



Murrumbidgee COUNCIL

COLEAMBALLY SWIMMING POOL COMPLEX 2019-2020 CONTRACT

Contents

1. Summary Details of the Coleambally Swimming Pool	3
2. Revenue Sharing	4
3. Expenses – Principal and Pool Contractor	5
4. Minimum Qualifications	7
5. Desirable Qualifications (Please advise if you would like to undertake training).....	7
6. Periodic Reports	7
7. General Conditions of Contract.....	8
7.1 Nature of Contract	8
7.2 Insurance	8
7.3 Compliance.....	8
7.4 Sub-contracting	8
7.5 Equipment and Materials.....	8
8. Examination, Reporting and Payment.....	9
8.1 Examination.....	9
8.2 Reporting.....	9
8.3 Payment of Works.....	9

8.4	Variation Claims	10
8.5	Statutory Compliance.....	10
8.6	Quality Assurance.....	10
9.	Work Health and Safety.....	10
9.1	Hours of Work	11
9.2	Notice of Damages	11
9.3	Code of Conduct.....	12
10.	Specific Conditions of Contract.....	12
10.1	Familiarisation	12
10.2	Duration.....	12
10.3	Termination of Contract	12
10.4	Tenure.....	12
10.5	Remuneration	13
10.6	Hours of Work.....	13
10.7	Administration Charges	14
10.8	Equipment	14
10.9	Special Functions	14
10.10	Responsibility and Functions of the Contractor	15
11.	Responsibility and Functions of Council	17
11.1	Right of Entry	17
11.2	Notices	17
11.3	Governing Law	17
11.4	Contract	17
12.	Plant & Equipment.....	Error! Bookmark not defined.

1. Summary Details of the Coleambally Swimming Pool

CONTRACT TO BEGIN	1 November 2019
Location:	Falcon Road COLEAMBALLY NSW 2707 Phone: 02 6954 4060
Hours of Operation as of 2 November 2019	Tuesday to Sunday: 6.00am to 10.00am 1.00pm to 7.00pm Closed: Mondays Closed: Christmas Day, New Year's Day and Good Friday
Prices: 2019/2020 Season (ex GST) (Subject to Council Resolution)	Single Entry Adult \$ 3.50 Junior (2-16 years) \$ 2.00 Season Tickets Family \$175.00 Single (adult) \$ 90.00 Junior (2-16 years) \$ 55.00 Non Swimmers Free Children under 2 years Free
Potential Activities:	Lap and Recreational Swimming (Mandatory) Learn to Swim and Coaching (Mandatory) Club Swimming Activities (Mandatory)
Facilities:	25m Pool Shaded Toddlers' Pool Kiosk and Change Rooms Shaded picnic tables and BBQ area
Capital Works:	Capital works may be undertaken during the season to repair or enhance existing facilities. Care will be taken to minimise disturbance to normal operations.

2. Revenue Sharing

Council		Pool Contractor	
general admission revenue	100%	general admission revenue;	0%
seasons tickets and periodic passes	100%	seasons tickets and periodic passes	0%
learn to swim classes, swimming squads and professional coaching	0%	learn to swim classes, swimming squads and professional coaching;	100%
aquatic programs and activities	0%	aquatic programs and activities;	100%
event hiring	0%	event hiring;	100%
sale of food and beverage throughout the centre	0%	sale of food and beverage throughout the centre;	100%
retail merchandising	0%	retail merchandising;	100%

3. Expenses – Council and Pool Contractor

Council	Pool Contractor
Land rates, water rates, water usage – all operating costs	Nil
Major refurbishment and capital improvements as agreed – All electricity costs	Nil
Plant replacement and repair subject to fair wear and tear – All gas costs	Nil
All operating equipment and appliances – garbage bins and bags and garbage removal	Garbage bins to be placed kerbside weekly each Tuesday evening and Sunday evening for collection
Periodic maintenance of Plant and Equipment from an accredited service provider (semi annual and annual servicing of chlorinator, filters, pumps)	Nil
Structural and Major maintenance	Nil
First Aid Provisions	Nil
Provision and servicing of fire extinguishers to facility.	Nil
Telephone supply carrier costs	Telephone calls
Security costs (monitoring)	Nil
Water charges	Day to day operating and monitoring of plant and equipment and facilities
Installation and replacement of pool signage. All cleaning requirements	Signage – ensuring good condition and installed at all times , report when out of date/damaged
All pool chemicals	Ensure chemical levels are correctly maintained by testing at start and end of each session. Council to perform random testing.
All water testing equipment and provisions	Nil
Staff induction training and accreditation.	Nil
Toiletries and cleaning aids and supplies.	Function performed by Contractor
PPE	Appropriate PPE to be worn by Contractor

Mowing and gardening	Grounds to be kept in a tidy manner to allow ease of mowing and gardening
Repair of Vandalism	Graffiti removal, chewing gum removal

4. Minimum Qualifications

All personnel must hold a:

- a) Current First Aid Certificate;
- b) Current Working With Children Check;
- c) Lifeguard Certificate from Royal Lifesaving Society of Australia, or equivalent.

All personnel must be a minimum of sixteen (16) years of age.

5. Desirable Qualifications (Please advise if you would like to undertake training)

- a) A sound working knowledge of the NSW Department of Health, "Public Swimming Pool and Spa Pool Advisory Document 2012 and the Department of Local Government Practice note 15".
- b) Sound knowledge of the Royal Life Saving Society of Australia Guidelines for Safe Pool Operation.
- c) Certificate III in Pool Operations, or the ability to obtain such qualifications from an accredited institution.
- d) Experience in the maintenance and operation of swimming pool cleaning systems.
- e) Experience in the operation of pool water testing equipment, pool water heating devices and the maintenance of water quality, including testing, chemical treatment, disease control, pool plant operation and maintenance.
- f) Management, including business operation, human resource management and public relations.
- g) Awareness of the Work Health and Safety Act and Regulations
- h) Practical and demonstrated experience in risk management.
- i) Practical and demonstrated experience in safe chemical handling.
- j) A sound working knowledge of the NSW Food Authority Food Standard Code, and in particular the fundamental principles for safe food preparation and handling.

6. Periodic Reports

Patronage

An annual report on customer satisfaction based on a program of collecting and collating constant feedback from the full range of patrons.

The annual report is to include:

- A report on daily patronage
- New membership and season pass sales

Maintenance

The contractor is to submit a monthly report on the maintenance items identified and completed in the immediately preceding month. The monthly report is to include :

- The item requiring maintenance
- The problem identified

WH & S

The Contractor agrees to adopt Murrumbidgee Council's Work Health & Safety Site Specific Management Plan.

The Contractor is to submit within the first fourteen (14) days of each calendar month a report on the work health and safety activities conducted in the immediately preceding month.

The monthly report is to include:

- Summary of Accident Reports and the action taken to manage future risk;
- Summary schedule of all first aid equipment and supplies, safety equipment and Personal Protective Equipment with confirmation that it complies with relevant standards.
- A copy of the current register of all Chemicals and associated MSDS stored at the facility
- A copy of records of daily water test readings and conditioning.

NOTE: *The summary reports are to be based on records compiled and maintained by the Contractor as part of daily operations.*

7. General Conditions of Contract

7.1 Nature of Contract

The contract is for the lump sum, periodic payment for the works tabled in Section 10.5 and any variations requested by the Council.

7.2 Insurance

The Contractor will operate under Council's Public Liability Insurance.

The Contractor will be responsible for all other insurance and coverage of employees.

7.3 Compliance

At any time, at the request of the Council, the Contractor must produce sufficient evidence to the satisfaction and approval of the General Manager that all insurance and other requirements of the contract are being met.

7.4 Sub-contracting

All or part of this contract cannot be sub-contracted without prior written approval by Council. All requirements under this contract shall apply to all sub-contractors.

7.5 Equipment and Materials

The Contractor is to provide all materials, equipment and machinery required to carry out the works stated in the specifications.

All equipment, materials and machinery must comply with Industry Standards, 'Australian Standards' if applicable and used according to any labelled instructions, manuals or manufacturers advice.

8. Examination, Reporting and Payment

8.1 Examination

The Principal reserves the right to inspect works done at any time with or without prior knowledge of the Contractor. Results of inspections, a 'Pool Inspection/Analysis Report', can be requested from Council, up to 14 days from the inspection.

8.2 Reporting

The 'Pool Inspection/Analysis Report' is to form the basis of the contract's quality control reporting.

Failure to meet the Quality Standards set out in Appendix A may result in non-conformance, and in extreme cases the deduction of monies from the Contractor's future monthly payment claim/s or invoices. The deduction amount incurred will include the full cost of rectification and/or fines/penalties incurred due to failure of Contractor to meet the Quality Standards.

8.3 Payment of Works

Direct Debit Payment of works will be made within 14 days after submission of 'Claim for Payment' form is signed, completed and received by the Principal. Payment claims must be submitted within 14 days of each new month.

No special payments will be made unless pre-approved and authorised by the General Manager of his delegate.

Before paying any monies to the Contractor under the contract, Council shall require the Contractor to make a statutory declaration that all workers, sub-contractors and suppliers who are, or at any time have been, engaged on the work under the contract have been paid in full, all amounts which have become payable to them by virtue of their engagement or employment by the Contractor under the contract as wages and allowances of every kind required to be paid by or under any statute, ordinance or subordinate legislation, or by any relevant award, determination judgement or order of any competent court, board, commission or other industrial tribunal or by any relevant industrial agreement that is in force in the State or Territory in which the work under the contract is being or has been carried out and to the latest date at which such wages and allowances are payable.

The provision by the Contractor of the statutory declaration referred to in the preceding paragraph shall be mandatory, and is provided on the pro-forma provided in Appendix A – Claim for Payment.

If the wages or allowances of any worker, sub-contractor or supplier who is employed or has been employed on the work under the contract remain unpaid, the Council may, upon the production of satisfactory evidence of a judgement or order of a court of competent jurisdiction in respect thereof, pay the amount of the judgement or order including any costs awarded thereby to the worker, sub-contractor or supplier concerned. Any amount so paid shall be a debt due by the Contractor to Council and may be deducted or recovered by Council from the Contractor's monthly payments. The debt shall be acknowledged as legal, due and payable by the Contractor, and such acknowledgment shall form part of this contract.

8.4 Variation Claims

Council shall not be liable upon any claim by the Contractor in respect of any matter arising out of the contract unless the variation is:

- authorised by the General Manager or delegated staff and;
- a claim is lodged detailing variations and name of the authorising Council staff.

8.5 Statutory Compliance

It shall be incumbent upon the Contractor to ensure that they comply with the requirements of Practice Note 15, the Department of Health, the Environmental Protection Authority, the Work Health and Safety Act 2011, the Protection of the Environment Operations Act 1997 and any other relevant statutory authority or statute.

8.6 Quality Assurance

All goods and services, unless otherwise specified, shall be in accordance with Australian Standards specifications, where such exist. Where an Australian Standard does not exist, relevant ISO Standards shall apply.

The Contractor shall:

- comply with all the quality and work requirements as provided in the contract documents;
- ensure that each of its sub-contractors comply in like manner;
- demonstrate to the Council by mutual inspection and/or documentation whenever required that all the quality requirements of the contract are being met.

In the event of the Contractor providing inadequate quality, neglecting, refusing or not carrying out work according to the specifications, the Council reserves the right to employ labour to perform the said work and deduct all associated costs from the Contractor's monthly payments.

It shall be the Contractor's responsibility to ensure the quality of work performed and that the procedures for work performed comply with an appropriate Quality Management System Standard.

Documentary evidence shall be produced upon request of the Contract Manager or other authorised officer to show that the Standard for Quality has been complied with. No requirement to test all items will be necessary where a supplier has given proof of certification to an appropriate standard.

Contractors shall be required to have in place an appropriate Quality Management System (where the risk associated with the contract warrants). The Quality Management System shall comply with AS 9000:2000 series Standard, and provide documentary evidence of certification. Contractors shall be prepared to have the Quality Management System audited by a Council officer from time to time if required.

9. Work Health and Safety

The Contractor must:

- Comply with all requirements of the contract and all statutory requirements of the Work Health and Safety Act 2011 and the Work Health & Safety Regulations 2011.

- Ensure that each of its sub-contractors and consultants or people engaged by the Contractor comply in like manner.
- Demonstrate to the Council whenever requested that requirements of the contract and statutory requirements of work health and safety are being met.
- The Contractor is to submit to Council a Work Health and Safety Management Plan to ensure compliance with relevant legislation and responsible work practices are followed. The Work Health and Safety Management Plan shall address, but not be limited to, the following issues:
 - Managing compliance with WH & S legislation, regulations, standards and codes.
 - Plan and conduct of safety training, including induction for new employees.
 - Develop and implement emergency procedures.
 - Ensure compliance with safe working rules.
 - Undertake risk assessments.
 - Prepare Safe Operating Procedures for all plant and machinery used.
 - Verify that work areas, work methods, materials, plant and equipment comply with safety legislation, standards and codes.
 - Quarantine unsafe work areas, materials, plant and equipment.
 - Report incidents and accidents and collate accident and injury statements.
 - Investigate incidents and accidents and initiate corrective actions to eliminate or reduce risk.
 - Implement fault and maintenance schedule for plant.
- The above requirements must be complied with prior to commencing work. Failure to provide reasonable information to Council within 30 days of being awarded the contract shall result in Council being able to terminate the contract at no penalty to Council.

9.1 Hours of Work

The available hours of work for contract performance under the contract must be carried out within the guidelines stated in the EPA's 'Environmental Noise Control Manual' for each work function carried out near residential and built up areas.

In addition, available work hours for contract performance may be limited to times stated in the contract specifications according to specific workplace requirements.

Contract performance may be allowed outside these additional requirements with prior approval of Council's Contract Manager.

9.2 Notice of Damages

It is required that the Contractor provides a maintenance report on the contract's work site, of which contains conditions that:

- prevent the Contractor from achieving work requirements;
- may provide a health risk to the general public and workers.

The report must contain a description of the item, its location and identified problem.

If any damaged item or structure poses an immediate threat to the health and safety of the general public, it should be immediately restricted from access and reported as soon as possible to the Council.

9.3 Code of Conduct

The Contractor MUST adhere to Council's Code of Conduct.

The Contractor, each member of the partnership, employees and sub-contractors must be familiar with Council's Code of Conduct and must sign the attached declaration, that the document has been read and understood.

10. Specific Conditions of Contract

10.1 Familiarisation

The Contractor has made themselves familiar with the contract requirements, pool and equipment provided and understands, with the full knowledge of its present condition, the desire to accept a contract for the management of the Swimming Pool on the conditions herein contained.

The word Contractor, whenever used herein, shall mean and include the Contractor and their executors and administrators/employees.

10.2 Duration

This contract shall commence on **1 November 2019 and cease on 21 April 2020**, or upon such other date as mutually agreed, unless terminated under Section 9.3 hereof.

If the Council desires to extend the said period of any season then it may give notice in writing to the licensee of a terminating date **not later than 1 April 2020**, in which case notice shall be given no later than **two weeks** prior to the original closing date.

10.3 Termination of Contract

This contract may be terminated by the Council at any time upon the happening of any one or more of the following events:

- a substantial breach of this contract by the Contractor;
- the conviction of the Contractor for any felony or misdemeanour;
- the Contractor committing any indecent, brutal or criminal act;
- the Contractor becoming mentally or physically incapable of performing their duties under this contract;
- the Contractor acting in a manner considered undesirable by the Council and not in the best interests of the public or public safety and convenience.

10.4 Tenure

The Contractor shall be an independent Contractor and not an employee of the Council under this contract, and nothing in the contract shall be deemed to create a relationship of employee between Council and the Contractor.

The Contractor shall not, without the consent of Council, assign or transfer, encumber or otherwise deal their rights and powers under this contract.

10.5 Remuneration

Subject to the provisions of Section 10.7 hereof, the Contractor shall be entitled to retain for his own sole use and benefit all fees for private swimming lessons given by the Contractor and all takings of the kiosk provided that all stock sold at the kiosk shall be supplied by the Contractor at his own expense.

The Contractor shall keep accurate records which they shall make available to the Licensors upon request of all monies received and receivable by them for admission charges or kiosk sales.

POOL CONTRACTOR PAYMENT SCHEDULE 2019/2020

Period	Amount
1 – 30 November 2019	\$10,500
1 – 31 December 2019	\$10,500
1-31 January 2020	\$10,500
1-29 February 2020	\$10,500
1 March – 31 March 2020	\$10,500
1 April – 21 April 2020	\$ 7,500
2019/2020 Season Total	\$60,000

The Contractor shall have the sole right to conduct a kiosk at the pool.

The Contractor shall trade on their own account in the kiosk at the pool area and shall be entitled to all profits but liable for all losses in relation thereto and hereby indemnifies the Council in respect of all damage claims, costs, expenses and demands in relation to the kiosk during the currency of this contract. Under no consideration whatsoever shall any beverage or food containing alcohol or other drugs, be stocked (except analgesics of a type approved by the law). The Contractor shall keep the kiosk clean and comply with the Food Act at all times.

10.6 Hours of Work

The Contractor will manage, operate and conduct the pool during the period commencing 1 November 2019 and ceasing on 21 April 2020, for six (6) days in each week. The Contractor shall keep the pool open for use of the general public each day of the season during the core hours of:

Closed Mondays

Tuesday to Sunday: 6.00am to 10.00am; 1.00pm to 7.00pm

(including weekends, school holidays and public holidays, excluding Christmas Day, New Year's Day and Good Friday)

Each week on a Monday, the Licensee shall utilise this day for maintenance of the pool as hereinafter set out, and it is hereby agreed and declared that the Licensee may, at his option, open the pool on any such remaining day provided he has completed in a proper manner all such maintenance work prior to opening the pool to the public.

The Contractor can, at their discretion, keep the pool open outside the core hours for the use of the public for as long as they shall think necessary.

Further, provided that the pool may be closed during core hours only with the prior permission of Council's General Manager or delegate, and such permission will not be unreasonably withheld particularly in relation to inclement weather. Provided the pool shall be kept open at all other times.

10.7 Administration Charges

Unless otherwise directed in writing by Council, the Contractor shall make the following charges for admission to the pool during core hours:

Single Entry

Adult	\$ 3.50
Junior (2-16 years)	\$ 2.00

Season Tickets

Family	\$175.00
Single (adult)	\$ 90.00
Junior (2-16 years)	\$ 55.00
Non Swimmers	Free
Children under 2 years	Free

These charges shall be adjusted annually during the term of the contract, according to the CPI at June 30. The first adjustment is to be made June 2020.

Should the Council wish to make the charges lower they will via resolution, and advise the Contractor.

All admission charges paid shall immediately become the property of the Council.

Admission charges shall be waived to carers of people with disabilities attending Council's swimming pools upon display of a companion card from the NSW Companion Card Scheme managed by the National Disability Services.

10.8 Equipment

The Contractor is required to provide all labour necessary to carry out the work specified under this contract, and the Contractor is responsible for all running costs and maintenance of any other plant and equipment operated by them.

The plant or machinery used in the performance of this contract shall be fit for use and operated as per the manufacturer's requirements.

10.9 Special Functions

The Contractor shall not allow any person or organisation to conduct a swimming carnival or function at the pool without the prior approval of the Council. Any person or organisation conducting a swimming carnival or function must complete and sign a Council Facility Booking Form. Functions by an organisation which invite the general public **must** also provide a Public Liability Certificate of Currency to the sum of a minimum \$20 Million. A copy of the User

Agreement and Certificate of Currency **must** be submitted to Council prior to the function being held.

The charges to be made by the Contractor shall be mutually arranged between the Contractor and the organisation and, in the event of any dispute or disagreement, the Council shall arbitrate and fix the charge, and the decision of Council shall be final.

The Council, in its absolute discretion, may allot exclusive use of the pool at any time for any purpose/function it deems fit. The pool will be open as necessary for such functions. The Contractor will retain the admission charges for such occasions.

The waiver of entry fees for special functions or support personnel will be at the discretion of the Contract Manager.

10.10 Responsibility and Functions of the Contractor

The Contractor may give private coaching/swimming lessons if suitably qualified and charge a fee mutually agreed upon between the parties. No other person shall have the right to conduct swimming or coaching classes without the consent of the Council, except the NSW Department of Sport and Recreation or approved Schools and at a time mutually agreed upon by both the Contractor and the relevant organisations. Nor shall a parent or guardian of any child be prevented from giving swimming or coaching instruction to their child if no disruption is caused to other users of the pool.

If, in the opinion of the Contractor, a person is under the influence of alcohol or a drug, or is causing or is likely to cause a nuisance or annoyance to any other person or is a danger to themselves/others or behaves in an offensive manner or uses offensive language, the Contractor may refuse entry or direct the person to leave the Pool area and land, and not to re-enter without their consent.

The Contractor shall return any article of lost property to its lawful owner or if the lawful owner cannot be reasonably identified or located then the article shall be dealt with according to the directions of the Council.

The Contractor has made themselves familiar with the pool and equipment provided by the Council and enters into this contract with the full knowledge of its present condition and will not require the Council to upgrade it. Replacement and or repair to Council's plant and equipment will be at the discretion of Council.

The Contractor shall at all times during the term of the contract ensure that at least one person at the pool shall hold and maintain qualifications in accordance with Practice Note 15.

In addition to anything elsewhere prescribed in this contract, the Contractor will:

- a) Control, conduct, manage and maintain the pool in a proper and orderly manner for the protection of the public safety and convenience and will not permit any disorderly conduct or bad language in or about the pool.
- b) Observe and perform all relevant conditions and stipulations set out in the Local Government Act and Regulations thereunder (with which the Contractor shall make themselves familiar) and they will report to the General Manager of Council (or his delegate) the name of any

person committing any breach of that Act or Regulations or conditions or stipulations upon the commission thereof and as soon thereafter as is practicable (Act and Regulations can be found at www.legislation.nsw.gov.au). In the case of an emergency, immediately make appropriate calls for Police, Fire Brigade or Ambulance, and notify a Council representative at the earliest opportunity.

- c) Not assign, sub-contract or transfer the benefit of this contract or the liabilities or privileges hereby granted or any part thereof or attempt to do so.
- d) Not make any alterations or modifications in any part of the pool without the consent of the Council being first obtained.
- e) Keep all trespassers and animals out of the pool.
- f) Ensure that at all times during which the pool is to be kept open to the public, an appropriately qualified person (as per Practice Note 15) shall be in attendance and shall ensure that reasonable vigil will be maintained while the pool is so open. Proof of qualification must be submitted to Council as soon as practicable.
- g) Keep an inventory on plant and tools and will permit any officer of Council to inspect the same at any time.
- h) Not hold themselves out or allow themselves to be held out as having any estate or interest or any proprietary rights of any kind whatsoever in any of the property or assets of the Council in or about the pool.
- i) Effect **Working with Children's Check** of **all** persons (including the Contractor) they may employ or volunteer work in or about the pool and provide Council a copy of their Registration Number.
- j) Council to undertake the lawn mowing and other maintenance work during the period of the contract.
- k) Keep the water in the pools in such condition that it will comply with the standards and tests laid down by the NSW Department of Health and to the satisfaction of the Council's General Manager or Delegate. This is done by taking water tests at the start and conclusion of each session.
- l) Keep proper books of account of the management of the pool and **submit** such books of account to the Council within the first fourteen (14) days of each calendar month for the immediately preceding month. Such books of account shall include full details of admission charges received and season ticket sales.
- m) Keep the pool and all apparatus associated therewith functioning properly and vacuum the pool regularly to ensure they are kept clean.
- n) Keep the toilets, showers and the whole pool area in a clean and tidy condition.
- o) Maintain the kiosk at the pool area and keep it open for business while the pool is open in a proper and businesslike manner and ensure that it is kept clean and complies with the Food Act.
- p) When the pool area is closed, ensure that all doors and gates are properly locked and ensure at all times that security is maintained to protect Council's property; licensee property and other club/associations property. Immediately report any damage to Council's property to Manager, Corporate & Community Services, telephone 02 6960 5500 or mobile: 0407 786 226.
- q) Maintain in an efficient working order all lifesaving and first aid equipment at the pool area.
- r) Notify the General Manager or his delegate of any essential maintenance required which may affect the safety of the public utilising the pool.
- s) Be responsible for all damage to and at the pool area occasioned by the negligent act or omission of the contract agents and staff.

- t) Make arrangements with local swimming associations for the use of the Pool and the Pool apparatus and facilities but so as not to interfere unduly with normal public use.
- u) Any infringement notices incurred through the Contractor's actions; for this property will be the sole financial responsibility of the Contractor.
- v) Remit on a Friday of each week the advised takings to the Council Office.

11. Responsibility and Functions of Council

In addition to anything elsewhere prescribed in the contract, the Council will:

- a) Supply all water and such plant and equipment as set out in Section 3.0.
- b) Pay the rental costs of telephones located at the pool by Council.

11.1 Right of Entry

The Council, by its staff and agents shall, at all times, have the right to enter the pool area.

11.2 Notices

Any notice required to be served in connection with this contract shall be deemed sufficiently served on the Council; if in writing and served on the General Manager or delegate of Council; and shall be deemed to be sufficiently served on the Contractor if in writing under the hand of the General Manager or delegate of Council and served on the Contractor personally or sent to the Contractor through the ordinary post prepaid and addressed to the Contractor.

Nothing herein contained shall create or shall be construed as conferring upon the Contractor any interest other than herein in the swimming pool facility maintenance or any part thereof or in any of the plant and equipment thereof.

11.3 Governing Law

This contract is governed by and shall be construed in accordance with the laws of New South Wales. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales and all courts having jurisdiction to hear appeals from those courts, and waive any right to object to proceedings being in those courts for any reason.

11.4 Contract

This contract embodies the entire understanding and agreement between the parties on the subject matter of this contract.

IN WITNESS thereof the parties to this contract **Operation of Coleambally Swimming Pool Complex; Contract** has set their hands on theday of 2019.

For and on behalf of MURRUMBIDGEE COUNCIL

.....
Rodney John Scarce
General Manager

.....
Witness

.....
Date

.....
Date

Signed by the Contractor

.....

.....
Witness

.....
Date

.....
Date



Murrumbidgee COUNCIL

Attachment 1

12. Plant & Equipment				
Item	Description	Quantity	Contractor Initial	Council Officer
Microwave		1		
Deep Fryer		1		
Deep Freezer		1		
Bar, Display and Ice Cream Fridge		3 total		
Bench tops		2		
Phone		1		
PA System	Hand Held megaphone	1		
Fire Blanket		1		
Fire Extinguisher		1		
First Aid Equipment		1		
Oxygen Resuscitation Kit		1		
Test Equipment		1		
Assorted Tools		-		
Pool Cleaner		1		
Blanket Puller		1		
Pool Blankets		3		
AED		1		



Murrumbidgee
COUNCIL

Attachment 2

Acknowledgement Form

Name:

Contract: Operation of Coleambally Swimming Pool Complex

Contract No.

As a Contractor of Council, you are requested to adhere to and follow Council's Policies and Procedures.

I have read and understood the following policies and procedures:

☐ Council's Code of Conduct.

Signed by Contractor: _____ Dated: _____

PREMISES INSPECTION REPORT COLEAMBALLY SWIMMING POOL COMPLEX

Date of Inspection:		Inspector:	
Contractor Present:	Yes/No	Contractor:	

AREA	COMMENTS	RECTIFICATION ACTION
POOL SURROUNDS		
Floor or ground: - (graded, drained, non-slip, clean & in good repair)		
Walls and ceiling (for indoor pools): <i>(tiled, clean & in good repair)</i>		
Lighting and Ventilation:- <i>(adequate and operating)</i>		
Fittings and fixtures: - (Clean, in good repair and adequate)		
TOILETS / CHANGE ROOMS / SHOWERS		
(i) MENS		
Floor: - (graded, drained, tiled & clean)		
Walls and ceiling: - (tiled – clean & in good repair)		
Lighting and ventilation: - <i>(adequate & operating)</i>		
Fittings and fixtures: - (Clean, in good repair & adequate)		
Toilet paper and hand basins provided?		
(ii) LADIES		
Floors: - (graded, drained, tiled & clean)		
Walls/Ceiling: - (Clean & in good repair)		

AREA	COMMENTS	RECTIFICATION ACTION
Lighting and Ventilation: - (adequate and operating)		
Toilet paper and hand basins provided?		
Sanitary disposal:		
GARBAGE DISPOSAL: - No., lids & cleanliness		
(iii) DISABLED/FAMILY		
Floors: - (graded, drained, tiled & clean)		
Walls/Ceiling: - (Clean & in good repair)		
Lighting and Ventilation: - (adequate and operating)		
Toilet paper and hand basins provided?		
Sanitary disposal:		
Garbage Disposal: - No., lids & cleanliness		
STORAGE OF CHEMICALS		
Location: - (Secure and away from other chemicals)		
Chemicals stored in proper, labelled containers.		
KIOSK		
No food sold in glass containers		
Clean and in good repair / hand basin		

CREDITOR NO. _____

TAX INVOICE

The General Manager
Murrumbidgee Council
PO Box 96
JERILDERIE NSW 2716

Contractors ABN: 53 223 025 344
Date: _____

ABN: 53 573 617 925

CLAIM FOR PAYMENT

Contract Name: Coleambally Swimming Pool Complex Contract No.: _____

Contractors Name: _____

Address: _____

I hereby request payment _____ being progress claim for the month of _____

in respect of the above Contract for the conforming work below.

Payment Summary:	Amount Applicable to GST:	\$_____
	Amount of GST:	\$_____
	Amount exempt from GST:	\$_____

I do hereby solemnly declare and affirm that all workers, sub-contractors and suppliers to the Contractor have been paid all moneys due and payable to them for the performance of work under the contract.

Signature: _____

Date: _____

Application & Agreement

COUNCIL FACILITY BOOKING FORM – POOLS

1. **NAME OF APPLICANT:** (Person/Club/Organisation)

ADDRESS OF APPLICANT:

CONTACT PERSON: **PHONE:**

2. **FACILITY NAME/LOCATION:** Coleambally Swimming Pool Complex

3. **DAY AND DATE OF FUNCTION:**

Start: am/pm Finish: am/pm

4. **TYPE OF FUNCTION:** (Swimming Carnival, Learn to Swim, Sports, Life Saving, Exercise Groups etc.)

.....

5. **IS VEHICLE ENTRY REQUIRED:** YES ☐ NO ☐

If YES, approximate number of vehicles:

Standard sedans, heavy vehicles, both:

6. **WHAT FACILITIES WILL BE REQUIRED? (IF APPLICABLE)**

☐ Power ☐ Additional bins ☐ BBQ/s ☐ Other:

7. **USE OF CONTRACTORS** (eg: caterers, photographers etc)

Are you bringing any contractors onto the premises? YES ☐ NO ☐

If YES provide evidence of their current public liability insurance (**coverage not less than \$20 million noting MSC FIRR&I**), prior to commencement of the hire period.

Name of Contractor Activity

Name of Contractor Activity

8. **ESTIMATED NUMBER OF PEOPLE ATTENDING FUNCTION:**

☐ 0-10 ☐ 11-20 ☐ 21-50 ☐ 50+

9. **ADDITIONAL INFORMATION / COMMENTS:**

.....

10. **CERTIFICATES, WARRANTIES AND ACCREDITATIONS HELD BY THE APPLICANT:**

.....

.....

11. **TERMS & CONDITIONS OF HIRE/USE:**

THE USER MUST:

- state precisely the type of activity to take place at the facility;
- notify Police immediately if there is any threat of trouble;
- report any accidents or near accidents to Council's Pool Manager;
- understand that all Council buildings, enclosed areas and swimming pool facilities are smoke free zones.

MINIMUM AGE REQUIREMENT: Applications must be made by persons over 18 years of age. Proof of age may be required.

PUBLIC LIABILITY INSURANCE: Incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings must provide evidence of their current public liability insurance. A Certificate of Currency in respect of the function, for Public Liability coverage of not less than \$20 Million, must be provided to the Pool Manager with completed application 14 days prior to the event. **The Certificate must be endorsed by your insurer in the following manner.** 'Noting the Murrumbidgee Council for its respective rights and interests (FTRR&I)'. Public Liability Insurance is not required for private functions.

LIMIT OF USE: The user shall only be entitled to the use of the particular part or parts of the facility stated, and shall vacate same punctually at the time specified.

REFUSAL TO LET: It shall be at the discretion of Council to refuse to allow the use of the facility in any case and notwithstanding that the Council may have agreed to the use of the facility or that these conditions may have been accepted and signed. The Council has full power, if it sees fit, to cancel such use, and the user hereby agrees to accept the same and to be held to have consented to such cancellation.

DAMAGES: The user shall be responsible for the full replacement cost of any damages or breakages to the facility, its fittings and contents, and the surrounding grounds.

CLEANING: The facility must be left in a clean and tidy state.

CONFIRMATION OF BOOKINGS: A booking shall only be confirmed upon the completion of an Application and Agreement Form, together with confirmation of insurance requirements.

THEFT: Council shall not be liable for any loss or damage sustained by the user or any persons, firms or corporations entrusting to or supplying any article or thing to the user by reason of such article or thing being lost, damaged or stolen. The user hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

DISORDERLY BEHAVIOUR: No spitting, unseemly dress, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the facility and Council reserves the right through the General Manager to refuse entry to any person or to remove from the facility any person doing such things.

INDEMNITY: The user shall at all times indemnify and keep indemnified the Council against all claims, actions, proceedings and demands made by or on behalf of any person entering upon the facility for the purpose or in connection with the user's business activities in relation to the use, or at the invitation of the user, whether such are in respect of personal injuries or damage to property and howsoever arising whether due to the negligence or any act or omission to the Council, its servants or agents or otherwise and the signed Application and Agreement Form, shall be deemed to be sufficient acknowledgment by the agreement to so indemnify the Council.

EXCESS: In the event of a casual hire that a claim arises, an excess would be payable by the applicant.

WORK, HEALTH & SAFETY: The hirer is aware and understands work, health and safety requirements as per the NSW Work Health & Safety Act 2011, in regards to the hiring of such facility.

USE OF GAS BARBECUES: Council has provided public BBQ facilities of which a refundable cleaning deposit is required, cleaning materials are provided. The use of private gas barbecues will be permitted for incorporated bodies, sporting clubs/associations and commercial groups upon receipt of Certificate of Currency, for public liability coverage. Under no circumstances will BBQ's be allowed without prior consent.

The certificate must be endorsed by your insurer in the following manner. 'To cover fundraising events; which includes the use of gas barbecues'.

The following conditions must be adhered to:

- The BBQ must be manned at all times;
- The BBQ will need to be set up on the grassed area and not the concrete;
- The gas bottle and BBQ need to be in good working order, including maintained to ensure that any risk hazard be minimised.

DIVING: Use of the diving blocks are only permitted under the direction of a Lifeguard.

ALCOHOL: This is an alcohol free venue.

SMOKING: This is a smoke free venue

I undertake to be responsible for the facility and I acknowledge and understand all conditions of use as listed and will ensure the conditions are adhered to.

SIGNATURE: **DATE:**



BOOKING FOR THE USE OF COUNCIL FACILITY

Coleambally Swimming Pool Complex

1. Contact the Pool Manager and collect a Council Facility Booking Form.
2. Read carefully the Terms and Conditions of Use on the reverse side of the booking form.
3. Complete in full and sign the form with all relevant details and return with all accompanying correspondence to the Pool Manager. A copy of your public liability must be provided for not less than \$20 million dollars. The certificate must be endorsed by your insurer in the following manner 'Noting the Murrumbidgee Council for its respective rights and interests FIRR&I'. (All documentation is required 14 days prior to the Event.)

IF NOT ENDORSED, YOUR APPLICATION WILL NOT BE ACCEPTED

4. Your event will be recorded in the diary and requests for power (if applicable), additional bins etc will be forwarded to the appropriate person for action.
5. If you have any questions, please contact the Manager, Corporate & Community Services, telephone 02 6960 5500

REFUSAL TO LET: It shall be at the discretion of Council to refuse to allow the use of the facility in any case and notwithstanding that the Council may have agreed to the use of the facility or that these conditions may have been accepted and signed. The Council has full power, if it sees fit, to cancel such use, and the user hereby agrees to accept the same and to be held to have consented to such cancellation.