

Dubbo Region Aquatic Leisure Centres

TERMS AND CONDITIONS : FACILITY BOOKINGS

Users must read all the information attached regarding Conditions of Use prior to confirming their booking and signing the User Agreement. Any questions or variations requested must be in writing to the Aquatic Leisure Centres Manager via aquaticsmanager@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 Manager, Facility Coordinator 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 Coordinator.
- 2.4. Hire fees will be charged in accordance with the Dubbo Regional Council Revenue Policy 2022/2023.
- 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. *Safety*

3.1. *Hirer responsibilities*

- 3.1.1. **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

3.1.2. 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.

3.1.3. All fire exits and emergency access points must be kept clear at all times.

3.1.4. **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.

3.2. Risk Management – requirements

3.2.1. User groups or hirers are responsible for conducting their own risk assessment of Council's Aquatic Facilities

3.2.2. 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 Coordinator/Supervisor/Lifeguards and an incident form must be completed and provided to Council.

3.2.3. 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.

4. Council Property and Care

4.1. 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.

4.2. Any accidental damage or unsafe facilities or equipment should be reported to the pool supervisor upon discovery.

4.3. 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.

4.4. The user group or hirer must not interfere with any electrical wiring, switchboard or sound equipment at the venue.

4.5. All marquees and signage erected must receive written approval from council as the marking of underground services may be required and incurs additional charges.

4.6. Use of private gas barbeques in aquatic facilities is not permitted unless Council provides written approval. The use of gas barbeques will only be permitted if public liability insurance provided which notes 'To cover fundraising events which include the use of gas barbecues'.

- 4.7. 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.
- 4.8. 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.

5. Food and Beverages/Sale of Goods

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

6. Pool Closure

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. Aquatic Leisure Centre Facebook page and direct contact with the facility will provide the most up to date information regarding closures.

7. Liability and Insurance

- 7.1. Dubbo Regional Council's Public Liability Insurance Policy covers the respective rights and liabilities of the Dubbo Regional Council and its agents but does not cover any negligence attributable to the user group or person acting on the user group behalf. Accordingly, Dubbo Regional Council is to be indemnified for \$20 million against any claims for liability connected with the hirer's use and control of the area. A copy of the Licensee Public Liability Insurance Policy with specific cross liability clause inserted is to be submitted to Dubbo Regional Council prior to the event /activity with the Application Form.
- 7.2. 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.
- 7.3. 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.

7.4. 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.

AMENDMENT / TERMINATION OF AGREEMENT: This Agreement is valid for Sportsground for the area, purpose, day and time specified and the booking and may only be amended or supplemented in writing and signed by the Dubbo Regional Council. Council reserves the right to withdraw this sporting facility booking for any date(s) on giving one month's notice of its intention to do so.