

APPLICATION FOR HIRE: SWIMMING POOL (RAILTON CAMPUS)

To the Principal of Sheffield School at 12 Henry Street, Sheffield, Tasmania 7306

In accordance with Section 42 of the *Education Act 1994*

I/We _____ **"Hirer"** (includes the Hirer and the Hirer's agents, clients, visitors and invitees) of (address) _____

Telephone: (home) _____ (mobile) _____ (work) _____

Email address: _____

Apply for use of the Sheffield School (Railton Campus) Swimming Pool ("**Facilities**") as follows:

Day(s) _____ Time(s) _____

For: (please tick) Full Season ☐ Holiday Period ☐ Before School ☐

Proposed number in swimming group _____ (must not exceed 10)

From _____ to _____

In consideration of the "Hire Fee" \$ _____ (including GST.) Community Insurance Scheme Yes / No

Terms and Conditions of Use

The facilities are to be used on the condition the Hirer agrees to observe the following terms and conditions:

1. That the Principal or his authorised representative reserves the right to enter the Facilities at any time and the Hirer is to comply with any direction given by the Principal.
2. That the closure of the pool is required when lightning is within 10 kilometres of the pool building
3. That the Principal or authorised representative has the right to close the pool at any time and a refund of the hire fee or proportion thereof may be provided where applicable.
4. That the Hirer as well as any other Supervisor, must hold a current Cardio-Pulmonary Resuscitation (CPR) qualification (minimum requirement) from a recognised provider, and will be in attendance at the pool at all times when using or occupying the facilities during each session of the hire period.
5. That the Hirer checks, before allowing any person to enter the pool, that the mandatory water safety equipment is available on site and is in good working condition, e.g. rope, reach pole, resuscitation pocket mask and the items in the First Aid Kit match the items listed on the First Aid checklist provided. Any damaged or missing items and items used from the First Aid Kit are to be notified to the Principal.
6. The Hirer agrees not to swim alone or permit any family members or other invitees to swim alone.
7. That supervision of the pool is required at all times. Pool supervisors should be at least 16 years of age and must at all times maintain observation of the pool and pool users.
8. That this application when approved is strictly non-transferable and covers only the members of the Hirer's family/group and guests, not exceeding 10 people at a supervision ratio of not less than 1 adult to 5 children for persons in the pool at any one time.
9. That the Hirer is to be responsible for the allocated key KEY NO: _____ and must not transfer it to any other person. The key must be returned to the Principal when the hire period is complete.
10. That the Hirer agrees not to or permit any other person to bring or consume any alcohol or illicit drugs onto School property or within the Facilities, and that smoking on or within the School's Facilities and the admission of any person under the influence of alcohol or illicit drugs into the pool area is not permitted.
11. That the Hirer accepts responsibility for the good behaviour and decorum of all persons admitted to the school premises and that no undue noise, running or rowdiness is permitted within the confines of the building or on any other part of the school property.

12. That the Hirer and the pool supervisor are to ensure that there is no jumping or diving in the pool in a manner likely to endanger others, and that no ducking, pushing or interfering with other swimmers occurs.
13. That the Hirer agrees to enter and leave the premises on time, ensuring other hirers are not disadvantaged and that the time to change before and after swimming is within the prescribed hire times.
14. That the Hirer will ensure the pool water is kept free of foreign material by not allowing:
 - i. any person to enter the pool wearing band-aids/wound dressings or when having an infectious disease, open wound or skin complaint;
 - ii. glass containers to be brought into the pool building or food or drinks consumed in the pool; and
 - iii. not to permit the use of shampoo/conditioner/soap or body wash in the shower for safety reasons.
15. That the Hirer is responsible for the security of the premises during the Hirer's occupation or use of the Facilities, **and must ensure the pool cover is placed over the pool, the door is locked and all lights turned off at the end of each day.**
16. That the Hirer agrees to meet the reasonable cost of any damage arising from the Hirer's occupation or use of the facilities and is to report any damage or accident that occurs during the Hirer's period of use of the Facilities, or any damage which the Hirer may find upon entering the pool building, to the Principal.
17. That the Hirer indemnifies the Crown, the Secretary of the Department, the Principal and the School against any claims for loss or damage, which may be brought against them arising out of the Hirer's use or occupation of the Facilities.
18. That the Hirer waives all rights to recover damages from the Crown, the Secretary of the Department, the Principal and the Sheffield School for any liability to the Hirer for personal injury or death of any person or for damage to the property arising from the Hirer's occupation or use of the Facilities.
19. It is acknowledged by the Parties that if the Hirer does not have insurance the Crown agrees to provide the Hirer with insurance under the Department of Education's Community Insurance Scheme and the Hirer is not required to take out any contracts of insurance that may be required under this Hire Agreement. This is on the basis the Hirer is covered by the Scheme (excluding damage caused by a wilful or negligent act by the Hirer the Hirer's agents clients visitors and invitees or for any accidental injuries where no legal liability claim can be brought) and subject to the payment by the Hirer of \$1,500 per each individual successful claim made under the Scheme. Individuals and groups already insured and commercial entities are not covered under the Scheme.
20. Hirer's who are already insured may be asked to provide evidence of their current legal liability insurance coverage or provide a relevant Certificate of Currency to Principal at time of hiring the facilities.
21. It is recommended that Hirer's of Swimming Pools develop and lodge with the School a Risk Management Plan using the DoE recommended Risk Management Template.

I accept all the terms and conditions stated in this agreement and understand that the Principal has final discretion about all conditions of use and that the Principal can revoke this approval for hire at any time.

Executed as an Agreement

SIGNED by the Principal Sheffield School
or a person authorised by the Principal:

.....

(Print Name)

In the presence of:

(Print Name)

Date:

SIGNED by the Hirer:

.....

(Print Name)

In the presence of:

(Print Name)

Date:

Schedule – special terms and conditions (swimming pool)

1 Supervision

The Hirer must ensure that an adequate number of the persons supervising the use of the Facility during the Hire Period hold:

- (a) current cardio-pulmonary resuscitation qualifications from a recognised provider; and
- (b) all other qualifications prescribed under applicable laws or relevant standards or codes of practice (whether or not binding on the Hirer).

The Hirer may engage other adults to provide additional supervision at the Facility, at the Hirer's own risk.

2 Use of pool

During the Hire Period the Hirer must not permit:

- (a) more than 10 persons to use the swimming pool at the Facility at any one time, except with the prior written consent of the Crown;
- (b) a person with an open wound, infectious disease or infectious skin condition to use the swimming pool at the Facility;
- (c) persons suffering from diarrhoea or another gastric or intestinal complaint to use the swimming pool at the Facility;
- (d) a person wearing any adhesive tape, bandages or medical strips (including 'band-aids') to use the swimming pool at the Facility; or
- (e) a person to use the swimming pool at the Facility if, for any reason, it is unsafe for that person to do so.

3 Conduct of users

In addition to the Hirer's other obligations in relation to the use of the Facility, the Hirer must ensure that all persons using the Facility during the Hire Period:

- (a) do not make undue noise;
- (b) do not run;
- (c) do not use inflatable items, other than personal floatation devices and training aids;
- (d) do not dive in water with a depth of less than two metres; and

- (e) do not bring glass items to, or use glass items at, the Facility, other than prescription eyeglasses.

4 Safety equipment

Irrespective of whether or not the Hirer is hiring any Equipment from the Crown, during the Hire Period the Hirer is solely responsible for supplying at the Facility all safety equipment prescribed under applicable laws or relevant standards or codes of practice (whether binding on the Hirer or otherwise) with respect to the Hirer's use of the Facility.

The Crown:

- (a) may, but is not bound to, make safety equipment available to the Hirer; and
- (b) makes no warranty as to the suitability or condition of such safety equipment, whether or not that safety equipment is included as Equipment.

5 Evacuation due to lightning

In addition to the Hirer's other obligations in relation to evacuation of the Facility, the Hirer must evacuate and close the Facility where:

- (a) lightning has struck, or there is a reasonable possibility that lightning might strike, within ten kilometres of the Facility; or
- (b) the Crown has communicated to the Hirer by any means that the Crown believes that lightning has struck, or might strike, within ten kilometres of the Facility (but the Crown is not obligated to make any such communication to the Hirer),

and must not reopen or allow use of the Facility until Crown deems that the threat posed by the lightning has passed.

The Hirer releases the Crown from liability for any loss or damage suffered by the Hirer as a result of the evacuation and closure of the Facility in respect of an actual or possible lightning strike, except to the extent that the loss or damage is due to the Crown's negligence.

6 Pool cover

Upon leaving the Facility, the Hirer must ensure that the pool cover (if any) is properly placed over the swimming pool at the Facility.