

# Gawler Aquatic Centre

## 2018/19 Terms and Conditions

### CONDITIONS OF ENTRY

- All persons entering the Gawler Aquatic Centre are required to abide by the Centres Conditions of Entry. These conditions can be found at the entry to the centre.

### GENERAL CONDITIONS OF HIRE PERMIT

- Gawler Aquatic Centre is a community-orientated centre. No discriminating, insulting, offensive or vulgar behaviour will be tolerated. Persons not complying will be asked to leave at the sole discretion of centre staff.
- Failure to comply with Pool procedures and guidelines may result in the hiring organisation or any participants being asked to leave the Centre.
- Gawler Aquatic Centre is a smoke and alcohol free environment. No glass is to be bought onto the premises.
- Gawler Aquatic Centre reserves the right not to accept any event.
- The hire permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of the hire permit.
- The hire permit holder shall comply with and give all notices required by any Act of Parliament, Ordinance, and Regulation or by-law relating to the activity.
- The hire permit holder agrees to indemnify and to keep indemnified the Town of Gawler, it's servants and agents and each of them from and against all actions, costs claims, charges and expenses whatsoever which may be brought or made or claimed against them or any of them, arising out of any hire permit holder negligent act or omission in relation to the issuing of the permit.
- The Centre agrees to indemnify and to keep indemnified the permit holder, it's servants and agents and each of them, from and against all actions, costs, charges and expenses whatsoever which may be bought or made or claimed against them or any of them, arising out of any council negligent act or omission that council has reasonable control in relation to event activity.

### INSURANCE

- Public Liability Insurance: Groups utilising the Centre are required to provide evidence of their current Certificate of Currency for the period of use. This is to be sent to the Centre prior to activities being conducted. The certificate of currency must have in place a broad form policy in respect of the use of the facility during the hire period and must be for an amount of at least \$10,000,000

### WATCH AROUND WATER/ PARENTAL SUPERVISION POLICY

- The Gawler Aquatic Centre is a 'Watch Around Water' accredited facility and as such the following must be adhered to.
  - o Children under 10 must be constantly supervised by a responsible person 16+ with an unobstructed view at all times.
  - o Children under 5 must be within arms reach and constantly supervised by a responsible person 16+ at all times. The parent/guardian must be in the water with the child.

### SUPERVISION

- All hirers need to ensure the effective supervision of persons entering the Centre.
- School and OSHC groups need to make reference to the 'DECD Camps and Excursion Guidelines' to obtain the relevant information for swimming activity excursions. These guidelines inform the following:
  - o Have a minimum of two staff/supervisors with the group at all times
  - o Have a 1:15 participant/staff ratio for all groups
  - o All staff included in ratio must be prepared to enter the water at all times
  - o Staff must be actively involved in supervision of their group and enforce pool rules
- Supervisors are required to actively supervise children at all times while at the Centre including within the swimming pool, dry areas and change rooms.
- Supervisors are to ensure that all children entering the water are confident and capable swimmers with adequate supervision according to the 'Watch Around Water' policy.
- Swimmers are to remain in pool areas that are suited to their ability and must not be allowed to enter into greater depths. This must be considered when planning various events for school carnivals.
- Hirers need to ensure the safety of their participants at all times whilst in the Centre.
- In case of an emergency Lifeguard staff coordinate all emergency procedures. In the event of an evacuation Lifeguard staff may require the assistance of teachers, parents and caregivers to evacuate all patrons.

### DISMISSAL

- Students are to remain under the care of the hirer while at the Centre. Students are not to be dismissed from within the Centre at the conclusion of the day due to the supervision requirements.

### MEDICAL CONDITIONS

- Please ensure that all persons have brought any medications they require to the Centre including but not limited to epi-pens and asthma medication. Please inform all users that bees may be present around the Centre. Centre staff are qualified first aiders; however it is required that the hirer nominate a First Aid Officer.

### EMERGENCY ACTION PLAN

- In the event of an emergency, Lifeguards will blow their whistle 3 short sharp blasts. On hearing an alert signal, pool users must exit the pool and await further directions from Lifeguard staff. If evacuation of the Centre is required, Lifeguards will direct pool users to emergency exit locations and vacate pool grounds to the assembly point. In a medical emergency pool users should vacate pools and wait for further instructions from Lifeguards.

### HOUSEKEEPING

- The hire permit holder shall ensure that it leaves the area in a clean, tidy and unaltered condition at the end of completion of their hire time. Failure to do so will result in a surcharge covering cleaning, repairs, administration etc.

### INSURANCE

- Public Liability Insurance: Groups utilising the Centre are required to provide evidence of their current Certificate of Currency for the period of use. This is to be sent to the Centre at the time of booking request. The certificate of currency must have in place a broad form policy in respect of the use of the facility during the hire period and must be for an amount of at least \$10,000,000

### HIRE SPACE

- Hire space will be allocated by Centre staff. No other areas can be used or altered without the approval of authorised Gawler Aquatic Centre staff.

### CANCELLATION OF BOOKING

- Gawler Aquatic Centre will not be held financially liable for any decision to cancel bookings due to unforeseen circumstances where the safety of patrons may come into question. This includes circumstances such as unforeseen plant and equipment failure, water chemistry problems, natural disasters or power outages.
- As Gawler Aquatic Centre is an outdoor facility weather conditions have been considered for the cancellation of events. Events may be cancelled without incurring a cancellation fee only in extreme weather events. These are extreme storm conditions, lightning conditions and when temperatures exceed 38 degrees.
- A Hirer wishing to cancel a booking less than fourteen (14) days before the date of the booking remains liable for all charges due and will forfeit its deposit. All cancellations must be made in writing.

### EQUIPMENT/ STRUCTURES

- Any equipment/ structures brought onsite by the hirer that have the potential to cause injury or damage is done so at hirers own risk. Persons assisting with setting up equipment do so at their own risk.
- Nothing is to be affixed to the walls, floors, fences or fixtures of the Pool without the approval of Centre staff.
- The use of electrical equipment must be approved by Centre staff prior to the booking. All electrical equipment must have a current tag and test sticker affixed. No electrical equipment is permitted within 3 metres of the pool edge, wet or pedestrian areas (battery operated equipment is preferred).

### FILMING AND PHOTOGRAPHY

- The use of all electronic devices in change room areas is strictly prohibited.
- Any person requesting the use of an electronic device for photography or to film someone must agree and sign the electronic devices consent form available at the Kiosk. During this process the person will show a valid form of ID to a Gawler Aquatic Centre Staff Member and allow for their details to be recorded in our database.
- Upon signing and agreeing to the terms and conditions the person will be issued with a red wristband which identifies them to the public and staff as having read and understood the terms and conditions of electronic device policy.
- Anyone without a red wristband taking photos or filming will be asked to cease doing so and asked to comply with the current policy. In suspicious circumstances the person using an electronic device may be asked to show management any photos and/or film they have allegedly taken, failure to do so may result in the police being called.

### ACCEPTANCE OF THIS BOOKING MUST BE RECEIVED NO LATER THAN SEVEN DAYS PRIOR TO EVENT BY GAWLER AQUATIC CENTRE MANAGEMENT