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## *Purpose*

This policy outlines the extent of services allowable to be delivered by third party volunteers and professionals at the Macksville Memorial Aquatic and Fitness Centre (MMAFC).

Community Aquatics Pty Ltd have a requirement to ensure that all services delivered at the centre adhere to industry best practice, are delivered at a high standard, that all insurance requirements are in place and that the centres health, safety and emergency action plans are followed.

Community Aquatics retain the exclusive rights to perform all commercial and non-commercial services and activities at the MMAFC for the duration of the Lease Agreement with Nambucca Shire Council.

This Independent Professional Services Policy is reviewed annually and applies equally to persons acting or describing themselves as "Volunteers".

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## *Permissible Services*

If you fall under one of the following categories you are automatically approved, if the MMAFC has available facility space at the time you request.

- ✓ Sports coaching and competition by not for profit organisations or an incorporated club
- ✓ School programs delivered by department of education employees
- ✓ Registered church, community group and similar recognised not for profit organisations

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## *Conflicting / Permission Required Services*

If you fall under one of the following categories your services are strictly NOT allowed to be performed without express written approval by the centre manager.

- ✓ Professional Physiotherapy Supervision (services)
- ✓ Workcover approved rehabilitation programs and supervision
- ✓ Learn to Swim Lessons, including Stroke Correction and Water Safety (or similar) classes
- ✓ Swim coaching and training
- ✓ Personal Training, including fitness, conditioning and recovery
- ✓ Group Fitness Instruction, including conditioning, recovery and holistic fitness classes
- ✓ School programs delivered by non-school personnel (i.e. persons other than teachers)
- ✓ Sports programs that are not delivered by an incorporated club
- ✓ Any activity that is broadly delivered by Community Aquatics Pty Ltd
- ✓ Any activity that is broadly delivered by a current Sub Lessee or Hirer

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## *Expectations of Independent Professional Service Providers (Service Provider)*

### **Professionalism and Standards**

The Service Provider shall ensure that their services are managed:

- ✓ Efficiently & Effectively
- ✓ In accordance with sound business practice
- ✓ In accordance with all relevant statutes, other laws (including Regulations and local laws), and codes of practice relating to the services being offered
- ✓ In accordance with the need to deliver an excellent level of customer service

The Service Provider shall:

- ✓ Ensure that all staff employed, or voluntary, in the Centre have the qualifications, skills, knowledge and training necessary to carry out their duties and functions in a competent manner.
- ✓ The service provider shall not enter into any sub-contract agreement with any third party without the prior written approval of Community Aquatics
- ✓ Community Aquatics will advise the Service Provider of any incidence of the provider's staff acting in an inappropriate fashion.
- ✓ All Service Provider staff uphold MMAFC / Community Aquatics reputation and the rules of the facility.
- ✓ All required MMAFC forms are completed and submitted, as requested by MMAFC staff.

### **Insurance and Indemnity**

The Service Provider shall;

- ✓ Effect and keep affected during the currency of this Agreement, a public liability policy of insurance and professional indemnity insurance.
- ✓ A copy of these insurance documents must be provided to MMAFC Management on commencement of the activity and as requested.
- ✓ Ensuring that all of their employees have and maintain appropriate levels of professional indemnity and public liability insurance in accordance to their specific discipline and professional standards.
- ✓ Must indemnify the Nambucca Shire Council and Community Aquatics against any claim or action arising from its operations at the facility.

### **Safety and Quality Standards**

The Service Provider shall;

- ✓ Ensure that any industry standards applicable to the quality and safety of programs, systems and services are observed.
- ✓ Comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the premises or the building

The Manager of the MMAFC, appropriately qualified Council staff or other delegated members of Community Aquatics staff may inspect the service, equipment and storage areas at any reasonable time to test the quality systems being used by the Service Provider.

### **Maintenance & Repairs**

To assist with the effective repair and upkeep of the facility the Service Provider should report all faulty items to the duty manager or centre manager, and assist MMAFC staff in ensuring the item is safe for continued use or isolated

### **Financial Arrangement: Continuous or Systematic Bookings**

Upon acceptance of the booking by the MMAFC, the Service Provider shall;

- ✓ Be placed on account and invoiced monthly – at the end of each month.
- ✓ Be required to pay all invoices within 7days of issue
- ✓ Maintain their own financial records as required by the Australian Taxation Office

Bookings maybe cancelled without notice should a Service Provider fail to pay an account. Community Aquatics must abide by all GST requirements.

### **Financial Arrangement: Casual or One-Off Bookings**

Upon acceptance of the booking by the MMAFC, the Service Provider shall;

- ✓ Pay the fees as outlined by the MMAFC on the Service Providers Confirmation of Booking advice
- ✓ All fees shall be paid prior to commencing the activity; unless prior arrangements are have been made with the MMAFC manager.
- ✓ Maintain their own financial records as required by the Australian Taxation Office

Bookings maybe cancelled without notice should a Service Provider fail to pay an account. Community Aquatics must abide by all GST requirements.

### **Signage and Advertising**

At the discretion and prior approval of the MMAFC Manager:

- ✓ Signage or advertising within the facility can be erected or displayed
- ✓ Brochures and flyers can be placed and displayed at customer service areas
- ✓ Exposure can be provided in the centre's normal promotion program
- ✓ The Service Provider shall provide a feature page and information for the MMAFC website.

All cost associated to signage and advertising remains with the Service Provider.

### **Program Uniqueness**

Service Provider programs and/ or activities should provide our customers with a service that is not currently available at the centre and that our customers could not reasonably participate in through existing activities (exclusive of scheduling, pricing and personnel preferences).

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## *Conditions of Entry & Supervision*

### **General Conditions of Entry for Service Providers**

All persons participating in the Service Providers activities and entering the facility must agree to abide by the Conditions of Entry listed below. It is the sole responsibility of the Service Provider to ensure their participants/ customers/ clients/ staff are made aware of the Conditions of Entry:

- ✓ All persons must follow the directions of the centre staff
- ✓ MMAFC is an Alcohol free zone
- ✓ MMAFC is a Smoking free zone
- ✓ Any behaviour deemed by staff hazardous to them or other patrons is strictly prohibited
- ✓ Any behaviour deemed by staff to disturb the peace is strictly prohibited
- ✓ All persons entering the facility authorise MMAFC Staff to obtain and/ or administer any medical assistance they deem necessary should the need arise. All persons entering the facility must also agree to pay all medical expenses incurred on their behalf.
- ✓ All persons entering the facility understand that it is their responsibility to gain relevant medical clearance or advice necessary for participation in an activity within the centre. Service Provider activity participants take full responsibility of any injury, illness, loss or damage to them personally and/ or property that may directly or indirectly result from participation in the Service Providers program. In doing the Service Providers participants guarantee to hold MMAFC, Council staff and Community Aquatics representatives indemnified to the fullest extent permissible by law (other than gross negligence) against any claim or demands which hereafter might be made by or on my behalf for any injury, loss or damage from any cause whatsoever, while participating in the Service Providers program.
- ✓ No swearing, offensive or abusive language.
- ✓ Persons with infectious or contagious disease are not be allowed in the water, change rooms or health centre.
- ✓ Persons believed to be under the influence of drugs or alcohol are not permitted into the facility

### **Parental Supervision**

- ✓ Parental supervision is essential at all times
- ✓ Children under 10 years must be actively supervised by a person 16 years or older
- ✓ Parents and guardians should actively supervise their children at all times and as such should be dressed ready to take action, including unexpected entry to a pool
- ✓ MMAFC Staff are not to be used as a substitute for proper parental/ guardian supervision

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## *Child Protection Requirements*

The Service Provider must be aware of their responsibilities for child protection under NSW Legislative requirements: Principal Acts: Children and Young Persons (Care and Protection) Act 1998

All Staff or volunteers engaged by a Service Provider must meet the screening requirements of the above stated Act.

MMAFC Staff;

- ✓ May request evidence of appropriate staff/ volunteer screening at any time
- ✓ May conduct their own investigation about a person's Child Protection check accreditation. The Service Provider must provide additional information as required to complete this process.
- ✓ Maintain full independence from the Service Provider regarding Child Protection requirements. Staff may report any actions by the Service Provider to the appropriate authorities, without proof, but according to the concept of "Reasonable Grounds".

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## *Policy Application and Review*

The Independent Professional Services Policy is reviewed annually. This policy applies equally to all Service Providers and/ or persons acting or describing themselves as either "*Professional or Volunteer*".