



**Berrigan Shire Council**  
**Swimming Pool User Agreement**  
**For**  
**Tocumwal Swimming Pool**

**Parties**

Berrigan Shire Council  
ABN 53 900 833 102  
  
56 Chanter Street  
BERRIGAN NSW 2712

**And**

.....(User)  
  
ABN.....  
  
.....  
.....  
.....  
  
(Address)

**Dated**

.....

## 1. Introduction

- 1.1 Council is the owner and operator for the swimming pool complex known as the Tocumwal Swimming Pool (Tocumwal Pool) and situated at Deniliquin Street, Tocumwal.
- 1.2 The user wishes to use the Tocumwal Pool.
- 1.3 Council has consented to the user using the Tocumwal Pool on the following terms and conditions specified to the users' members (staff/pupils) and activities.
- 1.4 Included user times, lifeguard requirements and pool space during the stated times (Appendix A & B).

## 2. User/Hirer Warrants

The user warrants to Council that all certificates, registrations and accreditations claimed as being held by the user/hirer which relate to any swimming, diving or other water based activities, are valid, held and current and will remain so throughout the term of this agreement, the term of this agreement and any extensions thereof. The user/hirer acknowledges any breach of this warranty is a breach of the fundamental terms of this agreement, such a breach will allow Council to terminate this Agreement without notice.

## 3. Responsible and Contact Person

The user/hirer shall nominate in writing to the Berrigan Shire Council a 'Responsible Person(s)' who will be assigned to ensure that the terms and conditions of this agreement are adhered to.

For the purpose of administering this agreement, the user/hirer shall nominate in writing to the Berrigan Shire Council a person(s) able to be contacted at all times by Berrigan Shire Council, together with all reasonable contact details requested by Berrigan Shire Council. The user/hirer shall be entitled to vary those nominated or their details from time to time by further notice.

For the purpose of this agreement the contact person for Berrigan Shire Council shall be the Berrigan Shire Council Water and Safety Officer in most cases and, in the event that the Water and Safety Officer is unavailable, the Director Corporate Services will be contactable.

## 4. Insurances and Indemnities

- 4.1 The user/hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Public Risk Insurance (with an authorised Underwriter) with respect to the Tocumwal Pool and the activities carried out at the Tocumwal Pool for a minimum amount of \$20million.

The relevant policy or policies shall name Berrigan Shire Council as owner and any persons designated by Council as mortgagee or otherwise and the user. The user/hirer shall deliver to Berrigan Shire Council on demand, a copy of the relevant policy and a current certificate of insurance. The user/hirer unconditionally releases Berrigan Shire Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the user/hirer or any of the user/hirer's agents. The user/hirer agrees not to sue or make any claim or demand against Council in respect to matters covered by this release.

- 4.2 The user/hirer indemnifies Berrigan Shire Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect to:

- 4.2.1 Loss of, damage to property of Council; or

- 4.2.2 Personal injury (including death) or illness to any person or loss of/loss of use of, or damage to any property;
- 4.2.3 Resulting from or by reason of anything done or omitted to be done by the user/hirer arising out of the user/hirer's activities undertaken at or near the Tocumwal Pool.
- 4.3 The user/hirer's liability to indemnify Berrigan Shire Council is reduced proportionally to the extent that any negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

## **5. User Obligations (Pool Rules) – the user shall:**

- 5.1 Ensure the terms and conditions of this agreement has been made known to all persons, and where required their parents/guardian/hirer/responsible persons prior to entering the Tocumwal Pool complex.
  - 5.1.1 Ensure that all persons swimming at the Tocumwal Pool during the time of the user's use under this agreement, pay the usual entrance fee charged by Council to patrons of the Tocumwal Pool.
  - 5.1.2 Not erect any structure or permanent fixture at the Tocumwal Pool without the written consent of Berrigan Shire Council.
- 5.2 Not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines.
- 5.3 Persons enter the Tocumwal Pool complex at their own risk.
- 5.4 Ensure that all persons using the Tocumwal Pool do so in an orderly and well behaved manner including: No running, No bombing, No littering, No glass, No pushing, No animals, No cameras/camera phones in the changerooms and No Smoking.
- 5.5 Remove, or cause to be removed, any persons from the Tocumwal Pool whose behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property who is affected by alcohol or drugs.
- 5.6 Keep the Tocumwal Pool, including all grounds and surrounds and other parts of the Tocumwal Pool of which the User has use 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 Tocumwal Pool complex.
- 5.7 Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate at or near the Tocumwal Pool.
- 5.8 Ensure after each use, the Tocumwal Pool is appropriately and adequately secured and that all security devices installed are properly engaged unless the pool is scheduled to remain open to the public.
- 5.9 Comply with all reasonable directions of authorised Council staff in its use of the Tocumwal Pool.
- 5.10 Comply with all Council's requirements in relation to the use of any barbeques and gas appliances.

- 5.11 Children must be accompanied by an adult. Responsibility for behaviour and safety of children is that of parents/supervisors or carers in attendance.

**6. The User, Hirer, Responsible Persons acknowledge and understands the following:**

- 6.1 The Tocumwal Pool may not provide any lifeguard services at the time of the intended use by the hirer, unless requested by the hirer.
- 6.2 Lifeguard staff that may be present within the Pool complex are not able to provide training, instructions or supervision of persons brought into the Tocumwal Pool by the Responsible Person.
- 6.3 Responsibility for the supervision and care of persons brought into the Tocumwal Pool by the responsible persons rests with that person(s).
- 6.4 If the hirer is providing their own lifeguards and are not utilising Council lifeguards, it is the responsibility of the user/responsible person to obtain information regarding skills of the persons it brings into the Tocumwal Pool and to instruct/supervise those persons according to their skill set.
- 6.5 Obtaining and maintaining any permissions or consents required for the use of the Tocumwal Pool by persons to be brought into the Tocumwal Pool by the responsible persons, is the responsibility of the hirer and/or responsible persons.
- 6.6 Use of the pool is subject to a number of risks, including drowning and the responsibility for supervision and instruction of persons brought into the Tocumwal Pool by the hirer/responsible persons of those risks rests with the hirer and/or responsible persons.
- 6.7 Responsibility for administering first aid in the event of an emergency rests with the hirer and/or responsible persons, though lifeguard assistance will be provided, where available.
- 6.8 First aid equipment is located within the Tocumwal Pool complex. It is the responsibility of the hirer and/or responsible persons to ensure they identify the location of that equipment upon entry to the Tocumwal Pool complex.
- 6.9 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 to the Tocumwal Pool.
- 6.10 Unless hired exclusively, the Tocumwal Pool and the Tocumwal Pool complex may be utilised by other members of the public at the times as the hirer.



## 7. Emergency Procedures

- 7.1 A copy of the Berrigan Shire Council's Tocumwal Pool emergency plan will be given to the user/hirer at the time of signing the agreement.

## 8. Executed as an Agreement

**Executed** for and on behalf of

Berrigan Shire Council

By a duly authorised officer in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Council Officer

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Council Officer

**Executed** for and on behalf of

\_\_\_\_\_  
(Name of User/Hirer Individual or Group)

\_\_\_\_\_  
ABN  
(In accordance with Section 127(1) of the  
Corporations Act 2001)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Responsible Person

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Responsible Person



**Appendix A – Pool Complex Hire of Facilities (Form BSC061)**



**Appendix B – Emergency Plan**