



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)

\$133.00 PER HOUR (Private / Commercial)

TERMS AND CONDITIONS

Coaching and Instruction

If coaching or instructing is to take place, the hirer must provide copies of all current qualifications held by the nominated coach or instructor prior to attending the Centre. All qualifications must remain valid for the duration of the hire period.

For children under the age of 12 who are not permitted to enter the facility unaccompanied, a parent/guardian must escort the child into the Centre and directly hand them over to the supervising coach before leaving; children under 5 must remain under direct supervision (within arm's reach) of their parent/guardian unless actively participating in a structured session.

First Aid Requirements

The nominated coach/instructor must hold a current First Aid qualification, or the hirer must nominate another qualified person to be present throughout the hire period. A copy of the qualification must be submitted to Centre Management prior to attendance.

Signage and Promotions

Any signage, lane markers, or promotional materials intended for display at the Centre must receive prior approval from Centre Management.

Incident Reporting

All incidents or accidents must be reported to the Centre Coordinator or Aquatic Manager as soon as practicable following the event.

Access and Safety

- Walkways and emergency access areas must be kept clear at all times.
- Access to plant rooms and amenities must remain unobstructed.
- Fire extinguishers must remain visible and accessible at all times.
- Entry and exit gates must not be blocked at any time.

Use of Personal and Instructional Equipment

All equipment brought into the Centre for personal, group, or instructional use must be approved by facility management prior to use. This includes, but is not limited to, training aids, flotation devices, electronic devices, and fitness equipment. Management reserves the right to refuse the use of any equipment deemed unsafe, disruptive, or not aligned with Centre policies.

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**Supervision and Conduct**

The hirer is responsible for the supervision, behaviour, and conduct of all participants throughout the hire period.

Restricted Areas

Access to staff-only areas, including offices, kiosk, plant rooms, and the Learn to Swim office, is strictly prohibited.

Designated Usage

Participants may only use the specific pool space or lanes allocated under their hire agreement and only during the booked times.

Site Induction

Hirers must complete a site induction, including familiarisation with the first aid room and equipment, prior to their first booking.

First Aid Room Access

The first aid room is available during the hire period and must only be accessed by the designated First Aid officer or a trained representative.

Compliance with Staff Directions

All participants must comply with instructions provided by Aquatic Centre staff in relation to safety and the conditions of hire.

Behaviour and Courtesy

All use of the Centre's facilities must be carried out in a respectful and courteous manner, with consideration for other users.

Timely Departure

Active participants must vacate the hired area promptly at the end of their booking. The hire period concludes at the agreed end time.

Authorised Entry Points

All entry and exit to the facility must be through authorised access points only.

Attendance Records

Program organisers may be required to sign an attendance register, as directed by Centre staff.

Fees and Payment

All hire fees are payable to Council in accordance with the terms outlined in the invoice issued to the hirer.

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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

User/Hirer Warrants

The User warrants to Council that all required certifications, registrations, and accreditations relevant to any swimming, diving, or other water-based activities are valid and current for the full duration of this agreement, including any extensions. The User acknowledges that Council reserves the right to terminate this hire agreement at any time, for any reason, and without prior notice.

Responsible and Contact Person

The Hirer must nominate, in writing to the Aquatic Centre Supervisor(s), a Responsible Person(s) who will ensure full compliance with the terms and conditions of this hire agreement. For the administration of this agreement, the Hirer must also nominate a designated contact person(s) who can be reached by Council at all times. All reasonable contact details requested by Council must be provided and kept up to date.

The primary Council contact for the purposes of this agreement is the Site Supervisor or their delegated relief Supervisor. Where contact with the above is not possible, or clarification is required regarding Council's position on any matter, the Aquatic Manager will act as the secondary contact.

1. INSURANCE

- 1.1** The Hirer (business/organisation) 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.



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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.

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.

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3. HIRER OBLIGATIONS – THE HIRER SHALL:

3.0 Ensure that the terms and conditions of this agreement are clearly communicated to all participants, as well as parents/guardians or nominated responsible persons where applicable, prior to entering the facility.

3.1 Complete a risk assessment prior to each use of the facility and retain a copy for your records. The Site Supervisor may request to view this assessment at any time.

3.2 Ensure that all participants conduct themselves in an orderly and respectful manner. Prohibited behaviours include (but are not limited to):

- Running on pool deck
- Consumption or presence of alcohol or illicit drugs
- Smoking within facility grounds
- Bringing glass containers
- Consuming food or drink in the water
- Bringing animals (excluding approved assistance animals)
- Wearing inappropriate swimwear

3.3 Maintain all hired areas, grounds, and surrounds in a clean and tidy condition. No debris, waste, or rubbish is to be left behind in any part of the facility.

3.4 Comply with all pool rules, including but not limited to:

- No diving in water depths under 1400mm
- No running within the Centre
- No bombing, flips, or dangerous behaviour
- No conduct that endangers the wellbeing of themselves or others

3.5 Ensure all children under the age of twelve (12) are accompanied and supervised by a responsible person aged sixteen (16) years or older while in the Centre.

3.6 Ensure all children under the age of five (5) are accompanied by a responsible person aged sixteen (16) years or older who remains within arm's reach of the child at all times while in the water. Hirers are responsible for maintaining appropriate instructor-to-student ratios and must keep an accurate list of participants and their guardians, where applicable.

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3.7 Comply with all relevant occupational health and safety obligations, ensuring:

- Safe use of equipment, systems, and spaces
- All responsible persons are adequately trained
- Documentation of hazard analysis and safety plans are maintained and accessible

3.8 Prominently display a Safety Management Plan within the hired premises, outlining clear procedures for emergency situations and ensuring all participants are aware of the plan.

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

The Hirer and nominated Responsible Person(s) acknowledge and understand the following:

4.1 Lifeguards present within the Aquatic Centre are not responsible for providing training, instruction, or supervision to individuals brought in by the Hirer.

4.2 It is the responsibility of the Hirer or Responsible Person(s) to assess the skill levels of participants they bring into the facility and to provide appropriate instruction and supervision based on those assessments.

4.3 The Hirer and/or Responsible Person(s) are solely responsible for obtaining and maintaining any required permissions or consents for persons under their care to use the Aquatic Centre.

4.4 Use of the pool involves inherent risks, including the risk of drowning. Supervision and instruction of all participants brought into the Centre by the Hirer or Responsible Person(s) is entirely their responsibility.

4.5 In the event of an emergency, the responsibility for administering first aid lies with the Hirer and/or their nominated Responsible Person(s). Lifeguard support will be provided where available.

4.6 The Centre's terms and conditions of entry may be amended from time to time. Any updates will be displayed at the Pool's main entry point and are binding upon the Hirer and participants.

4.7 Unless exclusive use has been booked and approved, the Aquatic Centre may be accessed and used by members of the public during the Hirer's allocated booking period.

4.8 The Hirer is not permitted to adjust lane ropes, redirect public users, use areas outside of their booking, or change their designated booking location without prior approval from Aquatic Centre staff. Unauthorised use may result in additional charges in accordance with Council's Schedule of Fees and Charges.

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5. UNFORESEEN CIRCUMSTANCES

5.1 Council aquatic centre staff reserve the right to alter or cancel bookings at short notice due to unforeseen circumstances, including late bookings for major events or operational requirements. In such cases, every effort will be made to accommodate the Hirer at an alternative agreed time. If no suitable time is available or acceptable, a pro-rata refund will be issued based on Council's current hourly hire rate.

5.2 Coaching and Instruction – Any coaching or instructional activity not previously authorised in the hire agreement (e.g. personal training, alternative swim instruction) must first receive written approval from the Site Supervisor.

5.3 Filming and Photography – The use of any still or video cameras within the facility requires prior authorisation from the Site Supervisor. This includes both personal and commercial use.

5.4 Equipment Use – The hiring or lending of aquatic centre equipment for use outside of the Centre is not permitted under any circumstances.

6. CODE OF CONDUCT

In accordance with the public sector ethics principles outlined in the *Public Sector Ethics Act 1994*, all parties are expected to work together in a manner that upholds:

- Integrity and impartiality
- Promotion of the public good
- Commitment to the system of government
- Accountability and transparency

The hire agreement may be reviewed or cancelled if Fraser Coast Regional Council determines that the Hirer is acting contrary to Council's processes, procedures, or values. The Hirer agrees to comply with all decisions made by Council and to operate within the guidelines and boundaries established.

.....
Hirer	Signature	Date
.....
Staff Member	Signature	Date

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