

1. Dictionary

In these conditions of use:

- 1.1. **casual hirer** means a hirer other than a fixed term hirer;
- 1.2. **claim** includes any allegation, debt, cause of action, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute or otherwise;
- 1.3. **Council** means Glen Eira City Council;
- 1.4. **fixed term hirer** means a hirer who has an allocation to use the venue or part of the venue on a regular, standing basis;
- 1.5. **GESAC** means Glen Eira Sports and Aquatic Centre;
- 1.6. **GESAC rules** means rules relating to the venue and/or all or any of the facilities at GESAC, being more particularly outlined in clause 15;
- 1.7. **GESAC website** means www.geleisure.com.au
- 1.8. **GST component** means GST payable by Council on any taxable supply made under these conditions of use;
- 1.9. **GST liability** means the GST component (or part thereof) payable by the hirer under clause 10.2 together with interest, costs, penalties and expenses (calculated on a full indemnity basis) arising as a consequence of GST not having been paid when due;
- 1.10. **hire period** means the period during which the venue will be hired to the hirer, as per the venue hire application form;
- 1.11. **hirer** means the party having applied to make use of the venue by completing the venue hire application form. The expression includes the employees, agents and representatives of the hirer;
- 1.12. **rules** means these conditions of use and as advised by Council from time to time regarding the use of the venue;
- 1.13. **security bond** means the bond described as such in the venue hire application form;
- 1.14. **venue** means the facilities to be hired to the hirer, as described in the venue hire application form and, where the context permits, includes any common areas or ancillary facilities available for the hirer's use during the hire period; and
- 1.15. **venue hire application form** means the form adopted by Council from time to time as the document the hirer must complete and sign in order to apply to make use of the venue.

2. Binding agreement

These conditions of use bind the hirer as and from the time the hirer receives written notification from Council that the venue hire application form has been accepted.

3. Scope

These conditions of use relate to the use by the hirer of the venue during the hire period.

4. Venue hire application form

- 4.1. A properly completed and signed venue hire application form must be submitted by the hirer at the time of booking the venue. Where a booking is made on behalf of an organisation, the person who makes the booking must certify that he/she has the necessary authority to make the booking and include his/her personal contact details as well as those of the organisation on the venue hire application form.
- 4.2. Without limiting the preceding clause, the information provided in the venue hire application form must include:
 - 4.2.1. the name of the hirer's representative who will be personally present and in charge of the activity;
 - 4.2.2. the age of the hirer's representative. The hirer's representative must be at least 18 years of age. Proof of age may be required;
 - 4.2.3. the estimated number of people using the facility; and
 - 4.2.4. where the hire is for an aquatic use, a general description of the standard of their water skills.
- 4.3. Council will assess all applications and may at its discretion refuse to accept any application for hire of any Council facility.

5. Hirer's risk

Subject to rights under the Australian Consumer Law, the hirer will hire and make use of facility at its own risk.

6. Release and indemnity

- 6.1. To the extent permitted by law, including any rights the hirer may have under the Australian Consumer Law, the hirer releases Council from all claims which Council incurs or is liable for in connection with:
 - 6.1.1. damage, loss, injury or death to any person;
 - 6.1.2. damage, loss or injury to property;
 - 6.1.3. the exercise by Council of a right under these conditions of use;

- 6.1.4. the state of repair or condition of the venue or GESAC; or
- 6.1.5. any services provided at the venue or GESAC, directly or indirectly connected with use or occupation of the venue during the hire period, except to the extent to which any such claim arises solely as a result of the negligent or wilful act or omission of Council.
- 6.2. The hirer indemnifies the Council against all claims which Council incurs or is liable for in connection with:
 - 6.2.1. damage, loss, injury or death caused or contributed to the hirer's agents or representatives;
 - 6.2.2. the default in the performance or observance of an obligation of the hirer under these conditions of use;
 - 6.2.3. the hirer's use and occupation of the venue during the hire period; or
 - 6.2.4. the services provided to the venue or GESAC, except to the extent to which any such claim arises solely as a result of the negligent or wilful acts or omissions of Council.
- 6.3. Each indemnity in this clause or elsewhere in these conditions of use is:
 - 6.3.1. a continuing obligation of the hirer and remains in full force and effect until after the period of hire has expired; and
 - 6.3.2. a separate and independent obligation of the hirer.

7. Insurance

- 7.1. The hirer must take out and maintain at all times during the hire period a current policy of public liability insurance with an insurer acceptable to Council and with minimum insurance coverage of \$20 million per event.
- 7.2. In the case of a fixed term hirer, the interest of Council must be noted on the relevant policy of insurance.
- 7.3. If the services of third parties are utilised by the hirer at the facility during the hire period, the hirer must provide evidence that third parties carry public liability insurance with minimum coverage of \$20 million per event.
- 7.4. The hirer must provide evidence to Council, in the form of a certificate of currency to the effect that all insurances required under this clause are in place and will remain current at all times during the hire period, at least two days prior to the first day of the hire period.
- 7.5. If the hirer does not have a policy of public liability insurance at the time of completing the venue hire application form:
 - 7.5.1. Council may in its absolute discretion and subject to such conditions as it thinks fit, grant an exemption from this requirement. An exemption will only be effective if granted in writing; or
 - 7.5.2. Council may, at the request of the hirer and in its unfettered discretion, endeavour for the hirer to be covered under a Council-purchased public/product liability insurance policy, subject to the policy terms, conditions and exclusions. The hirer will be advised upon confirmation of the booking whether or not a request for such insurance has been successful.
- 7.6. Where clause 7.5.2 applies and the hirer's request thereunder is successful:
 - 7.6.1. if an event occurs that is an insurable event or would otherwise be an insurable event had insurance been taken out and maintained under this clause, the hirer must immediately make contact with the General Manager for GESAC and inform that person of the circumstances leading to and the nature of the insurable event (or what would otherwise be an insurable event);
 - 7.6.2. where a claim is made under an insurance policy maintained by Council, the hirer acknowledges and agrees that Council's responsibility will only extend to facilitating the lodgement of a claim and that Council will not be obliged to participate in any dispute the hirer may have with the insurer under the policy referred to in clause 7.5.2; and
 - 7.6.3. the hirer must pay to the insurer any deductible or other payment required under the relevant policy of insurance and Council will not under any circumstances reimburse the hirer for payment of any deductible nor pay the hirer any sum equivalent to the amount of any amount denied or reduced under the hirer's claim.
- 7.7. The hirer acknowledges and agrees that Council shall not be directly or indirectly responsible for any loss or damage, howsoever caused, to any personal property whatsoever belonging to either the hirer or any person attending the venue. The hirer should arrange its own insurance in respect of these risks.
- 7.8. For the avoidance of doubt, Council is not liable for, nor does the Council's insurance cover extend to injuries sustained by participants whilst undertaking sporting activities at the venue. Insurance of this nature is the sole responsibility of the hirer.
- 7.9. The hirer indemnifies Council from liability however arising in connection with or incidental to the circumstances giving rise to a claim under an insurance policy referred to in this clause.

8. Cancellation

- 8.1. A fixed term hirer cannot cancel a hire allocation except in accordance with the terms on which the allocation was granted.
- 8.2. Where notice of cancellation is given by a casual hirer 14 or more days prior to the first day of the hire period, then a full refund of any monies paid will be made, less a 20 per cent administration fee.
- 8.3. Where notice of cancellation is given by a casual hirer less than 14 days prior to the first day of the hire period, no refund of the security bond or hire fees will be made.
- 8.4. Notwithstanding any other provision of these conditions of use and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time, without giving any reason or to refuse to accept any hire of the venue in which case, a full refund of all monies paid will be made.

9. Fees

The hirer must pay the full hire fee within 30 days of receiving an invoice from Council. If the booking is made less than 14 days prior to using the venue, the hire fees and the security bond must be paid in full at the time of booking.

10. GST

- 10.1. All sums payable, including the hire fee, are expressed as GST-exclusive amounts.
- 10.2. If Council makes a taxable supply to the hirer under these conditions of use, then that sum will be increased by the GST component.
- 10.3. The GST component is payable by the hirer to Council at the time for payment of the consideration for the taxable supply to which it relates.
- 10.4. As a distinct obligation, the hirer indemnifies and will hold Council indemnified from liability and all claims directed to or brought against the Council on account of GST liability relating to taxable supplies in respect of which the hirer is obliged, but has failed, to account to Council under the preceding paragraph of this clause.
- 10.5. Council must promptly give the hirer a tax invoice for taxable supplies made by Council to the hirer under these conditions of use.
- 10.6. In this clause, words and phrases that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the corresponding meaning in this clause, so far as the context permits.

11. Security bond

- 11.1. The security bond is payable by the hirer at the time of booking the venue and will be held by Council as security against any damage caused to the venue during the hire period and/or breach of these conditions of use by the hirer.
- 11.2. Subject to clause 11.3, a refund of the security bond will be made within 21 days of the conclusion of the hire.
- 11.3. Deductions may be made by Council from the security bond for any reasonable cause including but not limited to:
 - 11.3.1. damage caused to the venue or any venue fixture, fitting or furniture during the hire period;
 - 11.3.2. the removal, disposal or storage of any property left at the venue by the hirer or any person attending at the venue during the hire period with the express, implied or apparent authority of the hirer; and
 - 11.3.3. costs and expenses incurred by Council as a result of a breach of any of these conditions of use by the hirer.
- 11.4. Where the amount of the security bond is not sufficient to cover any sum payable under clause 11.3, the hirer will be liable to pay the difference within 30 days of receipt of an invoice for the difference from Council.

12. Catering and liquor

- 12.1. Food shall not be prepared or distributed at the venue.
- 12.2. The sale, supply, distribution or consumption of alcohol is not permitted at the venue at any time.
- 12.3. Glass is not permitted at the venue.

13. General provisions of use

The hirer:

- 13.1. must not use smoke machines, candles or naked flames of any sort at the venue;
- 13.2. shall not carry on any activity at the venue which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable and this includes the conduct of unauthorised lotteries and gambling;
- 13.3. must not cause inconvenience to or impact adversely on nearby residents or persons in adjoining areas of the venue or properties and must leave the venue in a quiet and orderly manner so as not to disturb others;
- 13.4. must vacate the venue at the conclusion of the hire;
- 13.5. acknowledges that smoking is strictly forbidden at the venue, other than in designated outdoor smoking areas, and must ensure that smoking does not occur in breach of this clause 13.5;
- 13.6. must not attach posters or advertising material of any description to any surface of the venue building;
- 13.7. must not pierce any floor, wall, outdoor surface including turf or other part of the venue or any fitting or fixture therein whether by the use of nails, tacks, screws, stakes or otherwise;
- 13.8. shall be responsible for, and shall make good, any loss or damage occasioned to the venue including venue furniture, fittings or other property during the period of the hire and shall be responsible for, and shall make good, any loss or damage occasioned to any part of the venue which is not the subject of the hire;
- 13.9. is solely responsible for the provision and arranging of first aid or medical services and associated equipment in connection with the hire activity;
- 13.10. shall observe the GESAC rules and all statutory rules and regulations applicable to the hire, including without limitation, Glen Eira City Council's Local Law 2009;
- 13.11. acknowledges that live animals are prohibited at the venue;
- 13.12. acknowledges that tents, marquees and inflatable amusements are prohibited at the venue unless the prior written approval of Council is obtained; and
- 13.13. acknowledges that hawking, selling, disposing or supplying anything whatsoever is prohibited at the venue unless the prior written approval of Council is obtained.

14. Specific provisions of use

The hirer:

- 14.1. shall obtain all necessary third party consents from parties with an interest in the copyright or other performing rights of any materials used by the hirer during the hire activity. The hirer indemnifies Council from all claims relating to copyright infringement however arising out of or in connection with the hirer's use of the venue during the hire period;
- 14.2. shall pay such further charges as are determined by Council if the venue is used outside of the agreed hire period;
- 14.3. shall promptly comply with all requirements and directions of Council's manager GESAC or any other member of GESAC staff that Council determines is appropriate to give such directions in relation to the use of the venue and the hire activity;
- 14.4. shall supervise all persons attending the venue for the purpose of the hire activity to the entire satisfaction of Council and shall be responsible for the conduct and behaviour, including compliance with these conditions of use, of all its employees, agents, contractors, invitees and participants in the hire activity. The hirer must have at least one adult person (other than a Council employee) present, in charge of the group and supervising at all times;
- 14.5. shall, in the case of school groups, inform the Council of the requirements of any Ministerial guidelines relevant to their activity;
- 14.6. agrees to make the manager GESAC and any other relevant GESAC staff aware of any medical conditions relating to the participants of and relevant to the hire activity and otherwise to ensure that all participants in the hire activity under the supervision of the hirer are sufficiently fit and healthy to undertake the hire activity;
- 14.7. must only use the specific part of the venue as is stated in the venue hire application form and for the specific purpose as is stated in the venue hire application form;
- 14.8. acknowledges that it has satisfied itself that the venue is fit for the purpose of the hire activity;
- 14.9. where the venue includes a pool, agrees that diving starts are only permitted under supervision at the deep end of the 25 metre and 50 metre pools and that the hirer must not use any starting pistols, hooters or other race starting mechanisms other than those provided by Council. Council will provide race starting equipment, including blocks, if the hirer has advised Council of its requirements in its application; and
- 14.10. agrees not to use any audio, photographic, video or electrical equipment at the venue without the prior written consent of Council.

15. GESAC rules

- 15.1. Council may from time to time make and amend the GESAC rules, provided those rules are not inconsistent with or in derogation of the rights of the hirer under these conditions of use. The GESAC rules may relate to:
 - 15.1.1. the use, safety, security, care, management and cleanliness of the venue or GESAC (or any part of it);
 - 15.1.2. the preservation of good order of the venue or GESAC (or any part of it);
 - 15.1.3. the comfort of persons lawfully making use of the venue or GESAC (or any part of it);
 - 15.1.4. requirements concerning refuse of the venue or GESAC pending its removal; and
 - 15.1.5. the closure of the venue or GESAC during the hire period.
- 15.2. The hirer will be bound by GESAC rules as if those rules were reproduced, in full, in these conditions of use.
- 15.3. The GESAC rules are published in whole or in part:
 - 15.3.1. on the GESAC website; and
 - 15.3.2. in signage situated in and around GESAC.

16. Completion of use

On the completion of each occasion of use, the hirer:

- 16.1. shall ensure that the venue is left in a clean condition;
- 16.2. shall immediately remove from the venue any property (including without limitation, equipment or personal effects) whatsoever brought onto the venue during or for the hire activity by any person and make good any damage to the venue caused by the removal;
- 16.3. acknowledges that any property not removed from the venue immediately upon the conclusion of the hire shall be treated as abandoned and may be disposed of as Council considers fit;
- 16.4. shall return tables and chairs to the designated areas;
- 16.5. shall ensure that all rubbish, appropriately separated, is placed in the bins provided or removed from the venue;
- 16.6. shall promptly report any damage or malfunction in relation to the venue to Council's manager GESAC or the duty manager; and
- 16.7. shall vacate the venue by the agreed vacation time allowing for packing up time in the booking time.

17. Breach

Any breach of these conditions of use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of the venue being withdrawn, the security bond being withheld or further bookings by the hirer not being accepted without any further liability being incurred on the part of Council.

18. Glen Eira City Councils Local Law 2009 (“local law”)

- 18.1. The following words or expressions apply to this clause 18 and the code of conduct contained at clause 404 of the local law (attached at schedule one):
- 18.1.1. authorised officer means an authorised officer appointed pursuant to section 224 of the *Local Government Act 1989*;
 - 18.1.2. building includes part of a building and includes a structure, temporary building, temporary structure and any part thereof;
 - 18.1.3. council land means all land owned, leased, managed or occupied by council or for which it has a duty to maintain including without limitation roads, easements, buildings, structures, fixtures and lighting;
 - 18.1.4. council premises means all buildings owned, leased, managed or occupied by Council;
 - 18.1.5. municipal district means the municipal district under the local government of the Council;
 - 18.1.6. road has the same meaning as set out in section 3 of the *Local Government Act 1989*.
- 18.2. The hirer must follow any direction given by Council or its authorised officer.
Council or its authorised officer may, at its discretion and without limiting its right to prosecute for an offence, issue a direction requiring a person to cease any matter or activity conducted or carried out without a permit or to do specified things within a specified time to remedy a breach of the local law or to otherwise comply with the local law.
- 18.3. The hirer’s attention is particularly drawn to the fact that behaving in an offensive or disorderly manner on Council land, Council premises and roads within the municipal district contrary to the code of conduct is an offence under the local law and Council may require offenders to cease the use or activity and/or leave the relevant premises.

19. Access

The hirer must permit access to the venue during the period of hire if required to do so to Council’s manager GESAC and any other officer Council deems appropriate to have such access.

20. Admission and removal

Council may at any time and acting in its unfettered discretion either refuse admission to any person attending the venue for the hire activity or direct any person already in attendance at the venue for the hire activity to leave the venue.

21. Inspection

An inspection of the venue prior to making a booking may be carried out by contacting Council’s aquatics co-ordinator on telephone (03) 9570 9200 between the hours of 9am and 4pm Monday to Friday.

22. Emergencies

- 22.1. Prior to commencing the hire activity the hirer must fully acquaint itself with the emergency action plan for the venue.
- 22.2. The hirer must comply with, and ensure that its employees, contractors, agents and invitees comply with the emergency action plan for the venue.
- 22.3. Without limiting the hirer’s obligations under the preceding clause, the hirer must:
- 22.3.1. pay the costs associated with the Metropolitan Fire Brigade, Ambulance or other emergency services attending the venue as a result of any act or omission of the hirer, its employees, contractors, agents and invitees; and
 - 22.3.2. immediately report any emergency or dangerous situation to Council’s manager GESAC or the duty manager.

23. Risk management plan

The hirer warrants and assures Council that the information contained in the venue hire application form, including the section entitled “Risk Management Plan” is true and correct in every particular and to the extent applicable, will be strictly observed at all times during the hire period.

24. GESAC staff

- 24.1. Where the hire includes an aquatic activity Council will, at the cost of the hirer, provide lifeguards in accordance with the ratios advised by Lifesaving Victoria from time to time, based on the number of participants stated in the venue hire application form.
- 24.2. If requested in the venue hire application form and confirmed by Council, Council will provide an adequate number of staff to conduct the specified program based on the number of participants stated in the venue hire application form.
- 24.3. The hirer agrees to pay for the costs of any additional staff referred to in clause 24.2 that Council may deem is necessary acting in its unfettered discretion.

25. Closure of venue

Council may at any time and acting in its unfettered discretion close the venue or suspend the hire activity in order to ensure the safety and/or wellbeing of persons attending the venue in which case the amount of the hire fee payable or applicable for reimbursement will be determined by Council acting reasonably. Subject to any rights the hirer may have under the Australian Consumer Law. Council will not be liable for any loss, including consequential loss, which the hirer may suffer or

incur as a consequence of closure of the venue or suspension of hire activity.

26. Limitations on use

The hirer agrees that its use of the venue does not create or imply any tenancy or other property rights in respect of the venue and the hirer specifically acknowledges that the right to use the venue is not exclusive.

27. Special conditions for birthday parties

The following conditions apply to bookings for birthday parties and to the extent of any inconsistency between any other condition of these Conditions of Use or the GESAC Rules, these conditions shall prevail:

- 27.1. A non-refundable deposit of \$100 is payable at the time of lodging the *Venue Hire Application Form*.
- 27.2. Birthday Parties are conducted for a minimum of 12 participants, aged between 6 and 14 and charges will be calculated accordingly.
- 27.3. Participant numbers must be confirmed and the full balance fee must be paid by the Tuesday prior to the birthday party date. The program, staffing and catering will be based on the confirmed participant numbers.
- 27.4. No refunds will be given for cancellations made after confirmation of participant numbers.
- 27.5. All participants should be water confident and must be at least six years of age. It is the hirer's responsibility to provide additional assistance where required, including accompanying the child into the pool.
- 27.6. The hirer must ensure that all participants under 10 years of age are under constant adult supervision while at GESAC.
- 27.7. The aquatic activity program will be determined by GESAC staff as they consider appropriate for the participants.
- 27.8. At the conclusion of the organised aquatic activities the party table may be used by the hirer for a maximum of 30 minutes.

SCHEDULE ONE — CODE OF CONDUCT

POLICY NUMBER: Council Policy 12.10

ADOPTED BY: Glen Eira City Council

DATE ADOPTED: 24 November 2009

REFERENCE IN LOCAL LAW 2009: Clause 404

1. Objective

To set out a code for appropriate conduct on Council land, Council premises and roads with the Municipal District.

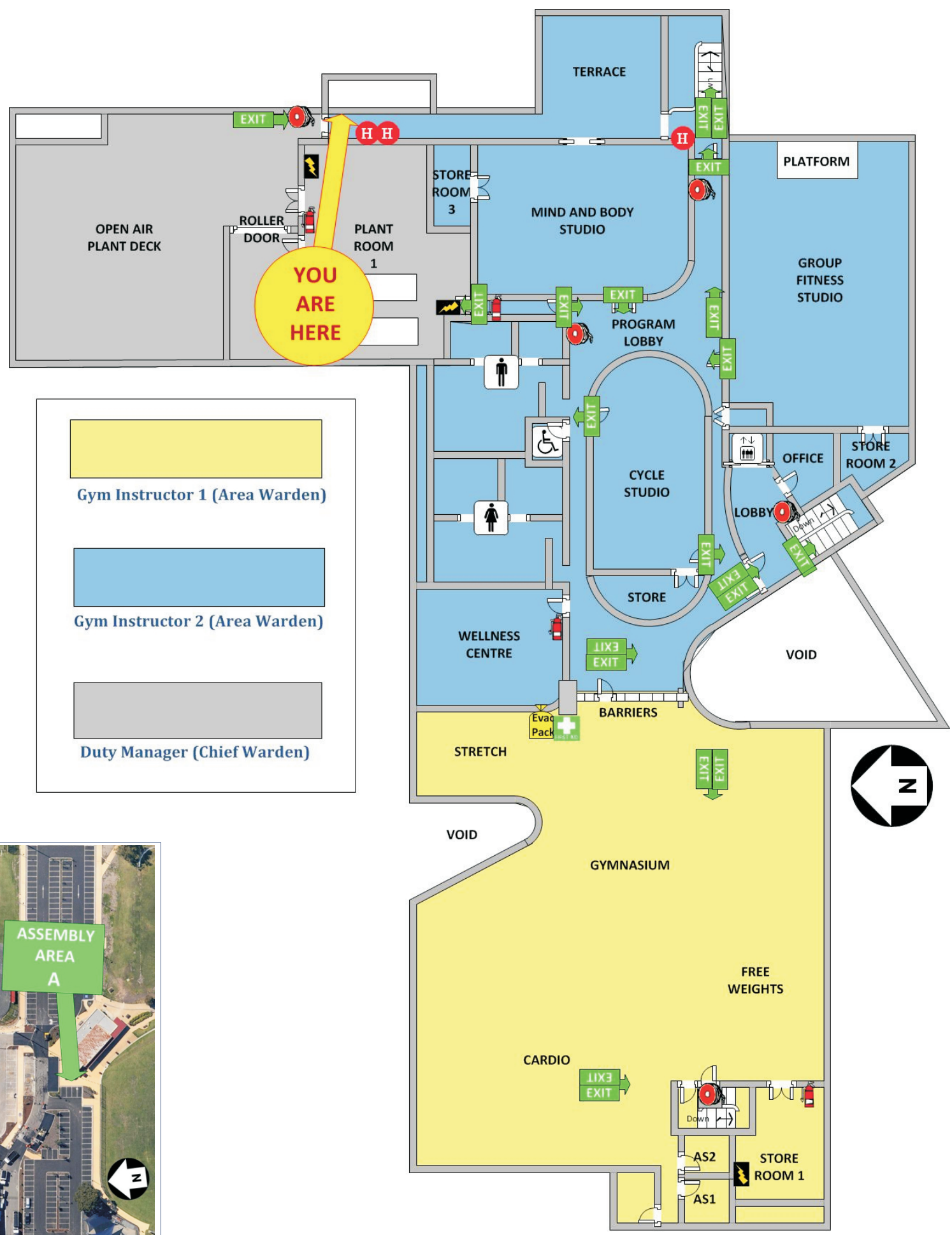
2. Policy

- 2.1. A person must not, on Council land, Council premises or a road behave in an offensive or disorderly manner, which includes but is not limited to:
 - 2.1.1. behaving in an indecent, offensive, insulting, threatening or riotous manner;
 - 2.1.2. using indecent, offensive, insulting, threatening or abusive language;
 - 2.1.3. acting in a manner that endangers any other person;
 - 2.1.4. interfering with another person's use and enjoyment of any part of the Council land, Council premises or road;
 - 2.1.5. engaging in rough or boisterous play or conduct;
 - 2.1.6. acting in a manner contrary to any restriction or prohibition contained in the inscription on a sign erected or authorised by Council at, on or in the Council land, Council premises or road;
 - 2.1.7. except for a child under the age of six years in the care of a responsible person of the opposite gender, entering or using any dressing room, shower, convenience or other area which has been appropriated for persons of the opposite gender;
 - 2.1.8. obstructing, hindering or interfering with any member of staff or representative of Council in the performance of his or her duties.
- 2.2. The following persons may give directions in relation to the conduct of persons in or on relevant Council land, Council premises or a road:
 - 2.2.1. an authorised officer of Council; or
 - 2.2.2. a member of staff or representative of Council or firm engaged by Council in control of the relevant premises.
- 2.3. A direction under clause 2.2 may include, without limitation and whether or not a fee for admission to the premises has been paid, a direction to leave the premises. A person to whom a lawful direction is given under clause 2.2 must comply with the direction.
- 2.4. A person who behaves in a manner or carries out a matter or activity contrary to this code of conduct may be guilty of an offence under clause 404 of the Glen Eira City Council Local Law 2009.

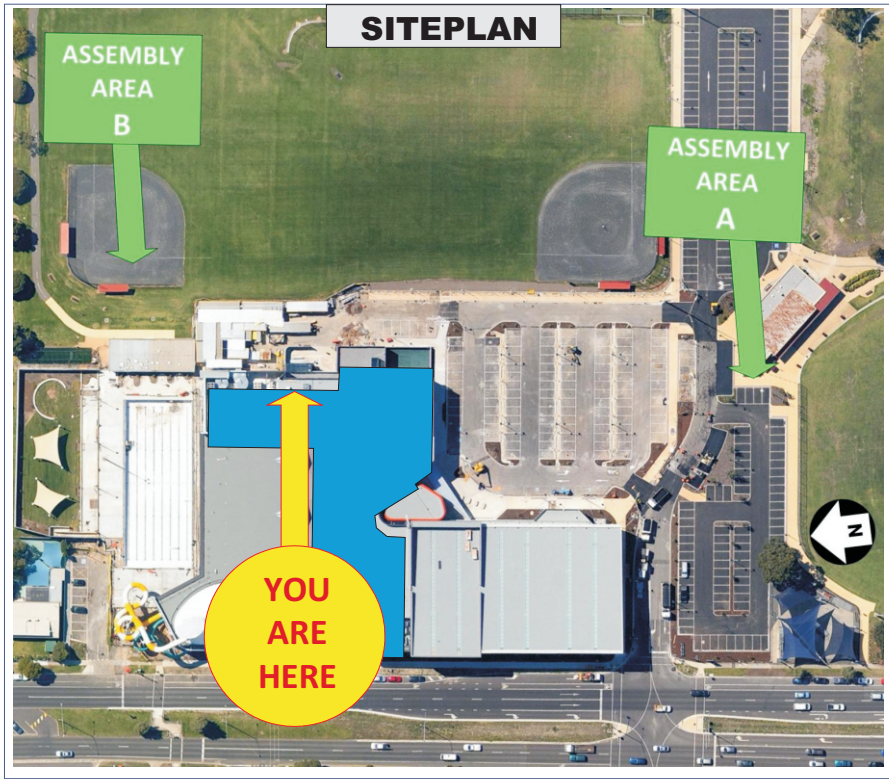
EVACUATION DIAGRAM FOR 200 EAST BOUNDARY ROAD, BENTLEIGH EAST

FIRE ORDERS

1. Assist any person in immediate danger **ONLY** if safe to do so.
2. Close the door.
3. Call the Fire Brigade on 000.
4. Attack the fire if **SAFE** to do so.
5. Evacuate to assembly area.
6. Remain at assembly area and ensure everybody is accounted for.



- Gym Instructor 1 (Area Warden)
- Gym Instructor 2 (Area Warden)
- Duty Manager (Chief Warden)



FIRST FLOOR

ASSEMBLY AREA A

BESIDE THE PAVILLION AT BAILEY RESERVE (130 METRES SOUTH EAST OF THE MAIN ENTRY)

ASSEMBLY AREA B

AT THE BASEBALL DIAMOND AT THE REAR (EASTERN SIDE) OF THE OUTDOOR POOL

LEGEND

- | | | | | | |
|----------------------------------|---|-----------------------------|---------------------|------------------|------------------|
| ELECTRICAL SWITCHBOARD | AUTOMATED EXTERNAL DEFIBRILLATOR | FIRE INDICATOR PANEL | FIRE HYDRANT | HOSE REEL | EVAC PACK |
| DRY CHEMICAL EXTINGUISHER | MANUAL CALL POINT | FIRST AID KIT | EXIT | | |

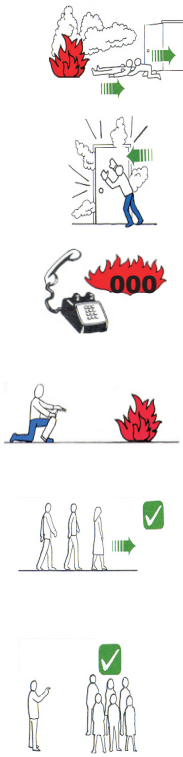
**ISSUED 28/04/12
VALID UNTIL 28/04/14
VERSION 1.0**

DMA SUPPLIES 0450-193-303

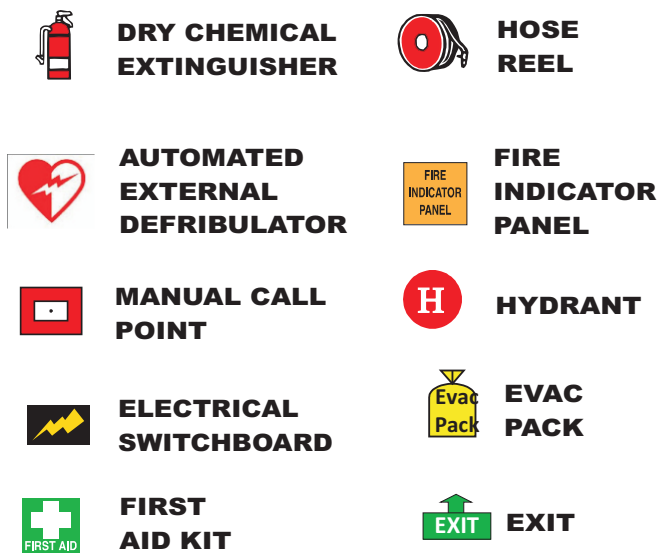
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5. Evacuate to assembly area.
6. Remain at assembly area and ensure everybody is accounted for.



LEGEND



GROUND FLOOR

ASSEMBLY AREA A

THE PAVILLION AT BAILEY RESERVE (130 METRES STH EAST OF THE MAIN ENTRY)

ASSEMBLY AREA B

AT THE BASEBALL DIAMOND AT THE REAR (EASTERN SIDE) OF THE OUTDOOR POOL

ISSUED 28/04/12
VALID UNTIL 28/04/14
VERSION 1.0

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