

PART 1 – APPLICATION FORM



HIRE AGREEMENT – SWIMMING POOLS

DEPARTMENT OF EDUCATION AND TRAINING PREMISES (v 2017)

Privacy Notice: We are collecting your personal information in accordance with the Information Privacy Act 2009 (Qld) to administer this agreement. The information will only be accessed by us. Your information will not be given to any other person or agency, unless we are required or authorised by law to do so.

Item 1. Name of School to be used

Holland Park State School

Item 2. Address of School to be used

59 Abbotsleigh Street, Holland Park Qld 4121

Item 3. Our Name

The State of Queensland (represented by the Department of Education and Training)

Item 4. Our Address and Postal Address

59 Abbotsleigh Street, Holland Park Qld 4121

Item 5. Our Contact for Notices

Person/Position: Anthony Gribbin - Principal	Address: 59 Abbotsleigh Street, Holland Park Qld 4121	
Telephone Number: 34216222	Facsimile:	Email: agrib1@eq.edu.au

Our second contact for Notices during school holidays

Person/Position: Valerie Foster – Business Manager	Address: 59 Abbotsleigh Street, Holland Park Qld 4121	
Telephone Number: 34216222	Facsimile:	Email: vfost2@eq.edu.au

Item 6. Your Name

Item 7. Your Insurance Company details (see clause 10)

Item 8. Your Address

Item 9. Your Contact for Notices

Person/Position:	Address:	
Telephone Number:	Facsimile:	Email:

Item 10. Description of Premises to be Used (see Plan in Part 4)

Holland Park State School Pool Complex - 59 Abbotsleigh Street, Holland Park Qld 4121

Item 11. Commencement Date

1/11/2020

Item 12. Termination Date

31/10/2023

PART 1 – APPLICATION FORM

Item 13. Hire Fee (inclusive of GST and inclusive of Outgoings)

Amount Payable: \$16750 EX GST per quarter ; Hire for 50 weeks inc Chemicals, pool service, electricity/heating; amenities cleaning.	Payment Time/s: Quarterly	Method of Payment: Bank Transfer
--	---------------------------	----------------------------------

Item 14. Do we require a Security Bond?

No	Amount Payable:
----	-----------------

Item 15. Permitted Use

Personal training

Private Swimming lessons before and after school;

Squad training – children and adults

Item 16. Time/s of Use

Terms 1 and 4

Monday to Thursday: 5am – 8.30am and 3pm to no later than 9pm

Friday: 5am to 8.30am

Saturday: 6am – 9pm

Sunday: 6am – 9pm

Terms 2 and 3

Monday to Friday: 6am – 8.30am and 3pm to no later than 9pm

Saturday: 6am - 9pm

Sunday: 6am - 9pm

School Holiday Periods

Daily: 6am – 9pm

Other Considerations:

- The swimming pool and dressing shed are to be vacated by 8.30 am from Monday to Friday. All other times are to be negotiation with the Principal when the pool is not required by the school.
- Additional access times may be considered and granted at the discretion of the Principal. All requests must be put in writing to the Principal.

Item 17. Our Equipment you can use – use a separate inventory sheet if necessary

- One twenty-five (25) metre by six (6) lane heated swimming pool,
- Canteen/Office
 - Canteen must be run under Education Queensland's 'Healthy Choices guidelines during school times.
- Pool Amenities block comprising of:
 - Interior female change rooms with one (1) shower and two (2) toilet pedestals; and
 - Interior male change rooms with one (1) shower, two (2) toilet pedestals and Urinal
- Pool Storage Room
- Pool Covers
- Grassed and concrete area around pool
- Lane Ropes
- Covered grandstand
- Ample parking available on Wilbur Street and surrounds.
- Lockers

PART 1 – APPLICATION FORM

Item 18. Outgoings

<p>Outgoings for the Licensor include:</p> <ul style="list-style-type: none"> • Pool security system; • Supply of Pool chemicals; • Insurance of buildings and Department equipment; • Replacement/renewal/upgrade of equipment and facilities; • Replacement/renewal/upgrade of landscaping (not including general grounds upkeep) • Repainting; • Cleaning/tidy up of pool facilities after a storm or vandal damage; • Cleaning amenities • Provision of cleaning products, soap and toilet paper • Electricity for pool heating • Rates; and • Water. <p>Licensee is responsible for the cost of:</p> <ul style="list-style-type: none"> • Coaching staff; • Public Liability insurance and appropriate Work Cover insurance as detailed in Section 2.8; • Insurance of portable assets; • All coaching equipment; • Pool services promotion / marketing related costs; • Repair / replacement of facilities or equipment damaged due to negligence or malicious intent or lost as a result of activities during the licence; and • Other cost related to the operation of business under licence. <p>Licensee agrees that:</p> <p>General</p> <ul style="list-style-type: none"> • Drinks will not be sold or served in glass containers on these premises • Alcoholic beverages will not be sold for consumption on the premises or at all. • Diving into the pool may only be safely undertaken from the blocks at the deep end of the swimming pool (and under appropriate supervision; • The pool is of insufficient depth along the entire length of the pool and at the shallow end to permit jumping, pencil diving or any activity that requires entry with speed and force with-in 1.5 metres of the pool edges along the length of the pool and at the shallow end. • All activity in the pool or on the edge of the pool is to be supervised by appropriately qualified staff at all times. • Ensuring the pool is properly locked and secured at the end of each use period. <p>Support Services</p> <p>To facilitate and promote the continued successful operation of the Swim Club, the Licencee is required to provide the following support services (at a minimum):</p> <p>At least one appropriately seim coach to attend at lease our 2 Swim Bluc Carnivals (Saturdays) and the annual Age Championships (2 Friday nights at the end of the season);</p> <p>Facilitate and support the registration of any member of the Swim Club who wish to swim at a Brisbane Swimming Association or Swimming Queensland Event</p> <p>Actively assist in the promotion of the Swim Club as the venue of choice where swimmers attending the swim school express interest in competitive swimming</p> <p>On club nights (Friday nights), the pool is to be left in an operational and clean manner (i.e. pool covers off, lane ropes in, litter free and tidy – generally to act in a manner that helps the Swim Club to be ready for the start of aclub night)</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>
---	--

Item 19. Cleaning

<p>You are responsible for the cleaning of the Premises at your cost.</p>	<p>No</p>
---	-----------

PART 1 – APPLICATION FORM

Item 20. Attachments

You are required to lodge the following supporting documentation with us (or an explanation why it is not required) **before** you sign this agreement in order that we may consider and approve your application to hire the Premises. All supporting documentation must be current at the date of signing this agreement and remain current throughout the term of this agreement.

Tick the box to confirm the attachments to this application.

- Certificate of currency of public liability insurance
- Certificate of currency of workers' compensation insurance
- Documentary evidence of your compliance with blue card requirements
- Documentary evidence of all approvals, permissions, licences, certificates and consents required by you to use the Premises for the Permitted Use (including any local council permits and development applications)
- Documentation required in order for you and your Personnel to legally carry out the proposed use (e.g. training certificates and qualifications)

Item 21. Execution

<p>Our signature</p> <p>_____</p> <p>Signature of School Principal</p> <p>_____</p> <p>Name of School Principal</p>	<p>Execution Date</p> <p style="text-align: center;">/ /</p>	<p>Witness</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Name of Witness</p>
<p>Your signature</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Full Name</p> <p>The person signing warrants that they have authority to sign this agreement for you.</p>	<p>Execution Date</p> <p style="text-align: center;">/ /</p>	<p>Witness</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Name of Witness</p>

PART 2 —STANDARD CONDITIONS

1. MEANING OF WORDS

“Approvals”	all approvals, permissions, licences, certificates and consents required by any laws relating to your use of the Premises.
“Business Day”	a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
“Commencement Date”	the day on which this agreement commences as set out in Item 11.
“GST”	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
“Hire Fee”	the hire fee specified in Item 13.
“Outgoings”	means water, electricity, gas, telephone and telecommunications charges.
“Participants”	all persons participating in the activities set out in the Permitted Use.
“Permitted Use”	the use of the Premises as described in Item 15.
“Personnel”	your members, officers, employees, contractors, agents and all other persons authorised by you.
“Premises”	the land, buildings and facilities as described in Item 10 and as shown on the plan in Part 4 and the equipment identified in Item 17 which is to be licensed to you.
“School”	the School specified in Item 1.
“Security Bond”	the security bond specified in Item 14.
“We”, “us” or “our”	the State of Queensland (represented by the Department of Education and Training).
“You” “your”	the person or organisation named in Item 6.

2. INTERPRETING THIS AGREEMENT

- 2.1 This agreement consists of the following, which make up and govern the entire agreement between you and us -
- Part 1 - the Application;
 - Part 2 - Standard Conditions;
 - Part 3 - Special Conditions;
 - Part 4 - Plan of School and Premises; and
 - The written approval referred to under clause 26.
- 2.2 If two or more persons are named in Item 6, their responsibilities under this agreement bind them jointly and each of them separately. For example, we may ask one person to pay money owing to us under this agreement, without asking the other.
- 2.3 A reference to -
- a person includes a reference to an entity recognised by a law, for example, a corporation;
 - a clause is a reference to a clause in this agreement; and

(c) a numbered item is a reference to the item with that number in Part 1.

- 2.4 The singular shall include the plural and vice versa.
- 2.5 Where the context permits, reference to you shall extend to your Personnel.
- 2.6 A term in Part 2 overrides a term in Part 3 to the extent that they are inconsistent.

3. LICENCE

- 3.1 We grant and you accept a licence to use and occupy the Premises during the times specified in Item 16.
- 3.2 We may have access to the Premises at any time even when you are using it, provided that we do not interfere with your rights under this agreement.
- 3.3 We authorise you to use the routes of access to the Premises as indicated on the plan in Part 4 and as varied, from time to time.
- 3.4 You must only use the Premises for the Permitted Use.
- 3.5 The rights conferred by this agreement rest in contract only and shall not infer an intention to create in or confer upon you any tenancy, estate or interest in the Premises.
- 3.6 You agree to conduct your activities at the Premises independently of us. You must not represent, or allow anyone else to represent that you or your activities are in any way operated, or endorsed, by us.
- 3.7 The parties agree that their relationship is of licensor and licensee of the Premises. This agreement does not create any joint venture or relationship of principal and agent between the parties.

4. HIRE FEE AND SECURITY BOND

- 4.1 You agree to pay us the Hire Fee in the manner directed by us.
- 4.2 The Hire Fee is inclusive of GST and Outgoings unless otherwise agreed in writing.
- 4.3 If a Security Bond is required in accordance with Item 14, you will pay us the Security Bond in the manner directed by us at the time you sign this agreement
- 4.4 We are entitled to use the Security Bond if you do not repair any damage to the Premises to our satisfaction and if we incur any additional costs and expenses due to your use or activities when using the Premises.
- 4.5 Subject to clause 4.4 we will return the Security Bond (or balance, if any) to you.

5. THINGS TO BE LEFT CLEAN AND TIDY

- 5.1 If you are responsible for cleaning the Premises in accordance with Item 18, you must at your cost and after each period of use, leave the Premises in a clean and tidy condition and in the same condition they were in prior to use.
- 5.2 At the termination or expiry of this agreement, you must at your cost, leave the Premises in a clean and tidy condition and in the same condition they were in, at the Commencement Date.
- 5.3 We may arrange for the cleaning of the Premises at your cost if you do not clean them.
- 5.4 You must not move furniture and equipment on or in the Premises, unless, at the Commencement Date, you have received our approval to do so. If we give our approval, you must

PART 2 —STANDARD CONDITIONS

put the furniture and equipment back in its original position after each period of use and before the termination or expiry of this agreement.

5.5 You must not allow any accumulation of useless property or rubbish on the Premises.

5.6 You must not use our rubbish bins on the Premises without our consent.

6. MAINTENANCE & REPAIR

6.1 You must not cause or allow any damage to the Premises or the School.

6.2 You must advise us promptly of any damage to, or defective operation of, the Premises or any of our property (including, machinery, plant or equipment) upon the Premises.

6.3 You are responsible for the cost of repair or replacement of any of our property where such repair or replacement is due to your use or activities when using the Premises.

6.4 You must not make or cause to be made any alteration, additions or improvements to the Premises.

7. ASSIGNMENT

You must not assign, sub-license or in any manner part with the use and occupation of the Premises or assign the benefit of this agreement unless you are the School's P&C Association and you wish to conduct an activity (such as a fete, art show or similar activity) which is approved by us in writing.

8. ADVERTISING

8.1 You must not erect or display advertising material on the Premises without our written approval.

8.2 You must not use advertising to promote the activity at the Premises without our written approval.

8.3 As a guide, we will not approve advertising that -

- (a) is of a nature that might imply that we are involved with or endorse the thing advertised;
- (b) refers to the Premises other than to show the location of the venue; or
- (c) is, in our opinion, objectionable.

9. INDEMNITY

9.1 You are responsible for -

- (a) damage, loss or injury to any person or property; and
- (b) the cost of any security or emergency call-out to the Premises,

arising from your use of the Premises.

9.2 You will indemnify us, our employees, contractors and agents against all claims for damages, loss, costs or injury arising from your use and occupation of the Premises.

9.3 You must pay, within the time set out by us-

- (a) for any damage to or loss of our property arising from your use of the Premises; and
- (b) the charges that we decide if you use the Premises outside the times of use in Item 16.

10. INSURANCE

10.1 You must, take out and maintain at your cost, the following insurance -

(a) *Public Liability*

A public liability policy of insurance for an amount of not less than twenty million dollars (\$20M) per occurrence with an insurer approved by us.

(b) *Workers' Compensation*

A workers' compensation policy of insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.

10.2 You must provide evidence of each policy of insurance to us before you sign this agreement.

10.3 Each policy of insurance must note our rights and interests in this agreement.

10.4 You must maintain each policy of insurance during the term of this agreement.

10.5 You must notify us in writing as soon as possible prior to any material change in terms, cancellation or other termination of any of the policies required in clause 10.1.

10.6 If in our opinion we decide a public liability policy of insurance or a workers' compensation insurance is not required, then we will notify you in writing, and clauses 10.1 to 10.5 will not apply, with respect to that insurance.

10.7 If in our opinion we decide to reduce the amount of public liability insurance required, then we will notify you in writing.

11. TERMINATION UPON NOTICE

11.1 For hire periods of more than 28 days, either we or you may terminate this agreement by giving 28 days' notice in writing.

11.2 If this agreement is terminated under clause 11.1, you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

11.3 Should there be no default by you at the date of termination and you comply with clause 11.2, any fees paid by you for the period beyond the termination date will be refunded to you.

11.4 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of termination of this agreement in accordance with clause 11.1.

12. TERMINATION FOR DEFAULT

12.1 If -

- (a) you breach any clause of this agreement and do not remedy the breach within 14 days after notice from us to do so; or
- (b) an application is made or a resolution is passed for your winding up; or
- (c) a receiver or official manager is appointed; or
- (d) any step in insolvency proceedings is taken by or against you; or
- (e) your incorporation is cancelled; or
- (f) you cease to carry on business,

then we may immediately terminate this agreement.

PART 2 —STANDARD CONDITIONS

12.2 If this agreement is terminated pursuant to clause 12, then you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

12.3 Termination pursuant to clause 12 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this agreement prior to the date of termination.

13. WARRANTIES

13.1 We do not warrant that the Premises are fit, suitable, or adequate for your activities and all warranties able to be excluded by law are excluded.

13.2 You warrant that -

- (a) you are satisfied that the Premises are fit for the Permitted Use;
- (b) the Premises are in good condition; and
- (c) you have been given adequate information about the Premises to ensure its use without risk to any person.

14. SCHOOL POLICIES AND PROCEDURES

14.1 We may from time to time implement School policies, procedures and rules not inconsistent with or in derogation of your rights relating to -

- (a) the use, safety, care and cleanliness of the School and Premises;
- (b) the preservation of good order in the School and Premises;
- (c) the comfort of persons lawfully using the School and Premises;
- (d) the location of garbage and refuse pending its removal;
- (e) the location and/or closure of the car park or the common areas or any part thereof;
- (f) any other matter relevant to the administration of the School and Premises.

14.2 You must abide by all School policies, procedures and rules, as notified by us from time to time.

14.3 Without limiting clauses 14.1 and 14.2 you must -

- (a) not cause a nuisance, or interfere with the reasonable peace, comfort or privacy of other users of the Premises or School or neighbours of the School;
- (b) not use the Premises for any illegal purpose or in our opinion, objectionable purpose;
- (c) take all reasonable precautions to avoid fire and health hazards; and
- (d) ensure that you, your Personnel, Participants, invitees and visitors do not smoke at any time on the Premises, on School land or within 5 metres outside the boundary of the School.

15. ENTRY AND REMOVAL OF PERSONS

15.1 In an emergency or where we reasonably believe that you are disturbing the good order and management of the School, we may -

(a) refuse you or your Personnel, Participants, invitees or visitors entry to the Premises; or

(b) direct you, or your Personnel, Participants, invitees or visitors to leave the Premises.

16. INJURY TO PERSONS

16.1 You are responsible for the supervision, control, conduct and health and safety of your Personnel, Participants, invitees and visitors on the Premises.

16.2 You must notify us immediately of any injury to any person occurring on the Premises while in use by you.

17. DISPUTE RESOLUTION

17.1 The parties shall seek to settle any dispute arising in connection with this agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.

17.2 For the avoidance or settlement of disputes, and for the better management of this agreement, the parties each nominate contact persons in accordance with Item 5 and Item 9.

18. COMPLIANCE WITH LAWS

18.1 You must at your own cost, punctually comply with all relevant laws, regulations and the requirements of any statutory authority while using the Premises, and obtain, maintain and renew all Approvals during the term of this agreement.

18.2 You must ensure throughout the term of this agreement, that you and all your Personnel are appropriately qualified and trained and hold all current qualifications and certificates required in order to undertake their activities.

18.3 Without limitation to clause 18.1 and 18.2, you must at your own cost, ensure that throughout the term of this agreement, you comply with the *Working with Children (Risk Management and Screening) Act 2000* (the Act) and all Personnel required by the Act, hold a current and valid "blue card" issued pursuant to the Act which indicates that a person is eligible to work with children and young people in Queensland.

18.4 You must provide documentary evidence of compliance with the requirements referred to in clause 18.1, 18.2 and 18.3, before you sign this agreement and thereafter, as requested by us.

18.5 You must promptly notify us if you receive any notice, order or direction from any statutory authority regarding the breach of any laws or regulations relating to your use of the Premises.

18.6 Nothing expressed or implied in the provisions of this agreement shall derogate from your liability, responsibility, duty or obligation to comply with the provisions of any statute, rule, regulation, local law or any other law in force from time to time in respect of the School and the Premises.

18.7 You acknowledge that you will prepare and lodge (at your cost) any development application or other approval that may be required by the local government or statutory authority to allow you to use the Premises for the Permitted Use. You will comply with all conditions imposed by the local government or statutory authority in relation to the development application or approval.

19. YOUR PROPERTY

19.1 You may bring your property onto the Premises with our prior written consent.

19.2 You must ensure that property you bring onto the Premises are fit for use and comply with all relevant Australian Standards.

PART 2 —STANDARD CONDITIONS

19.3 You are responsible for the care, maintenance and repair of any property you bring onto the Premises.

19.4 At the termination or expiry of this agreement you must remove from the Premises all your property and any other things, including rubbish, you bring on to the Premises. You will fix any damage to our property caused by you when removing your property. After 30 days all your property left on the Premises will be deemed abandoned by you and will become our property. We may, in our discretion sell or otherwise dispose of your abandoned property at your cost.

20. ACCESS

20.1 You are responsible for locking and securing the Premises after each use. We will give you a key for each lock or the access code to gain access to the Premises.

20.2 You must at the end of each use -

- (a) close and lock all doors, windows and gates on the Premises and if required, activate any electronic alarm system; and
- (b) turn off all water taps, gas taps, lights, fans, air conditioners and other electrical equipment on the Premises.

20.3 You must not duplicate or provide keys and security codes to another person without our prior written consent.

20.4 You must ensure that the keys are stored securely when not in use.

20.5 You will on demand pay for the cost of replacing any locks or keys which are required to be replaced because you have lost the keys to the Premises.

20.6 You must return all keys to us on the termination or expiry of this agreement or if you do not return all keys to us, you will on demand pay for the cost of replacing any locks or keys to the Premises.

21. UNAVAILABILITY OF PREMISES

21.1 We reserve the right at any time, to immediately suspend or terminate this agreement in the event of:

- (a) an emergency or where we consider such action necessary for the safety of any person or property;
- (b) a federal, state or local election;
- (c) a community disaster where the Premises are required to provide disaster relief; or
- (d) where an essential school need arises requiring exclusive use of the Premises.

21.2 Should there be no default by you at the date of suspension or termination, any fees paid by you for the period of the suspension or for the period beyond the termination date, will be refunded to you.

21.3 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of suspension or termination of this agreement in accordance with clause 21.1.

22. WAIVER

No right under this agreement shall be deemed to be waived except by notice in writing signed by each party.

23. VARIATION

No variation to this agreement shall be valid unless it is in writing and signed by both parties.

24. NOTICES

24.1 Any notice, demand, consent or other communication required to be given under this agreement will be deemed to have been given -

- (a) if sent by prepaid mail, on two (2) Business Days following posting;
- (b) if hand delivered, on the date of delivery;
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine; and
- (d) if emailed, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

24.2 The respective addresses for service of the parties are set out in Item 5 and Item 9.

24.3 During school holidays, any notice you give to us must be given to both contacts named in Item 5.

25. INTEREST ON UNPAID MONIES

You are to pay interest to us on any monies due and payable under this agreement, and on any judgment in our favour in an action arising from the agreement until all outstanding monies, including interest are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

26. P & C LIQUOR APPROVAL

26.1 This clause 26 will only apply where liquor will be consumed, supplied or sold at the Premises.

26.2 If applicable, you must apply for an appropriate liquor permit under the *Liquor Act 1992*, (at your cost) before liquor is supplied or sold at the Premises for a social function.

26.3 You must obtain the approval from the Principal and Parents & Citizens' Association for -

- (a) the social function being held on the Premises; and
- (b) liquor being consumed, supplied, or sold on the Premises in accordance with any conditions notified to you.

26.4 No liquor is to be consumed, supplied, or sold at the Premises unless -

- (a) the activity is a social function;
- (b) you have answered Yes in Item 19;
- (c) we have approved that liquor may be consumed, supplied, or sold at the Premises; and
- (d) the school Principal and Parents & Citizens' Association have provided approval under clause 26.3.

26.5 We may request that you provide us with a copy of the permit obtained under clause 26.2.

PART 2 —STANDARD CONDITIONS

27. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

PART 3 — SPECIAL CONDITIONS

State here any Special Conditions which apply to this agreement.

In addition to the Standard Conditions contained in Part 4, You acknowledge and agree as follows:

Further terms to Hire Agreement

The Hire Agreement may be extended for a maximum of two (2) one year terms only at the discretion of the Principal following negotiations between both parties.

The fee for the further terms would be determined at the time of extension negotiations and would be payable by the licensee at the commencement of the Hire Agreement extension.

The Licensee must give written notice to the Licensor not less than one (1) month before the termination date of the Hire Agreement if the Licensee wishes to commence negotiations for a 1 year extension and the Licensor may issue a further 1 year term to the Hire Agreement in its absolute discretion.

Regulation, Guidelines And Compliance - (see Part 4 - Standard Conditions, clause 20)

Relevant provisions within a number of Acts, and policies, including but not limited to:

- managing risks of hazardous chemicals in the workplace - <https://www.worksafe.qld.gov.au/injury-prevention-safety/managing-risks/managing-risk>;
- Public Health Act 2005 (Qld) – <http://www.legislation.qld.gov.au/legisln/current/p/pubheala05.pdf> - chapter 5, part 2;
- Public Health Regulation 2005 (qld) - <http://www.legislation.qld.gov.au/legisln/current/p/pubhealr05.pdf> - part 2b and schedule 2a;
- Work Health and Safety Act 2011 (qld) - <http://www.legislation.qld.gov.au/legisln/current/w/workhsa11.pdf>;
- Work Health and Safety Regulation 2011 - (qld) - <http://www.legislation.qld.gov.au/legisln/current/w/workhsr11.pdf>; and
- First aid - <http://ppr.det.qld.gov.au/corp/hr/workplace/pages/first-aid.aspx>

Qualifications - (see Part 4 - Standard Conditions, clause 23)

Licensee and staff to possess and maintain the following qualifications:

Coaching -

- Minimum level 1 swimming certificate of the national coaching accreditation scheme;
- Certificate of the Australia Council for the teaching of swimming and water safety (Aust swim); or
- Equivalent qualifications, as determined by the Department of Education and Training by the Department of Education and Training.

Licensee's Responsibilities

Swimming Pool

- Remove pool covers before use and replace pool covers after each use.
- Cleaning of skimmers, gutters, tiles, pool decks after each use.

Amenities

- Check condition of toilets/ change rooms daily to ensure high levels of cleanliness are maintained.
- Removal of litter, debris and rubbish from grounds.

General

PART 3 — SPECIAL CONDITIONS

- The Licensee will be liable to meet the cost of any repairs or abnormal cleaning resulting from the use or misuse of premise.
- The Licensee agrees that:
 - Alcoholic beverages will not be sold for consumption on the premises.
 - Drinks will not be sold or served in glass containers on these premises.
 - Diving into the pool may only be safely undertaken from the blocks at the deep end of the swimming pool;
 - The swimming pool is of insufficient depth along the length of the pool and at the shallow end to permit jumping, pencil diving or any activity that requires entry with speed and force with-in 1.5 metres of the pool edges along the length of the pool and at the shallow end.
 - All activity in the pool or on the edge of the pool is to be supervised at all times

Part 3.1 Rules (Maintenance and Cleaning Requirements)

Safety on site

Licensee, their employees, representatives and/or agents comply with Working on Department of Education and Training (DET) Facilities conditions when entering or performing services at any Department of Education and Training Facility (<http://education.qld.gov.au/asbestos/pdfs/working-on-det-facilities.pdf>), as well as comply with a number of conditions, which may be amended as required.

Licensee, their employees, representatives and/or, agents comply with all specific site requirements including Workplace, Health and Safety requirements, and any other such reasonable requirements as instructed by the Principal. (<http://www.hpw.qld.gov.au/construction/whs/pages/default.aspx>).

Fees and charges - (see Part 1 - Application, Item 13)

The first instalment of \$0000.00(excluding GST) is to be paid by the Licensee to <<School Name>> on commencement of the Hire Agreement. The annual fee is to be paid quarterly (i.e. July, October, January and April). The Licensee will be issued with a quarterly invoice from the Licensor which is to be paid from the Licensee to the Licensor by the payment methods available on the invoice.

Payment terms are 30 days.

The annual fee for an extended licence period will be determined at time of extension negotiations and will be payable by the Licensee to Licensor at the commencement of the licence extension.

Payment terms are 30 days from receipt of invoice.

The annual fee for a further term will be determined at time of extension negotiations and will be payable by the Licensee to Licensor at the commencement of the further term.

Ownership of Property

The State of Queensland through the Department of Education and Training (Department) is the owner of the pool facility. Any new portable assets added during the term of this licence by the Department and/or other public bodies through public fund raising or gifts become property of the Department for the purposes of this arrangement, and will be added to the Licensor's pool inventory. If the principal has given the licensee permission to use the additional portable assets, then at the termination of this arrangement, these assets are to be accounted for and returned in good condition to the Department.

Prior to the commencement of this arrangement, the Licensee will provide to the Principal a full inventory of all portable assets owned by the Licensee and proposed to be used by them in meeting their obligations under the arrangement. Any new portable assets added by the Licensee during the term of the arrangement will be added to the Licensee's inventory. On termination of the Hire Agreement, all portable assets on the Licensee inventory are to be removed from the site by the Licensee unless agreement has been reached with the Department to purchase or otherwise retain them.

Subject to the prior consent of the Department and pursuant to standard condition 19.5 of the Hire Agreement, the Licensee may modify or add additional permanent assets to the pool. The Licensor's consent may specify an additional licence fee payable to the Department and the timing of any such payments. Any additional assets are to be constructed in accordance with Department standards and requirements. The added asset(s) become part of the pool facility and will be added to the Licensor's pool inventory.

PART 3 — SPECIAL CONDITIONS

Other Commercial Activities or Events

The Licensee must apply in writing to the Principal for approval to conduct other commercial activities or events (e.g. pool parties) prior to commencement of such activities. The Department's approval will be provided in writing within fourteen (14) days of the request, provided that the proposed activities (and any associated vehicle traffic):

1. can be accommodated at the premises;
2. comply with the Department's policies, planning and local laws; and
3. are not disruptive to other activities at the facility.

Marketing and Promotions - (see Part 4 – Standard Conditions, clause 16)

The Licensee is responsible for all marketing and promotional activities for operation of the pool. The Licensee is required to undertake a program of marketing and promotion of services to attract participation of the local community. Offeror's are required to submit a plan for marketing activities with their response.

All signage and/or marketing for the pool is required to be appropriate for a School pool and will be approved at the discretion of the Principal.

Licensee Access To The Premises - (see Part 4 - Standard Conditions, clause 24)

Pool patrons and staff may access the pool via the pedestrian gate located near the pool entry.

The Licensee will be provided with two (2) sets of keys for the:

- Main entry;
- Gates;
- Pool Sheds
- Canteen; and

The Licensee will sign a key hire agreement at the Finance Office of the school. The Licensee will be responsible for the keys and will not distribute keys to any person not directly engaged in the delivery of the required services without prior written approval from the Department.

As a key service provision provider, the Licensee or their authorised representative is expected to attend pool management meetings and to communicate any decisions made at these meetings to their staff.

Access to additional school spaces

This agreement is in relation to the pool premises only. Use of other school facilities is by negotiation with the school Business Manager.

Reporting

Reporting may be requested during the licence for review purposes only.

It is a requirement for the Licensee to submit reports where requested for the licence.

The Department could potentially require reports in respect of the:

- Licensees current insurance certificates;
- Licensee and staff certifications; and
- Details of services delivered.
- COVID-19 Safe Industry Plan

All reports are to be provided within five (5) working days of request at no charge to the Licensor.

All reports are to be accompanied by the successful Offeror(s) written certification that the information contained in it is correct and current.

Swim School report outlining usage, current attendance / enrolments including updated staff lists (including Blue Card information) is required to be provided to the school business manager monthly.

Performance Management Meetings

PART 3 — SPECIAL CONDITIONS

The Principal reserves the right to initiate meetings with the Licensee to carry out an assessment of compliance against the requirements of the licence, standards and policies.

The Licensee is required to attend all performance evaluation meetings as determined by the Principal throughout the licence at no cost to the Licensor

PART 4 — PLAN OF SCHOOL AND PREMISES

Plan 1 - Site plan showing the School and clearly marking the Premises, routes of access, parking areas and any other areas relevant to this agreement

PART 4 — PLAN OF SCHOOL AND PREMISES

Plan 2 - Detailed plan of the Premises clearly marking all the facilities and areas to be used