

Guidance Notes

**Swimming Pool Operations & User Agreement -
Version 4 July 2019**

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DOCUMENT CONTROL

VERSION NO.	DETAILS	ENDORSEMENT
Version 1	<ul style="list-style-type: none"> Created 	July 2007
Version 2	<ul style="list-style-type: none"> Inclusion of Attachment 1 Swimming Pool Agreement Reference to NHMRC Guidelines for Managing Risks in Recreational Water General Editing 	October 2009
Version 3	<ul style="list-style-type: none"> Reference to new Risk Management Standard 	Feb 2011
Version 4	<ul style="list-style-type: none"> Changes to Disclaimer, Proprietary Nature of Disposal, Copyright, Update reference to new Risk Management Standard, Update references to RLSSA GSPO, minor formatting 	July 2019

INTRODUCTION

This document has been written from the perspective that councils already own and operate or contract out the management of an existing swimming facility.

For councils wishing to construct a new public swimming facility, this should be undertaken in accordance with Australian Standards, Building Codes and Guidelines as outlined in the Reference section of this document.

Costs of operating a swimming facility may significantly exceed any revenues received, councils must not reduce the level or quality of service provided, potentially increasing the risk to staff and/or the public.

Council, as the asset owner may consider transferring the operational management to a contracted third party, however must ensure the facility is managed appropriately and the level of care and service provided shall at least meet minimum standards applicable.

Council should conduct annual risk assessments on each facility to identify all potential hazards/risks and put in place controls to either eliminate or mitigate those identified risks. ISO 31000:2018 Risk Management – Guidelines clearly set out the risk assessment process. Statewide supports the engagement of Royal Life Saving Australia to conduct site specific audits of all swimming facilities.

Council should ensure detailed records are completed and stored in councils' corporate record system to provide a comprehensive audit trail of decision making, maintenance, inspection and management of the facility.

It is not the purpose of this document to replace information already addressed in other industry based publications such as the OLG Practice Note 15 – Water Safety, or the Royal Life Saving Society Australia Guidelines for Safe Pool Operations.

This Guidance Note has been written to provide councils with practical assistance to manage their public liability risks.

BACKGROUND

NSW Local Government Act 1993 empowers councils to “provide facilities appropriate to the current and future needs of the local community and the wider public” (Section 24) and to “manage public land” (Part 2, Chapter 6).

Public swimming facilities can be managed by council or by another person or group by way of a lease, licence or other arrangement. If the latter applies, councils should ensure operators do so in a way that is clearly defined and satisfies councils’ requirements.

Statewide Mutual, as the major provider of Public Liability cover for NSW Local Government, has identified swimming facilities as a major public risk exposure following a number of serious injuries to members of the public.

Every year, Royal Life Saving produces a National Drowning Report. This report examines the factors that contribute to drowning deaths in Australia by examining who, where, when and how people have drowned in Australian waterways over the last year. Royal Life Saving has produced a National Drowning Report every year since 1995. You can find all the National Drowning Reports in the searchable database at;<https://www.royallifesaving.com.au/facts-and-figures/research-and-reports/drowning-reports>

There is an expectation from the public that, when using public swimming facilities, they will not be placed in harm. Councils and contracted managers should have systems and procedures in place to ensure this expectation is met.

Practice Note 15 – Water Safety was developed by the NSW Department of Local Government, in 1998, to assist councils in exercising their water safety functions. This document is regularly updated to ensure it reflects current knowledge levels, training standards and legislative requirements. Councils should ensure application of the most current requirements at all times.

RLSSA initially released Guidelines for Safe Pool Operations in August 1991 and has revised them constantly to keep pace with changing legislation, standards and knowledge. As at the date of this publication the following categories of guidelines have been developed:

1. General Operations.
2. Technical Operations.
3. First Aid.
4. Facility Design.
5. Supervision.
6. Low Patronage Pools.
7. Programs.

Reference should be made to the RLSSA website for up to date information regarding the Guidelines.

RLSA is able to conduct audits of swimming facilities against the Guidelines for Safe Pool Operation. RLSA can be contacted at <https://www.royallifesaving.com.au/>

Practice Note 15 – Water Safety, Guidelines for Safe Pool Operation and the Statewide Mutual Best Practice Manuals and CIP - Self Audit are the principal documents used to develop this Guidance Note.

GENERAL PRINCIPLES

Statewide Mutual is the major provider of public liability cover for NSW Local Government, as such the focus of these guidelines is principally from a public liability perspective. To support this reference to other documents has been included to demonstrate application of a systems approach to managing associated risks.

This document assists in identifying key elements required to manage associated risks of swimming facilities. This does not preclude councils from adopting controls above that which is considered minimum requirements,

Council should adopt a systematic and comprehensive risk management approach to the management of all risks. This is especially relevant when dealing with water safety risks and strategies developed and implemented to control these risks. This is demonstrated in the International Standard ISO 31000:2018 Risk Management – Guidelines.

PROCEDURAL APPROACH

Understanding the Facility

In managing any facility, it is important to know exactly what it is you are managing.

Council or a contracted swimming facility manager should select and document an appropriate methodology to determine key factors that could impact on its operations.

According to Practice Note 15 – Water Safety, some factors to be considered are:

- Number of patrons.
- Characteristics of patrons, for example, age and swimming ability.
- Design of the facility and the impacts this has on visual surveillance of patrons.
- Size and shape of pools
- Nature of activities available such as diving towers and water slides, aqua aerobics, and learn to swim classes.
- Work health and safety considerations for employees, volunteers and contractors.

This information is similarly addressed in Statewide Mutual Best Practice Manual – Signs as Remote Supervision, where reference is made to the development of Frequency of Use and Population Ratings, which result in calculation of a Facility Visitation Rating (FVR).

Facility Visitation Rate is extremely useful in determining staffing levels and signage requirements.

It is important this information is recorded and kept in councils' corporate records system and regularly reviewed to ensure it remains current and relevant.

(See also Statewide Mutual Best Practice Manual – Gathering Information for Incident Management

Supervision Staffing and Resourcing

Section 5.4 of the Practice Note 15 – Water Safety covers the “Number of trained water safety personnel” that should be on hand. Councils must carefully determine their own level of staffing requirements for each facility.

RLSA Guidelines for Safe Pool Operations makes recommendations in relation to minimum supervision requirements. It suggests possible ratios for lifeguards to people in the water, taking into account such issues as line of sight, pool shapes and sizes and patronage numbers. It also recommends a risk assessment should be conducted before establishing appropriate lifeguard ratios.

If councils opt to provide unsupervised or limited supervision at facilities, it must be vigilant to ensure implementation of a risk management approach and has considered all relevant factors.

It should be noted it is not the preferred option of Statewide Mutual or the RLSSA for councils to provide unsupervised facilities.

See also Signage section

RLSSA Guidelines for Safe Pool Operation – Aquatic Supervision – Aquatic Supervision Planning SV1 – SV7.

Documentation and Record Keeping

Accurate and detailed records should be maintained for each facility and stored in councils' corporate record system. This includes records from any third party involvement.

Records to be kept may include but are not limited to the following:

- External and internal training records.
- Operational inspections.
- Accident/incident reports.
- Maintenance records.
- Water quality testing records.
- Lease agreements with facility management, kiosk and swimming clubs.
- Hire agreements with schools, professional coaches and community groups.
- Risk assessments.
- Operations manual, procedures and policies.
- Timesheets.
- Attendance records including number of patrons in facility and number of patrons in the water.

Training and Qualifications

Refer to Practice Note 15 – Water Safety – Section 5 for minimum standards for the training of water safety personnel. It is the responsibility of management of the swimming facility to ensure the currency of each staff members' qualification and to arrange subsequent re-training as required.

It may be necessary for staff to receive additional internal or external training to assist in fulfilling their responsibilities. Records should be kept for all training completed, together with any expiry dates and refresher training requirements.

Internal training may include such things as how to follow internal procedure documents, operating manuals or standard operating procedures for various plant and equipment used at the facility.

Inspections

Regular inspections should be conducted and records kept. It is recommended a checklist be developed to ensure relevant items are noted and inspected. Frequency of inspection should also be determined in line with all regulatory requirements and the Facility Visitation Rating.

For example minimum inspection frequencies as per existing guidelines state change rooms and toilets should be checked and inspected at a minimum of 30 to 60 minutes at random intervals – *Guidelines for Safe Pool Operation – Aquatic Supervision – SV27 – Supervising Isolated Areas*.

Items to be inspected, with records maintained of those inspections and the frequency of inspection could include the following:

- Water surveillance.
- Plant room.
- Concourse.
- Change rooms and toilets.
- First aid room.
- Grounds.
- Kiosk.
- Reception.
- Signs.
- Storage rooms.
- Recreational equipment.
- Office area.
- Emergency equipment.

Checklists should clearly identify the location of the facility, date, time of inspection, item inspected, condition and any proposed actions. Completed checklists should be signed off by the Pool Manager.

Signage

Councils are encouraged to refer to Statewide Mutual's Best Practice Manual – Signs as Remote Supervision to assist in development of appropriate signage.

It is recommended councils adopt a signs policy which clearly states its position in relation to style, type and size of signage to be applied.

Councils should ensure signage at the entrances to facilities are appropriate and accurately inform patrons of potential hazards and their responsibilities.

Items to be included on entry signs may include the following:

- Name of the facility.
- Address of the facility.
- Hours of operation.
- Supervision offered at the facility.
- If restricted supervision, then hours of supervision should be clearly conveyed.
- Emergency contact arrangements (if unsupervised location).
- Supervision of Children i.e.: Children under the age of 10 should not be allowed entry unless under the active supervision of a person 16 years or older.
- Hazards and prohibition symbols identified by risk assessment.
- Patrons' responsibilities.

Council should assess requirements for additional signage placements including pool grounds, change rooms and pool concourse, to ensure patrons are reminded of their expected behaviour.

It is recommended signage details for each swimming facility is maintained within a signage register. This will ensure staffs are aware of how many signs should be in place and the detail of each sign. Signage requirements, just like procedures and risk assessments, should be routinely reviewed to ensure they are current in content, and are effective.

(Refer Statewide Mutual Website www.statewidemutual.com.au for examples of signage)

Depth Markers

Water depth should be indicated on the face of the pool, above water, at each end and where depth varies over the length of the pool, or within close proximity and visibility of the pool. Where pool design does not allow for this, depth markers should be located as close as possible to the edge of the pool and be visible from the pool surrounds and from in the water.

All water depths must be recorded and displayed in metric measurements.

Diving

Due to the potential for injury by diving in shallow water, RLSSA, as part of their Guidelines for Safe Pool Operations, has developed the following guidelines specific for diving:

- Swimming, Water Safety and Aquatic Exercise Programs - SV 12 – Supervision for Safe Water Entry for Competitions.
- Swimming, Water Safety and Aquatic Exercise Programs – SV13 – Supervision of Safe Water Entry for Recreational Swimming.
- Aquatic Supervision – SV26 – Supervision of Diving Towers and Springboards.

In relation to recreational swimming, diving must not be permitted in water depth of less than 1.8m from the side of the pool, or 2.0m if from starting blocks.

Diving may only be permitted in depths less than 2.0m for competition or training squads, provided all participants have received instruction and been warned of the depths (*Refer SV12 for more detail*). To assist with management of this, signage, with words to the effect, “*Warning: Dive Entries Permitted by Trained Swimmers under Supervision Only*”, should be erected.

Where the pool has been sectioned off to separate recreational from competition, training or learn to swim groups, the pool should be managed as a pool where diving shall not be permitted in water depth of less than 1.8m from the side of the pool, or 2.0m if from starting blocks. It is not desirable to have one group diving and the other not diving at the same time.

It is strongly recommended that competition entry forms, lease and hire agreements be amended to contain reference to diving restrictions.

Lease and Hire Agreements

Lease agreements should be completed for any lease arrangement relating to the facility.

Such leases may be for the management and operation of the facility, kiosk or other associated part thereof.

This lease should clearly cover the scope of the arrangement, including the allocation of the operational responsibility and authority, and the measures to monitor performance and compliance to the agreement.

Some things to consider within the scope of the lease for the management and operation of the facility include:

- Minimum staffing numbers.
- Responsibility for and frequency of maintenance, inspection and water testing activities.
- Compliance with legislation, standards, industry guidelines, including audits.
- Administration - insurance, bookings, record keeping.
- Operating manuals and other documentation requirements.
- Hours of operation.

Where a third party has operational management responsibility of the facility it is recommended a condition be written into the lease requiring the contractor to submit to a regular audit of their operating systems. This audit could be undertaken by council or an independent third party such as RLSSA.

A lease agreement should also be considered for swimming clubs. They may have club rooms allocated to them and may store their own records, trophies and equipment on site.

Hire agreements should be completed and signed in relation to one off and regular users such as schools, professional coaches and community groups. This should also stipulate their responsibility, authority and accountability in relation to participants under their control and in relation to the facility itself (litter control, supervision, diving etc). An example of a hire agreement is incorporated in this document as Attachment 1.

Insurance requirements should be clearly stipulated and required for both lease and hire agreements (check with your JLT Account Manager for recommended minimum coverage requirements).

Councils should seek legal advice regarding final wording of any lease or hire agreements.

Water Quality Testing

For chlorinated public swimming pools, councils must ensure the quality of pool water is maintained within the required parameters.

A systematic and regimented program of testing must be in place. This program should be well documented, and staff trained in how to take and interpret samples and how and where to record results.

Where the water in a swimming facility is not chlorinated, such as an ocean pool relying on tidal refreshing of the water, or an enclosure in a river or other natural feature, Council should develop and implement a process of monitoring and testing, in order to be satisfied that the water quality is consistent with standards for human contact. Guidance can be sought from the National Health and Medical Research Council's Guidelines for Managing Risks in Recreational Water 2008, in particular from Chapters 5, 6 and 7.

Councils should ensure procedures are in place to enable staff to respond appropriately to unacceptable test results. In situations where the swimming facility relies on natural process to maintain the quality of the water, and impacts on those natural processes are causing the deterioration of water quality it may be necessary to close the swimming facility until water quality returns to an acceptable level. This will require monitoring and testing to establish when the water is suitable for human contact.

Practice Note 15 – Water Safety and NSW Health - Public Swimming Pool and Spa Advisory Document 2013 provide advice and assistance in the management of water testing.

(Refer also to Emergency Procedures section below).

Water Slides, Diving Boards and Floating Recreational Items

Water Slides are required to be registered as amusement devices, under the Amusement Devices Regulations, unless they are dry. Councils will be required to maintain evidence of registration at all times.

Development of operational procedures, together with direct supervision of a water slide whilst operational, is considered the minimum requirement.

Operational procedures should be in place and staff trained in the correct installation, management and removal of floating recreational items. This includes correct anchoring in accordance with manufacturers specifications.

All water slides, diving boards and floating recreational items should be subject to regular inspection and maintenance, in accordance with manufacturer's instructions. Councils should keep and maintain appropriate records to demonstrate the existence of a system. If manufacturer's instructions are unavailable, then a risk management approach based on local risk factors should be used to determine inspection and maintenance schedules.

Refer also to Supervision (Staffing/Resourcing) and RLSSA Guidelines for Safe Pool Operations:

- Aquatic Supervision – SV20 – Supervision of Floating Play Equipment
- Aquatic Supervision – SV 21 – Supervision of Inflatable Play Equipment
- Aquatic Supervision – SV24 – Supervision of Interactive Water Play Areas
- Aquatic Supervision – SV27 – Supervision of Wave Pools
- Aquatic Supervision – SV28 – Supervision of Lazy Rivers

Aquatic Supervision – SV29 – Supervision of Waterslides

Emergency Procedures

Staff should be aware of the obligations to maintain a safe environment and be trained in emergency procedures. Where the facility has multiple staff on duty, each should clearly know who assumes the various roles in any given situation. This may extend to include kiosk staff.

Where you have only one staff member, they must ensure when dealing with one situation, they do not create another. Procedures should clearly spell out what action should be taken and when.

Types of emergency situations may include (but not be limited to) the following:

- Natural Disasters – lightning, hail, storm.
- Contamination of water.
- Drowning and rescue.
- Spinal injury or death.
- Heart attack or medical emergency.
- Equipment failure plant room, pump.
- Fire or robbery.
- Electrical failure.
- Major Chemical spill or gas leak.
- Bomb threat.

Emergency plans should be reviewed and tested annually.

Training records, team minutes etc should be kept to record staff qualifications and understanding of current procedures.

Refer RLSSA Guidelines for Safe Pool Operation – Emergency Planning

Playgrounds, BBQ and Picnic Areas

Where facilities contain playground equipment, BBQs or picnic areas, pool staff should ensure these items are captured and recorded. It is recommended these items be included within councils' asset inventory. Alternatively, the asset inventory for these items could be included in the Facility Operations Manual if values do not warrant inclusion on councils' overall asset management system.

Regular inspections should be carried out by appropriately trained staff and routine maintenance should be conducted in accordance with manufacturer's instructions. Pool staff may be trained to conduct basic visual inspections of playground equipment and other assets, in addition to those regular scheduled inspections.

Records must be kept for all types of inspections and maintenance in council's record system

Disabled Access

Where disabled access is provided to the pool, then the appropriate legislation and standard dealing with the issue needs to be addressed. If mechanical devices are used to lift disabled persons into or out of the pool, then records should be kept concerning any maintenance and inspections undertaken.

Refer to RLSSA Guidelines for Safe Pool Operations – Aquatic Supervision – SV17 – Supervision of People with Disabilities

AS 3979:2006 Hydrotherapy Pools

AS 1428 (Set) 2010 – Design for Access and Mobility SET.

Shade

All swimming facilities should provide sufficient shaded areas for patrons, such as grandstands, change rooms and shelters.

Council may also wish to erect shade over toddlers pools and playground equipment. Consideration should be given to any potential loss of supervisory vision in any construction.

Council should refer to the NSW Cancer Council publications: Guidelines to Shade.

First Aid

The RLSSA Guidelines for Safe Pool Operation – Safety Equipment – SE4 – First Aid Kits and SE8 – First Aid Facilities provides details which are above the minimum required under the WHS Regulations 2017. It is recommended that councils adopt the RLSSA list.

REFERENCES

- Civil Liability Act 2002
- Local Government Act 1993
- WHS Regulations 2017
- ISO 31000:2018 Risk Management - Guidelines
- AS 2416:2010 – Water safety signs and beach safety flags
- AS 3979:2006 – Hydrotherapy Pools
- AS 1428 (Set) 2010 – Design for Access and Mobility SET
- NSW Health - Swimming Pool and Spa Advisory Document
- RLSSA - Guidelines for Safe Pool Operation:
 - Aquatic Signage
 - Aquatic Supervision
 - Asset Management
 - Emergency Planning
 - Facility Design
 - Incident Management
 - Risk Management
 - Safe Design
 - Safety Equipment
 - Swimming Pool Design
 - Swimming, Water Safety and Aquatic Exercise Programs
- Guidelines for Managing Risks in Recreational Water (National Health and Medical Research Council) 2008

First Aid

RLSSA – Guidelines for Safe Pool Operations – Safety Equipment

- SE4 – First Aid Kits
- SE8 – First Aid Facilities

Supervision

- RLSSA Guidelines for Safe Pool Operation – Aquatic Supervision
 - Supervision of Aquatic Users
 - SV13 – Supervision of children (under 10)
 - SV14 – Supervision of older persons
 - SV15 – Supervision of non and weak swimmers
 - SV16 – Supervision of people with disabilities
 - Supervision of Aquatic Environments
 - SV20 – Supervision of Floating Play Equipment
 - SV21 – Supervision of Inflatable Play Equipment
 - SV23 – Supervision of Pool Concourse Areas
 - SV24 – Supervision of Interactive Water Play Areas
 - SV25 – Supervision of Diving Towers and Springboards
 - SV26 – Supervising Isolated Areas
 - SV27 – Supervision of Wave Pools
 - SV28 – Supervision of Lazy Rivers
 - SV29 – Supervision of Waterslides
 - Swimming, Water Safety and Aquatic Exercise Programs
 - SV12 – Supervision for Safe Water Entry for Competitions
 - SV13 – Supervision for Safe Water Entry for Recreational Swimming
- NSW Cancer Council – Guidelines to Shade

- Practice Note 15 – Water Safety (Office of Local Government)
- Statewide Mutual Best Practice Manual – Signs as Remote Supervision
- Statewide Mutual Best Practice Manual – Gathering Information for Incident Management

SAMPLE DOCUMENT LINKS

Statewide Mutual Website: www.statewidemutual.com.au

Division of Local Government Website: www.olg.nsw.gov.au

Royal Life Saving Society Australia: www.nsw.royallifesaving.com.au

Aquatic and Recreation Institute <http://arinsw.com.au/>

NSW Cancer Council: www.cancercouncil.com.au

Australasian Legal Information Institute: www.austlii.edu.au

National Health and Medical Research Council: www.nhmrc.gov.au/index.htm

APPENDICES

Appendix 1 Swimming Pool User Agreement Template

Swimming Pool User Agreement

Parties

xxx Council

ABN Number xxx

Address xxx

And

xxx User

ABN Number xxx

Address xxx

Dated

xxx

Page 1

Initial ____

1. Introduction

- 1.1 Council is the owner and operator (amend if contractor is engaged) for the swimming pool complex known as xxx and is situated at xxx
- 1.2 The user wishes to use the xxx pool
- 1.3 Council has consented to the user using the xxx pool 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 acknowledge 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 xxx 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 xxx Council a person(s) able to be contacted at all times by xxx Council, together with all reasonable contact details requested by xxx 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 xxx Council shall be the xxx Council Pool Manager in most cases and, in the event that the Pool Manager is unavailable, the General Manager of xxx Council will be contactable.

4. Insurances and Indemnities

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 xxx pool and the activities carried out at the xxx pool for a minimum amount of \$ xxx. The relevant policy or policies shall name xxx Council as owner and any persons designated by Council as mortgagee or otherwise and the user. The user/ hirer shall deliver to xxx Council on demand a copy of the relevant policy and a current certificate of insurance. The user/ hirer unconditionally releases xxx 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 xxx 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 xxx pool.
- 4.3 The user/ hirers' liability to indemnify xxx 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. 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 xxx pool complex.
- 5.1.1 Ensure that all persons swimming at the xxx pool during the time of the User's use under this agreement, pay the usual entrance fee charged by Council to patrons of the xxx pool.
 - 5.1.2 Not erect any structure or permanent fixture at the xxx pool without the written consent of xxx 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 xxx pool complex at their own risk.
- 5.4 Ensure that all persons using the xxx pool do so 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 xxx pool complex and swimming in suitable swimming attire. (add others as applicable)
- 5.5 Remove, or cause to be removed, any persons from the xxx 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 xxx pool including all grounds and surrounds and other parts of the xxx pool 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 xxx 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 xxx pool.
- 5.8 Ensure after each use, the xxx pool 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 **xxx Council** return all keys held by or on behalf of the User to Council.
- 5.10 Comply with all reasonable directions of authorised Council staff in its use of the **xxx pool**.
- 5.11 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.12 Children must be accompanied by an adult. Responsibility for behaviour and safety of children is that of parents/ supervisors or carers in attendance.

6. The User, Hirer, Responsible Persons acknowledge and understands the following:

- 6.1 The **xxx pool** 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 **xxx pool** by the Responsible Person;
- 6.3 Responsibility for the supervision and care of persons brought into the **xxx pool** 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 **xxx pool** 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 **xxx pool** by persons to be brought in to the **xxx pool** 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 **xxx pool** 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 **xxx 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 **xxx 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 **xxx pool**.
- 6.10 Unless hired exclusively, the **xxx pool** and **xxx pool** complex may be utilised by other members of the public at the time as the hirer.

7. Emergency Procedures

- 7.1 A copy of xxx Council's xxx pool emergency procedures diagram will be given to user/ hirer at the time of signing agreement.

8. Executed as an Agreement

Executed for and on behalf of

xxx Council

By a duly authorised officer in the presence of

Signature of Witness

Signature of xxx

Name of Witness

Name of xxx

Executed for and on behalf of

xxx user/hirer

ABN

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

Signature of Witness

Signature of xxx

Name of Witness

Name of xxx

Appendix A

Times

Times are allocated at the discretion of the **xxx pool** 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 Pool Manager, **xxx**.

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

(Example)

Table 1 : Times Allocated	Exclusive use of 25m Pool	Shared use of 25m Pool/Lanes
Monday to Thursday	4:30am – 5:30am (By prior arrangement)	4:00pm – 5:00pm 7:00pm – 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.

(Example)

	Exclusive Use (By prior arrangement)	Shared Use
Lane 1	X	X
Lane 2	X	X
Lane 3	X	
Lane 4	X	
Lane 5	X	
Lane 6	X	

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 **xxx Council** and **xxx pool manager** (e.g. banners to be erected, car access to site to drop off equipment etc.)

(Requested by)

Name: _____

Signature _____

Date _____



CONTACT

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