



## PERMIT TO USE SWIMMING RECREATION FACILITY

### Terms and Conditions

1. The permit holder shall provide appropriately qualified supervisors at all times during the period of hire. A qualified **Lifeguard will be the responsible person 18 yrs and over with the pool lifeguard skills set SSSS00111. Copies of qualifications are required.**
2. In the case of the permit holder working with children at the hired facility, **copies of Working with Children Check** for all supervisor's, must also be provided.
3. The permit holder shall take out and keep current a **public risk 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. **Copy of Insurance required.**
4. All applications for bookings must be made on this form and a contact person nominated. Applications need to be submitted **seven (7) working days prior to the events scheduled date.** Applications submitted within less than seven (7) days notice may be unsuccessful.
5. The permit holder agrees that the Authority, 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.
6. The permit holder agrees to indemnify and to keep indemnified the Authority, 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 or any of them arising out of or in relation to the issuing of this permit and the terms and conditions attached thereto.
7. 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.
8. 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.
9. 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 the Authority.
10. All applications for bookings must be made on this form and a contact person nominated.

11. The permit holder agrees to fully cooperate with the Authority, 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 the Authority or by contractors and staff acting on behalf of the Authority 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 from the premises at the request of the Authority or staff acting on behalf of the Authority.
12. 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.
13. No glass or glass containers shall be permitted on the site.
14. The permit holder agrees to notify the Authority or contractor 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 the Authority 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.
18. This permit will not come into operation until proof of the appropriate insurance has been provided to the Council and the applicant has received written confirmation of the permit.