

25m Pool

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BBQ

# SWIMMING POOL HIRE APPLICATION

| Applicant Details               |             |                   |  |  |  |
|---------------------------------|-------------|-------------------|--|--|--|
| Title: Mr Mrs Ms Miss           | Surname:    | Given Name:       |  |  |  |
| Name of Company / Organisation: |             |                   |  |  |  |
| Postal Address:                 |             |                   |  |  |  |
| Home Phone:                     | Work Phone: | Mobile:           |  |  |  |
| Email:                          |             | Application Date: |  |  |  |

| Event Details – Minimum of 1 weeks' notice is required for all events            |             |              |  |  |  |  |
|--|-------------|--------------|--|--|--|--|
| School Group   |             |              |  |  |  |  |
| Sports Event:  |             |              |  |  |  |  |
| Social Gathering (please specify):   |             |              |  |  |  |  |
| Birthday Party   |             |              |  |  |  |  |
| Other (please specify):  |             |              |  |  |  |  |
| Date of Event:   | Start Time: | Finish Time: |  |  |  |  |
| Number of people expected to attend:   |             |              |  |  |  |  |
| Level of Swimming Abilities: Non Swimmers Learn to Swim Squad Training Competent |             |              |  |  |  |  |
| Current RLS Lifeguard 🗌 Bronze Medallion 🗌 holder on duty Yes 🗌 No 🗌             |             |              |  |  |  |  |
| First Aid Provider 🗌 Yes 🗌 No. Name Exp. Date                                    |             |              |  |  |  |  |
|  |             |              |  |  |  |  |
| Facilities Required  |             |              |  |  |  |  |
|  |             |              |  |  |  |  |

(Please Note: there is a fee to use the waterslide outside of designated slide times.)

Little Pool

| Acknowledgement   |       |  |  |  |
|---|-------|--|--|--|
| I agree that I/the nominated organisation/group/individual shall be bound by and shall observe the terms and conditions attached and that such terms and conditions shall be deemed to be part of this Agreement. |       |  |  |  |
|   |       |  |  |  |
| Applicant Signature:  | Date: |  |  |  |
| Sports and Rec Coordinator:   | Date: |  |  |  |
| Lifeguard/Bronze Medallion Holder:  | Date: |  |  |  |

Waterslide

# **Terms and Conditions**

# **Application and Insurance**

- **3.1.1.** The right to use Council's Swimming Pool facility is subject to Council receiving an application on the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, sporting body or incorporated organization, the application must include a copy of the certificate of currency of public liability insurance cover.
- **3.1.2.** The Swimming Pool facility is available for hire by persons eighteen (18) years of age or over and committees, clubs or sporting bodies.
- **3.1.3**. Cancellations should be made at least 48 hours prior to the date of the event.

## **Refusal to Grant Hire**

**3.1.4.** It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire of the Swimming Pool facility in any case and, not withstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed, the CEO shall have the power to cancel such permission.

## Cleaning

**3.1.5.** All equipment used is to be put away or removed after the event.

**3.1.6.** Any costs incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

## Liquor

**3.1.7.** The Thargomindah Swimming Pool facility is an alcohol free area.

#### Damages

**3.1.8.** All damages must be reported to Council staff immediately.

- **3.1.9.** The hirer shall be responsible for and shall make good and repair, to the satisfaction of the Council, all damages to equipment that occurred during the use and caused by the negligence of default of the hirer, their employees or volunteers or any other person using the equipment.
- **3.1.10.** If the hirer shall fail, neglect or refuse to make good or repair any damage for which they are responsible as referred to in the preceding paragraph, the council shall be at liberty to repair and make good the equipment, and the hirer shall pay to the Council upon demand all costs reasonable incurred by the Council in so doing.

#### Fees

**3.1.11.** There will be no hire charge applied to the use of the Swimming Pool facility, however, use of the waterslide out of normal operating hours will incur a fee.

#### Indemnity

- **3.1.12.** The hirer will indemnify and keep indemnified the Council from and against all actions, suits, proceedings, claims and demands which may be brought and maintained or made against the Council:
  - (a) By any of the employees or volunteers of the hirer for any cost occasioned by or arising from the use of the facility or equipment
  - (b) By any person or persons arising out of or occasioned by any act or omission on the part of the hirer, their employees or volunteers or the failure of the hirer, their employees or volunteers to observe these terms and conditions; or
  - (c) By any person, when using the facility or equipment.

# **Acts and Regulations**

**3.1.13.** The hirer shall conform to the requirements of the Health Act, Workplace Health and Safety Act 2011, Local Government act 2009 and Food Act 2006, Council Local Laws or Regulations made there under, and shall be liable for any breach of such Acts, Local Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and notices given to the proper officers.

## Code of Conduct

**3.1.14** All patrons of the Thargomindah Swimming Pool are expected to behaviour in a manner that does not disrupt other users. Swearing, yelling, abusive or threatening language or behaviour will result in termination of this hire and patrons being asked to leave the facility immediately. If warranted behaviour will also be reported to Queensland Police or other relevant authorities.

## Acknowledgement

I agree that I/the nominated organisation/group/individual shall be bound by and shall observe the terms and conditions attached and that such terms and conditions shall be deemed to be part of this Agreement.

| Applicant Signature: | Date: |
|----------------------|-------|
|                      |       |

| Office Use Only            |     |      |                     |  |  |
|----------------------------|-----|------|---------------------|--|--|
| Date of Booking:           |     |      | Entered By:         |  |  |
| Entered in Venue<br>Diary: | Yes | 🗌 No | Keys Signed Out by: |  |  |