

# Swimming Lake & Pool Use Permit Form

Forms must be submitted to Council at least seven (7) days prior to hire.  
This form can be submitted to any Council Office, posted to PO Box 27 Millicent SA 5280, or  
emailed to [engineering@wattlerange.sa.gov.au](mailto:engineering@wattlerange.sa.gov.au)

**Applicant Name** \_\_\_\_\_

**Organisation Name** \_\_\_\_\_  
(if applicable)

**Postal Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Swim Facility: (please tick one)**

☐ Penola Swimming Pool

☐ Nangwarry Swimming Pool

**Reason for Hire:** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Between the Hours of** (including set-up and pack-up) \_\_\_\_\_ **and** \_\_\_\_\_

**Number of People Attending: Swimmers** \_\_\_\_\_ **Non-swimmers** \_\_\_\_\_

**Lifeguards & Supervision**

It is a condition of hire that a suitably qualified lifeguard is on the pool deck at all times (not in the water as an instructor) when there are people in the facility including set up and pack up. Council will supply lifeguard(s) at the hirer's expense unless a written exemption is provided by Council to the hirer. At least one lifeguard is required for every 100 patrons in the complex at any given time. For higher risk activities, additional supervision may be required solely at Council's discretion. One lifeguard must be on duty 30 mins prior to hire to ensure water quality is safe for swimming and there is a minimum charge of 3 hours (including water testing). Lifeguards are arranged by Council and employed by Council's Contractor, Innovative Leisure Management.

To request the supply of your own lifeguards, no less than 7 days prior to the event, please email [engineering@wattlerange.sa.gov.au](mailto:engineering@wattlerange.sa.gov.au) with copies of the current pool lifeguard certificate or bronze medallion, first aid certificate and working with children check. A site induction will be required if an exemption is approved.

*Council operates under the Royal Lifesaving Society of Australia, Guidelines for Safe Pool Operation, please refer to this document for minimum supervision requirements.*

**Council will Arrange Lifeguard(s) for your hire:** (at your expense)

☐ I agree

☐ I will arrange my own lifeguards and provide qualifications no less than 7 days prior to hire

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**Please Note:** In addition to Lifeguards, all hirers need to ensure the effective supervision of persons entering the Centre.

The Centres are 'Watch Around Water' registered locations; the following rules must be adhered to.

- Children Under 10 must be constantly supervised by a responsible person with an unobstructed view at all times.
- Children Under 5 must be within arm's reach and constantly supervised by a responsible person at all times. The parent/guardian must be in the water with the child.

School and OSHC groups need to make reference to the 'DECD Camps and Excursion RLSS Guidelines' to obtain the relevant information for swimming activity excursions.

### **Hire Fees**

There is no charge for the permit application or hire of the facility, however all hirers are required to pay for Council lifeguard(s) (see above). A tax invoice will be issued after the hire has taken place unless by arrangement.

Council lifeguard (min 3 hours) Monday to Friday	\$50.00 per hour per lifeguard
Council lifeguard (min 3 hours) Saturday / Sunday & Public Holidays	\$55.00 per hour per lifeguard

### **Site Details**

Please provide details of your event under the appropriate headings below, including number and size. Where necessary, attach a site plan and/or any additional information.

- ☐ Marquee or Tent (**NO TENT PEGS PERMITTED. Please attach a site plan including size**)
- ☐ Noise e.g. Music, Loud Speaker. Details \_\_\_\_\_
- ☐ Food or Refreshments. Details (**Food safe requirements apply**) \_\_\_\_\_
- ☐ Vehicle Access/Parking on Council Land
- ☐ Additional Bins or Waste Assistance (**Fees may apply**)
- ☐ Access to Power (**Note: not all sites have power available. Fees may apply**)
- ☐ Additional Cleaning Requirements (**At cost**) \_\_\_\_\_
- ☐ Other e.g. Jumping Castle, Amusement Rides etc. \_\_\_\_\_

### **Insurance**

The **Permit Holder** must indemnify and to keep indemnified the Council, its servants and agents against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them arising out of or in relation to the issuing of the approval of the event.

The **Permit Holder** shall take out and keep current public risk insurance policy for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever. A copy of this insurance cover shall be provided to Council as this permit will not come into operation until the insurance has been provided.

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## **General Terms & Conditions of Use**

Any breach of these conditions may result in permission being withdrawn and/or additional costs levied against the permit holder.

1. **Described Activity**  
Booking is valid for activity described, during the dates and times stated and is **not transferable in anyway**. Any changes to the approved activity contained on the Permit must be with prior approval from the issuing authority. In the event of re-scheduling, a new application is required to be submitted. Council reserves the right not to accept any event.
2. **Hire Space**  
Hire space will be allocated by Council staff. No other areas can be used or altered without the approval of authorised staff.
3. **Booking Inspection**  
Please keep a copy of your approved Permit with you during the event. Note: If booking within 14 days of an event, all information will be required upon application.
4. **Risk Management**  
Dependant on the type and scale of the event, a Risk Management Plan may be required to be submitted in relation to the event. A template will be provided to assist you developing this and further advice is available by contacting Council.
5. **Equipment/Structures**
  - If a marquee and/or tent is to be erected using pegs, the area will be marked out to avoid damage to the irrigation system. A site plan is required indicating marquee placement and size. This is not required if the marquees or equipment is to be held down by weights only.
  - 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 facility without the approval of Council staff.
  - The use of electrical equipment must be approved by Council staff prior to the booking. No electrical equipment is permitted within 3 metres of the water's edge, wet or pedestrian areas (battery operated equipment is preferred).
  - All electrical equipment must have a current test tag fitted.
  - Council will not be responsible for the cost of any damages caused to other service utilities.
6. **Rubbish and Cleaning**  
The permit holder must ensure that the area is left clean and tidy after the event. Should the area require cleaning after an event, the cost incurred may be levied against the permit holder. Additional bins may be provided at Councils discretion and there may be a cost associated.
7. **Noise**  
Noise must be controlled by the permit holder in the interest of nearby residents in line with the Environment Protection Act. Use of a public address system or amplified music must have consent from Council.
8. **Use of Toilets**  
Public toilets are opened for public use, therefore exclusive use cannot be granted.
9. **Consultation**  
If your event is considered a Major Event that could partially impact on surrounding properties or the community, community consultation may be required. In most cases, Council will complete the community consultation. The Permit Holder may be required to reimburse Council for the cost of consultation.
10. **Damage**  
Where the Council determines that damage or destruction has occurred on or in relation to the site or facilities, the permit holder shall be deemed to be responsible and pay to Council the whole of the costs incurred by Council to repair such damage or destruction.
11. **Failure to Comply**  
Failure to comply with procedures, Royal Lifesaving Society of Australia Guidelines for Safe Pool Operation and any condition of the hiring of Council facilities may result in the application being revoked or participants being removed from the event.
12. **Amendment to Conditions**  
The conditions may be amended at any time by the issuing authority with or without consultation with the permit holder.
13. **Directions**  
The issuing authority may add or remove directions to the application in addition to conditions at any time. Failure to comply with a direction will be taken as failing to comply with a condition of the application. The permit holder shall comply with and give all notices required by any Act of Parliament, Ordinance, and Regulation on By-Law relating to this activity.
14. **Alcohol & Smoking**  
**No** alcohol is permitted on the premises. These sites are smoke and alcohol-free environments.
15. **Food for Sale**  
No food or drink will be offered for sale by the permit holder without the prior approval of the Council. If food is to be sold at the event the permit holder must contact Council's Environmental Health Officer who will advise of specific requirements that you must adhere to e.g. Safe Food Handling Practices.
16. **Amusement Rides**  
The permit holder must provide to the Council evidence of Workplace Services Registration for all Amusement Structures used to provide rides to the public for a fee. A fee includes any fee payable for entry to the event.
17. **Public Risk Insurance**  
The permit holder shall take out and keep a current public risk insurance policy in the name of the permit holder insuring the permit holder for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity.
18. **Licensed/Registered**  
The permit holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.
19. **Operation of Permit**  
This permit will not come into operation until proof of the appropriate insurance and qualifications (where required) has been provided to the Council and a copy of this document, signed by the Council has been returned to you.
20. **Behaviour**  
The facility is community-orientated. No discriminating, insulting, offensive or vulgar behaviour will be tolerated. Persons not complying will be asked to leave at the discretion of staff.
21. **Lost Property**  
It is the hirers responsibility to check all grounds and change facilities for lost property. All property left behind will be donated to charity after being held for a maximum of two weeks.
22. **Emergency Action Plan**  
In the event of an emergency, staff will signal an alert to facility users. On hearing an alert signal, facility users should return to their belongings and await further direction. If evacuation is required, staff will direct users to emergency exit locations to an assembly point.
23. **Cancellation of Booking**  
The facility 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 the facility is outdoor, weather conditions must be considered. Hire may be cancelled in extreme weather events, including storm conditions, lightning, catastrophic fire danger or high winds.

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### **Photograph Permission**

I give Wattle Range Council permission to take photographs during the hire of the Swimming Lake/ Pools to be used for promoting the facilities.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

### **Declaration / Sign**

I hereby make application for the use of Council land and agree to the general terms and conditions of use shown on page 3, and any special conditions determined by Council. I acknowledge that I have read and understood the permit terms and conditions and agree to abide by them and will be held personally responsible for any claim arising from damage, neglect, or non-compliance.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### ***For Office Use Only***

☐ Booking Added to Calendar

☐ Public Risk Insurance Received

☐ Lifeguard Qualifications Received

Fee Payable: \_\_\_\_\_  
(an invoice will be issued after the hire has taken place)

☐ Invoice

**Permit:** ☐ **Approved**

☐ **Declined**

Authorised Officer: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Form to be retained on relevant file.**

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