



KIRWAN STATE HIGH SCHOOL



## Aquatic Centre

# Appendix 1: Lease Conditions



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# KIRWAN STATE HIGH SCHOOL

## 1. SCHOOL OBJECTIVES

- 1.1 School's objectives for the lease of the Kirwan High Aquatic Centre are:
- (a) To provide opportunities for Kirwan State High School and the Lessee to work together to provide the best possible outcome for the community;
  - (b) To be open and accountable to the public in respect of the pool's operation.
  - (c) To provide all Kirwan State High School students and members of the community with access to a safe, affordable recreation experience in a well managed Venue.

## 2. DEFINITIONS

For the purpose of this Specification –

**School** means Kirwan State High School (Licensor)

**Lessee** means a person, business or company who has entered into a Contract (lease) with Kirwan State High School to provide the specified services. This includes employees, sub-lessees and agents of the person, business or company.

## 3. POLICY AND PRINCIPLES

- 3.1 The Lessee must manage and provide services as specified in this Lease in accordance with School policies.

## 4. COMPLIANCE

- 4.1 The Lessee must at the Lessee's own cost comply with:
- (a) all laws;
  - (b) all directions of any relevant authority;
  - (c) and any direction or order given by the School;
  - (d) Queensland Health Water Quality Guidelines for Public Aquatic Facilities and subsequent editions; and
  - (e) The Royal Life Saving Society (RLSS) Guidelines for Safe Pool Operation (2005) and subsequent editions.

## 5. TERM OF LEASE

- 5.1 The lease will operate from 1<sup>st</sup> October 2025 to 1<sup>st</sup> October 2028.
- 5.2 The term of the lease may be extended for a further period by written agreement between the parties.



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- 5.3 Kirwan SHS may grant a longer-term lease if the tenderer makes a substantial capital improvement to the pool complex.

## 6. RENTALS/ SUBSIDY

- 6.1 The Lessee must pay the Lease fee without any formal or other demand and without any deduction whatsoever on the days and in the manner determined under the final lease agreement.
- 6.2 The Lessee's obligation to pay rent will be suspended for any period when the entire pool complex is unavailable for use for longer than 48 hours as a result of any event outside of the control of, and not contributed to by, the Lessee.
- 6.3 Kirwan SHS will not be liable to pay compensation for any loss sustained by the Lessee arising from closure of any part of the pool complex in any circumstance, including when the closure is a result of a failure of school supplied equipment.

## 7. COMMENCEMENT OF OPERATIONS

- 7.1 The successful Lessee must ensure all staff are trained and qualified and procedures and systems are in place to commence operations by the commencement date.

## 8. USE OF POOL

- 8.1 Unless Kirwan SHS has given written approval, the Lessee must not allow the pool to be used for any purpose other than those directly associated with swimming, aquatic programs, aquatic recreation and leisure activities and community health and fitness purposes.
- 8.2 For Kirwan SHS staff and student use information refer to Appendix 2: Memorandum of Understanding

## 9. POOL OPERATIONS

- 9.1 The permitted use of the pool by members of the public, community or school groups must be established by agreement between the School and the Lessee as detailed in Item 16 on the hire agreement form.
- 9.2 The Lessee must use its best endeavors to ensure that the conditions of use are at all times complied with by all users.



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- 9.3 The Lessee must display the conditions of use in a prominent position so that all members of the public are aware of those conditions.
- 9.4 The Lessee must operate the water treatment plant in accordance with the Queensland Health Water Quality Guidelines for Public Aquatic Facilities and the Royal Life Saving Society Guidelines, and ensure that water quality is always maintained at an appropriate level.
- 9.5 The Lessee must have and maintain knowledge of water treatment plant operation and have successfully completed a pool operator's course.
- 9.6 Whenever the swimming pool is open for public use, the Lessee must take chemical parameters, including residual chlorine and pH tests, of the water in the swimming pool in a manner consistent with the Health Water Quality Guidelines for Public Aquatic Facilities for Category 1 pools. Testing chlorine and pH levels must be carried out and recorded a minimum of 4 times per day.
- 9.7 The Lessee must ensure that the chemical parameters, including residual chlorine and the pH, of the pool water are maintained at all times in accordance and within the ranges meeting the Queensland Health Water Quality Guidelines for Public Aquatic Facilities for Category 1 pools.

## 10. OPERATIONAL RECORDS

- 10.1 The Lessee must maintain and retain an accurate written record of the water standards, water test results, plant maintenance, and chemical dosing in accordance as a minimum standard with Queensland Health Water Quality Guidelines for Public Aquatic Facilities and Operational Guidelines. Water testing records will be kept by the school for a period of ten years.
- 10.2 The Lessee must deliver these records to Kirwan SHS on a monthly basis.
- 10.3 The Lessee must permit the School (Licensor) to inspect the operational records at any time during normal hours of operation.
- 10.4 The Lessee must record all injuries, notifiable diseases, dangerous or potentially dangerous incidents which occur at the pool through the use of an incident report form.
- 10.5 The Lessee's records must include the details of any injury, accident or dangerous incidents including any near misses, that come to the Lessee's attention through the use of a monthly report form.
- 10.6 The Lessee must investigate all injuries, accidents and potentially dangerous incidents which occur at the facilities. Where the accident or incident is of a serious nature (which includes any incident that requires emergency services to attend), the Lessee must notify the School (Licensor) immediately.



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- 10.7 Upon notification of an injury, accident or potentially dangerous incident, Kirwan SHS reserves the right to carry out its own investigation by a School Representative as to the circumstances and causes of the incident. The Lessee must ensure full co-operation of all staff and provide access to all areas and records for this purpose.
- 10.8 Any complaint regarding the use of the pool and/or its operations must be put in writing and communicated immediately to the School (Licensor).

## 11. OPERATIONAL REPORTING

- 11.1 The Lessee must submit monthly Performance Reports to the School (Licensor). The monthly report will broadly address activity at the pool generally, but including:
- (a) Public Use versus Program Use Attendance and Events summary;
  - (b) Issues of interest to School;
  - (c) Staff training undertaken;
  - (d) Occupational Health and Safety Inspections and/or issues;
  - (e) Deviations from any standards specified in the lease;
  - (f) Register of complaints and actions taken to resolve them;
  - (g) New policies and procedures introduced that would be of interest to Kirwan SHS

## 12. POOL MAINTENANCE

- 12.1 The Lessee must keep and maintain the pool and its associated infrastructure in good and tenable repair and condition, fair wear and tear and damage by fire, storm, flood, tempest or any act of God only excepted and keep and maintain the machinery, plant and equipment belonging to or used in connection with the swimming pool in good working order; fair wear and tear only excepted.
- 12.2 Any repairs or renewals that may be required or found necessary from time to time during the agreed term to the machinery and plant due to fair wear and tear and not arising from any negligence on the part of the Lessee or failure of the Lessee to comply with any provisions of this lease will be made by the School.
- 12.3 The Lessee must do all things necessary to have the swimming pools emptied and filled as often as required by the School (Licensor) and to close the pool to the public and to scrub and otherwise treat the side and bottom of the said swimming pool and also disinfect the water in the swimming pools in accordance with the Queensland Health Water Quality Guidelines for Public Aquatic Facilities and Operational Guidelines.
- 12.4 The Lessee must ensure that only appropriately qualified staff operate plant equipment and are sufficiently trained in its operation.
- 12.5 During any period that the pool is closed, the Lessee must not allow any person to enter or remain in the swimming pool enclosure or any person other than the Lessee or the Lessee's agents to be in proximity of any effected swimming pool enclosure while the swimming pool is being emptied or filled.





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- 12.6 The Lessee must clean and keep clean and freely flowing all pipes, drains, toilets, change rooms and footpaths on or included in the pool and to put and keep in a clean state by flushing and scrubbing in conjunction with the proper and effective use of disinfectants, soaps and cleansers all surfaces subject to fouling including in particular the dressing rooms and concourses and further to satisfy all requisitions of the Health and other Authorities including the Council and of any Gas or Electric Supply Authority having jurisdiction with regard to the pool.

## 13. BREAKDOWNS AND DEFECTS

- 13.1 The Lessee must notify the School (Licensor) by the quickest possible method of any breakdown or defect in the water treatment plant or systems.
- 13.2 The School is not liable for the loss of any income or expenses as a result of any unforeseen or uncontrolled circumstances necessitating the closure of the facility including, but not limited to theft, vandalism, fire, flood, emergency or the unavailability of electricity, water or sewerage services.

## 14. CLEANING AND POOL SURROUNDS

- 14.1 The Lessee must ensure that the facilities are maintained in a clean, safe and hygienic condition at all times.
- 14.2 The Lessee must inspect at least daily all areas of the facilities and must use its best endeavors to remedy any problems immediately.
- 14.3 The Lessee must have due regard for the safety and comfort of the public whilst cleaning is being undertaken, and must not leave areas unduly wet when cleaning has been carried out.
- 14.4 The Lessee must ensure that any spillage is cleaned away as soon as possible to avoid a slip hazard or unnecessary staining of surfaces (including fabric or fittings).
- 14.5 During cleaning the Lessee must not use any product which will cause damage or discolouring to the floor surface, fittings or fixtures.
- 14.6 Strict precautions must be taken at all times to prevent slippery conditions and minimise risk from unavoidable slippery conditions. Warning signs must be displayed whenever potential slippery conditions exist, e.g. while cleaning floors.
- 14.7 For the purposes of ground maintenance, the pool's property boundary is the area contained by the security fences together with the main paved entrance of the pool.
- 14.8 The Lessee must reasonably assist School Staff in ensuring that all outer hard surfaces and soft areas, including car parks, grassed areas and pathways in the immediate vicinity of the pool, are kept free from litter and debris. Litter must be removed from these areas on a daily basis (as a minimum).



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- 14.9 The Lessee must ensure the inner/outer surfaces of all buildings are checked daily and any graffiti removed that same day. This includes walls, doors, windows and ceilings in all areas.
- 14.11 The Lessee must provide disinfectants, toilet paper, soap and other requisites for use in the change rooms, showers and toilets at the Lessee's expense, and conduct regular checks to ensure that these are replaced promptly as required.
- 14.12 The Lessee must provide all cleaning equipment including such things as brooms, mops, buckets, hoses etc.
- 14.13 The Lessee must ensure that all cleaning materials are properly labelled, securely stored and used only in accordance with instructions of the manufacturers of the materials and surface areas on which they are used and further that The Lessee must ensure that Safety Data Sheets are readily accessible for all prescribed products.
- 14.14 The Lessee must maintain the pool's lawns, grounds and garden beds.
- 14.15 The Lessee must keep the pool grounds free and clean of weeds and noxious plants.
- 14.16 The Lessee must supply and maintain all machinery and equipment required to meet the standards described in this lease.
- 14.17 The Lessee is responsible for grass cutting inside the fence line, and the School is responsible for the area outside the fence. Green waste must be regularly removed from the facility.

## 15. CLEANING TIMES

- 15.1 All cleaning of areas other than the external areas of the building and the cleaning of change rooms as required must take place outside the times of public use of the facilities.

## 16. CUSTOMER COMPLAINTS

- 16.1 The Lessee must deal with any verbal or written complaints received in a prompt, courteous and effective manner.
- 16.2 The Lessee must supply written details of the proposed Complaints Procedure for approval by the School (Licensor).
- 16.3 The Lessee must keep a written record of all complaints (whether relating to the public use of the pool or a Program) received from any source.
- 16.4 Records of all complaints and replies must be submitted to the School (Licensor) on a monthly basis, or immediately if the complaint is deemed by the Lessee to be of a significant nature, or requested by the School Representative.





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- 16.5 Unresolved complaints relating to public use of the pool received by or referred to the Coordinator Preventative Programs will be investigated by a School Officer, who will take such action as is considered necessary to resolve the complaint.

## 17. DISPOSAL OF WASTE AND REFUSE

- 17.1 The Lessee must make proper arrangements for the disposal of effluent waste, green waste and refuse from the pool.
- 17.2 The Lessee must ensure that all waste refuse is stored, awaiting collection in appropriate containers.
- 17.3 The Lessee must ensure that adequate storage containers are provided for the volume of any effluent waste or refuse generated from the pool.
- 17.4 The Lessee must not dispose of any waste or refuse by burning.
- 17.5 The Lessee must ensure that all chemicals are disposed of according to the specific chemicals Safety Data Sheet

## 18. LIGHTING

- 18.1 While the pool is open for public use the Lessee must ensure the pool is appropriately lit for the safety and convenience of patrons.

## 19. TELEPHONE COSTS

- 19.1 The Lessee must ensure a working landline telephone system is in place at all times that the pool is open to the public. The Lessee is responsible for the costs of all calls and line rentals associated with the pool including public telephones and internet broadband installations. An internal phone line is provided for communication with the School.

## 20. POOL SUPERVISION

- 20.1 The Lessee must comply with the Royal Life Saving Society Safe Pool Operations Guidelines at all times. The Lessee must ensure at least 2 appropriately qualified staff supervise use of the pool at all times the pool is open to public use. If the Royal Life Saving Society Safe Pool Operations Guidelines recommend that more staff be on-site, then the Lessee must comply with that recommendation.
- 20.2 The Lessee must ensure on-duty supervising staff have the following minimum qualifications:
- one staff member must have a lifeguard qualification or equivalent; and
  - all other staff members must hold current first aid and resuscitation certificates.



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- 20.3 Where any part of the facility is made available to the public or an organisation outside the normal opening hours, the Lessee must provide proper access to the facilities and ensure there is correct supervision during the event. At the close of that period of use, the Lessee must ensure that the facility is properly secured.
- 20.4 The Lessee must report any breach of security to the School (Licensor) as soon as possible and in any event no later than twenty-four hours after any incident.
- 20.5 The Lessee must notify the School (Licensor) immediately about any incident occurring on or at the pool or any incident of any nature whatsoever which may result in the School being joined in any proceedings. The Lessee must keep records, information and notes as may be necessary to assist the School in defending any such proceedings.

## 21. FIRE PRECAUTIONS AND EMERGENCY SERVICES

- 21.1 The Lessee must ensure that all employees are adequately trained to deal with Fire and Emergency evacuations and situations.
- 21.2 The Lessee must notify the School (Licensor) immediately in the event of the emergency services being called to the pool. Following such an incident a full written report of the action taken and the implications for future staff training must be provided by the Lessee to the School (Licensor).

## 22. COSTS WHICH WILL BE THE SCHOOL'S RESPONSIBILITY

- 22.1 The School will be responsible for the costs directly attributable to the presentation or operation of the Kirwan High Aquatic Centre as follows:
  - (a) Insurance for all fixed structures and buildings;
  - (b) Structural Maintenance of buildings, plant, equipment, fixtures and fittings (excluding general maintenance which will be the responsibility of the Lessee). This means that the School will be responsible for maintenance or replacement of significant items, such as built structures, water pipes, drains, fire panels, sprinkler systems, pool basins, pool plant and lighting/ electrical systems;
  - (c) Pool cleaning equipment and maintenance equipment
  - (d) Provision of safety and first-aid equipment (but excluding First Aid consumables);
  - (e) Costs associated with any pool Chemicals
  - (f) Costs associated with any local government rates and local water charges;
  - (g) Planning and delivery of the pool's cyclic asset maintenance requirements;
  - (h) All Electricity costs.
  - (i) All necessary safety signage.



## 23. COSTS WHICH WILL BE THE LESSEE'S RESPONSIBILITY

23.1 The Lessee must account for and be responsible for:

- (a) Greenwaste and other waste collection/removal.
- (b) Licenses, taxes or other statutory fees associated with the operation of the pool.
- (c) All telephone and broadband (internet) expenses.
- (d) Public liability insurance with a limit of indemnity of not less than \$20,000,000.
- (e) Insurance of all fixtures, fittings, fittings or equipment owned by the Lessee.
- (f) Maintenance of and supply of related consumables (where applicable) for light bulbs, landscaping needs (e.g. lawns & gardens), fixtures and fittings (e.g. floor coverings, taps, toilets, windows, gutters etc), safety, fire safety consumables;
- (g) All equipment and consumables associated with aquatic and recreation programs, activities and lessons conducted at the pool.
- (h) All professional development required by staff to work in appropriate areas.
- (i) Constructions and maintenance of any capital improvements undertaken by the Lessee (subject always to the School's prior written approval).
- (j) The payment of all out-goings, wages, superannuation, taxes and charges in connection with the operation of the lease.
- (k) All licenses, taxes, statutory fees and other government charges, associated with the operation of the pool which are not specifically identified as being the School's responsibility.
- (l) Cleaning and good presentation of the pool. This will include the emptying of the pool during the off season if required by for maintenance reasons and conduct of any necessary cleaning /treatment to keep the pool in hygienic condition.
- (m) Appropriate supervision and systems so as to ensure the safety and security of patrons and the property.
- (n) Keeping of records in accordance with School requirements.
- (o) Maintenance of water quality as required by the Queensland Health Water Quality Guidelines for Public Aquatic Facilities and Operational Guidelines and any other standard adopted by Kirwan State High School in the executed lease agreement.
- (p) Follow the School's (Licensor) emergency/ evacuation procedures during school business hours.
- (q) Establish and follow emergency/ evacuation procedures outside of school business hours.
- (r) Quality Assurance management and development processes.
- (s) All Staff training
- (t) Compliance with all provisions of the final lease agreement.
- (u) All costs other than the costs otherwise payable under this lease by the School.



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## 24. STAFFING

- 24.1 The Lessee is entirely responsible for the employment and conditions of service of its employees.
- 24.2 The Lessee must ensure that all staff are sufficiently trained and currently qualified to fulfil the requirements of the Lease.
- 24.3 All staff engaged in association with this lease must submit to a "Suitability to Work with Children" check (Blue Card) prior to confirmation of their ongoing employment. The Lessee is responsible for the appointment of staff of good character and reputation. Copies of all such records must be securely stored at the Lessee's main office and made available for inspection by the School Representative upon request.
- 24.4 The Lessee must ensure the smart and tidy appearance by all staff at all times the pool is open to the public.
- 24.5 Neither the Lessee nor any member of the Lessee's staff may smoke or be affected by alcohol or drugs while on duty. Smoking or consumption of alcohol is not permitted within the pool at any time without the School's written consent.
- 24.6 The Lessee must ensure that all staff are familiar with, trained in, and adhere to all relevant rules, regulations and procedures concerning food hygiene, health and safety at work.
- 24.7 The Lessee must ensure that any staff that undertake or supervise instruction, tuition or coaching in any activity at the pool is in possession of the minimum current qualifications as may be required or recommended by that Sports State Sporting Body or the Australian Federation of Sport.
- 24.8 The Lessee must maintain a record of appropriate qualifications held by staff, instructors, tutors or coaches employed in the provision of a service or any persons hiring or using the pool for the purpose of instruction, tuition or coaching. A copy of these records and any update or re-qualification is to be available upon request by the School (Licensor), and reviewed annually by the Lessee.

## 25. COMMERCIAL LEARN TO SWIM AND COACHING RIGHTS

- 25.1 The Lessee has the right to conduct professional learn-to-swim programs at the pool. The conduct of such programs must not reduce the reasonable public use or school use of the pool.
- 25.2 The Lessee has a right to conduct professional coaching programs at the pool. The conduct of such programs must make reasonable provision for the needs of local Swimming Clubs.



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- 25.3 It is agreed the Lessee has authority to make a rental charge for lanes used by Swimming Clubs and their Coaches during Swimming Club Coaching Times.

## 26. CAPITAL IMPROVEMENTS

- 26.1 The Lessee must not effect or permit to be effected any additions or alterations to the construction or arrangement of the pool or any part thereof without the written consent of the school.
- 26.2 The Lessee must not mark, paint, drill into, cut, or alter any of the doors, walls, partitions, timbers or floors of the pool and not to erect or install any fixtures, fittings or things on the pool without the written consent of the School (Licensor).
- 26.3 If capital improvements or new equipment are proposed by the Lessee during the term of the lease, the Lessee must advise the School about:
- details of the proposed improvements/ equipment
  - proposed timing of installation of any improvements/ equipment
  - objectives of the proposed improvements/ equipment
  - value of the proposed improvements/ equipment
  - any consideration to the lease fee or term of the lease that the Lessee is seeking in consideration of the proposed capital developments.
- 26.4 The acceptance of any improvement proposal will be at the School's discretion. Any approvals required to implement proposed capital improvements will be the sole responsibility and cost of the Lessee unless otherwise agreed in writing by the School.
- 26.5 It is the responsibility of the Lessee to obtain all planning and building regulation approval as necessary for any modification agreed to by the School. The Lessee must not assume that an approval by the School for a modification of the facilities in the context of this Lease will result in a successful application for planning or building regulation approvals.
- 26.6 If the School approves the Lessee making any additions or extensions to the facility during the term of the lease, then:
- (a) Temporary structures must be removed at the sole cost of the Lessee at the end of the lease term.
  - (b) Any permanent structures will become the property of the School without any compensation due by the School to the Lessee at the end of the lease term.
- 26.7 The Lessee must use a key from the schools master key matrix for any gate, building or structure within the pool to which a lock has been affixed.





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- 26.8 Kirwan State High School reserves the right to make modifications to any facilities during the term of the Lease. Any modification initiated by Kirwan State High School that affects the performance of the Lease will be subject to the conditions of the Lease.

## 27. INSURANCES

- 27.1 The Lessee must at all times during the lease have in force a policy of insurance of not less than \$20,000,000 with a company approved by the School indemnifying the Lessee against any or all claim or claims for or right to damages by any person relating to the pool or otherwise suffering loss or damage by reason of:
- bodily injury or damage to property arising from or in connection with their use of the pool; and
  - all other insurable public risks.
- 27.2 The Lessee must produce to the School (Licensor) on request copies of all insurance policies required under this Lease.
- 27.3 The Lessee agrees to indemnify the School against all losses, damages and expenses which it may sustain, expend or experience on account of any neglect or misconduct by the Lessee or of any non performance on the part of the Lessee of any term of this agreement.
- 27.4 The Lessee agrees to indemnify and save harmless the School from all loss and damage occasioned by the negligent use or misuse of any thing (including without limitation any machinery, plant and equipment) used in any way in connection with the pool, by the Lessee or by any person or persons claiming under the Lease.
- 27.5 The Lessee must ensure that appropriate Worker's Compensation Insurance is obtained and maintained.

## 28. ADMISSION FEES AND HIRE CHARGES

- 28.1 Admission fees and hire charges will be set by the Lessee and verified by the School (Licensor) prior to implementation.
- 28.2 The Lessee must use its best endeavours to prevent activities that may cause damage to assets in the pool. The cost of repairs to the pool as a result of such activities will be payable by the Lessee to the School.
- 28.3 The Lessee must not collect any payment for any use of the pool facilities, or and services, or membership or other activity whatsoever that relates to a relating to activities, the use of the facilities and services or memberships for any time after the end of or the termination of the Lease.





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## 29. HOURS OF OPERATION

- 29.1 The Lessee must open and operate the facility seven days a week throughout the entire year unless otherwise negotiated with the School (Licensor). The actual hours of operation (including any Lessee nominated closure periods) are to be determined by the Lessee and approved by the School (Licensor). It is fundamental to this Lease that the pool be opened to the public in a manner that meets the majority of community demands for a facility of this type (including the general community, swimming and sporting clubs and school groups).
- 29.2 The Lessee must seek the School (Licensor) approval before granting exclusive use of a swimming pool to any person or organization. The School must act reasonably when determining applications that relate to the exclusive use of the pool by Swimming Clubs or other approved bodies for club swims and/or carnivals.
- 29.3 In respect of the use of the swimming pool for each club swim or carnival conducted by a swimming club or other body, the Lessee is entitled to charge the club or other body concerned in accordance with the schedule of Fees and Charges set by the Lessee for hire of the respective swimming pools and/ or lanes.
- 29.4 The Lessee must ensure reasonable public access to the pools during the hours of operation. Any changes to the public access to the pools during the term of lease must be approved by the School (Licensor).
- 29.5 The Lessee must display in a conspicuous place near the entrance of the pool complex a notice stating the days and hours the pools are available for public use.
- 29.6 The Lessee must display in a prominent place any activities that are happening on that day as well as future events that may have an effect on public use within the next month.
- 29.7 The Lessee must display in a conspicuous place near the entrance of the pool complex a notice stating the days and hours in which swimming clubs and other approved bodies are scheduled to use the pool.

## 30. OPERATION OF THE KIOSK FACILITY

- 30.1 The Lessee has the sole right to sell refreshments to patrons of the pool from the Kiosk. Kirwan State High School students must not be served between the hours of 8:45am and 2:45pm.
- 30.2 The Lessee must not allow refreshments or the containers in which they are sold to be taken into any of the swimming pools.
- 30.3 The Lessee must not allow to be brought into or consumed on the pool, food or drink in containers of a type that is likely to cause danger, nuisance or annoyance to patrons of the pool.



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- 30.4 Kirwan State High School is responsible for the provision of the existing PA system and fittings. The Lessee is responsible for the additional provision of other fitout and fittings in the kiosk and the ongoing maintenance of those items.
- 30.5 The Lessee must yield up the Kiosk together with all locks, keys and fastenings at the end or sooner determination of the lease period in good and tenantable repair and condition.
- 30.7 The Lessee must supply all required furniture and fittings except those provided by the School at the commencement of the lease.

## **31. DETERMINATIONS BY THE SCHOOL**

- 31.1 Any relevant decision of the School in respect of this lease will be communicated to the Lessee in writing.

## **32. PUBLIC NUISANCE**

- 32.1 The Lessee must not permit or allow anything to occur at the pool which causes a nuisance or annoyance or causes damage to the School or the occupiers of neighbouring premises or to persons lawfully using the swimming pools.

## **33. ANIMALS**

- 33.1 The Lessee must not permit any animals into or to remain at the pool at any time. (With the exception of any animal providing assistance to a person with a disability).

## **34. ACCESS BY SCHOOL OFFICERS**

- 34.1 The Lessee must permit and allow School Officers to enter the pool at all reasonable times to make repairs, renewals and alterations as the School deems necessary for the safety, preservation or improvement of the pool or to exercise any of the powers, rights and remedies conferred on the School under this agreement without being liable to the Lessee.



## **35. SUB LEASING**

- 35.1 The Lessee must not assign, underlet, mortgage, charge or part with the possession of the pool or any part of it or share its occupation with any person without first obtaining the written consent of the School.
- 35.2 The Lessee must provide all details of any potential sub lease arrangement that they are willing to undertake.

## **36. ADVERTISING SIGNAGE (EXTERNAL)**

- 36.1 The Lessee must obtain the School's prior written approval before entering into any agreement for use of the pool by third parties for external advertising signage (visible from outside the pool's leased boundaries and including any signs or promotional material attached to the pool's fences or fascias).

## **37. CARPARK**

- 1.1 The cleanliness and presentation of the pool's public car park area is the responsibility of the School. All pool staff are required to use the car park provided.