



## Te Miro School Swimming Pools Key Holder Agreement Season 2023-2024

The Te Miro School Board of Trustees and the Te Miro Pool Committee work together to maintain the pools to the highest standards possible. To that end they spend a great deal of money maintaining this facility for the benefit of our students and key holders in our community.

As a key holder you will need to show some personal responsibility when using the pool.  
If you feel you cannot fulfil all of the following please do not ask for a key.

The school requests that all users respect the rules and conditions to enable future use of the pools to continue.  
Keys **ARE NOT TO BE SHARED** with non-key holders.

Person's entering the school grounds and/or the pools do so at their own risk and acknowledge that there are **NO LIFESAVING FACILITIES** provided. Swimming alone in our pools is **not permitted**.

This agreement that you are signing is a contract between you, the **KEY HOLDER**, and the Te Miro School Board of Trustees. It covers only the swimming pools season between November of 2023 and April of 2024. It does not grant you access to the schools pools in perpetuity. You are required to renew this contract each year.

By signing this contract you are agreeing to the following key holder responsibilities.

### Key Holder Responsibilities

1. Pool users must be accompanied by a registered KEY HOLDER.
2. The KEY HOLDER must be 18 years or older. Do not pass your key on for others to use.
3. The KEY HOLDER agrees that sole responsibility for safety and behaviour for their group (especially children) lies with them.
4. The KEY HOLDER is responsible for and any damage to the school or facilities.
5. The KEY HOLDER acknowledges individual responsibility for ensuring all pool users Health & Safety expectations are met – (health and safety are everyone's business):
  - Take reasonable care for your own safety and the safety of children in your care.
  - Report any identified hazards to a member of the Pool Committee or Board of Trustees in a timely fashion.
  - Record all accidents and incidents in the accident record book to enable the Board of Trustees to minimise or eliminate further risk.
6. The KEY HOLDER will ensure that all those using the pools abide by the rules as listed below:
  - a. The pools can be used:
    - From 3.30pm until sunset on any school days.
    - During daylight hours on weekends and on school/public holidays.
  - b. The GATE MUST REMAIN SHUT AND LOCKED WHILE SWIMMING and after use.
  - c. All children to be ACTIVELY supervised (given all of your attention) by an adult of at least 18 years of age.
    - For 0-5 year olds and non-swimmers a parent or guardian must be in the water and at arms reach at all times.
    - Constant active supervision is required for children aged 6–10 years old. Parents and carers must be prepared to enter the water with this age group.
    - For 11–14 year olds it is recommended that parents regularly check on their child by physically going to where they are in or around the water.
    - **Never leave children unattended in a pool for any reason**

- d. Do not swim alone
- e. Do not dive in the pools or jump from the sun shade cover, BBQ tables, or other structures.
- f. *The depth is not sufficient to allow for safe diving – especially for adults.*
- g. No glassware is allowed to be in the pool complex (alcohol is banned).
- h. No items in the pools are allowed that will damage the pump system - please tie long hair up.
- i. No DOGS allowed in pools area or school grounds.
- j. NO SMOKING in the pools area and in the school grounds
- k. Swimming in streetwear/clothes (e.g. jeans, underwear, etc). is not permitted
- l. Babies must wear SWIMMING nappies – no normal nappies allowed for hygiene and pool maintenance reasons.
- m. Report any concerns you have about a pool user's behaviour or unregistered key holders to the Board or Pool Committee.
- n. A member of the Board or Pool Committee may at any time request proof of KEY HOLDER status.

### **Data Protection & Privacy**

The pool enclosure's electronic gate logs all key activity. This includes access granted and access denied along with the time and date of these activities. Your name and contact information are stored in this entry system against the key you are given. By accepting the key, and agreeing to this contract, you acknowledge and accept this data collection which will be done in accordance with New Zealand's laws and regulations on personal data.

The school has security cameras that record all movement around the school 24 hours a day. This includes the pool area. The key holder acknowledges and accepts the need for this video surveillance to protect the school's property as well as acting as an anti social behaviour deterrent.

### **The Board of Trustees (Board) and Pool Committee Responsibilities**

1. The Board / Pool Committee have a trained person checking the pool water quality three times daily.
2. The Board / Pool Committee maintain the pools equipment and ensure water quality.
3. The Board / Pool Committee have tried to provide a safe environment to the best of their ability.
4. The Board / Pool Committee and the Principal have the right to withdraw the privilege of pool use.
5. The Board / Pool Committee disclaim liability in the event of any injury or death relating to use of the pool.
6. The Board / Pool Committee have the right to close the pools at their discretion.
7. The Board / Pool Committee will maintain a list of KEY HOLDERS within the pools complex.



## Disclaimer

By entering the school grounds and/or the pool you acknowledge that you have read and accepted these terms and conditions and the pool rules and if you are with a person or persons under the age of 18 you accept these terms and conditions and the pool rules on their behalf.

## Liability

Key holders will be liable for any damage or vandalism caused by themselves or anyone from their group using the pool.

Any person entering this swimming pool area and using any of the facilities located in this area are advised by virtue of this notice, that they are utilising such facilities entirely at their own risk and that they are fully aware that there are no lifesaving facilities of any nature provided and therefore indemnity on the owners of this facility, the School, its Staff, its Board of Trustees, or the Te Miro Pool Committee in full under the laws of New Zealand (which apply to all users of this facility) and shall have no claim from any injury/bodily harm/death and/or loss of property which could arise from the use of this facility.

Key Holder signature \_\_\_\_\_

Date \_\_\_\_\_

## Damage/Incidents

Please IMMEDIATELY report any **blood, vomit** or **faecal** INCIDENTS. The pool must be IMMEDIATELY evacuated and closed by adults on site.

Any DAMAGE incurred must be reported as soon as practicable to one of the following people:

Laura Edward: 021 025 42107 Flo Tonks: 021 216 9325 George Taylor: 021 0253 9382

## KEY HOLDERS

**Season Key Price:      \$130.00 + \$20 deposit for new key (refundable on return)**

The price increase this year is due to the recommendation by the school auditor that the sale of pool keys should now include GST and funds be collected by the school, therefore, there is **change to the bank account.**

Please note it is unlikely that refunds will be possible in the event of unforeseen pool closure due to situations out of our control. The funds raised by the key sales contribute largely to the ongoing maintenance and up keep of the pool complex. The deposit of \$20 for a new electronic key fob is refundable on return of the key fob. You may keep this key fob if you intend to use it next season but it will be disabled until you have completed a new contract and paid your annual fee for next year.

**\* \* \* CHANGE TO BANK ACCOUNT \* \* \***

Bank account:    Te Miro School Board  
                          03-1568-0009205-00  
                          Reference: **POOL KEY and Key Holders Name**

I/We (please print)...../.....understand that I/we am/are personally responsible for the health and safety of myself and everyone in my care while using the Te Miro School pool complex and will be liable for any damages incurred. That I/we accept and will abide by the *KEY HOLDER'S RESPONSIBILITIES* listed on this agreement.

KEY HOLDERS or pool users who breach this agreement will be given two warnings before deactivation of key. Serious misconduct will result in instant deactivation of keys without warning.

The KEY HOLDER acknowledges that the Board, Pool Committee and school staff provide NO LIFESAVING FACILITIES at the pool complex. Dial 111 in an emergency.

I have read the Key Holder's Responsibilities, and Disclaimer and agree to abide by them.

**Signed:** .....

**Signed:** .....

**Date:** .....

**Address:** .....  
.....

**Home Phone No:** .....

**Mobile Phone No(s):** .....

**E-mail Address(es)** .....

**Key No:** .....

NB – Toilets.....There is a toilet available at the front of the school, next to the admin area.

**Would you like to be a part of the pool committee or pool testing team** Yes    No

**May we pass your contact details onto the pool fund raising organisers to help at events such as hay pick up?** Yes    No