# Nedlands Primary School Swimming Pool

# Community User Agreement

# Between:

# Nedlands Primary School P&C Association Incorporated (“P & C”)

# And

# (“User”)

Details of User:

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (h): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (w): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(for pool announcements)*

## Introduction

A small, discrete group of people in the Nedlands Primary School and/ or City of Nedlands community wishes to access the fenced area in the south-eastern corner of the Nedlands Primary School campus (including the Nedlands Primary School Swimming Pool (“**Pool**”), surrounding grass area, toilet and changerooms) (“**Pool Area**”) in order to use the Pool for recreational swimming (“**Swimming**”). The User, and their guests (which include their own family members), are one such group of people.

There will be no lifeguards in the Pool Area. From a water safety perspective it is therefore vital the User possesses a range of swimming and water safety skills, an understanding of pool usage, an awareness of the restrictions in place to minimize the dangers, and an ability to raise the alarm in an emergency.

***Agreement***

***1. Permission to use***

(a) The P&C grants to the User the right to enter and use the Pool Area for Swimming during the period from 28 November 2020 to 30 April 2021 (“**Season**”), subject to the due and punctual performance and observance of the terms and conditions of this agreement.

(b) The P&C acknowledges receipt of $170 from the User (or the User together with any other User who is a family member of the User) as a fee for the P&C granting the User the privileges under this agreement. The User acknowledges receipt from the P&C of access codes to the lock on the fence surrounding the Pool Area and to the lock on the First Aid room in order for the User to access the Pool Area in accordance with this agreement (“**Access** **Codes”)**.

(c) This agreement does not confer upon the User any estate or interest in the Pool Area or any part thereof and the possession and control of the Pool Area shall at all times remain vested in the P&C, it being acknowledged that the User’s privileges in relation to the Pool Area arise only by way of this agreement.

(e) The User acknowledges and confirms that the P&C’s ability to permit the use of the Pool Area by other persons than the User is not intended to be precluded by this agreement.

(f) The User agrees that he or she and any other person lawfully authorised by the User to enter the Pool Area in accordance with section 5 of this agreement (including any person under the age of 18 years (“**Child**”))(“**Guests**”) enter and use the Pool Area at their own risk. The P&C shall not be responsible in any way for any injuries which the User, or his or her Guests, may at any time sustain whilst in or about or upon the Pool Area, or the access ways leading thereto, howsoever occurring. The User must indemnify the P&C and keep the P&C indemnified from and against all cost demands and expenses arising from any damage or injury caused to any property or person (including any Guest) whilst the User (or any Guest of the User) is using the Pool Area or whilst gaining access to or egress from the Pool Area.

(g) This agreement shall terminate upon the earlier of the end of the Season or on termination as otherwise provided by this agreement. Notwithstanding the other provisions of this agreement, the P&C may, in its discretion and at any time, terminate this agreement and the rights created pursuant to this agreement by giving to the User written notice of such intention.

## 2. User Skill Assessment (Induction Checklist)

The User acknowledges that there will be no lifeguards in attendance at the Pool Area during the Season. The User must possess (and continue during the Season to possess) the following skills to the satisfaction of a Royal Life Saving Society Australia Accredited Examiner (“RLS Examiner”):

(a) Swimming

The User must be able to:

(i) Swim 25m using any stroke of a range of strokes (freestyle, breaststroke, sidestroke);

(ii) Rescue a manikin from water; and

(iii) Recover an object from the deepest part of the pool.

(b) Water Safety

The User must be able to perform certain self preservation and defensive techniques as identified by the RLS Examiner.

(c) Accompanied Rescue

The User must be able to rescue a person who is in difficulty 10 metres from safety with a flotation aid.

(d) Emergency Procedure

The User must be able to:

(i) Recognize an aquatic emergency; and

(ii) Effectively execute established emergency procedures.

(e) Resuscitation

The User must be able to:

(i) Perform 1 man and 2 man CPR; and

(ii) Immobilise a breathing person who has a suspected spinal injury (vice grip and/or extended arm rollover).

## 3. Pool Usage and Access to the Pool Area

(a) The User must only use the Pool (and access the Pool Area) during the following times (“Opening Hours”) during the Season:

(i) on School days from 3:15 pm to 7.00 pm;

(ii) on School Holidays (weekdays) 9am to 7.00 pm, Weekends and Public Holidays from 9am to 7.00pm (open 3pm to 7pm Christmas Day 2020); and

(iii) at other times at the discretion of, and with written permission from, the P&C.

The P&C reserves the right to amend such Opening Hours from time to time by notifying the User by email or by noting the same on a sign located on the gate to the Pool Area.

(b) The User represents and warrants that he or she is a person of 18 years of age or older (“**Adult**”) as at the date of this agreement.

(c) The User must retain possession of the Access Codes at all times and must not give the Access Codes to any other person (including a spouse or partner) who is not also a User. The User may not assign, transfer or part with the benefit of this agreement without the P&C’s written consent.

(d) If the User provides the Access Codes to another person (who is not also a User) then this Agreement will be immediately terminated without financial recompense.

(d) The User must be present at all times when his or her Guests are in the Pool Area (and, as a result, the P&C recommends that both parents in a family may wish to become an authorised User so that either of them can attend with their children).

(e) Every time that he or she leaves the Pool Area, the User must leave the Pool Area after all of his or her Guests and, if no other person is still in attendance in the Pool Area, the User must ensure that the gate is closed properly and locked. This is very important for the safety of the general public and to prevent unauthorised persons (including Children) from entering the Pool Area.

## 4. General Undertakings by User

(a) The User will abide by all advisory signs placed in or around the Pool Area by the P&C (or any representative of the P&C) or Nedlands Primary School.

(b) The User will be an active participant in monitoring and policing the behaviour of all of his or her Guests whilst they are in the Pool Area.

(c) The P&C reserves the right to eject anyone from the Pool Area and/or to terminate this agreement (and revoke User privileges for the remainder of the Season) if there has been a failure to observe any conditions of use or terms of this agreement by the User or any Guest of the User.

(d) The User must leave the Pool Area in a clean and tidy condition, with a minimum of barriers and obstructions for other Users.

(e) The User must not abuse or misuse any first aid, rescue or emergency equipment or any other property within the Pool Area.

(f) The “Pool Manager” is Mr Taku Korogi, mobile telephone number: 0411 326 763 (“**Pool** **Manager**”).

(g) If any first aid, rescue or emergency equipment or any other property within the Pool Area are used or materials consumed, the User must note such use or consumption in the Communications Book provided in the First Aid Room within the Pool Area.

(h) Spot checks will be made periodically by a P&C representative to ensure compliance with the conditions of use. Failure to comply with any of the above conditions can result in termination of the User’s right to use the Pool, and access the Pool Area, under this agreement.

(i) The P&C reserves the right to impose any other reasonable rules or requirements with respect to the use of the Pool Area from time to time on the proviso that these changes are communicated to the User (including by email).

## 5. Requisite Number of People Present and Guests

**(a) A User is not permitted to, and must not, enter the Pool Area (or grant anyone else access to the Pool Area) unless there is at least one (1) other person (including other Users and their Guests) of greater than ten (10) years of age in attendance in the Pool Area.**

(b) Subject to this section 5, the User may grant access to the Pool Area at any one time to a maximum of:

(i) all of the User’s family (being the User and the User’s husband or wife or de facto husband or wife and any children for which the User, or his or her husband or wife or de facto husband or wife, is the guardian or parent); and

(ii) a maximum of 2 Adult Guests and any Children for which both such Adult Guests are the guardians or parents.

The User must ensure its Guests observe the rules and regulations pertaining to the Pool Area and the terms and conditions of this agreement. The User should encourage regular Adult Guests to enter a community user agreement to become authorised Pool users.

(c) The User shall not grant access to the Pool Area to any Adult Guest (or any other Guests of the User for which such Adult Guest is the guardian or parent) (“**Guest Family**”) until such Adult Guest acknowledges and agrees (for and on his or her own behalf and on behalf of all other members of the Guest Family) that the Guest Family enters the Pool Area at its own risk and:

(i) the P&C shall not be responsible in any way for any injuries which any member of the Guest Family may at any time sustain, whilst in or about or upon the Pool Area, or the access ways leading thereto, howsoever occurring; and

(ii) such Adult Guest must indemnify the P&C and keep the P&C indemnified from and against all costs, demands and expenses arising from any damage or injury caused to any property or person whilst any member of the Guest Family is using the Pool Area or whilst gaining access to or egress from the Pool Area.

(d) By granting a Guest Family access to the Pool Area, the User represents and warrants to the P&C that the acknowledgement and agreement of the Adult Guest (for and on his or her own behalf and on behalf of other members of the Guest Family) as described in section 5(c) has been given.

## 6. Restrictions

The User (and his or her Guests) must comply with the following restrictions with respect to the access and use of the Pool Area:

(a) Children who access the Pool Area in accordance with section 5 of this agreement must be accompanied in the Pool Area by at least one (1) Adult (being either an Adult Guest or the User) who is responsible for the supervision of each such Child at all times whilst such Child is within the Pool Area (“**Responsible Adult**”).

(b) Children who are under 10 years of age must be under direct supervision of a Responsible Adult, who is prepared to enter the water and is maintaining constant surveillance of the Pool and such Children within the Pool Area (for example, no such Child may be left while a Responsible Adult is swimming laps or reading a book).

(c) Children who are under 5 years of age must, when in the Pool, be within arms length of a Responsible Adult at all times.

(d) No alcohol may be consumed in the Pool Area by any person.

(e) There must not be any diving in or into the Pool – the water is too shallow.

(f) The Swimming does not include, and the User must not organise, any group activities with more than one other authorised user (and Guests) family.

(g) The User must make arrangements to ensure activities in the Pool Area (including, without limitation, family picnics) do not compromise supervision of Children by the Responsible Adult.

(h) The User agrees to help the Nedlands Primary School be a good neighbour and will endeavour to limit undue noise when using the Pool and accessing the Pool Area. The User must not use amplified music, thunder sticks or other unduly noisy or disruptive pool toys and games around the Pool or Pool Area.

(i) No dive bombing, running or rough play is allowed in the Pool or Pool Area.

(j) Surfboards, lie lows and other large flotation devices are not allowed in the Pool or Pool Area.

(k) All objects (including, without limitation, toys, clothing, towels and litter) must be removed after each attendance in the Pool Area.

(l) Animals are not permitted in the Pool Area at any time.

(m) Drinking glasses and glass bottles are not permitted in the Pool Area.

## 7. Ability to raise the alarm in an emergency

(a) The User is responsible for being aware of, and strictly adhering at all times to, all of the Emergency Procedures outlined in the Emergency Procedures Manual (a copy of which is available in the First Aid Room within the Pool Area).

(b) The User must use his or her best endeavours to have an effective means of communication at all times within the Pool Area (for example, by having access to a charged mobile telephone).

(c) The User shall make him or herself familiar with the location of the first aid kit and rescue equipment in the First Aid Room.

(d) The User agrees to notify the Pool Manager immediately by telephone and in writing (forwarded to the Pool Manager at the P&C’s address) of any injury to any person or property which occur whilst the User (or his or her Guests) is within the Pool Area, and to obtain and provide statements from witnesses and the injured person as required. These should be recorded in the Communications Book and signed and dated by each witness.

(e) The User shall notify the Pool Manager (by telephone) if he or she, or any Guests, notice any damage to the Pool or Pool Area and/or if they become aware of anything that may effect other people’s use of or safety in the Pool or the Pool Area.

We agree with the above terms and conditions.

Signed  
by the User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on  
behalf of the P&C: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of person  
signing for and on

behalf of P&C: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_