

Agreement to participate in the Pools iN SchoolZ programme

Date

Parties

Adam Brown Water Safety Trust, (We, us, our); and

The Board of Trustees of the school named in the Schedule (You, your)

Introduction

1. We operate the Pools iN SchoolZ programme, lending portable swimming pools to schools free of charge to support water safety education.
2. We work with schools that are committed to providing a high standard of water safety education. We don't dictate how this is done, and instead rely on the expertise of schools and teachers. We can recommend providers of water safety resources.
3. We encourage schools to use the pool for other water activities and sports, for example, kayaking lessons. However, this must not be to the detriment of teaching pupils about water safety and how to swim, nor result in the operating capacity of the pool being exceeded.
4. As a community organisation run by volunteers, we expect that you will work with us to improve our programme, including developing teaching materials, working with other schools, and assisting with fundraising activities.

Agreement

5. We:
 - a. Will provide a portable swimming pool and associated plant and equipment as described in the Schedule (the Pool), free of charge for the periods specified in the Schedule.
 - b. Will ensure that the Pool when installed at the start of each period is in good working condition and complies with applicable regulatory and safety standards.
 - c. May modify the Pool from time to time.
 - d. Will supply written instructions for the operation and maintenance of the pool, which emphasise safety, and which we may amend from time to time (the Manual).
 - e. Will repair the Pool at our cost, except if, in our opinion, the need to repair is due to you:
 - i. Failing to operate and maintain the Pool in accordance with the Manual; or
 - ii. Damaging or allowing the Pool to be damaged either deliberately or through carelessness.
 - f. Will comply with your reasonable requirements for access to your school.
 - g. Will make available without charge our library of teaching materials that utilise the pool, for example, graphing the results of the water quality tests.
 - h. Will nominate a person or persons to act as your point of contact from time to time.
 - i. Will allow you to use our group buying arrangements for consumables such as chemicals.
 - j. May remove the Pool from your school and refuse to provide the Pool for any remaining periods if, in our opinion, you:
 - i. Fail to use the Pool to provide a high standard of water safety education; or
 - ii. Fail to operate the Pool in accordance with the Manual; or
 - iii. Operate the Pool in an unsafe manner; or
 - iv. Damage or allow the Pool to be damaged either deliberately or through carelessness; or
 - v. Fail at any time to insure the Pool as specified in this agreement.

Pools iN SchoolZ

6. You:
- a. Will provide a suitable site, to be approved by us, where the Pool can be installed.
 - b. Will provide and maintain in good condition an electrical supply as specified in the Schedule.
 - c. Will allow us, our representatives, contractors and guests to access the Pool and the location of the electrical supply, at the times specified in the Schedule.
 - d. Will arrange for at least 6 volunteers, including one person you nominate as a coordinator, to assist each time the Pool is erected or dismantled at your school.
 - e. Will supply the water, chemicals and electricity required to operate the Pool.
 - f. Will operate and maintain the Pool according to the Manual, and in particular, ensure that all safety and other regulatory standards are complied with, including but not confined to those specified in the Ministry of Education's *Health and Safety Code of Practice for Schools* and sections 7.17.3 – 7.17.5 of the Ministry of Education's *Property Management Handbook* both of which can be found on its website at www.minedu.govt.nz.
 - g. Will not use the Pool if it doesn't comply with the operational or safety standards.
 - h. If your School is not insured under the Ministry of Education School Risk Management Scheme (Contents and Liability), will insure the Pool while at your School against damage or loss on a replacement basis for the sum specified in the Schedule.
 - i. Irrevocably assign to us the benefit of any insurance claim relating to the Pool and will pay any excess or deductible amount.
 - j. Will develop at least one new teaching resource related to the Pool each period, to be shared at no cost with the other schools in our programme.
 - k. Will cooperate with other schools in our programme, particularly those close to you.
 - l. Will promptly notify us of any damage to the Pool or any need for repair, using the procedure specified in the Manual.
 - m. At the end of each period, will complete an on-line survey on our website.
 - n. If you have a school website, will include an acknowledgement of PoolsiNSchoolZ and a link to our website.
 - o. Will use reasonable endeavours to assist us with fundraising but without having any obligation to provide or raise any funds for the PoolsiNSchoolZ programme.

Signed on behalf of us by: _____

Name:	_____	_____
Position:	Trustee	Trustee
Date:	/ / 2011	/ / 2011

Signed on behalf of you by: _____

Name:	_____	_____
Position:	Trustee	Trustee
Date:	/ / 2011	/ / 2011

Schedule

The School

Name:
 Address:
 Contact(s):
 Email Address:
 Phone:
 Phone (after hours):

Our contact(s)

Name:	David Brown	Ian Calhaem
Email Address:	david@poolsinschoolz.com	ian@poolsinschoolz.com
Phone:	09 5292318 or 021 594715	09 5790515 or 021 936785

The Pool (Paragraph 5a)

- Pool frame, liner, manifold, underlay, cover and 2 flexible hoses to connect the manifold to the filtration system on the trailer. The pool when erected is 9.5m long, 5.2m wide and 1.2m deep, with a water depth of 1m.
- Double marquee (16.7m long by 6m wide by 3m high)
- 1.8m high safety fence and gate for each end of the marquee, including safety signage.
- Tandem axle trailer, with water pump, double filter, chlorine dispenser, heat pump, piping, electrical panel, and video security camera.
- Cable (up to 30m) to connect your electrical supply to the electrical panel on the trailer.
- Access platform and steps for one end of the pool.
- Swim aids (30 buoyancy vests branded PoolsiNSchoolZ, 10 kickboards and 10 noodles).
- Water testing kit.
- First aid kit.
- Erection and dismantling manual (1 copy)
- Operations and maintenance manual (1 copy)
- Aluminium stepladder

The periods (Paragraph 5a)

Period	Year	School Term	Full/Part term	If part term, number of weeks
1	2011			
2	2012			
3	2013			

Electrical supply (Paragraph 6b)

30 amp single phase, fitted with a residual current device.

Access times (Paragraph 6c)

Between 8am and 5pm on school days, without advance notice. At all other times, by us giving you at least 24 hours notice.

Insurance (Paragraph 6h)

Insured under the Ministry of Education School Risk Management Scheme (Contents and Liability)?

Yes No If no, insured by:

Minimum cover: \$50,000 (Evidence of cover attached).