

OFFICE USE ONLY

Date Received: _____ Price Quoted: _____	Date Approved: _____ Payment Type: <input type="checkbox"/> To be invoiced <input type="checkbox"/> Pay on the day	Confirmation of acceptance sent:
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GANNAWARRA SHIRE COUNCIL
47 VICTORIA STREET / PO BOX 287
KERANG VIC 3579
Phone: 03 5450 9333
E-Mail: council@gannawarra.vic.gov.au

TERMS AND CONDITIONS

1.0 INTRODUCTION

- I. Council is the owner and operator of the Kerang Swimming Pool facility and equipment situated in Shadforth Street Kerang Vic 3579 and the Cohuna Swimming Pool facility Tennis Court Road Cohuna 3569
- II. The user is the person / group who wish to use the Kerang or Cohuna Swimming Pool facility and or equipment.
- III. Council reserves the right to accept or decline any application after submission. If a hirer wishes to cancel a booking, they must give notification to Council immediately. After receiving a completed booking form and related documents, Council will supply a written response. Bookings do not take effect until written confirmation of your booking is provided.
- iv. All certificates, registrations and accreditations listed as being held by the hirer which relate to swimming or other water based activities, are deemed by Council to be valid and current.
- v. The final cost of your booking will be provided in a confirmation letter. Hire fees will be charged in accordance with Council's Fees and Charges and payment is required for times or entries set out in the booking confirmation letter.
- vi. Council has consented to the user using the Kerang or Cohuna Swimming Pool facility or equipment on the following terms and conditions.
- vii. Subletting of the Kerang or Cohuna Swimming Pool facility is not permitted.

2.0 RESPONSIBLE AND CONTACT PERSON

- i. The hirer shall nominate in writing to Council a "responsible person" who will ensure the terms and conditions of this agreement are adhered to and must be contactable by Council.
- ii. The hirer may, in writing, update the responsible person and/or their contact details from time to time.

3.0 INSURANCE AND INDEMNITIES

- i. The hirer shall be the holder of a current Public Liability Policy of insurance in the name of the hirer providing coverage for an amount of at least \$20,000,000. The Public Liability Policy shall be affected with an insurer approved by Council. The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Council and shall extend to cover Council in respect to claims for personal injury or property damage arising out of the negligence of the hirer.
- ii. The Policy is extended to indemnify Council in respect of any claim indemnifiable under the policy caused by an occurrence arising directly and solely out of the negligent acts, errors or omissions of the Insured.

This extension does not extend to any negligent acts, errors or omissions of Council, its staff or agents themselves.

- iii. The user / hirers' liability to indemnify 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.

4.0 USER OBLIGATIONS – THE USER SHALL:

- i. Follow the Outdoor Pool rules (refer to Appendix 1) at all times.
- ii. Comply with all reasonable requests and directives made by Kerang/Cohuna Pool facility staff. Failure to comply may result in expulsion from the facility.
- iii. Upon request by Council, repair, make good or reimburse Council the cost of repairs in relation to any damage to the outdoor pool facilities (including any loss or damage of equipment) caused by its users.
- iv. Report any accidental damage to the facility to Pools Supervisor upon discovery; this includes damage to equipment, building and environment.

5.0 BY SIGNING THIS AGREEMENT, THE HIRER ACKNOWLEDGES THE FOLLOWING:

- i. The Kerang or Cohuna Swimming Pool facility may only provide limited lifeguard services at the time of the intended use by the hirer.
- ii. Responsibility for the supervision and care of persons brought into the Kerang or Cohuna Swimming Pool facility by the responsible person rests with that person/s.
- iii. It is the responsibility of the hirer / responsible person to obtain information regarding the skills of the persons it brings into the Kerang or Cohuna Swimming Pool and to instruct / supervise those persons according to their skill set.
- iv. Obtaining and maintaining any permissions or consents required for the use of the Kerang and Cohuna Swimming Pool facility by persons being brought into the facility by the responsible person, is the responsibility of the hirer and / or responsible person.
- v. It is the responsibility of the hirer to become familiar with the layout of the facility and all amenities and the Emergency Evacuation Plan (attached). In case of an emergency the Evacuation Plan must be followed.
- vi. 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 to the Kerang or Cohuna Swimming Pool facility.
- vii. Unless hired exclusively, the Kerang or Cohuna Swimming Pool facility may be utilised by other members of the public at the time as the hirer.
- viii. 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.
- ix. Hirers are responsible for the cleanliness of the facility. The facility must be left clean and tidy and returned to the condition it was in before the time of hire.
- x. Any accident or incident must be immediately reported to Council. Council may require completion of an incident report form.

6.0 FACTORS THAT MAY IMPACT USER / HIRER BOOKING

- i. Bookings for the use of the Kerang or Cohuna Swimming Pools depend upon pool usage numbers and times.
- ii. Council reserves the right to alter or cancel pool booking allocations due to certain circumstances, such as issues with plant, equipment and water quality; the availability of appropriately trained supervision staff; where the applicant is unable to provide evidence of appropriate public liability insurance cover, or any other requirement as determined by Council. *Please ensure that a contingency plan has been considered, in the event that your booking has been affected by one of the above circumstances.*

7.0 COVID SAFE

The booking partner will agree to ensure the booking group will:

- i. Maintain appropriate physical distancing, policies and preventative measures
- ii. Maintain appropriate systems and procedures to operate and adjust in line with guidelines provided by the Department of Health and Human Services and Gannawarra Shire Council.

8.0 TERMS AND CONDITIONS (SCHOOL GROUPS)

Schools will be required to provide Gannawarra Shire Council with the confirmed number of participants at least 14 days prior to commencement of any Swimming Program. Schools will be invoiced on a monthly basis according to the original confirmation. 1. Bookings must be received at least 14 days prior to the proposed booking date; no booking will be accepted after this time unless agreed to by management. 2. No booking will be confirmed until o The details have been discussed with the booking co-ordinator o The booking details have been agreed to by the booking co-ordinator o Booking conditions have been signed by the person making the booking 3. The signing of the booking conditions on behalf of the school/group by its representative is an acceptance of all of the costs and charges associated with that booking 4. School/Group representatives must check in when they arrive at the pool on the day of the booking to complete a booking attendance sheet. 5. Children MUST be actively supervised at all times, this includes in the change rooms 6. I the undersigned understand the conditions of usage at the Kerang or Cohuna Swimming Pools. I take full responsibility for notifying the school/group of the above conditions. I understand that the Gannawarra Shire Council, its officers, staff and agents will not be held responsible for any occurrence which results in injury to person or property. I, on behalf of the group take full responsibility for any compensation which may be related to the activity I am conducting.

APPENDIX 1

POOL RULES

- Children under 10 must be closely supervised by an adult or responsible person 16+ years at all times.
- Children under five need to be kept within arm's reach of an adult at all times.
- The Kerang and Cohuna Swimming Pool facility is a NON-SMOKING venue.
- No Glass or Alcohol is allowed in the Kerang or Cohuna Swimming Pool facility.
- Slow down. Walking only on the pool concourse.
- Toddlers and babies must wear recognised aqua nappies.
- Suitable swimming attire must be worn at all times.
- Showers permitted before entering and after existing the pool
- No mobile phones, video cameras or other recording devices are permitted in the change rooms.
- Children under 1.2 metres in height must be accompanied down the slide by a parent / responsible adult.
- Patrons wishing to use the inflatable toys must be able to swim 25 metres unassisted and be greater than 1.2 metres in height.
- Offensive language, vandalism and inappropriate behaviour will not be tolerated.
 - Pool staff may remove or cause to be removed from the facility any persons whose behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property, or who is affected by alcohol or drugs.