendant or other authorised Council Officer in regard to the use of the facility.
- The following rules apply at the facility:
 - No alcohol is permitted.
 - No smoking is allowed.
 - No glass items are allowed.
 - Children under the age of ten (10) years must be accompanied by a parent or guardian.
 - Littering, running, swearing, bombing, dunking, pushing swimmers into the pool and other anti-social behaviour is not allowed.
 - Running dives are not permitted into any depth of water.



6. Any hirer and/or other persons not complying with or enforcing the provisions of these conditions may be removed from the facility by the Pool Attendant or other authorised Council Officer or Police Officer.
7. Council and or its servants and agents takes no responsibility for the property of any hirer whilst at the facility nor does Council and its servants or agents accept any responsibility of the property of any person the hirer allows into the pool facility and without limiting the scope of the following indemnity clause, the indemnity from the Hirer to the Council and or its servants or agents shall include such damaged to property.
8. Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the Council and or its servants or agents for any theft or damage thereto and without limiting the scope of the indemnity clause, the indemnity from the Hirer to the Council and or its servants or agents shall include such theft or damage.
9. The hirer is to notify the Pool Attendant or other authorised Council Officer of any damage that occurs during the hire period. The hirer shall be responsible for all damage caused to the facility during the period of hire and will be required to pay the costs of all repairs.
10. If the swimming pool is hired for competitive swimming or teaching swimming, the following shall apply:
 - All swimming teachers are required to hold a current AUSTSWIM Teacher of Swimming and Water Safety Certificate or an equivalent qualification (a copy of these qualifications are to be supplied with the signed Hire Agreement).
 - The hirer, his/her servants or agents conducting the swimming classes must observe all Royal Life Saving Society Australian (RLSSA) guidelines, including guideline "FD24" "Design of Starting Blocks" (Starting Platforms) and "SU23" "The Supervision of Diving (Recreational Swimming)". More particularly, no portable starting platforms or blocks are to be used without the prior written consent of the Council, and if such consent is forthcoming, such portable starting platforms or blocks are to conform to FINA guidelines and must only be used in the following circumstances:
 - (a) Competitive Swimming and Training – The Hirer, his/her servants or agents conducting the activity must ensure that persons under their control/supervision do not dive into water less than 1200mm in depth. If this minimum water depth (1200mm) cannot be achieved, such platforms or blocks must not be used.
 - (b) Teaching of Swimming – The hirer, his/her servants or agents conducting the activity, must ensure that persons under their control/supervision do not dive into water less than 1800mm in depth. If this minimum water depth (1800mm) cannot be achieved, such platforms or blocks must not be used.
11. If the swimming pool is hired for leisure activities, the hirer, his/her servants or agents shall ensure that no persons under their control and/or anyone invited to the pool by the hirer shall be allowed to perform a recreational dive from a platform or starting block into water less than 2000mm in depth and from poolside not less than 1800mm in depth.

Liability Insurance

"The hirer agrees during the term of this Agreement, to be the holder of a current Public Liability Policy of insurance in respect of the activities specified above in the name of the Hirer providing coverage for at least \$10m. The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Southern Grampians Shire Council and its servants and or agents and shall extend to cover the Southern Grampians Shire Council and or its servants or agents in respect to claims for personal injury or property damage arising out of the negligence of the Hirer".

Indemnity

"The Hirer agrees to indemnify and to keep indemnified, and to hold harmless the Southern Grampians Shire Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omissions of the Hirer.

The Hirer's liability to indemnify the Southern Grampians Shire Council shall be reduced proportionally to the extent that any act or omission of the Southern Grampians Shire Council, its servants or agents contributed to the loss".

Hire Charge as per council fees and charges

I of
 (Please print full name) (Please print address)

representing as hirer of the Hamilton Olympic Swimming Pool
 (Please print name or organisation if applicable)

over the period of / / 2011 to / / 2011 acknowledge having read and accepted the conditions of hire.

Signed: Date: / /

Witness: Print Name:.....

Address:

Signed for and on behalf of the Southern Grampians Shire Council: By:

Has Council and or its servants or agents agreed for the Hirer to use Council owned Starting Blocks during the term of hire. Yes No

Print Name: