

TERMS AND CONDITIONS - KEEP WATCH @ PUBLIC POOLS

1. INTRODUCTION

Royal Life Saving (RLS) wish to improve safety at public swimming pools and congratulate you on adopting the Keep Watch @ Public Pools program (KW@PP). By utilising the KW@PP program and resources, your aquatic facility becomes recognised as a Keep Watch Partner with Royal Life Saving.

Partnering with RLS through the KW@PP Program provides you with:

- A clear association with RLS
- Access to an innovative, industry-leading safety initiative
- Access to promotional resources, logos and artwork
- Access to training and professional development
- Access to facility support from RLS

Registration with the Program entitles the Facility to the following:

- 12 Month Accreditation
- The Program Materials

2. ENDORSEMENT REQUIREMENTS

By utilising the KW@PP program and resources, your facility takes on certain obligations. The following five requirements must be maintained as a minimum standard to establish a partnership:

1. Use of the mandatory policies contained within the KW@PP program
2. The development of an appropriate KW@PP Implementation Plan
3. The training of staff according to the KW@PP program
4. The modification of environments where required to implement the KW@PP program materials
5. The use of resources as provided through KW@PP Program

It is important that facilities maintain their partnership on an annual basis. Under no circumstance should unaccredited facilities display KW@PP communication materials.

3. OBLIGATIONS OF THE FACILITY

During the term the Facility Management must:

- Ensure that the Mandatory Policies are implemented at the Facility within the context of the completed annual safety assessment and risk assessment. RLS suggest that the Recommended Policies are also implemented at the Facility. For the avoidance of doubt, the Mandatory Policies are the minimum set of standards that a Facility is expected to implement during all periods of operation. Facilities are able to extend the scope of the Recommended Policies (i.e., make the Recommended Policies at their Facility operational towards 5- to 12-year-old (as opposed to 5- to 10-year-olds as required under the Mandatory Policies) and satisfy their obligations.
- Ensure that staff who work at the Facility are adequately trained and conduct themselves in accordance with the Staff Manual.
- Ensure that the Facility is managed in accordance with the Resources / Communication Materials
- Use and implement at the Facility the public awareness and education resources as provided through the Program.
- Upon termination, all rights to use the materials and associated intellectual property are withdrawn

The parties acknowledge that due to the differences in design, layout, the presence of different pool types, staffing levels and anticipated patron numbers, some of these policies contained in the Materials may require alteration as they may not be appropriate to the Facility.

In order for RLS to monitor whether the Facility is meeting its obligations (or otherwise) in relation to the minimum expectations of the program, the Facility should undertake a safety assessment and risk assessment on an annual basis to contextualise the program to the Facility.

The Facility must warrant that it will not:

- Use the Programs, Materials and Marks other than in accordance with the delivery of the program
- Copy, adapt, modify, recreate, publish or otherwise attempt to use the Program, Materials or Marks other than as expressly provided for under the conditions of the program
- Do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of RLS or the KW@PP Program.

The Facility warrants that it will comply with all laws, regulations, standards and policies that relate to the KW@PP Program and the use of the associated resources.

4. PROGRAM SAFETY COMMITMENT AND EXCLUSIVITY

KW@PP facilities must meet the following safety standards: i) provide a safe venue for all program participants compliant with Guidelines for Safe Pool Operations (GSPO); ii) provide only the KW@PP program for recreational swimming delivery; iv) maintain appropriate swim teacher and lifeguard qualifications in line with the GSPO; v) install and maintain compliant pool safety signage in line with the GSPO and relevant Australian Standards; vi) undertake a Safety Assessment in line with the frequency recommended by [Royal Life Saving Society – Australia](#).

5. BREACH

RLS may immediately terminate this agreement if at any time the Facility is in breach of any of the KW@PP program obligations. This right shall only be exercisable by RLS if the Facility fails to remedy the breach within 14 days of receiving a notice from RLS setting out the nature of the breach and requiring the Facility to remedy that breach.

The Facility may immediately terminate this agreement if at any time RLS are in breach of any of their KW@PP program obligations. This right shall only be exercisable by the Facility if RLS fail to remedy the breach within 14 days of receiving a notice from the Facility setting out the nature of the breach and requiring RLS to remedy that breach.

6. ADDITIONAL RIGHTS TO TERMINATE

Either party may immediately terminate this Agreement if the other party:

- takes or fails to take any action which in the reasonable opinion of the terminating party is materially detrimental to the terminating party; or
- commits any act which in the reasonable opinion of the terminating party is not capable of being remedied

7. EXCLUSION OF LIABILITY, INDEMNITY AND INSURANCE

To the extent permitted by law, RLS' liability to the Facility and the Facility's officers, employees and agents is excluded and the Facility will not be liable for any loss arising out of the Facilities use of the program or materials, except where the loss arises from the negligent acts or omissions of RLS, their officers, employees or agents.

In no circumstances will RLS accept liability or be responsible for loss if the program or materials are not up-to-date or are incorrect in any respect as a result of any act or omission by the Facility, and the Facility releases RLS for any liability it may have otherwise had in the event that any of the program or materials are out of date or incorrect.

The program member must affect and maintain at all times during the Term:

- third party public liability insurance
- professional indemnity insurance


The program member must provide copies of the certificates of insurance to the Licensors within 7 days of a request being made by RLS.

8. ANNUAL PARTNER PACKS

Each year, each Aquatic Facility will be provided by RLS with a pack of Keep Watch @ Public Pools collateral to display and educate users of the city’s aquatic facilities.

In addition to the collateral, each facility will be required to train all frontline service and leadership staff on the key messages and program components.

Program packs will include the following resources:

Product	Quantity	Preview
Reception DL Flyers Product ID: KW-PPCONRULES	500 per facility	
Lifeguard Information Cards Product ID: KW-PPCARD	500 per facility	
Wristbands Product ID: KW-PPWRISTBAND	1000 per facility	
Concourse Sign (year 1 only) Product ID: KW-PPCONRULES	1 per facility (year 1 only)	

Document governance:

Approved: May 2026, RJ Houston General Manager – Capability & Industry