AQUATIC FACILITY HIRE

TERMS AND CONDITIONS

## CONDITIONS OF HIRE

Organisations enter into a hire arrangement with Murrindindi Shire Council for the use of facilities; this is a legally binding document.

## Booking and Cancellation Policy

Bookings will only be accepted and confirmed, once hire agreements with ALL relevant supporting documentation have been received by council.

All paperwork must be received a minimum of 14 days prior to first booking date.

Council reserves the right not to accept the hire application or to cancel the booking at any time for emergency works. This will be communicated to all affected parties in the timeliest way possible.

All facility hire require a minimum 3 business days’ notice of cancellation. Hire fees will be charged in accordance with Council’s Fees and Charges and payment is required as per the booking agreement.

Sub-letting of the facility is not permitted. No other users are able to enter the facility during a booking arrangement, unless there is a confirmed dual booking.

Council reserves the right to remove from the facility any hirer not complying with the provisions of these conditions or in any way misconducting themselves.

Entry to the kiosk is for emergency use only. A telephone is located inside the kiosk. Emergency numbers are listed above the phone. A fully equipped First Aid kit is located in the kiosk at each of the pools, as are icepacks in the freezer.

In the case of any emergencies or incidents please ensure a copy of reports are forwarded to council; aquatics@murrindindi.vic.gov.au.

## Supervision

It is the responsibility of the supervisor of the activity to contain and control incidents. A copy of all incident reports must be forwarded to Council for Council’s records. This is to ensure that pool facilities are as safe as they possibly can be, and that if required, rectification works can occur in a timely manner.

Supervision is the key to swimming pool safety for children.

**Supervision means:**

* staying in constant visual contact, not just glancing towards the water occasionally
* staying within arm’s reach of toddlers and beginner swimmers at all times when they’re in or around the water
* staying close to the water when you’re supervising children who can swim, and being ready to get in the water if there’s an emergency
* taking children with you if you leave the pool area, even for a moment.

The hirer shall at all times during any period of use of the facility conform with the Guidelines for Safe Pool Operations (GSPOs), published by The Royal Life Saving Society Australia (RLSSA) as amended from time to time. A copy of these guidelines are accessible at each pool.

Council allows a fifteen minute leeway of requested booking time. Council will charge a flat fee of **$46.50 an hour plus a Council Lifeguard/s at $30.00 per lifeguard per hour** or part thereof, if hirers are reported to be entering / exciting premises before and or beyond their booked time.

|  |
| --- |
| **Supervision Ratio: \*** Council has the right to increase and or decrease the ratio if necessary.  |
| **Patronage** | **Minimum lifeguards at pool** | **Operation Procedure** |
| 0 – 50 | 1 | Hirer must have a first aid qualified adult responsible for the first aid of their group and make themselves known to the lifeguard upon arrival.A copy of the first aid certificate must be provided to Council before the booking is confirmed. If no qualified first aider is available a second lifeguard will be required to be hired.  |
| 50 - 100 | 2 |  |
| 100 - 200 | 3 |  |
| 200 - 300 | 4 |  |
| 300 - 400 | 5 |  |

Hirer may use their own qualified lifeguards/aus swim teachers however:

* a council lifeguard must be hired with a minimum of two guards hired for groups over 50.
* hirer must have a qualified first aider responsible first aid
* external lifeguard/swim teacher must make themselves known to council lifeguards and follow their instruction
* hirer must provide names and qualifications for first aider and lifeguards/swim teachers
* students who are lifeguards are not able to lifeguard at their own school events.
* Note: these requirements do not apply for swim clubs.

Schools are to contact each other regarding their booking arrangements. To ensure overcrowding of the pool vessel does not occur, maximum number permitted within the grounds is 400. If a double booking occurs, hirers will be contacted to negotiate booking times with the other hirer.

## Qualifications

For bookings of less than 50 participants, the user group, organisations or school must have a suitably qualified first aider present for the duration of the booking to respond to incidents.

Schools are required to adhere to The Safety Guidelines and Education Outdoors as outline by The Department of Education.

## Diving

The hirer conducting the swimming classes must observe all Royal Life Saving Society Australia (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:

* 1. Competitive Swimming and Training – The hirer 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.
	2. Teaching of Swimming – The hirer 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.
	3. Council does not supply starting blocks.

If the swimming pool hire is for leisure activities, the hirer 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 poolside not less than 1800mm in depth.

## Invoicing

An invoice will be raised monthly from Council for payment based on the booked, hours of use by the hirer.

## Changes to bookings or closures – weather related

Facilities will not open to the public when daily air temperatures are predicted to be below 23 degrees. Facilities may still be used by private hirers.

We request you notify council one day prior to your booking for weather-related cancellations - Council Customer service 5772 0333. Cancellation received after these times will be charged for the duration of their booking.

**Catastrophic Fire Danger Days**: Council Swimming Pools in Eildon and Marysville will not be open to the public on Catastrophic Fire Danger Days and thus will not be open for bookings. Facilities in Alexandra and Yea will remain open dependent on staff availability. Hire groups may be asked to forgo their bookings on these days to allow greater public access to these facilities. This will be determined on an as need basis.

On days of **high heat** (350C and above), Council reserves the right to request shared usage with any Swimming Clubs that may have bookings on that night.

* Council will give a minimum of 5 days’ notice to the Swimming Club that this will occur.
* Council must be able to supply lifeguards and ensure that any members of the public do not adversely impinge on Swim Club program.
* Swim Club will have access to half of the lap pool only.
* Swim Club will not be charged a hire fee on these nights.

## Insurance and Indemnities

All user groups, organisation and schools are required to provide a copy of current Public Liability with a minimum coverage of $20 million.

The Hirer/User/Permit Holder agrees to indemnify and to keep indemnified, the Council, its employees 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, in connection with the Hirers/Users/Permit Holders performance or purported performance of its obligations under this Agreement/Permit and be directly related to the negligent acts, errors or omission of the Hirer/User/Permit Holder.

The Hirers/Users/Permit Holders liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its employees or agents, contributed to the loss or liability.

Note: The above wording represents a Principals Indemnity offer on the part of the Hirer/User/Permit Holder to the Council.

|  |
| --- |
|  |
| You must, and must ensure anyone within the facility:* Comply with Covid-19 restrictions and requirements that are current at the time of hire.
* Complete with all applicable laws in relation to the Permitted Use.
* Comply with governing bodies regarding supervision, qualifications and transportation.
* Comply with instructions given by our staff in relation to the Facilities, Equipment and the Permitted Use.
* Do not interfere with use if the Facility by any other person.
* Do not behave in a way which is inappropriate, risky or detrimental to the safe enjoyment of the Facility by other.
* Do not hawk, sell, dispose of or supply any goods and services in the Facility.
* Do not erect or display with the Facility, any advertisement without written consent from Council.
* Do not bring or permit any alcohol beverage to be bought into the Facility unless prior written permission is approved from Council and the appropriate liquor license is obtained to Council’s satisfaction.
* Of not collect any monies in or adjacent the Facility grounds surrounding the facility this includes fundraisers.
* Do not permit radio or television broadcast, motion picture or other film, recording, audio or video tapes made of any activities or events in the Facility without written approval from Council and the relevant licensing authorities.
* Do not erect any marquee, hut, stall or similar structure in or adjacent to the Facility without prior permission from Council
* Do not sell offer or expose for sale or permit to be sold any refreshments, merchandise or other goods, massage or other service in associate with the Hire without he written permission from Council.
* Do not bring or permit to be bought into the Facility any dangerous goods or hazardous substances, including glass containers. Management reserves the right to confiscate any glass containers.
* Do not use high voltage cables or electrical equipment on any pool deck at the Facility.
* Do not undertake diving unless and until a qualified Swim Teacher or Swimming Coach has previously assessed the ability of participants and is actively supervising the diving being undertaken.
* Do not smoke in or in close proximity to Murrindindi Shire Council facilities
* Do not allow body paint or streamers in the pool vessel.
* Keep all emergency exit doorways and passageways clear of obstruction at all times.
* Ensure all rubbish is deposited in bins provided. Excess rubbish must be tale away by the Hirer.
* Any group hiring after 6pm is requested to put the solar blankets on the pool. Pool staff will advise how this is to be done and if mats are not to be put on due to high temperatures.
 |