

## Tatiara Swimming Pool Hire Form

<b>Applicant Details</b>
Contact Person:
Organisation:
Postal Address:
Contact Phone:
Email:

<b>Venue Hire</b>
Venue: Bordertown Swimming Pool / Keith Swimming Pool
Day(s) of Hire: Monday Tuesday Wednesday Thursday Friday Saturday Sunday
Date of Hire:
Time of Hire: _____ To _____
Total Hours of Hire:
Approximate numbers attending:
Hire Type: School / Squad / Private Tuition/ Carnivals/ Time Trial
Lifeguard required: YES NO
If NO who is your responsible person:
Canteen required: YES NO

Please note the following:

- If you are supplying the responsible person in charge, they **MUST** have completed Council's lifeguard update (SISSS00133) or equivalent. Subject to swimming pool induction and verification.
- Fees and chargers for hire are subject to Councils current fees and chargers' policy at time of hire.
- All School, Squad & Private tuition hire are subject to 'gate entry fees'.
- All correspondence including hire agreement approval and invoice for hire will be emailed to the applicant.

<b>General Conditions of Permit</b>
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1. The permit holder agrees that the Council, its servants, contractors, and agents shall not be liable for any loss, damage or injury occasioned to any person or property howsoever arising in the facility during the hire period.
2. The permit holder agrees to indemnify and to keep indemnified Council, its servants, contractors and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them arising out of or in relation to the issuing of this permit and the terms and conditions attached thereto.
3. The permit holder shall take out and keep current a public liability insurance policy in the name of the permit holder insuring the permit holder for the minimum sum of twenty million dollars (\$20,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the granting of this permit.

4. The permit holder shall provide confirmation to the satisfaction of the Council of such public risk insurance policy at least 14 days prior to the commencement of the period of hire unless the Council otherwise agrees in writing. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the Indemnity given by the permit holder.
5. The permit holder shall at all times be and remain solely responsible for the behaviour and safety of all persons (which includes but is not limited to competitors, officials or spectators) attending at the facility during the period of hire.
6. The permit holder shall ensure that all persons attending the facility conduct themselves in an orderly manner at all times during the period of hire. Any person not so behaving may be requested to leave the premises by the permit holder.
7. The permit holder shall provide appropriately qualified supervisors at all times during the period of hire.
8. The permit holder shall leave the facility, including change rooms, in a clean and tidy condition and shall ensure that all equipment used is returned to the appropriate places. Failure to ensure that the facility is left in a clean and tidy condition (including return of equipment) will result in the permit holder being charged a cleaning fee as determined by Council.
9. All applications for bookings must be made on this form and a contact person nominated. The permit shall not be valid until the applicant has received a signed copy of the permit.
10. The hire fee must be received by Council, if demanded, at least 14 days prior to the date of hiring unless Council otherwise agrees in writing. Failure to comply with this condition may result in the cancellation of the booking.
11. If the permit holder wishes to cancel the booking, Council shall be notified in writing as soon as such a decision is known and if such notification is not received at least 7 days prior to the date of hiring Council may at its discretion retain the deposit and charge a full hire fee.
12. The permit holder agrees to fully co-operate with Council, its contractors and relevant staff and agents of the facility at all times during the period of hire and to comply with all reasonable requests and directions issued by Council or by contractors and staff acting on behalf of Council or contractor in respect of the hire. The permit holder shall ensure that persons engaged in offensive or disruptive behaviour will be removed by the permit holder for the premises at the request of Council or staff acting on behalf of Council.
13. The permit holder shall ensure that no alcohol or illegal drugs are brought into the facility and shall require persons consuming alcohol or using illegal drugs within the facility to leave the premises forthwith.
14. The permit holder agrees to notify Council or Staff of the facility immediately the permit holder becomes aware of damage to equipment, fittings or structures. In the case of damage caused by the permit holder or wilful damage to structures, equipment, fittings or fixtures the permit holder agrees to make good the damage.
15. This permit is not transferable.
16. All conditions contained therein shall apply unless such condition is expressly waived, in writing, by Council prior to the commencement of the period of hire.
17. This permit is liable to be revoked by Council if the permit holder fails to comply with a condition of this permit or may be revoked in any other justifiable circumstance.

**I acknowledge that I have read and understood the General Conditions of Permit and agree to abide by the said conditions.**

Signed for and on behalf of the permit holder:

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

☐ Copy of Public Liability Insurance – Certificate of Currency – attached (see Conditions 3 & 4)

Signed by or on behalf of the Council:

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**COUNCIL AUTHORISATION**

Insurance: YES / NO

Permit: Approved / Denied

Records System ☐

Copy to Pool Manager ☐

Qualifications approved ☐

Added to pool calendar ☐

Invoiced ☐