



Blackall-Tambo **Regional Council**

BLACKALL AQUATIC CENTRE **4 YEAR LEASE**

Council is seeking tenders for the lease and managing the operation of the Blackall Aquatic Centre for a period of 4 years.

The Tambo Aquatic Centre consists of the following features –

- 50 metre swimming pool
- Kiosk
- Change rooms, showers and toilet facilities
- Wading pools
- Spa

Applicants are required to possess the following –

- Pool Lifeguard Certificate or Bronze Medallion; and
- First Aid Certificate; and
- Positive Notice Blue Card for Child Related Employment and;
- Current CPR Certificate.

Written applications are to be submitted which includes details of qualifications, indicative remuneration package including GST for annual operation of the Aquatic Centre and details of any issues and breaches restricting eligibility of Public Liability Insurance.

For more information about this opportunity, please obtain a copy of the lease and application package by contacting Ms Alison Lamb, Director of Organisational Performance on 07 4621 6600 or emailing Alison.Lamb@btrc.qld.gov.au.

Applications should be forwarded in a sealed envelope marked:

Blackall-Tambo Regional Council
PO Box 21
BLACKALL QLD 4472

Applications close: Friday 24 February 2025 at 4pm (AEST)

MJ Lollback
Chief Executive Officer

PO Box 21
BLACKALL QLD 4472



Blackall-Tambo

Regional Council

BLACKALL AQUATIC CENTRE 4 YEAR LEASE APPLICATION

NAME	
ADDRESS	
PHONE	
EMAIL	
POOL LIFEGUARD CERTIFICATE or a BRONZE MEDALLION	YES/NO DETAILS:
ST JOHN'S FIRST AID	YES/NO DETAILS:
POSITIVE NOTICE BLUE CARD FOR CHILD RELATED EMPLOYMENT	YES/NO DETAILS:
CURRENT CPR CERTIFICATE	YES/NO DETAILS:
SWIMMING POOL PLANT OPERATORS CERTIFICATE	YES/NO DETAILS:
\$20,000,000 PUBLIC LIABILITY INSURANCE	YES/NO POLICY NUMBER:
INDICATIVE REMUNERATION PACKAGE INC. GST	Payments may be by monthly, fortnightly or weekly instalments, as mutually agreed by the parties to this Agreement. \$..... INCLUDING GST.
WORKERS COMPENSATION INSURANCE	YES/NO POLICY NUMBER:



Blackall-Tambo Regional Council

BLACKALL-TAMBO REGIONAL COUNCIL LEASE AGREEMENT

Blackall Aquatic Centre

2025

BLACKALL-TAMBO REGIONAL COUNCIL
LEASE AGREEMENT
Blackall Aquatic Centre

PART 1 - INTERPRETATION

1.1 Definitions

The following expressions bear the meaning shown opposite:

Act	Means the Local Government Act 2009
Admission Fees	All fees charged by the Lessee for: (i) admission to the complex; or (ii) hire of the Complex or any facility within the Demise Premise.
Authorised Person	Means a person authorised by the Local Government to exercise the powers of an authorised person pursuant to the Swimming Pool Local Law for the Blackall-Tambo Regional Council. The Chief Executive Officer is an authorised person for the purpose of this agreement.
Chief Executive Officer	Means the Chief Executive Officer of the Blackall-Tambo Regional Council.
Demise Premise	Lot 141 on SP 152742 including all buildings, plant, equipment, landscaping and grounds and other items contained within the perimeter fence of the swimming centre.
GST	The tax imposed by the Commonwealth of Australia upon the supply of goods and services.
Kiosk	The area contained in the Demise Premise from which refreshments, snack food and swimming related merchandise are or may be sold.
Lease	this document and the clauses contained therein.
References	To the singular includes the plural, and vice versa; to a gender includes each other gender; to a person includes a corporation, and vice versa.
Swimming Season	The period 1 October to 30 April (Summer Season) – 1 May to 30 September (Winter Season).
The Council	The Blackall-Tambo Regional Council having its office at 6 Coronation Drive, Blackall, which expression wherever herein used shall be deemed to mean with its successors.
The Lessee	LESSEE NAME which expression wherever herein used, shall be deemed to mean and include the Lessee, their Executors and Administrators (unless the context indicates a different meaning).

1.2 General Provisions

Unless the context otherwise requires or a contrary intention appears, this Agreement shall be interpreted by reference to the definitions of Part 1.

PART 2: APPOINTMENT OF LESSEE

2.1 Letting of Lease

The Council will let and the lessee will take on the lease of the Blackall-Tambo Regional Council Swimming Pool situated at Salvia Street, Blackall comprising Olympic Pool, Wading Pools, Spa and certain land, Amenities Buildings, Barbeque, and Kiosk (hereinafter called "The Demised Premises").

2.2 Qualifications

2.2.1 The Lessee is required to possess the undermentioned certificates of competency, qualifications or an equivalent recognised certificate or qualification or enter into arrangements satisfactory to the Council for the attainment of such certificates or qualifications:-

Mandatory

- (i) Pool Lifeguard Certificate or a Bronze Medallion
- (ii) First Aid Certificate
- (iii) Current CPR Certificate
- (iv) Positive Notice Blue Card for Child Related Employment

Optional

- (v) Austswim Teacher of Swimming & Water Safety
- (vi) Royal Life Saving – Instructors Certificate
- (vii) ASCTA Coaching Accreditation.
- (viii) Swimming Pool Plant Operator's Certificate

2.3 Ownership

The parties agree that the Council owns the Demise Premise.

2.4 Record of Agreement

The parties record their agreement in this document.

2.5 Underletting

2.5.1 The Lessee may not assign, underlet, mortgage, charge or part with the possession of the demised premises or any part thereof or share with any person, body, firm or corporation the occupation thereof without the written consent of the Council under the hand of the Chief Executive Officer first obtained nor without such consent to attempt to assign, underlet, mortgage, charge or part with possession or share occupation as foresaid.

2.5.2 This Subclause is hereby declared to be a basic condition of this lease and upon any breach thereof by the tenant in any manner whatsoever this lease shall thereupon determine and become void and no effect and any purported assignment, underletting, mortgaging, charging or parting with possession or sharing of occupation of the whole or any part of the demised premises in any way to any person, body, firm or corporation shall not operate to pass any estate or interest in respect of the demises premises or any part thereof to that person, body, firm or corporation.

PART 3: DURATION OF AGREEMENT

3.1 Term of Agreement

The term of this Agreement will commence on the 1 April 2025 and cease on the 31 March 2029 with an option to extend for an additional 2 years.

3.2 End of Term

The Lessee shall yield up the demised premises together with all locks, keys and fastenings at the end or sooner determination of the tenancy in good and tenantable repair and condition in accordance with the obligations of the tenant outlined in this Agreement.

PART 4: REMUNERATION

4.1 Lessee Fees

4.1.4 In consideration of the Lease being granted to the Lessee over the premises subject to the terms, condition restrictions and covenants set forth it is agreed that the Lessor shall pay to the Lessee the annual sum of \$XXXX (GST exclusive) as per the attached schedule, per annum such payment are to be made weekly.

4.1.2 The agreed annual sum of \$XXXX (GST exclusive) is inclusive of any additional cleaning or works that the lessee performs to maintain the facility as stated in this document and for the period of this agreement.

4.1.3 An Australian Bureau of Statistics (ABS) recognised CPI increase may apply to every subsequent year of this lease agreement. Such adjustment is to be made on the 15th of July in each year.

4.1.4 The rental payable in respect of the Lease shall be the sum of ONE DOLLAR (\$1.00) which sum shall be payable by the lessee to the Lessor if demanded.

4.4 Financial Requirements

4.4.1 The Lessee will possess an Australian Business Number (ABN) and furnish the Council with this number upon being appointed as lessee.

4.4.2 Failure to advise Council of your ABN will result in Council withholding 48.5% of the monthly payment.

4.4.3 The Lessee will provide the Council's Blackall Office with bank account details to facilitate electronic fund transfers of the payment mutually agreed by the parties to this Agreement.

4.4.4 The Lessee will provide the Council's Blackall Office with a tax invoice to facilitate remuneration payments.

4.4.5 The Lessee shall pay all telephone and facsimiles charges excluding rental in respect of the telephone connection to the premises.

4.5 Admission Fees

4.5.1 The Lessee shall not charge admission fees in excess of those determined by Council as detailed in clause 4.5.2.

- 4.5.2 The Lessee shall be entitled to receive and retain all admission charges with the exception of Swimming Club Nights and for Carnivals.
- 4.5.3 A copy of the swimming pool fees and charges will be forwarded to the Lessee prior to the commencement of each swimming season.
- 4.5.4 The Lessee may from time to time apply to the Council in writing to vary such charges. Any such application should set out the reasons for requiring a variation to the admission charges.
- 4.5.5 No variation in admission charges shall take place without the Council's prior approval.
- 4.5.6 The Council shall not be responsible to make up to the Lessee any loss of revenue which may be occasioned by way of weather conditions, flood or natural disaster.

4.6 Hire Charges

- 4.6.1 The Lessee shall be entitled to charge and retain a private hire fee as set by Council from time to time for groups and/or individuals to hire the Demise Premise for events/functions. The hire fee is as per fees and charges.
- 4.6.2 The Lessee may not charge more than the private hire fee as detailed in clause 4.6.1 of this Agreement.
- 4.6.3 The lessee shall make the premises available to the Council if required, for up to three (3) days per season, at no cost to the Council. The lessee shall have the canteen rights on such days. The three (3) days per season are for the use of the Blackall State School's, St Joseph's Catholic Primary School's and the swimming club's annual carnivals.
- 4.6.4 The lessee and the Department of Corrections are to negotiate the use of the facility by the Work Camp.

4.7 Kiosk

- 4.7.1 The Lessee shall be entitled to conduct the business of a Refreshment Kiosk and Snack Bar in the Kiosk and retain all profits from the purchase and sale of goods.
- 4.7.2 Swimming aids and accessories may be sold from the kiosk.
- 4.7.3 No other business shall be conducted from the demised premises.
- 4.7.4 No intoxicating beverages are to be sold or consumed on the demised premises.
- 4.7.5 The Lessee shall keep the Kiosk open for business at all times when the pool is open during normal operating hours, and at the discretion of the Lessee for private functions.
- 4.7.6 The Lessee shall maintain and conduct the Kiosk to the standard required by "The Food Legislation" and shall all times comply with the requirements of FSANZ 3.2.2 and the *Food Act 2006*.
- 4.7.7 The Blackall Amateur Swimming Association (BASA) will use its Clubhouse if it chooses to cater.
- 4.7.8 If the Blackall Amateur Swimming Association (BASA) chooses not to cater, then the Lessee has the next option to cater and/or open the kiosk.
- 4.7.9 The Blackall Amateur Swimming Association (BASA) has the right to refuse other parties the use of the Clubhouse facilities.

PART 5: OPERATION AND USE OF DEMISE PREMISE

5.1 Public Use

Subject to any specific provision of this Agreement to the contrary, the Lessee shall:

- 5.1.1 Keep the Demise Premise open and available for use by the public.
- 5.1.2 Allow all members of the public to enter the Demise Premise and use the pool and other facilities intended for use by members of the public, upon payment of the prescribed admission fee.
- 5.1.3 Allow members of all Swimming Clubs and other bodies approved by Council to enter the Demise Premise and use the pool and other facilities upon payment of prescribed admission/hire fees by the hiring club or bodies.

5.2 Public Opening Times

- 5.2.1 The Lessee shall keep the swimming pool open for public use and subject to the supervision of the Lessee allow all persons entitled to entry to the pools to use all facilities provided at the pools upon payment of the prescribed fees or dues during the following hours: -

Winter Season

(1st May – 30th September)

9:00am – 5:00pm Monday – Friday

10:00am – 5:00pm Saturday – Sunday

Summer Season

(1st October – 30th April)

6:00am – 9:30am Monday – Friday

2:00pm – 6:00pm Monday to Friday

10:00am – 6:00pm Saturday – Sunday

- 5.2.2 Subject to Clause 5.2.1, the hours which the Aquatic Demise Premise shall be open shall be mutually agreed between the Lessor and the Lessee and any interested third parties. Such agreed times shall be documented by the Lessee and delivered to the Lessor within one (1) month of the commencement of the swimming season. Failing agreement, the Lessor shall set the opening times. The Aquatic Centre shall open on all Public Holidays save and except Anzac Day and Christmas Day.
- 5.2.3 The Lessee acknowledges that the Lessor may close the aquatic centre for periods for the purpose of effecting maintenance and repairs to the premises and any other times as required for emergency repair and/or replacement of equipment and plant.
- 5.2.4 Should the facility be closed for a period of greater than one (1) month due to plant/equipment failure, epidemic/pandemic or other matters outside Council's control then Council may cease paying remuneration to the Lessee, until the facility is operational.
- 5.2.5 In the interests of public safety, and in consultation with the Chief Executive Officer (CEO) or Blackall Tambo Regional Council (BTRC) delegated person, the Lessee can close the pool due to inclement weather. All reasonable steps are to be taken to discuss the matter with the CEO or BTRC delegated person before making a decision; however, should immediate action be required, the Lessee has the ability to immediately close the pool, however, must notify the CEO or BTRC delegated person as soon as practical after the closure, upon which Council maintain the right to review such decision and provide further direction as to closure and/or reopening the pool.

5.3 Limitation of Public Use

- 5.3.1 Irrespective of clauses contained in 5.1, the Lessee will make the pool available from time to time to the exclusion of the general public for Club swims, training or carnivals.
- 5.3.2 The Lessee may only limit the availability of the pool in accordance with clause 5.2.3 upon such occasions, for such periods and upon such conditions as Council approves or determines from time to time.

5.4 Swimming Coaching

- 5.4.1 The Swimming Club being able to provide its own swimming coach, the Lessee retains the rights to provide swimming coaching/learn to swim lessons/training. In the event of failure or inability to provide this service, the Swimming Club will get the first option to provide these services. Should either the Lessee or the Swimming Club not provide these services, other individuals may apply to provide same. In any outcome, a mutual agreement between Council and the Lessees will be made, to afford approval for the provision of said services. Normal admissions will be paid to the Lessee by the approved service provider.
- 5.4.2 In the event of any dispute in the provision of these services, Council will decide on the outcome.
- 5.4.3 If the Lessee does teach swimming, either as the Club's appointed coach or in his/her own right, it shall in no way interfere with the general supervision and control of the public and of the Council's property.

5.5 Restricted Public Use (Swimming Training/Coaching)

- 5.5.1 The Lessee shall close the pool to the public on Thursday evenings from 6.00pm and give free admission to the Blackall Amateur Swimming Association (BASA) for training members and Club night activities.
- 5.5.2 The lessee shall permit swimming training to occur every day by blocking off a number of lanes between the hours of 6.00am to 7.30am, 6:00pm to 7:30pm Monday to Sunday as per the Blackall Amateur Swimming Association (BASA) MOU. Any changes to training hours are to be negotiated between the Lessee and the BASA.
- 5.5.2 The number of lanes roped off may be reduced to 2 if the number training is 10 or less.
- 5.5.3 Lanes roped off may increase to 3 when the number of people training is greater than 10.

5.6 Supervision

- 5.6.1 The Lessee shall personally conduct and supervise the demised premises and the swimming pool dressing accommodation and requisites and all facilities thereon or provided thereat at all times the demised premises are open to public use (except when otherwise permitted as provided in this Agreement).
- 5.6.2 At all times when required so to do by the Council to satisfy it that the Lessee is fully competent or qualified in lifesaving and resuscitation methods of the type and standard required by the Council.
- 5.6.3 During all such times not to absent themselves all together from the demised premises except with the prior written approval of the Council under the hand of the Chief Executive Officer first obtained.
- 5.6.4 The Chief Executive Officer may grant such approval with or without conditions.

- 5.6.5 In all cases any such approval shall be subject to the Lessee placing in charge of the demised premises during the Lessee's absence a person (to be approved by and at no cost to the Council) fully competent to maintain discipline and save life.
- 5.6.6 The person or persons left in control of the demised premises shall also be suitably skilled in the day to day running of the plant and swimming pool operations.
- 5.6.7 Shall hold public liability insurance in their own right of an amount not less than \$20,000,000.00, full details of which policy shall be advised to the Lessee and the Council.
- 5.6.8 The Lessee shall also notify the Chief Executive Officer the name or names of the person or persons to be left in charge. These names are to be submitted with the application to be absent from the demised premises.
- 5.6.9 The Lessee shall promptly obey all lawful requirements of the Council, any another Statutory Body or Officer duly authorised accordingly to law in relation to the care and management of the demised premises.

5.7 Insurance

- 5.7.1 The Lessee must effect a public liability insurance policy with an insurer authorised under the Insurance Act 1973 or, in any other case, to the satisfaction of Council, naming the Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect thereof under this contract subject to the terms and conditions of the insurance policy.

Such policy must: -

- Be for an amount of not less than Twenty Million Dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amount as the Council may reasonably require from time to time; and
 - Be effected on "claims occurring" basis so that any claim made by the Lessee under the policy after the expiration period of the policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
 - Be maintained at all times during the currency of this agreement, and, upon receipt of any Notice of Cancellation, the Lessee must immediately effect another public liability insurance policy in accordance with the terms and conditions of this agreement.
- 5.7.2 In the event that the Lessee should engage employees during the terms of this agreement, the Lessee will effect and keep current during the term hereof their own Workers Compensation Insurance Policy.
- 5.7.3 Blackall Amateur Swimming Association (BASA) to hold and maintain Public Liability Insurance (of an amount not less than \$20,000,000.00) to cover those times when it has sole access to the Aquatic Centre. Blackall Amateur Swimming Association (BASA) is to provide Council and the Lessee with a copy of their Certificate of Currency.
- 5.7.4 Blackall Amateur Swimming Association (BASA) will also make available, to the Lessee and Council, details of Coaches' names and qualifications held, suitability card details and affiliations with State Bodies.
- 5.7.5 The Lessee shall indemnify the Council against all losses, damages and expenses which it may sustain, expend or be put to by reason or on account of any neglect or misconduct by the Lessee or of any misperformance on the part of any of the agreements and stipulations herein contained.

- 5.7.6 The Lessee shall indemnify and save the Council from all loss and damage occasioned by the negligent use or misuse of the machinery, plant and equipment belonging to or used in connection with the said swimming pool and kiosk or of the water supplied to the demised premises or of the water or electric light fittings or fixtures, or the closets or conveniences in or belonging to the demised premises by the Lessee or by any person or persons claiming under the Lessee and at the Lessee's own cost to pay for all such loss and damage.

PART 6: CARE, HEALTH AND AMENITY OF DEMISED PREMISES

6.1 *Cleaning/Pool Maintenance Program*

The Lessee shall:

- 6.1.1 Keep the whole of the demised premises, with the exception of lawns and landscaping, in a scrupulously clean condition and free from any accumulation or deposit contrary to any statute regulation or Local Law in force in the Blackall-Tambo Regional Council (BTRC) area or any other requirement as determined by the Environmental Health Officer (EHO).
- 6.1.2 Cleanse and keep cleansed and freely flowing to their fullest capacity all pipes, drains, water closets and ablutions on or included in the demised premises and to put and keep in a cleanly state by flushing and scrubbing in conjunction with the proper and effective use of disinfectants, and soaps and cleansers all surfaces subject to fouling including in particular the dressing rooms and concourses and satisfy all requisitions of the Council.

6.2 *Plant Maintenance/Operation*

The Lessee shall:

- 6.2.1 Operate such purification plant as may during the said term be installed on the demised premises continuously throughout the period that the swimming pools are open to public use and to the satisfaction and requirements of the Council or person appointed by the Council and maintain the said plant in full operational condition.
- 6.2.2 Subject to and without prejudice to clause 6.3.3 hereof, keep and maintain the demised premises in good and tenantable repair and condition, fair wear and tear and damage by fire, storm, flood, tempest or any act of god only excepted.
- 6.2.3 Comply with the provisions of the Work Health and Safety Act and Regulations at all times and in particular shall familiarise him/herself with the implications thereof with respect to the use and maintenance of ride-on mowing equipment, chemicals and associated equipment and any other plant or equipment used.
- 6.2.4 Give to the Council prompt notice, in writing, of any accident to or defects in the machinery and plant used in connection with the said swimming pools and the water purification plant, water pipes, electric wiring, and the electric lights and fittings.

6.3 Buildings/Grounds

The Lessee shall:

- 6.3.1 Not effect or permit to be effected any improvements or addition to nor to make or permit to be made any alterations in the construction or arrangements of the demised premises or any part thereof without the written consent of the Council under the hand of the Chief Executive Officer first obtained.
- 6.3.2 Not, without the like consent to mark, paint, drill into, cut, alter, deface or injure any of the doors, walls, partitions, timbers or floors of the demised premises and not to erect or install any fixtures, fittings, or things on the demised premises without the written consent of the Council under the hand of the Chief Executive Officer first obtained.
- 6.3.3 Permit and allow the Council by its Officers, servants, agents or workmen to enter the demised premises at all times to examine the same and to make such repair, renewals and alterations as the Council shall deem necessary for the safety, preservation or improvement of the same or to exercise any of the powers, rights and remedies conferred on the Council by these presents without being liable to recoup the Lessee for any inconvenience, loss or damage howsoever arising which may be suffered by yourselves as a consequence thereof.
- 6.3.4 Have at all times observed and performed all covenants, conditions and provisos herein contained and on his/her part to be observed and performed permit any fixtures and things which may be installed by the Lessee on the demised premises with the written consent of the Council at the expiration or sooner determination of the said lease to be taken down and removed from the demised premises for the Lessee's own benefit, the Lessee making compensation to the Council for any damage done to the demised premises by such removal.

Council will:

- 6.3.5 Keep the lawns and gardens trimmed at the demised premises and maintain such lawns and gardens in a good and tidy condition including the car park and car park garden beds.

6.4. Water Quality

The Lessee shall:

- 6.4.1 Carry out such procedure as is necessary for the chlorination and purification of the water to be used in the swimming pool and spa as and when required by the Council and to its satisfaction.
- 6.4.2 Measure and Record all necessary water quality parameters and at the frequency detailed in the Queensland Health Swimming Pool Guidelines as amended from time to time.

6.5. Record Keeping/Reporting

The Lessee shall:

- 6.5.1 Maintain in an Aquatic Centre Log Book, supplied by the Council, a daily record of all chemicals used in conjunction with the purification of the water in the swimming pools and spa on or included in the demised premises. Accurately maintaining this Log Book is the responsibility of the Lessee and these records will be checked regularly by BTRC or the Environmental Health Officer.
- 6.5.2 The number of persons (showing separate daily totals for adults and children under the age of 16 years) entering the said swimming pool and spa.

- 6.5.3 The day or days in each week on which the said swimming pool and spa has been cleansed.
- 6.5.4 Any other particulars relating to the said swimming pool and spa that the Council requires to be recorded.
- 6.5.5 Such book to be kept at all times at the demised premises and to be returned to the said Council at the close of every swimming season or upon demand.
- 6.5.6 Permit the Council or its authorised officers or servants at all times to inspect and take copies of and extract from any book or form containing records hereby required to be kept by the Lessee.
- 6.5.7 Submit to the Council at the expiration of each swimming season and during the first week of every month during the season, a report showing the number of persons admitted to the pools during the previous month, and on any matters which the Council may from time to time require.
- 6.5.7 Record in the register provided the name or names of any person or persons expelled from the demised premises giving the reason for such expulsion and the period of time such expulsion is to be in effect. The register is to be made available for scrutiny by Council's Officers on request.

6.6. Accidents/Incidents

The lessee shall:

- 6.6.1 Forthwith notify the Council by telephone or otherwise by the quickest medium of any accident or misadventure occurring on or at the demised premises.
- 6.6.2 Notify incidents/accidents in the required format on the form provided within 24 hours of such incident/accident.
- 6.6.3 Complete an incident form for any incident occurrence within one (1) hour of the occurrence of any such incident.

6.7. Nuisance

The Lessee shall:

- 6.7.1 Not do or permit anything to be done on the demised premises or bring or keep anything therein or within or about the same which shall conflict with any law of the Commonwealth of Australia or the State of Queensland, or of the by-laws or regulations relating to fires or conflict with any of the laws, by-laws, rules or local laws in force affecting the Blackall Tambo Region or with "*Public Health Act 2005*" or any statutory modification thereof for the time being in force or the regulations thereunder respectively.
- 6.7.2 Not do, cause, permit or suffer upon the demised premises anything which may be or become a nuisance or annoyance or cause damage to the Council or the occupiers of neighbouring premises or to persons lawfully using the said swimming pools and spa or upon the demised premises.

6.8. Health and Safety/Customer Service

The Lessee shall:

- 6.8.1 At all times, whilst the demised premises are open to the public, ensure that adequate staff are available to patrol the pool grounds and supervise swimmers in the general interests of the safety of all persons using the pool and spa.

- 6.8.2 Ensure that no child under the age of ten (10) years shall be admitted to the pool grounds unless in the care of a responsible person over the age of eighteen (18) years.
- 6.8.3 Prevent any trespass on the demised premises (during opening hours).
- 6.8.4 Ensure all work is carried out in accordance with the obligations detailed in the Work Health & Safety Act. [See *Safepan Responsibilities Statement for details*].
- 6.8.5 Undertake a workplace health and safety induction with Council's Systems Coordinator before commencing duties.
- 6.8.6 Promote and maintain a positive organisational image and good community relations, including Facebook, Twitter and any other forms of public communications including Emails.
- 6.8.7 Provide quality customer service to both internal and external customers according to guidelines stipulated within BTRC Code of Conduct Policy.
- 6.8.8 Ensure all tasks are carried out in accordance with Council policies as adopted and amended from time to time.
- 6.8.9 Not allow refreshments or the containers in which they are sold to be taken into the swimming pools and spa nor allow to be brought into or consumed on the demised premises food or drinks in containers of a type such as to be, in the opinion of the Council likely to cause a nuisance, annoyance or injury to patrons of the demised premises.
- 6.8.10 Ensure that any work to be undertaken in a confined space is notified to the appropriate Council Officer and conducted by Council Staff.
- 6.8.11 Blackall-Tambo Regional Council's Drug and Alcohol Policy applies to the Lessee during hours of operation of the pool, including all contractors and delegated employees of Council or the Lessee.

PART 7: COUNCIL'S RESPONSIBILITY

7.1 Financial Responsibility

The Council will:

- 7.1.1 Pay for electric energy and light consumed on the demised premises.
- 7.1.2 Pay for all chemicals supplied to or used in connection with the water purification plant and the pools and spa at the demised premises.
- 7.1.3 Supply free of charge to the Lessee all water used in the demised premises.
- 7.1.4 Pay the telephone rental on the telephone connection to the premises.
- 7.1.5 Pay the cost of Damage Insurance over the Demise Premise.
- 7.1.6 Supply cleaning equipment, cleaning consumables and toilet paper.

7.2 Plant, Equipment and Buildings

The Council will:

- 7.2.1. Provide for the use of the Lessee a suitable suction cleaning apparatus and hoses for the cleaning of the floor of the swimming pools and all necessary hoses to enable the Lessee to carry out all required maintenance of the premises.
- 7.2.2. Guarantee it will not establish or lease in the premises any other building in which a similar business to that carried on in the kiosk could be conducted. This Clause also extends to prevent any organisation, using the pool facilities, from selling any items of food or beverages that are available from the said kiosk.
- 7.2.3. Maintain in reasonable order and condition all buildings and plant on the demised premises.
- 7.2.4. Provide an adequate number of rubbish receptacles for use at the demised premises.
- 7.2.5. Undertake any emergency maintenance/replacement of equipment and/or plant as may be required from time to time.

7.3 Breach

- 7.3.1. Subject to the next succeeding Clause the Council may give notice to the Lessee to remedy any breach of this lease and such notice shall not be deemed to be a waiver of such breach unless the breach is remedied within the time stated in such notice.
- 7.3.2. In the event of the Lessee failing to observe, perform, fulfill or keep any of the covenants, agreement, conditions, restrictions or provisos on the lessee's part herein contained and of which the Lessee shall have been given notice the Council may at its option and without prejudice to any rights, remedies and powers which it may have, perform or cause to be performed such covenants, agreements, conditions, restrictions or provisos and all costs, charges and expenses of so doing shall be recoverable by the Council from the Lessee and be payable by the Lessee to the Council upon demand.
- 7.3.3. The Council reserves the right to cancel the lease at any time if in the opinion of the Council the Lessee is not conducting the management of the pools and spa or of the kiosk or both in a courteous, responsible or satisfactory manner.

7.4 General Provisions

- 7.4.1. The Lessee observing and performing the several conditions and stipulations herein on his/her part contained shall peacefully hold and enjoy the premises during the said term without the interruption by the Lessor or any person rightfully claiming under or in trust for it.
- 7.4.2. If, for any reason, the Lessee is unable to continue to act in that capacity, a period of notice, of at least 30 days must be given to the Council.
- 7.4.3. Such notice must be in writing.
- 7.4.4. If a period of notice shorter than 30 days is given, the Lessee will be responsible for the cost to the Council of manning the pool for the time that 30 days exceeds the period of notice given.
- 7.4.5. The Aquatic Centre Lessee shall be SUBJECT TO the directions of an authorised person.

PART 8: SIGNATORIES

8.1 Agreement for lease made this **Day/Date Year** BETWEEN the **BLACKALL-TAMBO REGIONAL COUNCIL**, a duly constituted Local Government having its Office at 6 Coronation Drive, Blackall in the State of Queensland ("The Council") of the one part and **LESSEE NAME** ("The Lessee") mutually agree to the contents of this Agreement:

Signed this day _____ of _____ 2025 for and on behalf of the Blackall-Tambo Regional Council:

CHIEF EXECUTIVE OFFICER

In the presence of:

WITNESS (Signature)

WITNESS (Print Name)

LESSEE –
(Signature)

LESSEE – (Print Name)

In the presence of:

WITNESS (Signature)

WITNESS (Print Name)

Schedule 1

<u>Remuneration Package</u>	
Payment of remuneration package per annum paid in weekly installments (including GST)	\$XXXXXX

Schedule 2

Kiosk Inventory

Quantity	Item Description



Blackall-Tambo

Regional Council

Blackall-Tambo Regional Council is seeking tenders for the leasing and managing the operation of the Blackall Aquatic Centre for a duration of four years.

The following is a summary of the scope of the duties and responsibilities associated with the request for tender. A more detailed version of the scope is outlined in the draft contract which can be obtained by contacting the Director of Organisational Performance, Alison Lamb on 07 4621 6600 or emailing Alison.Lamb@btrc.qld.gov.au

The Facility

The Blackall-Tambo Regional Council Swimming Pool is situated at Salvia Street, Blackall comprising a 50m pool, wading pools and spa and certain land, amenities buildings, and Kiosk (hereinafter called "The Aquatic Centre").

Qualifications

The Lessee will be required to have completed the certificates below confirming relevant competency. The Lessee may enter an arrangement satisfactory with Council for the attainment of such certificates or qualifications.

Mandatory

- (i) Pool Lifeguard Certificate or a Bronze Medallion
- (ii) First Aid Certificate
- (iii) Current CPR Certificate
- (iv) Positive Notice Blue Card for Child Related Employment.

Optional

- (i) Austswim Teacher of Swimming & Water Safety
- (ii) Royal Life Saving – Instructors Certificate
- (iii) ASCTA Coaching Accreditation.
- (iv) Swimming Pool Plant Operator's Certificate.

Term of Agreement

The term will commence on the 1 April 2025 and cease on the 31 March 2029.

Subletting

The Blackall-Tambo Regional Council is the owner of the facilities and accordingly the Lessee may not assign, underlet, mortgage, charge, or part with the possession of the Aquatic Centre.

Financial Requirements

The Lessee will possess an Australian Business Number (ABN) and furnish the Council with this number upon being appointed as Lessee.

Admission Fees

Admission fees will be determined by Council annually with the budget.

- 4.5.2 The Lessee shall be entitled to receive and retain all admission charges with the exception of Swimming Club Nights and for Carnivals.

Hire Charges

The Lessee is entitled to charge and retain the private hire fee set by Council for groups and/or individuals to hire the Aquatic Centre for events/functions.

Kiosk

The Lessee is entitled to run a Refreshment Kiosk and Snack Bar and retain all profits from the purchase and sale of goods and is to keep the Kiosk open for business when the pool is open during normal operating hours. The Kiosk is to be maintained to the standard required by "The Food Legislation" and shall comply with the requirements of FSANZ 3.2.2 and the *Food Act 2006*.

The Kiosk is not designed to operate as a commercial kitchen.

Public Use

The Lessee is to allow all members of the public to enter the Aquatic Centre and use the pool and other facilities intended for use by members of the public, upon payment of the prescribed admission fee.

Allow members of all Swimming Clubs and other bodies approved by Council to use the pool and other facilities upon payment of prescribed admission fees by the hiring club or bodies.

Public Opening Times

Winter Season

(1st May – 30th September)

9:00am – 5:00pm	Monday – Friday
10:00am – 5:00pm	Saturday – Sunday

Summer Season

(1st October – 30th April)

6:00am – 9:30am	Monday – Friday
2:00pm – 6:00pm	Thursday
4:00pm – 8:00pm	Monday, Tuesday, Wednesday & Friday
10:00am – 6:00pm	Saturday – Sunday

Any changes to the hours which the Aquatic Centre is to be open shall be mutually agreed between the Lessor and the Lessee.

Use

The Lessee will make the pool available from time to time to the exclusion of the public for Club swims, training, or carnivals.

The pool is to be closed to the public on Thursday evenings from 6.00 pm and give free admission to the Blackall Amateur Swimming Association (BASA) for training members and Club night activities.

Swimming training is to occur every day by blocking off several lanes between the hours of 6.00am to 7.30am, 6.00pm to 7.30pm Monday to Sunday.

Swimming Coaching

The Lessee can provide swimming coaching/training.

Supervision

The Lessee is required to personally conduct and supervise the Aquatic Centre, the swimming pools and dressing accommodation.

The person or persons left in control of the Aquatic Centre are to be suitably skilled in the day to day running of the plant and swimming pool operations.

Insurance

The Lessee must have a public liability insurance policy for \$20,000,000 with an insurer authorised under the *Insurance Act 1973* and to the satisfaction of Council, naming the Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury.

If the Lessee should engage employees the Lessee will keep current, their own Workers Compensation Insurance Policy.

Cleaning/Pool Maintenance Program

The Lessee is to keep the whole of the Aquatic Centre in a clean condition and free from any accumulation or deposit contrary to any statute regulation or Local Law in force in the Blackall-Tambo regional area.

Plant Maintenance/Operation

The Lessee shall operate the purification plant continuously throughout the period that the swimming pools are open to public use and to the satisfaction and requirements of the Council.

The Lessee is to comply with the provisions of the Work Health and Safety Act and Regulations.

The Lessee shall maintain the refrigeration plant and machinery plant and equipment belonging to or used in connection with the Aquatic Centre.

Buildings/Grounds

Council will keep the lawns and gardens trimmed around the facility, including the carpark and carpark garden beds.

Water Quality

The Lessee shall carry out such procedure as is necessary for the chlorination and purification of the water to be used in the swimming pool and spa as and when required by the Council and to its satisfaction.

Record Keeping/Reporting/Accounts

The Lessee shall maintain a daily record of all chemicals used in conjunction with the purification of the water in the swimming pools.

The Lessee shall maintain a record of the number of persons (showing separate daily totals for adults and children under the age of 16 years) entering the swimming pool and spa.

Undertake a workplace health and safety induction with Council's Systems Coordinator before commencing duties.

Notify the Council by telephone or otherwise by the quickest medium of any accident or misadventure occurring on or at the facility.

The Council will pay for electric energy and light consumed on the Aquatic Centre, all chemicals, all water, and the cost of damage insurance.

Plant, Equipment and Buildings

The Council provides the Lessee a suitable suction cleaning apparatus and hoses for the cleaning of the floor of the swimming pools and all necessary hoses to enable the Lessee to carry out all required maintenance of the premises.