



COONALPYN POOL CARNIVAL/EVENT HIRE FORM

NAME OF ORGANISATION _____

CONTACT NAME _____

CONTACT TELEPHONE _____ EMAIL _____

POSTAL ADDRESS _____

DATE OF HIRE ___/___/___ TO ___/___/___ TIME _____ DAILY/WEEKLY/MONTHLY

NUMBER OF SWIMMERS 1 – 100 (1 Council Lifeguard) ☐ 101 – 200 (2 Council Lifeguards) ☐

PURPOSE OF HIRE _____

COPY OF PUBLIC LIABILITY INSURANCE CERTIFICATE OF CURRENCY PROVIDED ☐

DECLARATION

I, _____, hereby agree to abide by the Conditions of Hire as stated. I understand that failure to comply with any of the Conditions may result in additional charges and/or liability.

.....
THE APPLICANT/AUTHORISED REPRESENTATIVE

Dated the day of 20.....

Council Office Use Only

Added to Calendar ☐

Sent to Pool Committee Reps ☐

Sent to Community Facilities Team Leader ☐

Pool Attendant/Committee Use Only

No. Day Pass Swimmers _____

No. Carnival Swimmers _____

No. Non Swimmers _____

Please notify Council of No. of Day Pass Swimmers/Carnival Swimmers/ Non Swimmers within 1 working day after the event so invoices can be sent

CONDITIONS OF HIRE

The pool facilities are for the benefit of the community.

We want to ensure that they are all kept in excellent order for all to appreciate.

- The facilities are the Property of the Coorong District Council.
- All users of these facilities must respect the facilities and hire them under the express condition that all facilities are looked after.
- An inspection of the facility may be undertaken with the Hirer after the function.
- It is the responsibility of the Hirer to notify Council *PRIOR* to the event of any pre-existing damage/cleanliness issues.
- If any items or facility is damaged it must be reported to the Council.
- Council has the right to deny the opportunity for Hirers if they deem the Hirers not appropriate to the use of the facility.
- If the canteen or BBQ is requested this is by negotiation with the Pool Committee and is not guaranteed. Contact details for the Pool Committee provided on request.

GENERAL

1. Council expressly reserves the right in its absolute discretion to refuse to accept any hire or to cancel any hire already made and Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
2. The Hirer shall be responsible for the payment of fees to **emergency services** and any costs to Council for attendances as a result of the Hirer or the Hirer's guests or visitors setting off any **alarm** accidentally or negligently, or for any after hours call outs as a result of any negligence by the Hirer's or the Hirer's guests.
3. The Hirer agrees to fully cooperate with Council, 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 Council or by contractors and staff acting on behalf of Council or Contractor in respect of the hire. The Hirer shall insure that persons engaged in offensive or disruptive behaviour will be removed by the Hirer from the premises at the request of Council or staff acting on behalf of Council.
4. The Hirer shall at all times be and remain solely responsible for the behaviour and safety of all persons (which includes but not limited to Competitors, Officials or Spectators) attending at the facility during the period of hire.
5. No glass or glass containers shall be permitted on the site.

INSURANCE, LICENSING AND OTHER REQUIREMENTS

6. The Hirer shall take out and keep current a **public liability insurance** policy in the name of the Hirer for a minimum 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 Hirer in relation to the granting of this hire request. **A copy of the Insurance Certificate of Currency will need to be submitted to Council with the hiring request.**
7. The Hirer agrees to indemnify Council against all loss or damage which may occur to the Hirer's goods, equipment or its displays during the time that such goods, equipment or displays are at the Coonalpyn Swimming Pool centre or anywhere upon Council property.

8. The Hirer shall accept full responsibility for the safety of all persons associated with the function, including organisers, participants and guests. This responsibility shall extend to non-associated persons who pass through the area during the period of hire.
9. The Hirer shall be responsible for the cost of making good any damage caused to the pool and aquatic and recreational facilities, buildings, furniture, fittings or equipment arising out of and in the course of their hire, reasonable wear and tear alone excepted.
10. Alcohol and Drugs are prohibited on Council property.
11. Any safety concerns shall be immediately reported to Council. Other potential hazards shall be removed from the area by the Hirer.
12. Hirers must still seek permission for, and comply with any legislated requirement pertaining to any other activity which has not been specifically addressed in this document. Other agencies from which permission may need to be obtained include, but are not limited to:
 - Environmental Protection Authority
 - Country Fire Service
 - SA Ambulance Service
 - SA Police
 - Coorong District Council (for activities not covered by this permit, e.g. selling of food stuffs)
 - Neighbouring properties
 - Liquor Licensing Commission
13. Where amplified sound is required for an event, the Hirer shall ensure compliance with the current *Local Nuisance and Litter Control Act 2016*. Noise from the facility shall not be audible within any habitable room between the hours of 12.00 midnight and 8.00am.
14. Where applicable, the Hirer is responsible for advising the Police of the event and making all arrangements in regard to traffic and crowd control.
15. This hire application will not come into operation until proof of the appropriate insurance has been provided to Council and the Hirer has received a confirmation email.

CLEANLINESS

16. The Hirer must leave the facility in a clean condition and all goods, properties, decorations or materials brought in by the Hirer or any person on the Hirer's behalf must be removed before the expiration of the hiring. Council reserves the right to charge for any costs incurred for cleaning and/or the collection and disposal of excessive waste associated with the conduct of a booked event.
17. The venue is checked & cleaned on a regular basis by a Council appointed responsible person. The Hirer shall notify Council of any specific cleaning needs that it requires at least 7 days prior to an event. In this instance, additional charges may be incurred.
18. If desired, the Hirer may wish to inspect the cleanliness of the venue prior to an event. This inspection must be undertaken during normal office hours.

PROHIBITED ACTIONS AND ACTIVITIES

19. The Hirer shall not display or distribute material which is of a defamatory nature.
20. No activities of a potentially offensive nature are permitted.

21. **Smoking** is prohibited on Council property and **is** not permitted near entrances.
22. **Confetti**, rice and similar throw-away materials are prohibited on the Coonaplyn Swimming Pool grounds and is not permitted inside buildings or near entrances.
23. **Fireworks** are not permitted during any hire of Council facilities.
24. Connection or interference with the electrical installation, public address, sound system, stage fittings or other properties is not allowed without the permission of Council.
25. No electrical equipment or instruments are to be used unless approval has been granted from the Council. Any electrical equipment must have a current 'tag & test' attached.
26. **Nails, screws or any other fastenings** (*including* sticky tape and Blu-Tac) must not be driven into or attached in any way to walls, floors, furniture or fittings, and the hanging of streamers, flags, bunting or other decorations or the erection or placing of any structures is not allowed unless with the prior permission of Council.

Council reserves the right to determine the appropriate classification of use and the fees applicable to the hire.