

Dubbo Regional Council Aquatic Leisure Centres

TERMS AND CONDITIONS OF USE AND HIRER/USER AGREEMENT INFORMATION:

Users must read all the information attached regarding Conditions of Use prior to signing the User Agreement and submitting a booking form. Any questions or variations requested must be in writing to the Aquatic Leisure Centres Manager via aquatic@dubbo.nsw.gov.au.

Bookings must be received *no less than 14 days prior* to the booking date to allow for sufficient staffing to be rostered.

CONDITIONS OF ENTRY AND HIRER/USER AGREEMENT.

1. **Terms and conditions of Entry**

- 1.1. Users agree to abide by the Dubbo Regional Council Conditions of Entry Policy and will assist staff to ensure members abide by these terms as well. Dubbo Regional Council reserves the right under The Local Government Act 1993, to remove a person from an aquatic facility for the refusal to comply with the Conditions of Entry. The DRC Aquatic Leisure Centre Conditions of Entry Policy can be found on the Dubbo Regional Website at www.dubbo.nsw.gov.au or displayed at the facility entrance.

2. **Bookings**

- 2.1. Bookings must be made by a person over 18 years of age. Proof of age may be required.
- 2.2. Booking dates and times are to be strictly adhered to, booking times should include allowances for bump in and bump out within the hire time period.
- 2.3. The allocation of hired areas of Aquatic Facilities will be under the instruction of the Booking Coordinator, Facility Manager or Senior Lifeguard in charge at the time. All hirers should be aware that other users and the general public may also be using the pool; Exclusive access cannot be given unless the facility has been previously booked accordingly. Sections of the facility however, may be restricted from the User to facilitate safety of all patrons at the time and to ensure supervision can be appropriately managed. Courtesy and tolerance of other users should be exercised at all times, any concerns should be raised in the first instance with Lifeguarding staff or the Facility Co-ordinator.
- 2.4. Hire fees will be charged in accordance with the Dubbo Regional Council Revenue Policy 2020/2021.
- 2.5. Dubbo Regional Council reserves the right to accept or deny any application prior to or after submission.
- 2.6. Dubbo Regional Council reserves the right to cancel a booking immediately by verbal or written notice for any breach of this Agreement or the DRC Aquatic Leisure Centre Conditions of Use Policy.
- 2.7. If a user group wishes to update, change or cancel a booking, they must give immediate verbal notice to Council and follow up confirmation in writing. The user group indemnifies Dubbo Regional Council in relation to loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever and howsoever arising in respect of the user group not proceeding with the event or any competition forming part of the event or any breach of these terms and conditions for events by the user group except to the extent that such liability is caused by the negligence of Dubbo Regional Council.

3. **Lane Hire**

- 3.1. People, user groups or hirers that wish to maintain *exclusive* use of any part of the swimming pool and its facilities will be charged a hire fee.
- 3.2. This does not include any school groups participating in a sporting program under the direct supervision of a school teacher with the correct qualifications.
- 3.3. School groups are still required to complete an application form to secure lane space and students are required to pay entry fees as stated in the applicable Dubbo Regional Council Revenue Policy.
- 3.4. Professional coaches and instructors (not employed by resident swim clubs or water polo club) are not permitted to conduct tuition and/or hire lanes at Dubbo Region Aquatic Leisure Centres. In some instances where specialist coaching is being provided for a specific purpose and for a limited time frame, application in writing will be considered and approved on a case by case basis.
- 3.5. Hire of the facility will be given with priority being given to
 - Programs conducted by Dubbo Regional Council
 - Approved Sporting Clubs utilising the facility for a full 'season'
 - Community groups conducting 'structured programs' or events
- 3.6. Hire changes apply to storage areas utilised by User Groups for the season in accordance with DRC Fees and Charges – 2020/2021

4. **Safety**

4.1. **Hirer responsibilities**

- 4.1.1. **GENERAL SAFETY OF MEMBERS** - DUTY OF CARE of members and/or event participants remains with the User and cannot be deferred to Facility Staff. Risk Management is an inherent requirement of the booking and Risk Management plans will be required for facility bookings as indicated under section 4.8 below
- 4.1.2. The user group or hirer is responsible for ensuring the event or booking is conducted in a safe manner, ensuring that all equipment bought into the facility for use during the booking period is in good condition, has been maintained as per the requirements of the manufacturer, is used in accordance with equipment instructions and is 'fit for purpose'. Council Staff have the right to restrict or prohibit use of equipment if it is deemed unsafe.
- 4.1.3. All fire exits and emergency access points must be kept clear at all times.

4.1.4. **FIRST AID** - the hirer must ensure it can provide as a minimum – First Aid for its members. At least one supervisor should be present during booking times who holds current First Aid and CPR. The hirer should also provide adequate First Aid supplies for general use of its members.

In addition Dubbo Regional Council will provide

- Supervisory staff support – (all Lifeguard staff hold current First Aid and CPR qualifications)
- Emergency Oxygen (stored in the First Aid room)
- AED – Automatic External Defibrillator (as directed on facility map and during site induction)
- Deep water spinal rescue equipment (as directed on facility map and during site induction)
- ICE (as directed during site induction)
- First Aid room with minimum emergency treatment capabilities (as stipulated by RLSSA GSP0)
- Additional First Aid supplies are located in the first aid room to supplement an organisations own first aid kit if required.

4.1.5. **SUPERVISION** - as a minimum Dubbo Regional Council shall have a lifeguard on duty to provide general supervision. However this lifeguard cannot be responsible for providing water safety to all participants at all times. It is the hirer's responsibility to provide additional water safety to ensure the health and safety of their participants. This includes providing ACTIVE SUPERVISION

- **Active supervision** is defined as consisting of four key elements:
 - Be Prepared – parents/carers should ensure they have everything they need before getting into the water such as towels and dry clothes
 - Be Close – parents/carers of children 0-5 years or non-swimmers should always be within arms' reach of their child
 - All Of Your Attention – parents/carers should focus all of their attention on their child and get into the pool and talk and play with them
 - All Of The Time – parents/carers should never leave their child alone in the water, nor should they be left in the care of an older child or the Lifeguard at the public pool
- User groups or hirers are responsible for ensuring ACTIVE SUPERVISION is provided at all times. Supervision provision should also allow for crowd control and direct supervision of all groups participants at all times whilst at the facility, this includes the supervision of the toilet blocks, Cafe lines, club rooms or multipurpose room at all times.
- User groups must provide a level of supervision as outlined by the peak body with respect to 'structured or unstructured' activities. Clear direction must be gained from the peak body (ie DET, RLSSA, Swimming NSW, State or National SSO's etc) regarding (but not limited to)
 - Staff qualification levels
 - Staffing numbers required
 - RLSSA recommendations regarding
 - Staff and student induction information
 - The challenge testing student proficiency
 - How to classify students
 - Any banding or colour coding (this information must be advised to the senior staff member on duty at the time to assist with supervision control)
 - Instructions required for special activities (ie diving)
- Groups or schools that are participating in unstructured aquatic activities should follow the Royal Life Saving Society Australia (RLSSA) guidelines which is available from the following link:
http://www.sports.det.nsw.edu.au/spguide/aquatic_activity/index.php

4.1.6. **"KEEP WATCH @ PUBLIC POOLS** is an integrated water safety program which aims to increase awareness of the strategies available to keep children safe when in, on or around public pools and aquatic facilities. The ultimate aim of the program is to eliminate all drowning deaths and near drowning incidents that occur in aquatic leisure centres, public swimming centres and pools. In the short term it is hoping to increase awareness of strategies to keep children safe, change attitudes about what is appropriate safety at public swimming pools and raise awareness about preventative strategies. It also aims to highlight the need for an increase in parental responsibility, rather than relying on pool lifeguards to babysit children." **Royal Life Saving Society Australia.** The Keep Watch @ Public Pools policy and the ages within it represent minimum standards that Royal Life Saving expects of public pools however Royal Life Saving encourages pools to adopt a higher standard. The minimum standards are as follows:

- Children (under 12 years) are not allowed entry to a DRC Aquatic facility unless under active supervision of a responsible person 16 years or older.
- Parents and carers should actively supervise their children at all times. As such, they should be dressed ready for action, including unexpected entry to a pool.
- Children 0 - 5 – For 0-5 years old and non-swimmers a parent or carer is in the water at all times within arms' reach of the child. It is best if you are engaging with your child i.e. playing with them, talking to them.
- Children 6 – 10 – For 6-10 years old constant active supervision is required. Parents should be actively watching their children and be prepared to get wet and enter the water with this age group.
- Children 11 - 14 – For 11-14 year olds it is recommended that parents check up on their child by physically going to the point where they are in or around the water.

4.2. Hygiene

4.2.1. Do not use the pool if you have had diarrhoea in the past two weeks

4.2.2. Close fitting swimming costumes must be worn at all times

4.2.3. Use the toilet and the shower (using soap) prior to entering the pool

4.2.4. Avoid swallowing or putting pool water in your mouth

4.2.5. Non-toilet trained infants –

- Must wear aqua-nappies (disposable or re-usable) with close fitting swimmers over the top

- Under no circumstances are regular nappies to be worn while swimming
- Should be taken to the toilet frequently
- Nappies are to be changed in the change rooms and not at the poolside
- The child should be showered properly after changing and the carer should wash their hands immediately afterwards
- Soiled nappies are to be disposed of in the bins provided.

4.3. **Drugs, Smoking and Alcohol prohibitions**

- 4.3.1. The use of drugs and alcohol is strictly prohibited under the Local Government Act 2011 and the Smoke Free Environment Act 2000. It is the responsibility of the Hirer to ensure that event attendees adhere to this requirement and support Council staff in enforcing this regulation if required.
- 4.3.2. Pass out for smoking may be requested however smoking must not occur within 10m of the facility entrance and rubbish must be disposed of appropriately (including cigarette butts). DRC aims to reduce exposure to tobacco and other smoke in public spaces. The policy aims to practically implement the requirements of the Smoke Free Environment Act 2000 and the Work Health and Safety Act 2011 to ensure and maintain a workplace that is free from risk to health and safety. Patrons who have left the facility and not requested a pass out may be required to provide proof of payment of entry prior to being allowed to return.

4.4. **Risk Management – requirements**

- 4.4.1. User groups or hirers are responsible for conducting their own risk assessment of Council's Aquatic Facilities and submit a risk management plan to Council at least seven days prior to the event.
- 4.4.2. The user group or hirer is aware and understands the work, health and safety requirements and immediately reports any accident, incident or near misses to the Pool Manager/Supervisor/Lifeguards and an incident form must be completed and provided to Council.
- 4.4.3. The user groups are responsible for inspecting all structures such as blocks, flags, lane ropes to ensure the safety of the facility prior to use.
- 4.4.4. It is the responsibility of user groups to have all appliances and electrical cords used in Council facilities tested and tagged in accordance with current Australian standards and regulatory requirements. Only one electrical appliance can be used in each power point and double adaptors are prohibited.

5. **Council Property and Care**

- 5.1. It is the responsibility of the user group or hirer for any damages to the facility, its fittings and contents, and the surrounding grounds that are caused by the user group or hirer, except for reasonable wear and tear. Dubbo Regional Council's costs of repair will be charged to the user group or hirer by invoice.
- 5.2. Any accidental damage or unsafe facilities or equipment should be reported to the pool supervisor upon discovery.
- 5.3. The user group or hirer is responsible for maintaining the cleanliness of the facility. The facility must be left clean and tidy and returned to the condition before the time of hire. Failure to comply with this regulation will result in the user group being invoiced for the 'actual costs' of litter control and/or additional cleaning if required.
- 5.4. The user group or hirer must not interfere with any electrical wiring, switchboard or sound equipment at the venue.
- 5.5. All marquees and signage erected must receive written approval from council as the marking of underground services may be required and incurs additional charges.
- 5.6. Use of private gas barbecues in aquatic facilities is not permitted unless Council provides written approval. The use of gas barbecues will only be permitted if public liability insurance provided which notes 'To cover fundraising events which include the use of gas barbecues'.
- 5.7. Council shall not be liable for any loss or damage sustained by the user group, firm or corporations entrusted to or supplying any article to the user by reason of such article being lost, damaged or stolen. The user hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article.
- 5.8. The user group shall at all times indemnify and keep indemnified the Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the facility for the purpose or in connection with the user's business activities in relation to the use, or at the invitation of the user, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to the negligence or any act or omission to the Council, its servants or agents or otherwise and the signed Application and Agreement Form, shall be deemed to be sufficient acknowledgement by the agreement to so indemnify the Council.

6. **Subletting**

- 6.1. User groups or hirers are not permitted to sublet any Dubbo Regional Council facilities to other user groups unless approved by Council.

7. **Food and Beverages/Sale of Goods**

- 7.1. The user group or hirer must not conduct a stall, kiosk, shop or booth in any form for the purpose of selling, dispensing or exchanging of any items, including goods, food and beverages unless approval is sought in writing and granted from Council prior to the event.
- 7.2. Glass objects or containers and alcoholic beverages are not permitted within any facility. It is the responsibility of the user to ensure this is enforced. Note that if broken glass enters a pool that pool will be closed until staff are assured no further risk exists.
- 7.3. Under the terms and conditions of entry NO COMMERCIAL FOOD OR BEVERAGES are to be bought into the facility this includes McDonalds, KFC & Pizza etc. Further the Cafe provides Barista Style Coffee, as such take away coffee cannot be bought into the facility during Cafe opening hours.

8. **Pool Closure**

- 8.1. Dubbo Regional Council reserves the right in its sole discretion to close the aquatic facility due to severe weather events or lightning (in accordance with the Severe Weather and Lightning Policy), water quality concerns (a breach of water quality parameters) or for any other reason Council determines is valid. As much notice as possible will be provided by DRC, however in some instances closures may be instigated immediately. Hirers will be required to assist staff to evacuate a pool or the facility as required. In some instances there may be no time to return to collect belongings.
- 8.2. Dubbo Regional Council reserves the right to cancel a booking at a facility if it considers the environment likely to be unduly damaged by use.

- 8.3. Dubbo Regional Council may require regular users to forgo a seasonal booking due to an event that may take higher priority in the opinion of DRC. As much notice as possible will be provided, and in some instances alternate times may be available.
- 8.4. Aquatic Leisure Centre Facebook page and direct contact with the facility will provide the most up to date information regarding closures.

9. Liability and Insurance

- 9.1. All business, not for profit and organisation hirers must hold a current Public Liability Insurance policy for a minimum of \$20 million which indemnifies Council from or against all claims arising from the user group or hirer's legal liability as a result of its occupation. A copy of a current Public Liability Insurance Certificate of Currency must be provided to Council at the time of the booking application and must cover the event period.
- 9.2. The user group or hirer must accept responsibility for any claim or damage to property or injury to persons which arises from their hire and use of the facility.
- 9.3. The user group or hirer accepts full responsibility for loss, damage or theft of any personal property, property stored at the facility or property on hire or loan.
- 9.4. User groups or hirers must ensure they comply with all legislative obligations relating to the use and occupation of the facility including (without limitation) workplace health and safety, environmental management and planning laws.