



**Shire of**  
**G u n n e d a h**  
*Land of Opportunity*

## **Swimming Pool Agreement**

**Parties**  
**Gunnedah Shire Council**  
**ABN - 80 183 655 793**  
**63 Elgin Street**  
**Gunnedah**

**And**

**User name** \_\_\_\_\_  
**ABN Number** \_\_\_\_\_  
**Address** \_\_\_\_\_

**Dated**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

## **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.

## **1. Introduction**

---

- 1.1 Council is the owner and operator for the swimming pool complex known as Gunnedah Memorial Pool Complex and is situated at Anzac Parade Gunnedah.
- 1.2 The user wishes to use the Gunnedah Memorial Pool Complex.
- 1.3 Council has consented to the user using the Gunnedah Memorial Pool Complex on the following terms and conditions specified to the users members (staff/ pupils) and activities.
- 1.4 Included user times and pool space during the stated times. (Appendix A & B)
- 1.5 Specified Council staff authorised to give directions.

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

---

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 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 user/hirer shall nominate in writing to the Gunnedah Shire Council a "Responsible Person(s)" who will be assigned to ensure that the terms and conditions of this agreement are adhered to.

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 Gunnedah Shire Council, together with all reasonable contact details requested by Gunnedah Shire Council. The user/hirer shall be entitled to vary those nominated or their details from time to time by further notice.

For the purpose of this agreement the contact person for Gunnedah Shire Council shall be the Gunnedah Shire Council Manager Public Facilities in most cases and, in the event that the Manager Public Facilities is unavailable, the Senior Pool Team leader of Gunnedah Shire Council will be contactable.

## **4. Insurances and Indemnities**

---

- 4.1 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 Gunnedah Memorial

Pool Complex and the activities carried out at the Gunnedah Memorial Pool Complex for a minimum amount of Individuals/Organisations - \$10 million Schools - \$20 million.

The relevant policy or policies shall name Gunnedah Shire Council as owner and any persons designated by Council as mortgagee or otherwise and the user. The user/hirer shall deliver to Gunnedah Shire Council on demand a copy of the relevant policy and a current certificate of insurance. The user/hirer unconditionally releases Gunnedah Shire 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.

- 4.2 The user/hirer indemnifies Gunnedah Shire 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 Personal injury (including death) or illness to any person or loss of/ loss of use of, or damage to any property.
  - 4.2.3 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 Gunnedah Shire Council.
- 4.3 The user/hirer's liability to indemnify Gunnedah Shire 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.
- 4.4 Copies of all certifications/qualifications of all persons working under this agreement must be provided to Council prior to use covering all activities being undertaken.

## **5. User Obligations (Pool Rules) – The User 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 persons prior to entering the Gunnedah Memorial Pool Complex.
  - 5.1.1 Ensure that all persons swimming at the Gunnedah Memorial Pool Complex during the time of the User's use under this agreement pay the usual entrance fee charged by Council to patrons of the Gunnedah Memorial Pool Complex.
  - 5.1.2 Not erect any structure or permanent fixture at the Gunnedah Memorial Pool Complex without the written consent of Gunnedah Shire Council.
- 5.2 Not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines.
- 5.3 Persons enter the Gunnedah Memorial Pool Complex at their own risk.

- 5.4 Ensure that all persons using the Gunnedah Memorial Pool Complex do so in suitable swimming attire when swimming, and 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 Gunnedah Memorial Pool Complex.
- 5.5 Remove, or cause to be removed, any persons from the Gunnedah Memorial Pool Complex 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 Gunnedah Memorial Pool Complex including all grounds and surrounds and other parts of the Gunnedah Memorial Pool Complex 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 Gunnedah Memorial Pool Complex.
- 5.7 Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate at or near the Gunnedah Memorial Pool Complex.
- 5.8 Ensure after each use, the Gunnedah Memorial 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 Gunnedah Memorial Pool Complex return all keys held by or on behalf of the User to Council.
- 5.10 Comply with all directions of authorised Council staff in its use of the Gunnedah Memorial Pool Complex.
- 5.11 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.12 Children 10 years and under must be accompanied by an adult. Responsibility for behaviour and safety of children is that of parents/supervisors or carers in attendance.
- 5.13 Not sell any merchandise onsite without the prior written consent from Manager Public Facilities.

**6. The User, Hirer, Responsible Persons Acknowledge and Understand the Following:**

---

- 6.1 The Gunnedah Memorial Pool Complex may not provide any lifeguard services at the time of the intended use by the hirer.
- 6.2 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 Gunnedah Memorial Pool Complex by the Responsible Person.

- 6.3 Responsibility for the supervision and care of persons brought into the Gunnedah Memorial Pool Complex by the responsible persons rests with that person(s).
- 6.4 It is the responsibility of the User/responsible person to obtain information regarding the skills of the persons it brings into the Gunnedah Memorial Pool Complex and to instruct/supervise those persons according to their skill set.
- 6.5 Obtaining and maintaining any permissions or consents required for the use of the Gunnedah Memorial Pool Complex by persons to be brought in to the Gunnedah Memorial Pool Complex by the responsible persons, is the responsibility of the hirer and/or responsible persons.
- 6.6 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 Gunnedah Memorial Pool Complex by the hirer/responsible persons of those risks rests with the hirer and/or responsible persons.
- 6.7 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.
- 6.8 First aid equipment is located within the Gunnedah Memorial 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 Gunnedah Memorial 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 Gunnedah Memorial Pool Complex.
- 6.10 Unless hired exclusively, the Gunnedah Memorial Pool Complex may be utilised by other members of the public at the time as the hirer.
- 6.11 A minimum of 4 persons are to occupy a lane space otherwise the lane space may revert back to Community use.
- 6.12 A maximum of 4 lanes only can be booked at any one time in the indoor/outdoor pool unless the full hire of the indoor or outdoor pool has been approved.

## **7. Emergency Procedures**

---

- 7.1 A plan of Gunnedah Memorial Pool Complex emergency evacuation diagram is located within the complex. Ask pool staff to identify the plan to you upon arrival.

**8. Executed as an Agreement**

---

**Executed** for and on behalf of  
**Gunnedah Shire Council**

By a duly authorised officer in the presence of

-----  
Signature of Witness

-----  
Signature of Council Officer

-----  
Name of Witness

-----  
Name of Council Officer

**Executed** for and on behalf of  
**User/hirer name**  
ABN

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

-----  
Signature of Witness

-----  
Signature of Designated Person

-----  
Name of Witness

-----  
Name of Designated Person

**Note: The original signed and witnessed agreement is required to be returned to Council in its entirety prior to assessing the booking**

## Appendix A

---

### Times

Times are allocated at the discretion of the Gunnedah Memorial Pool Complex 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 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 Manager Public Facilities.

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

<b>Table 1 : Times Allocated</b>	<b>Exclusive use of 25m or 50m (in season) Pool lanes</b>	<b>Shared use of 25m or 50m (in season) Pool lanes</b>
Monday to Sunday	5:30am – 8.00pm (By prior arrangement)	5.30am – 8.00pm

### 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.

<b>Table 2 : Space Allocated</b>	<b>Exclusive Use (By prior arrangement)</b>	<b>Shared Use</b>
Lane 1		
Lane 2		
Lane 3		
Lane 4		
Lane 5		
Lane 6		



**Appendix B**

---

**Hire Request**

Business/School \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Number \_\_\_\_\_

Date/s \_\_\_\_\_

Time \_\_\_\_\_

Estimated Total of Participants and Officials \_\_\_\_\_

Estimated Total of Spectators \_\_\_\_\_

Any special requirements to be agreed by Gunnedah Shire Council and Manager Public Facilities,  
(e.g. banners to be erected, car access to site to drop off equipment etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Person Making Request: \_\_\_\_\_

Signature of Person Making Request \_\_\_\_\_

Date \_\_\_\_\_