

Limehills Community Swimming Pool Key Holders Agreement

Key holder's agreement between:

Parties

1. Limehills Community Pool Inc ("the society)
2. _____ ("the key holder)

Agreement

Interpretation

In this agreement unless a contrary intention appears:

- "the pool"** means the pool known as Limehills Community Pool situated at Derby Street Centre Bush, Southland
- "the Key holder"** means only the immediate family members listed in schedule A of this agreement
- "Pool Management"** means the pool Committee and Caretaker/s
- "Responsible person"** means a person over the age of 18
- "Actively supervised "** means watching children under the age of 14 years old at all times, and being able to provide immediate assistance

Terms of subscription

The season's commence at Labour weekend and finishes at Easter

Families are able to swim from 6am – 10pm, except during the primary school term when the pool is closed between 9am and 3pm Monday to Friday.

The pool may be closed for swimming lessons at various times during the season – notification of this will be placed on the main door 2 weeks prior to the lessons commencing.

Obligations of key holder:

3. **The key holder** must be a **responsible person** (person over the age of 18) and agrees that they, or another **responsible person** will be present at all times when any person listed on **Schedule A** are using **the pool**
4. Family guests (not listed in **Schedule A** and who do not reside in our local area) and are attending with a **key holder** must pay \$2.00 per swim. It is your responsibility as **principal key holder** to ensure this payment is made.

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5. Children who are attending with you, but are listed as a member of a **key holding** family are not required to pay \$2.00
6. Person/s who reside within our local area are allowed to swim 2 times only with another **key holder** before they must purchase a key. (This rule is aimed at introducing possible new **key holders** to our facilities and to discourage people from tagging along regularly with paid up key holders)
7. The **key holder** acknowledges that they are prohibited to lend any keys to any unauthorised persons or to make any duplicates of any keys.
8. The **key holder** acknowledges that to lend or duplicate any key will result in the termination of this agreement and no refund will be payable by **the society**.
9. The **key holder** agrees that any babies or toddlers still in nappies wear “Treasures Little Swimmers” or equivalent.
10. The **key holder** agrees not to use **the pool** or any part of it for any activities which are in the opinion of the **pool management** dangerous, offensive, and illegal or which may become a nuisance to **the society** or the owner or occupier of any neighbouring land.
11. The **key holder** agrees not to bring into any part of **the pool** complex any animals without the written consent of **the society**.
12. The **key holder** agrees and acknowledges that they are responsible for ensuring **the pool** is secure before leaving.
13. The **key holder** acknowledges that they are responsible for ensuring that **the pool** and changing rooms are left clean, tidy and free of rubbish at the completion of each use.
14. Consumption of food and drinks in **the pool** is prohibited at all times (except in situations approved by the **pool management**).
15. Smoking, alcohol and drugs are not permitted on any part of **the pool** property.
16. No person under the influence of drugs and/or alcohol is permitted in any part of **the pool** complex.
17. The **key holder** acknowledges that the storage areas situated at the deep end of the pool are out of bounds.
18. Entrances, exits and doors must be kept clear of furniture, equipment and debris at all times for the purposes of ensuring free access in case of emergencies.

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Obligations of the society

19. **The society** reserves the right to prevent access to or remove from **the pool** any person or persons acting in a way which in the reasonable opinion of the **pool management** may cause a breach of peace or may be considered harmful, undesirable or offensive.
20. **The society** will use its best endeavours to ensure **the pool** water remains at pool water quality standards, and will provide notification of any known issues with the water by way of notice on the main door.

Health & Safety

21. The **key holder** and any other users of **the pool** must take all practical steps to ensure their safety and that of any other persons on **the pool** premises and are reminded that you swim at your own risk. Running, unsafe ducking of others or unsafe diving in to **the pool** are not permitted.
22. The **key holder** and any other users of **the pool** must abide at all times with any safety procedures as set out by **pool management**.
23. Children under 14 years old must be actively supervised by a **responsible person** at all times.
24. All accidents are to be reported to the Caretaker – phone number is pool side.

Limitation of liability

25. The **key holder** acknowledges that **the society** accepts no responsibility or liability (whether due to the negligence or otherwise of **the society**) in relation to any claim of any nature for any personal injury, any other direct or indirect loss, damage, claim or expense arising from the use of **the pool**.
26. The **key holder** acknowledges that if they have any health conditions, or are taking any medication, which may impair the ability to swim the **key holder** is using **the pool** at their own risk.

Liability for Damage

27. Any damage, misbehaviour or abuse of **the pool** may result in the **key holder's** right to use **the pool** being revoked and any bond paid being defaulted. If you witness any such actions please contact a member of the committee – contact numbers are pool side.
28. **The society** reserves the right to take action to recover any damages.
29. **The society** is not responsible for any loss or damage of property brought into **the pool**.

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Signed by _____
as an authorised representative of the Limehills Community Pool Inc

Dated _____

Signed by _____
as key holder

Dated _____

Schedule A – Family Key details

Name of principal **Key holder** _____

Address: _____

Telephone: _____

Email (for newsletters and up and coming events)

Key holder Names (immediate family)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____