

Shire of Ravensthorpe Community Swimming Pool Access Key Agreement 2020/2021

A discrete group of people within the Ravensthorpe district ("Users") have been granted approval to hold access keys to the Ravensthorpe Community Pool ("Pool"), upon completion of a recognised Induction Course and acceptance of the Access Key Agreement herewith.

There is no Lifeguard on-duty at the Ravensthorpe Community Swimming Pool and therefore, from a water safety perspective, all key holders will complete, as a minimum, the noted induction course.

1.0 Ravensthorpe Community Pool Induction Course (Course outline)

As endorsed by Royal Life Saving Australia and in line with the Department of Health' Code of Practice', the Ravensthorpe Community Pool Induction Course is valid for 3 years (with refreshers encouraged) and comprises of:

(a) POOL RULES AND SAFETY SIGNS

Reading and noting location of signs around pool confines. Including DRSABCD flow charts, No Life Guard on Duty, Pool Rules, Pool Conditions of Use, No Diving at Shallow End, No smoking and First Aid Room.

(b) FAMILIARISATION OF POOL STATISTICS

- 1. Wading Pool is 0.4m 0.6m
- 2. Pool is 25m x 12m

Shallow end – 1.0m
Deep end – 1.8m
Ledge around edge – 0.9m

(c) LOCATION OF RESCUE EQUIPMENT

Reach poles, life buoys and first aid room. All participants will receive a detailed map showing location of safety equipment around the pool confines.

(d) EMERGENCY PROCEDURES (As per presented and posted documentation)

- (i) **Recognize an Emergency**: (characteristics of a person in difficulty and the order of rescue)
 - 1. Non-swimmer.
 - 2. Weak swimmer.
 - 3. Injured swimmer.
 - 4. Unconscious swimmer.

(ii) Using First Aid Room demonstration:

- 1. Lift roller door to set off alarm to let everyone know in the immediate vicinity that there is an emergency.
- 2. A phone for emergency use is located inside.
- 3. First aid boxes are located inside.
- 4. Extra equipment, including spinal board and stretcher are located inside.
- 5. Outside roller door opens for easy ambulance access if needed.

(iii) Emergency Contact Procedure

As per provided Plan.

(iv) Incident Reporting

As per provided Plan.

(e) **DEMONSTRATIONS USING SAFETY EQUIPMENT**

- 1. Dry Rescue.
- 2. Accompanied Rescue -
 - wade and swim to the person.
 - throw the aid to the person and instruct in use of the aid.
 - accompany person to safety.
 - · secure person at a point of safety.
- 3. Recover & Resuscitate -
 - secure person at a point of safety.

(f) PRACTICAL

Show evidence that the participant can enter the pool safely and swim from one end of the pool to the other.

(g) **RESUSCITATION AND FIRST AID** (Demonstrations and discussion of)

- DRSABCD flow chart.
- Recognize an unconscious person and place in recovery position.
- Recognize someone with breathing problems i.e. choking, near drowning and anaphylaxis.
- Recognize and discuss treatment of someone with a heart condition.
- Demonstrate CPR.

2.0 User Access and Induction

A User that has completed the Pool Induction Course or higher (as recognised by the Shire of Ravensthorpe) will be eligible to be issued a key under one of the following categories; Fees and Charges are reviewed on an annual basis during the budget process.

- (i) Single Access \$61.50 annual fee full season + \$30.00 bond entitles the person only (Resident as a Discrete User) named on the agreement to use the pool. Person must be 16+ years to hold access.
- (ii) Single Guest Access \$25.50 for one month non-resident + \$30.00 Bond. The Guest (1) must obtain approval from the Shire to access the facility and must be listed under the direct supervision of a registered resident access holder at all times. Person must be 18+ years to hold a supervisory position of any guests.
- (iii) Family / Household Access \$112.50 annual fee full season + \$30.00 bond entitles only the person (Resident as a Discrete User) named on the agreement and their direct family including dependent children under the age of 18 that are named on the agreement to use the pool. Person must be 18+ to be in a supervisory position and only for those persons from that household.
- (iv) Family Guest Access \$30.50 for one month non-resident + \$30.00 Bond. All Guests must obtain approval from the Shire to access the facility and must be listed under the direct supervision of a registered resident access holder at all times. Person must be 18+ years to hold a supervisory position of any guests.
- (v) Vac Swim Access \$25.50 for period of Lessons only + \$30.00 bond entitles only the person named on the agreement (Induction required) and their dependent children under the age of 18 that are named on the agreement to use the pool for the purposes of vacation Swimming Lessons only.
- (vi) Single Access \$30.50 Half Season commences 18 January 2021 + \$30.00 bond entitles the person only (Resident as a Discrete User) named on the agreement to use the pool. Person must be 16+ years to hold access.

(vii) Family / Household Access \$56.00 Half Season commences 18 January 2021 + \$30.00 bond entitles only the person (Resident as a Discrete User) named on the agreement and their direct family including dependent children under the age of 18 that are named on the agreement to use the pool. Person must be 18+ to be in a supervisory position and only for those persons from that household.

Aged Pension Concession Card Holders are eligible for a 25% discount on the above fees.

Upon providing proof that you hold a valid Aged Pension concession card a 25% discount will be applied to the standard fee. No other concessions are accepted.

The key will remain the property of the Shire of Ravensthorpe and is returnable within 30 days of the Ravensthorpe Community Pool closure each year. The deposit will be forfeited by the Shire of Ravensthorpe if the key is not returned within 30 days of being recalled. The deposit is payable for each key and is refunded when keys are returned.

3.0 Pool Usage and Access

- (a) The User as an annual member is entitled to use the Pool for one season from 11 October 2021 to 25 April 2022 unless otherwise determined by the Shire of Ravensthorpe. ("Season").
- (b) The User agrees to only use the Pool during daylight hours ("Opening Hours") or times as otherwise set by the Shire of Ravensthorpe.
- (c) The Ravensthorpe District High School reserve the right to claim exclusive use of the Ravensthorpe Community Pool and may restrict entry by Key Holders for the purpose of hosting Swimming Carnivals or any other reasonable purpose. This will be signposted in advance.
- (d) The Shire of Ravensthorpe reserves the right to amend operating hours from time to time as required. Where at all possible, these changes will be communicated to users.
- (e) User access to the Pool is based on an ethos of sensible family use and a desire to undertake the following activities only;
 - i) Lap swimming; and/or
 - ii) Recreational swimming.
- (f) Access will only be provided to a User who is 16 years or older who has completed the Pool Induction Course or higher.
- (g) The access fob is not to be given by the User to another person. The User must retain possession of the key at all times keys are not transferable and are not to be lent.

4.0 General Undertakings by User

- (a) Users will abide by all posted advisory signs:
- (b) Users are active participants in monitoring and policing pool behaviour;
- (c) Users will notify the Shire of Ravensthorpe of all incidents and safety matters regarding the pool;
- (c) The Shire of Ravensthorpe and the Ravensthorpe Pool Management Committee reserve the right to eject anyone from the Pool Area and/or revoke User privileges for the remainder of the Season in circumstances where there has been a failure to observe any conditions of use or terms of this agreement:
- (d) Users agree to help the Ravensthorpe Community Swimming Pool be a good neighbour, and will endeavour to limit undue noise when using the Pool:
- (e) Users are required to be considerate of other pool users. Offensive behaviour may result in the confiscation of pool key;
- (f) Users must leave the Pool premises (including the Pool, surrounding grass area, toilet and change rooms ("Pool Area")) in a clean and tidy condition;
- (g) Users must not abuse or misuse any first aid, rescue or emergency equipment, and in the event that any of these items are used or materials consumed, must notify the Shire of Ravensthorpe;

- (h) The Shire of Ravensthorpe accepts no responsibility for the safety of Users, Users children and any other people brought to the Pool by Users at any time, and all pool Users will be using the Pool at their own risk;
- (i) Users waive any rights they may have against the Shire of Ravensthorpe for any loss or damage which they may incur or suffer in connection with their use of the Pool;
- (j) Spot checks will be made periodically by a Council or Management Committee representative to ensure compliance with the conditions of use. Failure to comply with any of the above conditions can result in cancellation of the User's right to use the Pool;
- (k) Users are responsible for following Emergency Procedures as outlined in the Emergency Procedures displayed in the in the First Aid Room; and
- (I) The Shire of Ravensthorpe reserves the right to impose any other reasonable rules or requirements from time to time on the proviso that these changes are communicated to all Users.

5.0 Guests

- (a) A 'GUEST' is defined as a visitor to the Shire of Ravensthorpe who is residing with the user temporarily, does not reside in the Shire of Ravensthorpe, and will gain access through the Shire with the User, for a period no longer than 1 month.
- (b) Users are responsible for the supervision, actions and behaviour of guests that they authorise to gain access under their supervision and may not leave the pool grounds until those guests have also left
- (b) Users shall ensure that all Guests are made aware, prior to application for use of the Pool, that they may only enter and use the Pool on condition that the Guests agree to waive any rights they may have against the shire of Ravensthorpe for any loss or damage which they may incur or suffer in connection with their use of the Pool, and that the Guests accept that any use of the Pool by them is at their sole risk.

6.0 Restrictions

- (a) Children under 16yrs must be accompanied by 1 adult (≥18yrs);
- (b) Children under 16yrs must be under direct supervision of an adult ≥ 18 years, who is prepared to enter the water and is maintaining constant surveillance of the Pool and child swimmers that he/she has brought to the Pool (i.e. not left while swimming laps or reading a book);
- (c) There may be no diving into the pool at the shallow end;
- (d) Smoking and the consumption of alcohol is not permitted in the pool area;
- (e) User must make arrangements to ensure family picnics and other activities do not compromise parental supervision;
- (f) No dive bombing, running or rough play is allowed in the Pool or Pool Area;
- (g) Surfboards and other large flotation devices are not allowed in the Pool or Pool Area;
- (h) All toys and objects must be removed after each use at the Pool;
- (i) Animals are not permitted in the Pool Area. Disability companions are permitted;
- (j) Drinking glasses and glass bottles are not permitted in the Pool Area;
- (k) A person must not enter or use, or attempt to enter or use, a water body of an aquatic facility if the person is;
 - Suffering from any gastrointestinal disease, skin infection or other disease that is communicable in an aquatic environment; or
 - In an unclean condition; or
 - Wearing unclean clothes; or
 - Under the apparent influence of drugs or alcohol;
 - If the person is a baby or young child who ordinarily wears a nappy, is not wearing an aquanappy.

7.0 Ability to raise the alarm in an emergency

- (a) Appropriate flow-charts and signage of what to do in an emergency are on display at the Pool and must become known to Users (including CPR & first aid);
- (b) Emergency contact numbers are prominently displayed;
- (c) A telephone is installed at the pool for emergency use only. This telephone only dials 000 for emergency services. Key holders and all pool users are asked to not use this phone unless it is an emergency requiring immediate response from essential services (e.g. Ambulance, Police etc). A sign has been erected above the telephone explaining its purpose;

- (d) Users have ready access to the first aid kit located in the first aid room and rescue equipment located around the pool and shall make themselves familiar with the location of these;
- (e) A sign shall be located on the Pool Gate that advises Users when the Pool is closed, as deemed necessary by the Council, Minister or Pool Management Committee, and Users must abide by that direction;
- (f) Users agree to notify the Shire of Ravensthorpe as soon as is practicable post injury to any person while using the Pool, and to provide statements from witnesses and the injured person as required. These should be recorded in the Incident Report and signed and dated by the witness; and
- (g) Users shall notify the Shire of Ravensthorpe if they notice any nuisance activity and or damage to the Pool or Pool Area and/or if they become aware of anything that may affect other Users enjoyment and or safe use of the Pool.

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User Access Agreement 2020/21

| I | | (Name) <i>(A)</i> | |
|--|--|--|--|
| Of | | (Postal address) | |
| | | (Telephone) | |
| | | (Email) | |
| And | | (Partner) | |
| And | | (Dependent children UNDER 18 years of age). <i>(B)</i> | |
| | | | |
| | | | |
| acknowledge that I have read the User Access Agreement (attached) including waiving any rights against Loss (Clause 4i) (meaning loss, damage, liability, lawsuit, action, writ, proceedings, cost or expense and that I have received an Access Key and agree to abide by the Conditions of Use. | | | |
| I confirm that I have knowledge of pool safety features, rules, emergency procedures and rescue techniques that enable me and those I am responsible for, to safely use the Ravensthorpe Community Swimming Pool. | | | |
| I give my permission for the Shire of Ravensthorpe to use my email address for surveys, notification of new programs, programs of interest, newsletters and other relevant information. I understand that the Shire of Ravensthorpe will not under any circumstances sell or share my details with any other party unless required by law. | | | |
| To allow community use of this facility, it is a state government requirement that only those family members on this form (B) accompanied by the Induction Course Attendant (A) are to access the facility. Memberships will be cancelled for any breach. | | | |
| Key Holder's signature | | | |
| Staff name and signature | | | |
| Receipt Number Date | | | |
| OFFICE USE ONLY | | | |
| Key issued as: Single Family Pensioner Guest Family Guest Single Guest Pensioner Vac swim | | | |
| AMOUNT PAID: \$ INCLUDES DEPOSIT OF: \$ | | | |
| INDUCTION COURSE COMPLETED DATE: (Valid 3 years) TRUST NUMER T | | | |
| If key is returned please complete a bond refund request form and attach to front of this page and give to Creditors officer | | | |



Bond Refund Request Form

| Name | |
|-------------------------------------|--------------------|
| Organisation | |
| Email Address (to email remittance) | |
| Postal Address | |
| Refund details | |
| Amount to Refund | \$ |
| BSB | |
| Account Number | |
| Request for Cheque | Please tick if Yes |
| Date | |
| Staff signature | |
| | |
| Office use only | |
| Trust Number: T | |
| Creditor Number: | |