**Additional information required for Swimming Pool Leases**

**The Premises**

The Premises will be shown in a site plan added as an annexure. Please provide a site plan showing:

* common areas
* access
* parking (if appropriate)

Definition of Common Areas:

*Common Areas means those parts of the School the use of which is necessary for the enjoyment of the Premises and which is shared with other tenants and occupiers, and includes rights of access to the Premises.*

Premises will be described in the First Schedule as follows.

|  |  |
| --- | --- |
| **PREMISES:** | The swimming pool and associated facilities, shown outlined in red on the plan in the First Annexure, together with the right to use the Common Areas, shown outlined in yellow on the plan in the First Annexure. |

**Hours of Use**

Please provide clear hours of use: Example below.

*After School Hours* means between 5:30am to 8:00am and 4:00pm to 10:00pm Monday to Friday during School terms and 5:30am to 10:00pm at all other times including Saturday and Sunday.

*School Hours* mean Monday to Friday between 8:00am and 4:00pm during the School terms.

1. **Operational Costs**

*Please indicate who will be responsible for each of these costs. This can be provided by adding the name of the responsible party after each item.*

*Operational Costs* include: e.g. Board / 3rd party

1. pool chemicals;
2. water charges;
3. heating charges including electricity and/or gas;
4. water testing charges;
5. maintaining pool hygiene;
6. maintaining and servicing the filtration plant;
7. painting pool and surrounds;
8. repairing pool cover (if any);
9. repairing fences;
10. rubbish collection; and
11. provisioning and maintaining any toilets and ancillary buildings.

**Annexure Two: Secretary’s Fixtures And Fittings**

(Defined in the Lease as follows)

Secretary’s Fixtures and Fittings means all improvements on the Premises at the Commencement Date of any kind whatsoever including the swimming pool, any building covering the swimming pool, any ancillary buildings including changing rooms and toilets, any mechanical services, plant, machinery, equipment and any improvements or alterations to any of the above undertaken by the Secretary, the Landlord or the Tenant which occur after the Commencement Date.

(Amend as required)

Pool and Concourse Area

Concourse

Concourse Drainage

Poolside Circulation Pipes

Pool Fence and Access Gates

Pool System and Plant Room

Balance Tank

Facility Mains Water Supply

Pool Sparge Line

Filtration System

Backwash Waste Water System

Dosing System

Poolside Building

Building

Changing Facilities

Pool Heating

Pool Cover

Pool Heating (Solar, Gas Boiler or Electric Heat Pump)

**Annexure Three: Tenant’s Fixtures And Fittings**

(Defined in the Lease as follows)

Tenant’s Fixtures and Fittings means all improvements temporarily affixed to the Premises by the Tenant for the purposes of the Business, but does not include any improvements made to the Secretary’s Fixtures and Fittings. For the avoidance of doubt, Tenant’s Fixtures and Fittings must be separable from the Secretary’s Fixtures and Fittings and able to be removed from the Premises at any time. If any fixtures and fittings cannot be practically removed from the Premises the presumption is that they are the Secretary’s Fixtures and Fittings and consequently owned by the Secretary.

Please list in detail below:

**Annexure Four: Premises Condition Report**

Provide if required or has been completed by either party. Photographs are a useful way of recording current condition.

**Annexure Five: Services Agreement**

|  |  |  |
| --- | --- | --- |
| **SERVICES AGREEMENT** | | |
| **Between:** | [INSERT] (Supplier) | |
| **And:** | [Board of Trustees of [INSERT]] (Client) | |
| Collectively referred to as the “Parties” and individually as a “Party” | | |
| **KEY DETAILS** | | |
| **START DATE** | [insert date] or Commencement Date of the Lease | |
| **END DATE** | [insert date] or Expiry Date of the Lease | |
| **SERVICES** | Swimming School Lessons | |
| **SCOPE AND NATURE OF SERVICES** | 1. Swimming school lessons to be undertaken during School Hours. 2. [number of lessons] swimming school lessons annually per child enrolled at the School. 3. Lessons to be delivered in groups of a maximum of [number of students] students per lesson. 4. Lessons to be [duration of each lesson]. 5. Swimming school instructors must hold a current First Aid Certificate and one of the following qualifications:  * AUSTSWIM Teacher Licence; * Swimming NZ Swim Teacher Award; * National Certificate in Recreation and Sport – Aquatics. | |
| **FEES:** | [insert agreed charges for services] | |
| **INVOICE DATES:** | [insert when invoices will be paid – default is monthly] | |
| The Supplier agrees to provide, and the Client agrees to buy, the Services on the terms of the Agreement. The Agreement comprises the Services Agreement, the Key Details and General Terms. | | |
| **Client authorised signatory (ies)**    Print Name | | **Supplier authorised signatory (ies)**    Print Name |