



## Hire Agreement for Users of Council's Aquatic Centres (within opening hours)



GROUP/ORGANISATION	
CONTACT NAME	
CONTACT NUMBER	
ADDRESS FOR INVOICE	
EMAIL	

### BOOKING DETAILS

BOOKING DATE	
BOOKING TIME	
IS THIS REOCCURRING	Yes/No      Start: _____      Finish: _____
APPROX. NUMBERS	
POOL/S REQUIRED	Please circle    50m    25m    Program
ENTIRE POOL OR LANE HIRE ONLY	Please circle    Entire Pool    Lanes only No. of lanes required _____

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## **COSTS**

Pool Hire (Includes Entry)

\$128.00 PER HOUR (Private / Commercial)

*Please note you are hiring the lane and not the facility. Individuals will also need to pay pool entry.*

## **TERMS AND CONDITIONS**

- If Coaching or instructing, the hirer must provide copies of the qualifications held by the nominated coach or instructor prior to attending the centre. Qualifications must remain current at all times.
- The coach or instructor must hold a current first aid qualification or nominate a person who shall attend during the hire period and act as a first aid officer and provide a copy of their qualification to the centre prior to attending.
- Any signage, lap lane markers, or promotional material displayed at the Centre must first be approved by Centre Management.
- Any incidents/accidents must be reported to the Centre Coordinator or Aquatic Manager as close to the time of incident/accident as possible.
- All walkways must be kept clear at all times.
- Access to all plant rooms and amenities must be always kept clear.
- Supervision and conduct of participants is responsibility of the hirer during the hire period.
- All office, kiosk, plant rooms and staff areas are not to be accessed, this includes the Learn to Swim office area.
- Entry and exit gates must always remain clear.
- Participants are only to use the pool/lanes designated to them at the time of hiring.
- Hirer's must complete a site induction, including the first aid room and supplies prior to attending the Centre.
- The First Aid Room will remain available throughout the hire period and should only be accessed by the allocated First Aid officer or trained representative.
- All fire extinguishers are to remain accessible and always kept clear.
- Participants are required to comply with any conditions of bookings that are advised to them by Aquatic Centre staff.
- Use of the Aquatic Centre facilities are to be undertaken at all times in a courteous and considerate manner mindful of the needs of other users.
- Active participants involved with a hire agreement are to vacate the hired lanes/pools as soon as possible following their allocated times.
- The hire period ends at the end of the period nominated at the time of hiring.
- Participants and organisers will only enter the Aquatic Centre through the correct access points.
- Program organisers will sign an attendance book as required by Aquatic Centre staff.
- Hirers must pay hire fees to Council in accordance with the Council's standard terms outlined in the invoice that will be sent to the hirer.

### **Allocated representative/First Aid Officer**

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_

***Please supply full names and attach copies of current qualifications including: First Aid Qualifications, blue card, instructor or coach qualifications***

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### User/Hirer Warrants

The user warrants to Council that all certificates, registrations and accreditations as required to be held by the User which relates to any swimming, diving or other water-based activities, are valid and current throughout the entire term of this agreement and any extensions thereof. The User acknowledges that Council retains the right to terminate the hire agreement at any time for any reason without notice.

### Responsible and Contact Person

The hirer shall nominate in writing to the Aquatic Centre Supervisor/s, a 'Responsible Person/s' who will ensure that the terms and conditions of this hire agreement are adhered to. For the purpose of administering this agreement, the hirer shall nominate in writing to the Aquatic Centre Supervisor/s a person/s able to be contacted at all times by Council, together with all reasonable contact details requested by Council. The hirer shall be expected to ensure all contact details remain current.

For the purpose of this agreement, the contact person for Council shall be the Site Supervisor or the relief Supervisor. In the event that contact with afore mentioned is not possible or there is clarification required on the Fraser Coast Council's position on a matter, the Aquatic Manager will be the secondary contact person.

### 1. INSURANCE

- 1.1 The Hirer must take out and maintain public liability insurance in an amount not less than \$20 million in respect of any one occurrence. ;
- 1.2 Each public liability insurance policy must insure the Council and the Hirer for their respective rights and interests and for their liability to third parties arising out of or in connection with the hire agreement. The hirer's policy must contain a terms stipulating that it insures the Council and the Hirer as if a separate insurance policy were issued to each of them.
- 1.3 The public liability insurance policy must contain a waiver of subrogation clause waiving the insurer's right of subrogation in respect of claims against co-insured parties.
- 1.4 Each insurance policy must:
  - (a) limit the insurer's entitlement to avoid the policy to be available only against whichever of the insured has actually breached its obligation of disclosure or an obligation under the policy;
  - (b) provide cover on terms which are satisfactory to Council; and
  - (c) Remain current at all times during the Term.
- 1.5 If an insurance policy obtained by the Hirer provides for a deductible, the Hirer must pay the policy deductible in the event of a claim by Council.
- 1.6 The Hirer must promptly pay all policy premiums, stamp duty, GST and other money entailed in maintaining any insurance required under this Clause 1 and must immediately notify Council of any changes to the policy terms or cancellation of the policy.
- 1.7 The Hirer must inform the Council in writing of any claim or of the occurrence of any event that may give rise to a claim under any policy of insurance effected pursuant to this Clause 1 within 7 days thereof and must ensure that the Council is kept fully informed of subsequent actions and developments concerning the event or claim.
- 1.8 The hirer must provide Council with a current copy of the insurance policy schedule and terms and conditions whenever requested to do so by Council.
- 1.9 This Clause 1 shall survive termination or expiration of the Agreement.

### 2. RELEASE AND INDEMNITY

- 2.0 The Hirer will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the Council or any officer, servant or agent of the Council arising from the unlawful or negligent acts or omissions of the Hirer, its employees, visitors, invitees and subcontractors or agents, under the hire agreement.

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- 2.1 The Hirer releases and indemnifies the Council and all officers, servants and agents of the Council from and against all actions whatsoever and howsoever arising which may be brought or made against any of them by any person, including the Hirer, arising from:
- Any willful or negligent act or omission of the Hirer or any person for whose conduct the Hirer is liable; and
  - Any unlawful or negligent act or omission of the visitors, invitees or licensees of the Hirer; and
  - death, injury, loss or damage suffered by the Hirer, its employees, subcontractors or agents, or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of the Council or any officer, servant or agent of the Council.

### 3. HIRER OBLIGATIONS – THE HIRER SHALL:

- 3.0 Ensure the terms and conditions of this agreement are made known to all persons, and where required their parents/guardian/hirer/responsible person(s) prior to entering the facility.
- 3.1 Complete a risk assessment prior to use of the facility and retain a copy for your records. The site supervisor can ask for the assessment to be presented at any time.
- 3.2 Ensure that all persons using the facility do so in an orderly and well-behaved manner including but not limited to; No running, No alcohol/drugs, No smoking, No glass, No food or drink in the water, No animals are permitted and suitable swimming attire to be worn.
- 3.4 Keep all grounds and surrounds and other areas 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 Centre.
- 3.5 Abide by all pool rules including; no diving under 1400mm, no running within the Centre, no bombing, no flips, no behaviour that risks the wellbeing of themselves or those around them.
- 3.6 All children under the age of twelve (12) must be accompanied by a person sixteen (16) years or older. The guardian is required to supervise the behaviour of the child while at the Centre.
- 3.7 All children under the age of five (5) must be accompanied by a person sixteen (16) years or older. The guardian is required to remain within arms-reach of the child at all times while in the water. Hirers are responsible for maintaining proper student to instructor ratios during coaching sessions and must maintain a list of participants and their guardians, if applicable.
- 3.8 Ensure that all obligations in relation to occupational health and safety are performed and that all plans, equipment and systems of work or use of the Premises are safe, and that all responsible persons are properly trained and that site hazard analysis and health and safety plans are documented.
- 3.9 Prominently display in the Premises a Safety Management Plan to ensure all people on site are aware of the process to follow in case of an emergency.

### 4. THE HIRER AND RESPONSIBLE PERSONS ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING:

- 4.1. Lifeguards that may be present within the Pool complex are not required to provide training, instructions or supervision of persons brought in to the Aquatic Centre/s by the User.
- 4.2. It is the responsibility of the hirer or responsible person(s) to obtain information regarding the skills of the persons it brings into the Aquatic Centre/s and to instruct/supervise those persons according to their skill set.
- 4.3. Obtaining and maintaining any permissions or consents required for the use of the Aquatic Centre/s by persons to be brought in to the Pool complex by the User, is the responsibility of the User or Responsible Person/s.
- 4.4. 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 Aquatic Centre by the Hirer and/or Responsible Person(s) of those risks rests with the Hirer and/or Responsible Person(s).
- 4.5. Responsibility for administering first aid in the event of an emergency rests with the Hirer and/or Responsible Person(s), though lifeguard assistance will be provided, where available.
- 4.6. 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 Pool complex.

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- 4.7. Unless hired exclusively, the Aquatic Centre/s may be utilised by other members of the public at the same time as the Hirer.
- 4.8. The Hirer is not permitted to adjust lane ropes, direct public patrons, utilise other areas that are not part of the booking or change their booking location unless permission has been given by the Aquatic Centre/s Staff. Doing so may incur further charges as listed in the Schedule of Fees and Charges

**5. UNFORESEEN CIRCUMSTANCES**

- 5.1 The Council aquatic centre staff reserve the right to alter or cancel bookings at short notice due to late bookings for major events or other unforeseen circumstances. Should this occur, every effort will be made to accommodate your bookings at an agreed time. If no time is available or a substitute time is not acceptable to the Hirer, then a pro-rata refund of the hiring fee will be made, at the Council’s current hourly hire rate.
- 5.2 Coaching/Swim Instruction (other) - any other form of coaching within the centre (e.g. personal training etc.) must first be authorised by the Site Supervisor.
- 5.3 Filming - any use of still or video cameras within the complex requires the authorisation of the Site Supervisor.
- 5.4 Hiring or lending of equipment - the hiring or lending of the swim centres equipment to organisations or individuals for use outside the centre are not permitted.

**6. CODE OF CONDUCT**

Based on the public sector ethics principles as outlined in the *Public Sector Ethics Act 1994*, we aim to work together to ensure;

- integrity and impartiality
- promoting the public good
- commitment to the system of government
- accountability and transparency

The hire agreement with Council will be re-assessed and can be cancelled if the Fraser Coast Regional Council deems that the hirer is working against the council’s processes and procedures. The Hirer will abide by decisions made by the Council and endeavour to work within all boundaries set.

.....  
Hirer

.....  
Signature

.....  
Date

.....  
Staff Member

.....  
Signature

.....  
Date

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