Picnic Week– Terms and Conditions 2026

Conditions of Hire Permit

Background

A. Council has received an application from the Applicant seeking the grant of a permit to use Waterworld for the Activity.

B. Council has agreed to grant a permit to the Applicant in accordance with the terms and conditions set out below, including Annexure A – General Conditions & Annexure B – Specific Site Conditions of Entry.

Terms and conditions

1. Definitions and interpretation

1.1. *Definitions*

The following conditions apply unless the context requires otherwise:

1.1.1. **Applicant** means the person applying and, according to context, may include the employees, agents or invitees of the applicant.

1.1.2. **Application** means the application made by the applicant for the granting of this permit.

1.1.3. **Activity** means the specific activity approved by this permit.

1.1.4. **Council** means the City of Tea Tree Gully, ABN 694 885 629 69 of 571 Montague Road, Modbury, SA 5092 and includes its members, employees, agents and authorised representatives.

1.1.5. **Legislation** includes any relevant statute or Act of Parliament (whether state or federal) and any legislation or by-law, including by-laws issued by any local government body or authority.

1.1.6. **Permit** means this permit granted by Council to the applicant for the specified activity.

1.1.7. **Statutory requirements** mean all relevant and applicable legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such legislation.

1.1.8. **Structure** means any structure, fixture, fitting or property erected and/or installed in or on Waterworld by the Applicant, including any of a temporary nature.

1.1.9. **Times of Use** means the period of hire.

1.1.10. **Waterworld** means Waterworld Aquatic Centre, Golden Grove Road, Ridgehaven SA 5097.

1.2. *Interpretation*

1.2.1. Words denoting the singular also denote the plural and words denoting one gender also denote the opposite gender.

1.2.2. Any reference to a person shall be deemed to also refer to a corporate body and vice versa.

1.2.3. All moneys payable by the applicant to Council relating to this permit shall be recoverable as a debt.

1.2.4. Headings are for convenience of reference only and shall not affect the structure or interpretation of this permit.

2. Grant of permit

Subject to payment of the permit fee, Council authorises the Applicant to use Waterworld for the Activity during the Times of Use.

3. Applicant's covenants

The Applicant expressly agrees to comply with the terms and conditions of this Permit as follows:

3.1. *Fee*

The Applicant must pay the permit fee to Council as outlined in the Fees and Charges Register found at https://www.teatreegully.sa.gov.au/council/council-documents/registers. The parties acknowledge that except as otherwise provided in this Permit the permit fee is inclusive of all utilities enjoyed by the Applicant during the Times of Use. The fees and charges are to be met by the Applicant (as per 1.1).

3.1.1 Cancellation of a Permit

Upon payment of a deposit, we will charge the Applicant no less than 80% of the estimated attendance numbers. Should the Applicant choose to proceed with a cancellation of hire, any fees/ charges incurred are non transferable or refundable.

Please be aware that there is a maximum number allowed to attend each day during picnic week. A booking cannot be secured without payment of a deposit, and any tentative booking may be cancelled to allow other schools to access that date.

3.1.2 Transfer of bookings to alternate dates

For special circumstances, some bookings may be allowed to transfer to alternate picnic week dates if:

- There is room to do so (total bookings for that date does not exceed 1500 students),
- Waterworld can provide adequate staff coverage,
- The original estimated attendance figures are as originally indicated.

Should you request a transfer of dates, a formal letter from the school, addressed to the Facility Manager – Waterworld, is required outlining the special circumstances. Although we will do our best to accommodate any such request, Waterworld is not obliged to fulfil any such request.

3.1.3 Non-payment of outstanding debt may result in Council sending the account to an external debt collection company to recover the fees and associated costs. Failure to pay the invoice may result in the Applicant being unable to hire Council facilities in the future. Please contact finance to arrange a payment plan if payment cannot be made by the due date.

3.2. *Permits, certificates, licences, authorisations*

The Applicant must provide to Council prior to using Waterworld or commencing the Activity a copy of all permits, certificates and any other authorisations which may be required by Council or other governmental, civic or municipal authority – including but not limited to an Australian Prudential Regulatory Authority licence for the broadcast of music.

3.3. *Indemnity and release*

3.3.1. The Applicant agrees to indemnify and keep indemnified Council from all actions, costs, claims, damages, charges, demands and expenses whatsoever which may be brought or made or claimed against them arising out of or in connection with the Applicant's use of Waterworld.

3.3.2. The Applicant acknowledges that it uses Waterworld at its risk and releases Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in, on, over or in the vicinity of Waterworld except to the extent that they are caused by Council's negligence or default.

3.3.3. The indemnity and release provided by the Applicant under this clause are independent from the Applicant's other obligations and continue after this Permit ends.

3.4. *Compliance with statutory requirements*
The Applicant must at their own expense comply with any statutory requirements relating to the Activity and the use of Waterworld, including but not limited to the installation and use of any structure (e.g. electrical testing and tagging).

3.5. *Authorised use*

3.5.1. The Applicant must not undertake any activity or allow Waterworld to be used other than in accordance with this Permit, including but not limited to permitting any unlawful activity to take place in or around Waterworld.

3.5.2. The Applicant acknowledges that the following items are not permitted in or around Waterworld at any time without Council's prior written consent:

3.5.2.1. Vehicles,

3.5.2.2. Jumping castles,

3.5.2.3. Fireworks,

3.5.2.4. Smoke machines.

3.5.3. The Applicant must not install or erect any structure without Council's prior written consent.

3.5.4. The Applicant must not affix any signs on or to Waterworld without Council's prior written consent.

3.6. *Supervision and Student Responsibility*

3.6.1. The Applicant must ensure that appropriate supervision arrangements are maintained at all times, including maintaining adequate teacher-to-student ratios in accordance with applicable guidelines or as reasonably required to ensure the safety of all attendees.

3.6.2. The Applicant acknowledges and agrees that Council staff, including lifeguards, are present for the purposes of safety monitoring and emergency response only and do not provide supervision of students.

3.7. *Maintain condition of Waterworld*

3.7.1. During the Times of Use the Applicant must, at their own expense, keep Waterworld in a good, safe and clean condition to Council's satisfaction and comply with all reasonable requests of the Council in relation to care of Waterworld.

3.7.2. If the Applicant does not maintain Waterworld in accordance with their obligations under clause 3.8.1, Council may carry out required maintenance and will be entitled to recover any costs incurred from the Applicant.

3.8. *Damage*

3.8.1. The Applicant must, when:

3.8.1.1. undertaking the Activity; and

3.8.1.2. using Waterworld,

take all reasonable precautions to avoid damage to Waterworld and any land or buildings in the immediate vicinity of Waterworld and must notify Council of any damage or potential hazards within a reasonable time of becoming aware of them.

3.8.2. If the Applicant does cause any damage to Waterworld or any of Council's property as a result of the Activity or the Applicant's use or misuse of Waterworld, the Council will undertake rectification and repairs and any costs incurred must be reimbursed by the Applicant upon request. The Applicant may forfeit all or part of any security bond paid.

3.9. *Fire precautions*
The Applicant must comply with all requirements and directives of Council with regard to fire safety systems and procedures, including fire evacuation drills and other procedures.

3.10. *Whole Agreement*
The parties acknowledge and agree that Annexure A (General Conditions) and Annexure B (Specific Site Conditions of Entry), form part of and are incorporated into this Permit.

4. Mutual covenants

4.1. *Permit not transferable*
This Permit is not transferable.

4.2. *Execution of permit*
This Permit is not effective and Waterworld must not be used until the Applicant has received a copy of this Permit signed by a council officer.

4.3. *Warranty*
The Applicant agrees that they have inspected Waterworld and it is fit and safe for the Activity proposed.

4.4. *Contractual rights only*
This Permit does not confer on the Applicant any exclusive right, entitlement or proprietorial interest in Waterworld.

4.5. *Termination of permit*
This Permit will immediately terminate on either:

4.5.1. the expiration of the Times of Use

4.5.2. the termination of the Permit by Council in circumstances specified in these terms and conditions

4.6. *Breach*
If the Applicant breaches a provision of this Permit and fails to remedy the breach within a reasonable time of being directed by Council to do so, then this Permit will be terminated, effective immediately upon provision of notice by the Council.

4.7. *GST*

4.7.1. For the purposes of this clause 4.7:

4.7.1.1. **The Act** means A New Tax System (Goods and Services Tax) Act 1999

4.7.1.2. **GST** has the same meaning as the term in Section 195-1 of the Act

4.7.1.3. **Supply** means a taxable supply and has the same meaning as that term in the Act

4.7.1.4. **Tax invoice** has the same meaning as that term in Section 195-1 of the Act.

4.7.2. All monies payable by the Applicant to Council pursuant to this Permit include GST. The hire fee is GST-inclusive. The security bond is GST-exclusive.

4.8. *Costs*
The Applicant is responsible for all costs incurred by Council as a consequence of any actual or threatened breach of this Permit by the Applicant.

4.9. *Special conditions*
The parties agree that the Special Conditions included in Annexure A shall apply to this Permit and in the event of any inconsistency between the Special Conditions and these conditions, the Special Conditions shall prevail

Annexure A

General Conditions

1. The permit holder shall at all times be and remain solely responsible for the behaviour and safety of all persons (whether such persons are participants, competitors, officials or spectators) attending Waterworld during the Times of Use.

   The permit holder shall ensure that all persons attending Waterworld conduct themselves in an orderly manner at all times during the Times of Use. Any person not so behaving may be requested to leave the premises.

   The permit holder shall leave Waterworld, including change rooms, in a clean and tidy condition and shall ensure that all equipment used is returned to the appropriate places as directed by council staff. Failure to ensure that Waterworld is left in a clean and tidy condition (including return of equipment) will result in the permit holder being charged a cleaning fee as determined by Council staff.

2. Operating times

   The normal operating times of Waterworld are determined by Council and will be within the following time spans:

   Monday to Friday, 6am–7:30pm

   Saturday, 7am–6pm

   Sunday, 9am–6pm

   Picnic Weeks, Tuesday 1 – Friday 4 December & Monday 7 – Friday 11 December 2026, 9am-3pm.

   All permits issued will specify the Times of Use of Waterworld.

   Any use of Waterworld outside of the approved Times of Use will require a separate application/approval from Council.

3. Noise

   All care must be taken by permit holders to ensure that users of Waterworld keep noise levels to a minimum during the Times of Use and also when arriving at or leaving Waterworld. That is, noise is to be kept within the level specified under the Environment Protection (Industrial Noise) Policy 1994 of the *Environment Protection Act 1993*. Where considered necessary, the Council may arrange for the installation of a circuit breaker, which operates when noise (e.g. from amplified music) exceeds a pre-determined decibel level.

4. Vehicles

   Permit holders will park their vehicles in the areas on or adjacent to Waterworld specifically designated as car parks. Under local government by-laws, it is an offence for any vehicle to be driven or ridden in upon or over any part of Waterworld other than on a carriageway without the permission of Council, nor shall any person permit any vehicle to remain stationary upon any portion of Waterworld without the permission of Council. A motor vehicle must not be parked in a disabled person's parking space unless a disabled person's parking permit is clearly displayed in the vehicle.

5. Grassed areas (sports fields/reserves/open space)

   Line marking is not to be carried out in a manner that causes the killing or burning off of any turf.

6. Discrimination

   Permit holders should note that, under the *Equal Opportunity Act 1983 (SA)*, it is illegal to discriminate against persons on the grounds of sex, sexuality, marital status, pregnancy, race, physical or intellectual impairment or age. Under the *Disability Discrimination Act 1992*, it is illegal to discriminate not only against people on the basis that they may have a disability, but also to discriminate against a person on the basis that one of their associates (e.g. a relative or carer) has, or may have, a disability.

   The permit holder shall ensure that persons engaged in offensive or disruptive behaviour will be removed by the permit holder from Waterworld at the request of Council staff.

7. Record keeping

   The permit holder shall keep written records to the satisfaction of Council concerning any incident relating to third party property damage or loss, third party personal injury or any notifiable incident that occurs during the Times of Use and that is related to the use of Waterworld for the Activity. These records must be forwarded to Council as soon as possible after the incident occurs, and in any event within 24 hours (or such shorter period as reasonably required by Council). The Applicant agrees to comply with all reasonable requests and directions issued by Council staff and provides all information and details reasonably required by Council.

   The permit holder acknowledges that compliance with this clause 7 is mandatory to enable Council to meet its Statutory requirements, including Work Health & Safety legislation.

   notifiable incident has the same meaning as in the *Work Health and Safety Act 2012 (SA)*.

8. Irrigation Systems

   Due to the use of irrigation systems on many grassed areas, where the permit holder is planning any activity that is likely to cause damage to an irrigation system (e.g. erecting structures such as tents or marquees) Council must be contacted prior to the activity taking place. A Council representative will then mark the ground with paint the day before the booking / activity to identify the location of pipes. The permit holder will be responsible for the cost of any repairs.

9. Use of Chemicals

   Toxic or dangerous substances or chemicals must not be brought on to Council premises at any time. Council recommends that environmentally friendly cleaning products are used when cleaning Waterworld at the completion of the Times of Use.

10. Children's and Young People (Safety) Act 2017

    Under section 8C (1) of the *Children and Young People (Safety) Act 2017* (**Act**) Council is required to have policies and procedures in place to ensure that child-safe environments are established and maintained, and that suspected abuse or neglect is reported.

    Section 8B of the Act requires that a criminal history screening be carried out for people occupying or acting in a prescribed position.

    The Act sets out offences relating to abuse or neglect of children (Section 8(1)) and mandatory reporting obligations for those who suspect that a child is being abused or neglected (Section 11).

    Permit holders must comply at all times with Council's policies. A copy of Council's Safe Environment Policy is available at www.teatreegully.sa.gov.au or from the Council Chambers at 571 Montague Road, Modbury.

11. First Aid

    First aid is a joint responsibility of both Council and the permit holders.

    The permit holder agrees to fully cooperate with Council staff at all times during the Times of Use and to comply with all reasonable requests and directions issued by Council staff in respect of this Permit.

    The permit holder agrees to ensure that any third party first aid or medical provider engaged on behalf of the permit holder, complies with all reasonable requests and directions issued by Council staff and provides all information reasonably required by Council.

12. Access to the centre during Picnic Weeks 2026

During Picnic Weeks, Waterworld is closed off to all public. Only official students, teachers, carers and volunteers can enter Waterworld.

Attending schools must provide detailed official lists of those who are allowed to attend as part of the school group. Schools must know and be responsible for all official attendees at all times. At anytime teachers, carers and volunteers may be asked by Council staff for proof of I.D. Those failing to comply may be asked to leave Waterworld.

No children under the age of 5 will be permitted in Waterworld during Picnic Weeks

Waterworld has adopted this practice because it has the best interest and safety of schools – please help us to make the environment safe.

IMPORTANT: Those not on the official lists will not be able to access Waterworld at any time. Please ensure that parents are made aware of this practice.

13. 2026 Pricing (includes GST)

Fees	
Student entry	$12.00
Student spectator	Free
Teachers/ aides/ carers	Free
School approved volunteers	Free

Annexure B

Specific Site Conditions of Entry

Closing times

Indicate the actual time that patrons must have exited the centre. Patrons will be given a 30 minute warning to ensure that they have exited the centre/slides by the close time.

Hot weather

In the advent of hot weather, there are no cancellations. Both the permit holder and Council will remain committed to the terms and conditions within this agreement, including payment and responsibilities.

Cold weather

In the advent of cold weather, there are no cancellations. Both the permit holder and Council will remain committed to the terms and conditions within this agreement, including payment and responsibilities.

Lighting and extreme weather

In the case of extreme weather including lighting/ thunder, to meet our legal safe operating requirements - Waterworld will close the wet areas for a minimum of 30 minutes. Staff will clear our wet areas and also inform patrons when it is safe to return to the water. Please, view the Bureau of Meteorology website for up to date information.

Age conditions and appropriate water usage

Water safety is very important. Waterworld is a '**Watch around Water**' endorsed centre –the following rules apply:

Children under 5 years:

- **Are not allowed on the premises during picnic week**

Children under 10 years:

- MUST be constantly supervised by an appropriate adult at all times while in the centre
- MUST be within clear view while in the water with no physical or structural barriers between an appropriate adult and the child

Children 13 years and under:

- MUST be accompanied by an appropriate adult at all times while in the centre

Swimming ability – minimum standards

- No floatation devices are allowed at the deep end of the main pool
- People of any age who have limited swimming ability and are using a floatation device must be accompanied in the water by a responsible person at all times
- People with limited swimming ability who are not using a floatation device must stay where they can comfortably stand

General pool rules

- Glass, alcohol, smoking and vaping are strictly prohibited
    - Please make sure that your baby food, dips, sauce or oil bottles are in plastic containers
- No running on the concourse
- Children with floaties not permitted in the deep end of the main pool
- No flips, bombs, suey's or suicide dives allowed
- Skylarking likely to cause injury is not permitted
- Rough and dangerous behaviours will not be tolerated
- Eating and drinking in the water or on the edge is not permitted
- Sitting on the lane ropes or pool covers is not permitted
- Children 5 years and older are not permitted in the toddler's pool
- No portable barbecues
- No electrical equipment is allowed to be plugged in unless authorised by management
- Tent pegs not permitted due to underground irrigation
- Appropriate swimwear must be worn
- Private coaching is prohibited
- Patrons must listen to Waterworld staff instructions at all times
- Management reserves the right to refuse entry and remove patrons
- Inappropriate behaviours will result in patron being asked to leave
- If in doubt, ask a lifeguard
- Play safe, have fun and enjoy the centre
- Animals not allowed - assistance dogs excepted

General pool rules (continued)

- Waterworld accepts no liability for lost, stolen or damaged property
- Waterworld does not accept or store personal food and beverages for patrons
- Waterworld will not be held responsible for patrons or children exiting the facility. It is up to each individual or parent/guardian to ensure that they and their children are appropriately supervised upon exit

General behaviour

We are proud to be a family orientated centre. We will do everything to preserve an environment that is safe and free from bad behaviour or intolerance.

- Abusive and foul language will not be tolerated
- Strictly no alcohol or drugs. People under the influence of drugs or alcohol will be asked to leave the centre

Main pool etiquette

- Patrons to swim in a clockwise direction when lap swimming
- Recreational swimmers are not permitted in lap lanes
- Where possible ensure patrons swim in the appropriate speed lanes

Slides

- Children must be a minimum of 1 metre in height and 5 years or older to ride the slide
- Only one rider at a time on the slides – no tandem rides
- Riders must wait in line until instructed by an attendant to proceed to the slides
- Riders are to commence the ride only when the traffic light system is green
- Riders must ride feet first and, on their backs, or seated
- Patrons must never stop themselves or climb back up the slides
- Patrons are to leave the run out area immediately after stopping from their ride
- No jewellery, watches, locker keys or clothing studs are allowed on the slides

Queuing for waterslides

- During busy times the queues may have a longer than normal wait time. Please line up and be patient.

Swimwear

It is important to wear appropriate swimwear for many reasons, these include:

Safety:

T-shirts and street clothing can become heavy when they fill with water. This can restrict movement and drag you under water.

Water quality:

Denim material shrinks in water and can lose some of its dye in chlorinated water affecting water quality.

Acceptable swimwear

- Racing bathers
- Synthetic swimming clothing including tights, costumes or full body suits made from nylon, lycra or polyester

Unacceptable attire

Street shorts, denim, underwear, belts and cotton t-shirts are considered inappropriate attire and are not to be worn in the pool or slides. This is due to the reaction the clothing has with pool chemicals. Clothing due to religious beliefs is accepted.