

18 May 2023

[REDACTED]
Kia ora [REDACTED]

Swimming New Zealand, High Performance Sport NZ and the Wellington City Council

Thank you for your request made under the Local Government Official Information and Meetings Act 1987 (the Act), received on 19 April 2023. You requested the following information:

1. Details of the agreement reached in regard to lane space for coach Gary Hollywood and swimmer Lewis Clareburt, including the guaranteed lane space and times, and other obligations by all parties.
2. How much money both Swimming New Zealand or High Performance Sport New Zealand (HPSNZ) have agreed to pay the Wellington City Council in 2023 and 2024 in regard to Lewis Clareburt's Olympic campaign.
3. Details of all payments that have been made to the Wellington City Council between January 2023 and April 15, 2023, by Swimming New Zealand and HPSNZ to fund lane space
4. Details of all payments made to the Wellington City Council through the 2022 calendar year by HPSNZ and Swimming New Zealand for the purposes of lane space for Lewis Clareburt.

Wellington City Council has partly granted your request for information.

Below is a document that falls in scope of your request and my decision to release the document.

Item	Document name/description	Decision
Appendix 1	Wellington Regional Aquatic Centre Booking Contract	Released

Question 1

Wellington City Council and Swimming New Zealand reached an agreement to have a high-performance centre established at the Wellington Regional Aquatic Centre through to the 2024 Paris Summer Olympics. The agreement reached was to support Lewis in his Olympic campaign. The Council has committed to provide Swimming New Zealand with the below lane times to support a squad of up to 9 swimmers. Should Swimming New Zealand require additional swimmers to be added to this group in the future on a visiting or permanent basis, they will provide the Council with notice in advance.

Recognising the nature of this squad, the Council have removed the standard minimum number of swimmers per lane requirements for these booked lanes (normally minimum 6 swimmers in a 25m lane and a minimum of 10 swimmers in a 50m lane).

Monday am	3 x 25m lanes	7:30am to 9:30am
Monday pm	3 x 25m lanes	3:30pm to 5:30pm
Tuesday am	3 x 25m lanes	7:30am to 9:30am
Tuesday pm	3 x 25m lanes	3:30pm to 5:30pm
Wednesday am	3 x 25m lanes	7:30am to 9:30am
Thursday am	2 x 50m lanes	6:00am to 8:00am
Thursday pm	3 x 25m lanes	3:30pm to 5:30pm
Friday am	2 x 50m lanes	6:00am to 8:00am
Saturday am	3 x 50m lanes	6:30am to 8:30am

As the High Performance Squad lane bookings start when the facility opens for use on Thursday, Friday and Saturday mornings, Council has agreed to allow members of the squad to enter the closed facility half an hour early, in order for them to complete dry land exercises and warm-ups, ensuring they can maximise their time in the water.

The Wellington Regional Aquatic Centre holds a large number of aquatic sporting events, which can cause exclusions for regular bookings. The Council has agreed to work with the booking parties to minimise the number of exclusions that will impact the High Performance Squad. Where an exclusion cannot be avoided, the Council has committed to ensure a lane can always be made available at the nearby Freyberg Pool for Lewis Clareburt's use.

Swimming New Zealand has agreed to provide prior notice of when any of their lanes are not required (when at a training camp or competitions) in order for these lanes to be returned to general public swimming lanes.

Swimming New Zealand also has agreed to comply with the standard booking terms and conditions in our booking contract (appendix 1), with the exception of 4.7 (minimum lane numbers), which as detailed above Council has agreed to waive.

Question 2

High Performance Sport New Zealand do not make any payments to Wellington City Council for Lewis Clareburt's Olympic Campaign. Our understanding is they provide funding to Swimming New Zealand.

As detailed in the answer to question 1, Wellington City Council agreed to provide Swimming New Zealand with lane space for its High Performance Squad based in Wellington. The only charge to Swimming New Zealand is the standard community rate for lane hire, which is presently \$8.60 per lane per hour for a 25m lane, and \$18.00 per hour for a 50m lane.

As Lewis Clareburt is not the only swimmer to use all these lanes, and various members of the squad, including Lewis, are at different times away at training camps and competitions throughout the year, we are unable to confirm how much lane hire would be solely for Lewis in 2023 and 2024. We are therefore refusing this part of your request under section 17(g) of the Act because the requested information is not held.

Question 3

High Performance Sport NZ do not make any payments to Wellington City Council for lane space. Swimming New Zealand has been invoiced \$6,198.40 for the period of 1 January 2023 to 15 April 2023.

Question 4

Wellington City Council receive no payments from High Performance Sport NZ for Lewis Clareburt.

In 2022 Swimming New Zealand had a different agreement specifically for lane hire solely for Lewis Clareburt, where they paid for some of the lanes Lewis was using in lieu of Capital Swim Club. In 2022 Swimming New Zealand were invoiced \$4,417.20 for this lane space.

Right of review

If you are not satisfied with the Council's response, you may request the Office of the Ombudsman to investigate the Council's decision. Further information is available on the Ombudsman website, www.ombudsman.parliament.nz.

Please note, we may proactively release our response to your request with your personal information removed.

Thank you again for your request, if you have any questions, please feel free to contact me.

Kind regards

Ollie Marchant
Official Information

Conditions of Use:

Wellington City Council is entitled to impose conditions on the use of the pool at its discretion. Facility booking or hire refers to any use of the facility, its space or equipment as determined by the management.

To simplify this document we refer to the facility as 'the pool'; the group/organisation or individual hiring space, equipment or facilities as 'the hirer' and Wellington City Council as 'the Council'. Regular bookings are those where exclusive use of pool space is booked on a recurring basis; whilst exclusive bookings are for the use of pool space on a one-off basis.

1. Booking and payment

1.1 All booking requests must be made on the appropriate booking form which is available from the pool.

1.2 The hirer will ensure all sections of the booking form are completed and returned to the pool before the booked activity takes place.

1.3 Regular and exclusive bookings by the hirer will be for a period not longer than a calendar year. All regular and exclusive bookings are subject to review on a term-by-term basis, in line with the school term calendar.

1.4 Receipt by the pool of the hirer's booking form does not constitute acceptance of the booking. The booking will be confirmed upon returned signed booking form and confirmation that there are no invoices outstanding by the user.

1.5 The pool will issue the hirer written confirmation of their booking before the booked activity takes place.

1.6 The hirer is expected to include in their booking any set-up, break-down and warm-up time requirements.

1.7 Casual bookings must be paid for in advance of the booking. Payment should be made at the pool's reception by eftpos, cash or credit card. Payment can also be made by credit card by phoning 04 801 4403.

1.8 Event and regular hirers will be invoiced in line with the Council's standard terms and conditions of credit for all pool space, meeting room, facility and equipment hire.

1.9 The hirer must pay all invoices by the due date indicated.

1.10 Where payment is not made, the hirer agrees to pay the Council all costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.

1.11 Unless otherwise agreed, all individuals attending activities, programmes or events within the pool are required to pay the standard admission charge.

1.12 The hirer will not sublease the booked area to another group or organisation without the facility's written consent

1.13 The hirer acknowledges Wellington City Council may review and increase fees through review of the Annual Plan or Long Term Plan, however the hirer will be given no less than 60 days written notice of any changes to conditions or fees.

2. Alterations and cancellations

2.1 Booking alterations or cancellations by the hirer must be sent to the pool in writing.

2.2 The hirer is required to give the pool one calendar months' notice for cancellation of any regular pool booking and three calendar months' notice for any event booking. Failure to do so may result in the hirer having to pay the full amount of pool hire and pool admission fees for the minimum number of participants as in clause 4.7. In the event of a no show - when the booking is not cancelled but the space is not utilised the same fees will apply.

2.3 For all events requiring the exclusion of the public, fees will be charged for the duration of the time in which the public are excluded from the pool, including the time required for set up and pack down of the event. The hirer must provide an event timeline which includes the time that exclusive access is required at least 1 week prior to the event. Failure to do so may result in the booking being cancelled and a fee being charged by the Council.

2.4 The pool reserves the right to alter or cancel a booking at any time provided that it gives the hirer one month's written notice.

2.5 Site Specific – Wellington Regional Aquatic Centre. The hirer is required to give the same notice period as in clause 2.2 for any reduction or amendment in pool hire. Failure to do so may incur the following fees; 20% within 90 days of the hire period and the full amount if within 30 days of the hire period for the space no longer required.

2.6 The Council is not liable for any loss or expense the hirer incurs if the pool is not able to make the facilities available as a result of fire, flood, earthquake, Civil Defence measure, failure or any other event beyond the pool's reasonable control. In cases such as these the pool will refund any booking fees already paid.

2.7 The pool may cancel the booking if it considers that the management or control of the booking is deficient or inadequate and/or the behaviour of the attendees is such that could lead to danger or injury to any person or material damage to any property, including the pool.

2.8 The Council is not liable to the hirer for any indirect or consequential loss arising under or in connection with the booking's terms and conditions. The extent of The Council's liability to the hirer for any loss, damage, claim or expense (whether due to Council's negligence or otherwise) is limited to the booking fee.

3. Health and safety

3.1 The Parties to this agreement will:

- exchange information on any known existing, new or changed hazards and information relevant to the health and safety of all persons affected by the activity, including but not limited to all users of the facility, all adjoining property owners and any of the applicant's employees, contractors or invitees.

The applicant will:

- consult, cooperate and coordinate with the Council with a view to ensuring both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the activity
- perform its, and ensure that any other person engaged by the applicant performs their, obligations under the activity in compliance with its and their obligations under the Health and Safety at Work Act 2015
- comply with all reasonable directions of the Council relating to health and safety
- report any health and safety incident, injury or near miss to the Council relating to, or affecting, the activity.

The Council may carry out health and safety observations and/or inspections (planned and unplanned) during the term of the activity.

3.2 The hirer will ensure that all activity participants, coaches, instructors, team managers, officials and spectators obey the pool's rules at all times. This includes not entering any part of the pool not included in the booking.

3.3 The hirer will ensure that no one enters the facilities before the booking's start time unless otherwise arranged.

3.4 No alcohol is permitted on the premises unless there is written consent by the facility manager and under a valid special liquor licence, with a copy provided to the pool before the booked activity.

3.5 No food or drink will be consumed at poolside or associated areas unless otherwise arranged.

3.6 For events, the hirer will provide marshals to ensure the orderly behaviour of participants at all times. All marshals are to be made aware of the pool's emergency policies, procedures and practices.

3.7 Bookings are required to provide a Health and Safety plan within the time specified on the booking contract. The plan will be assessed for hazards and controls and approved prior to the booking taking place.

3.8 The staff member on duty at the time of the booking has the final decision-making authority with regards to any health and safety matter concerning the booking.

3.9 All groups must have a designated first responder – meaning that there is someone on pool deck watching swimmers that is able to alert the lifeguards of any person in distress.

3.10 Please adhere with the Council's electrical and hazardous substance policies by not bringing any external powered equipment or hazardous substances (LPG) onsite. If you require any equipment please request this prior to your booking.

EMERGENCY PROCEDURES

If you discover a fire, please activate the nearest fire alarm. Follow the fire exit signs and assemble at the nearest assembly point as indicated by facility staff.

Please advise staff of any visitors with a disability type that could affect evacuation of the complex.

In the case of an earthquake, ensure all participants leave the water and take cover staying away from windows and heavy movable structures. When the earthquake stops, check yourself and others around you, give first aid where necessary. Stay inside unless directed to evacuate by facility staff.

Advise facility staff of all first aid incidents. They will respond immediately. Please assist by providing all relevant information including any witness statements, if applicable.

4. General

4.1 The hirer will ensure merchandise including food, beverages and souvenirs is not sold by the hirer or any of their agents without the pool manager's consent. Any merchandise similar to that sold by the pool must not be sold.

4.2 The hirer will acknowledge that agreements for the sale of food and beverage exist within the pool. Any departure from this arrangement will require the pool manager's and food and beverage contractor's agreement.

Site Specific – Wellington Regional Aquatic Centre – Catering is to be provided exclusively by the onsite café. Self-catering is not permitted within the facility. Any departure from this arrangement will require the pool manager's and food and beverage contractor's agreement.

4.3 The hirer may be required to participate in the inspection of the hired facilities either before or after the booking takes place.

4.4 The hirer is responsible for the cost of repair or replacement of equipment or facilities, if the cause of their damage was a result of the hirer's misuse.

4.5 The hirer will not permit any photography including the use of pxt-capable or smart mobile phones, television, radio broadcasting or filming without the pool manager's written consent.

4.6 Unless otherwise notified, the Council reserves the right to film and/or photograph any booking for its own historical records and for publicity purposes.

4.7 If booking pool lanes for training purposes, the hirer will ensure a minimum of six participants per lane at 25m and 10 per lane in 50m set up is maintained throughout the booking. Failure to maintain this level of use may result in the booking's cancellation by facility management with two weeks' notice.

4.8 The hirer will ensure that no starting pistols are used. Only starting horns are to be used for swimming events.

4.9 The hirer acknowledges that they store or use their own property at the pool at their own risk. Any storage arrangements will be subject to regular review and may be adjusted as required.

4.10 The hirer must comply at their own expense, with all applicable statutes, regulations, bylaws, payment, consents and the Council's policies and procedures relating to the use, occupation, safety and security of the pool.

4.11 The hirer will not permit any advertising to be displayed in the facility without the pool manager's written consent.

4.12 In the case of afterhours bookings, the hirer will ensure all participants are inside the facility before closing time.

4.13 Duty Managers or the Senior Lifeguard in charge, will be solely responsible for any music played in the facility, along with the volume and location of speakers. All users are welcome to share music suggestions, for the Duty Manager or Senior Lifeguard in charges' consideration. Duty Managers or the Senior Lifeguard in charge will consider the environment and aim to play music that brings enjoyment to the widest possible range of customers.

4.14 Site Specific – Wellington Regional Aquatic Centre – If Event Passes are required this needs to be requested with the Bookings Coordinator upon submitting your booking application. Final numbers must be confirmed two weeks prior to the event. Failure to provide this within the required time frame will incur an administration fee.

Privacy Act 2020

You acknowledge that the Council is collecting the information in this booking for the purposes of credit approval, establishing credit limits and administering your account. This may require information to be provided to other Business Units within the Council, the Council's solicitors, external debt collection agencies, credit reporting and other agencies required from time to time to be involved in the administration of your account or enforcement of this agreement. You authorise any person or company to provide the Council with such information required to administer and enforce this agreement.

Other Information

The undersigned has read and on behalf of the hirer agrees to be bound by this Rental Contract and the Terms and Conditions contained herein. The conditions contained in this contract will apply to all subsequent bookings for this calendar year.