

Contract between National Association and Pool Operator



This agreement is made the _____ day of _____ 20

Place: _____

Between

(1) (*Name of Association*) of

(*Address*)

a member of the International Lifesaving Federation of Europe (referred to in this agreement as 'ILSE')

and

an organisation carrying out lifesaving and water safety activities in

(*name of country*) (referred to in this agreement as 'the Association')

and

(2) (*Name of Local Authority or pool operator*) of

(*Address*)

the occupier or operator of the designated bathing area or areas listed in the Second Schedule (referred to in this agreement as 'the Operator').

1. Recital

- 1.1 The Operator has applied to the Association and has paid or agreed to pay to the Association the sum of _____ for the services specified in this agreement [‘the fee’]
- 1.2 ILSE has authorized the Association to carry out risk assessments to contribute to the safety of bathing areas in:
_____ *(name of Country)*

2. Definitions and Interpretation

- 2.1 ‘The term’ means the period of four years from the date of the risk assessment subsequently referred to, subject to Clauses 3.6 and 7.1_ hereof.
- 2.2 ‘The designated bathing area’ means the area listed in the Schedule
- 2.3 ‘Risk Assessor’ means any risk assessor, risk assessor tutor or risk assessor senior tutor involved in any part of a risk assessment
- 2.4 ‘The Chancellory’ means the President Vice Presidents and Secretary General of ILSE together with such other persons as ILSE shall from time to time determine as its Chancellory
- 2.5 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate
- 2.6 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

3. The Obligations of the Association

In consideration of the payment of the fee by the Operator to the Association the Association shall

- 3.1 Procure the examination and assessment of the designated bathing area referred to in the Schedule by a suitably qualified risk assessor licensed by ILSE (who shall be the servant or agent of the Association for such purposes) to such standard and in conformity with such methods, criteria and other matters laid down by ILSE.

- 3.2 Without delay after each examination and assessment deliver to the Operator a report of the result (within 6 weeks of the date of the assessment) confirming the result of the risk assessment.
- 3.3 In the event that the designated bathing area does not comply with the criteria for an approved safe public bathing area as defined by ILSE specify to the operator the steps that are necessary to ensure that the designated bathing area may meet such criteria.
- 3.4 Ensure that the suitably qualified risk assessor or assessors are trained and qualified in accordance with the standards set down by ILSE.
- 3.5 Form an appeal panel comprised of not less than two senior tutors appointed by the Chancellory and duly accredited by ILSE one of whom shall be from a different country to carry out those functions as set out in Paragraph 4 hereof ('The appeal panel')
- 3.6 Re-inspect the designated bathing area on an annual basis and report briefly to the Operator on the outcome thereof

4. **The Appeal Panel**

In the event of the Operator being dissatisfied with the decision of the risk assessor and/or any recommendations of the risk assessor pursuant to Paragraph 3.3 hereof the Operator shall, by written notice to the Association, have the right to require a review or reconsideration of the assessment by the appeal panel whose decision shall be final. In the event that the review upholds the decision of the risk assessor the operator shall be responsible for the reasonable costs and expenses of the appeal panel. In the event that the review overrules the decision of the risk assessor that Association shall be responsible for the such costs and expenses

5. **Tax**

All sums payable under this agreement unless otherwise stated are exclusive of VAT, TVA or similar tax which may be charged in addition to the sums specified herein if it is a legal requirement of the country in which the designated bathing area is situated.

6. **Acknowledgment**

The Operator hereby acknowledges that failure to comply with any recommendation by the risk assessor or appeal panel will result in the withholding of a certificate that the designated bathing area reaches the standard required by ILSE.

7. The Obligations of the Operator

- 7.1 To certify to the Association at periods of 12 months following the initial inspection (or approval if later) that the designated bathing area continues to comply with the requirements of ILSE risk assessment as approved or recommended by the risk assessor or appeal panel.
- 7.2 To make available to the risk assessor or appeal panel reasonable facilities to inspect the open water bathing facility and to provide such information or assistance that the risk assessor or appeal panel may reasonably require.
- 7.3 To pay the fee for the assessment promptly on demand.
- 7.4 To cease to display any sign flag or other indication that the designated bathing area complies with an ILSE risk assessment immediately upon it ceasing to comply

8. Liability and Indemnity

- 8.1 Neither the Association or ILSE can give any warranty or accept any liability for any occurrence that might arise at the designated bathing area irrespective of compliance or non-compliance with a risk assessment. It is recognized and agreed that the purpose of the risk assessment is to endeavour to reduce the risks attendant upon the operation of a designated bathing area, elimination of all such risks being impracticable.
- 8.2 The Operator agrees with the Association and ILSE throughout the term to indemnify the Association the risk assessor and ILSE from and against any and all loss damage or liability suffered by the Association the risk assessor or ILSE

As a result of any occurrence that might arise at the designated bathing area or

From the awarding or withholding of a certificate that the designated bathing area reaches the standard required by ILSE

9. **Governing Law**

This agreement shall be governed by the law of
_____ [*Name of Country*].

10. **Notices**

Any notice or communication under this agreement must be in writing and may be served or sent:

10.1 Personally

10.2 By first class pre paid post fax or E-Mail

Each party's address for the service of notice shall be the above mentioned address or such other address as he or it specifies by notice to others.

A notice shall be deemed to have been served:

10.2.1 At the time of service if served personally

10.2.2 If served by post, 4 days after posting

10.2.3 If served by fax or E-Mail 24 hours after transmission except where such day shall fall on a Saturday Sunday or national holiday day in the country to which the notice sent. In such a case the notice shall be deemed to have been served 24 hours after the beginning of the next working day

11. **Termination**

In the event that the operator shall break any of the terms of this agreement including without prejudice to the generality of the foregoing failing to comply with any recommendation of the risk assessor or appeal panel the Association shall be entitled to terminate this agreement forthwith on 7 days notice to the operator.

12. **Severability**

If any provision contained in the agreement or any part of it is declared or becomes unenforceable illegal or invalid for any reason whatsoever the other terms and provisions of this agreement shall remain in full force and effect as if this agreement had been executed without the offending provision appearing in it

THE SCHEDULE

The designated bathing area or areas are as follows:

IN WITNESS whereof the parties have signed this agreement on the above date

Signed by (the Association)

Signed by (The Operator)