

UNIVERSITY OF WAIKATO (UoW) POOL

HIRE AGREEMENT 2016/2017

U Leisure which operates the UoW Pool is committed to protecting the health and safety and welfare of pool users. The facility is owned by the University of Waikato. The UoW Pool complex is made up of a:

* 50.34 x 15.29m main pool, with depth ranging from 1.19 to 1.65m
* 11.28m diameter diving pool with a maximum depth of 4.36m. This pool has a tramp platform.

The UoW Pool has current Poolsafe Accreditation and the Pool Risk Management Plan is consistent with the approaches recommended by the New Zealand Standard for Pool Water Quality (NZS 5826:2010).

**Please inform users of these two main Pool Hazards:**

* **Different pool depths. Due to the depth of the dive pool, we require you to familiarise all swimmers with this pool prior to any activity within the complex. Non swimmers shall not be permitted in the dive pool.**
* **Uneven and often slippery surfaces on pool surrounds, including ladders, advise swimmers to take care when entering and exiting the pool**
* **Slippery surfaces in pool changing rooms.**
* **Mini trampoline – all groups must abide by the dive pool rules.**
* **Please refer to Hazard Register 2016 attached.**

**Terms and Conditions – Section One**

1. Bookings are confirmed when the Team Leader receives the completed and signed hire agreement.
2. Booking cancellations MUST be received a minimum of 48 hours before booking date to the Team Leader or to **poolleader@uleisure.co.nz.**
3. Pool hire during normal weekday hours, 12 to 6pm, is available on a share basis with public users unless agreed otherwise with Team Leader.
4. Pool bookings outside of normal opening hours of 12-6pm incur the cost of a lifeguard to be present on site.
5. The hirer of the Pool or supervisor shall be ultimately responsible for the safety and supervision of their persons.
6. Children under 8 must be ACTIVELY SUPERVISED by a CAREGIVER 16 or over. Actively supervised means: Watching your child at all times. Able to provide immediate assistance. Recommended supervision rations by NZ Water Safety for under 8 year olds are 1 adult in the water for every 10 children.
7. Children under 5 years must be accompanied in the pool and within arm’s reach of a caregiver aged 16 years or over at all times
8. The hirer/supervisor should be aware of their non-competent swimmers and align their swimming program accordingly.
9. The hirer/supervisor must place all litter in bins provided and remove from the complex any unused food before vacating the premises. Failure to comply with this section will result in a cleaning charge.
10. Food and drink is to be kept to the grassed area. Alcohol, drugs or smoking are not permitted in or around the University of Waikato Pool.
11. The hirer/supervisor shall report to the Pool staff any instances of damage to the complex, equipment or fittings and/or injuries to users of the premises. Also report anyone who develops gastrointestinal illness related to a visit to the Pool.
12. The hirer/supervisor shall prevent anyone whom may have had “gastro” or diarrhoea from entering the Pool. They should not use the pool until at least one week after symptoms cease.
13. The hirer/supervisor shall make lifeguards aware of medical conditions e.g. epilepsy, asthma and heart condition.
14. In the event of an emergency, the hirer/supervisor shall accept the emergency procedures and specific responsibilities assigned by the Lifeguard.
15. In the interest of safety please ensure there is no running within the complex, there is no bombing in 50m pool, wear approved swimwear only (shorts and t-shirts not permitted) and that users adhere to the dive pool rules.

UNIVERSITY OF WAIKATO POOL

HIRE AGREEMENT

**USER DETAILS**

Name of School/Organisation

Contact person

Address (for invoicing purposes)

Contact phone/mobile

Email address

Description of pool use

Approximate number of users                 ($1.50/swimmer) \* This will be counted on the date/s of booking

**Special requirements.** Specify the characteristics of your group, such as numbers under 8, special needs, number of non-swimmers

**Supervision Ratios.** Advise of your group’s policy on swimmer to supervision ratios

**I agree to the following conditions;**

1. As the supervising person, I am responsible for the safety and supervision of all persons in and around the pools.

2. I have read and understood the University of Waikato Pool Hire Agreement Terms and Conditions (sections one and two) and am aware of the hazards at the University of Waikato Pool.

3. Other as agreed

**POOL BOOKING REQUIREMENTS**

I wish to hire the Entire Pool Facility       ($75/hour), 50 m Pool (no lane ropes)       ($50/hour),

Dive Pool       ($35/hour) Or lanes (lane ropes in >1-6<)      ($10/lane/hour)

On the                      Date

From       To       Time

I wish to hire       (number of ) lifeguards during the hours of      am/pm to       am/pm at a cost of $35.00/hr.

Note: One lifeguard is required per maximum 100 swimmers\*\*; special conditions apply to under 8 year olds or persons with special needs. \*\*Lifeguard charge applies to bookings before 12pm, after 6pm, or for 300+ swimmers.

**PAYMENT METHOD** (please circle preferred option)

Invoice (to contact person and address as above) Cash (to be paid on date of booking)

Signed: .................................................................................. (Hirer/Supervising Person)

.................................................................................. (Pool Staff Member) Date:

***STAFF USE ONLY***

*Copy of hire agreement to organisation. Date:*

*Invoice instruction to U Leisure finance. Date:*

*Or Cash received. Date:*

***Date of Booking****: Main Supervisor*

*Agreed number of: Swimmers*                 *Spectators*

**UNIVERSITY OF WAIKATO POOL – HAZARD REGISTER**

Hazards may create varying levels of risk for customers and staff. Please consider these risks in planning activities at the University of Waikato Pool.

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| **Hazard** | **Potential Harm** |
| Sharp surfaces | Lacerations |
| Slippery Surfaces | Broken bones, bruising, abrasions, slips and falls |
| Running around poolside | Broken bones, bruising, abrasions, slips and falls |
| Entry and Exit doors blocked | Slips, trips and falls |
| Persons inhibited from exiting the premises in an emergency e.g. Fire |
| Electrical leads | Electrocution, Tripping |
| Chemicals used in pool water management | Poisoning |
| Eye and skin damage |
| Unsupervised children | Drowning, Injury |
| Contamination of the Pool (faecal, vomit, blood, cryptosporidium) | Serious Illness |
| Customers under the influence of drugs or alcohol | Drowning |
| Loss of Consciousness |
|  |
| Diving into shallow water of pool | Collision, broken bones, drowning, loss of consciousness |
| Bombing | Collision, broken bones, drowning, loss of consciousness |
|  |
| Customer wearing inappropriate clothing in pool | Drowning, loss of consciousness |
| Lack of parental and caregiver supervision | Slip Trip Fall |
| Drowning |
| Loss of Consciousness |
|  |
| Bullying, pushing, fighting | Abuse |
| Assault |
| Mental Harm |
| Severe Weather | Lightning Strikes |
| Broken Bones and Lacerations from falls and falling objects in high winds |
| Sun Exposure | Sunburn |
| Trampoline Mat | Injury |

**TERMS AND CONDITIONS – Section Two**

1. **The Hirer will pay U Leisure the Fees as set out in this Agreement.**
2. **Where payment is not made in accordance with clause 1, the Hirer agrees to pay U Leisure all costs and expenses (including debt collection fees or legal fees) incurred by U Leisure in seeking to recover the unpaid amount.**
3. The Hirer will not use the Venue other than for the Purpose as set out in this Agreement. The Hirer warrants that the Purpose is accurately and comprehensively described, and that the Hirer will not use the Venue for any activity that is of an objectionable nature, is in breach of reasonable standards of public decency or in U Leisure’s reasonable opinion is likely to create a nuisance. The Hirer will not adversely impact on other users or areas of The University of Waikato Campus, or neighbouring residents.
4. The number of attendees must not exceed the number of anticipated attendees set out in this Agreement, unless written notice of an increase in numbers is provided to the UoW pool Team Leader 48 hours prior to the booking.
5. The Hirer will comply with all applicable health and safety requirements, including but not limited to the Health and Safety in Employment Act 1992. The Hirer must have suitable health and safety procedures in place. U Leisure acknowledges its obligations in respect of health and safety and will comply with such obligations.
6. In addition to health and safety, the Hirer will comply with all other applicable laws, regulations and U Leisure and/or University policies, procedures and directions, including but not limited to the University’s Smoke Free Policy.
7. Nothing in this Agreement will create for the Hirer any lease, tenancy or interest in the Venue or the University campus (**Campus**).
8. The Hirer will not make any alterations or additions to the Venue (including but not limited to the affixing of signs or advertisements or the erecting of any marquees), without the prior written approval of U Leisure.
9. The Hirer will keep and maintain the Venue in the same repair and condition as it was at the commencement of the Hire Period (fair wear and tear excepted) and must ensure it is left clean and tidy. If the Hirer fails to maintain the Venue as required, U Leisure may take the steps necessary to reinstate the Venue and recover all costs associated with such from the Hirer.
10. Any Hirer who plans to sell or dispense food and/or beverages must carry the appropriate Hamilton City Council certificates, permits and licenses and all food and/or beverages must be prepared and dispensed in accordance with such. The sale or supply of liquor requires a licence under the Sale of Liquor Act 1989.
11. Emergency and public access ways must be kept clear at all times. Motorised vehicles are not permitted on the Campus beyond car parking facilities, with the exception of authorised vehicles and motorised wheelchairs. Temporary vehicle access may be granted for specific purposes by written notice from U Leisure or the University.
12. The Hirer will advise U Leisure if electrical power is required for the Purpose so that the U Leisure or University electrician can determine whether the required load is within the Venue’s wiring capacity. The Hirer must ensure that all electrical equipment has a current electrical certification tag displayed on that equipment. All leads must be anchored/taped down to minimise tripping hazards.
13. The Purpose will not be advertised as being associated with the University or U Leisure without the prior written consent of U Leisure. Any use of the other party’s intellectual property for the purposes of advertising shall not give a party any rights, title, or interest in the intellectual property of the other, and such use will be subject to prior written approval.
14. A responsible level of adult supervision must be provided by the Hirer for groups involving persons under 18 years of age.
15. The Hirer will give U Leisure prompt notice of any accident to any person or U Leisure or University property, or defect with the Venue the Hirer becomes aware of. U leisure may at any time enter the Venue to check that the Hirer is complying with this Agreement, and to make repairs and inspect hazards or breakages.
16. To the maximum extent permitted by law the Hirer will indemnify U Leisure and the University for all loss, claims, expenses or damage caused to U Leisure or the University by the Hirer and/or any third party for whom the Hirer is responsible.
17. To the maximum extent permitted by law, U Leisure or the University will not be liable for any loss, claims, expenses or damage caused to the Hirer’s equipment or property, or loss, claims, expenses or damage that occurs to the Hirer or any third party from the Hirer’s use or booking of the Venue, except to the extent that the harm or loss is caused by the negligence or wilful breach of this Agreement by U Leisure or the University. If U Leisure or the University is found liable for any loss, claims, expenses or damage, except where such is caused by the negligence or wilful breach of the Agreement by U Leisure or the University, U Leisure’s or the University’s liability will be limited to the Fees paid under this Agreement.
18. U Leisure may require the Hirer to obtain Public Liability Insurance and may require the Hirer to present proof of this insurance cover. **[OR]** The Hirer must obtain and maintain suitable public liability insurance and present proof of this insurance cover to U Leisure. **[OR]** The Hirer must obtain and maintain suitable public liability insurance in the sum of not less than $2,000,000 in respect of each claim. The Hirer shall produce evidence of the existence of insurance cover to U Leisure upon request.
19. Neither party will be liable for breach of this Agreement caused by events reasonably beyond the control of such party (however, this clause will not extend to excuse the consequences of financial difficulty or the non-payment of monies due).
20. The Hirer must not enter any part of the Campus that is not included as part of the Venue, except as reasonably necessary to access the Venue, and except areas that are open to the public during the Hire Period.
21. U Leisure may cancel the booking and terminate this Agreement immediately in the event the Venue is no longer fit for purpose, or if the Hirer breaches, or in U Leisure’s reasonable opinion is likely to breach this Agreement. Either party may terminate this Agreement by providing 5 working days’ notice to the other.
22. Neither party will assign or otherwise transfer or encumber its rights or obligations under this Agreement except with the prior written consent of the other.
23. Any variation of this Agreement must be in writing and signed by an authorised person for each party.
24. The parties acknowledge that this is a short form agreement. It may not deal with some matters that may arise. Because of this the parties will work with each other cooperatively to determine how this Agreement is to apply to such matters on a case by case basis, having regard to the broad intentions of the parties in entering into this Agreement. The parties will not circumvent or attempt to circumvent the provisions and/or intent of this Agreement.