

# TERMS & CONDITIONS OF POOL USE

All references to 'Pool' include the pool itself, pool grounds, and any buildings or car parking associated with the use of the pool.

These Terms & Conditions may be subject to change without further notice to you. Current Terms and Conditions, and the related charges, may be obtained by contacting Mid-Coast Council or, where able, they will be available at the Pool entry.

The overriding purpose of these terms and conditions is to provide a safe, and non-threatening environment for all patrons, employees, and other users of the Pool.

1. For safety and security reasons, all patrons accessing the Pool must:

- Obey all signs displayed around the Pool; and
- Follow all reasonable requests and instructions given by MidCoast Council ('Council') or their representative.

2. GENERAL TERMS OF ENTRY

- An entry fee to access the Pool and its programs must be paid in accordance with the fee schedule. Membership and multi-visit pass access cards are for individuals only.
- Anyone attempting to gain entry to the Pool without paying or without authorisation may be prosecuted.
- Bags and other items may be subject to inspection and patrons may be searched.
- The consumption of alcohol, smoking, vaping and/or drug use is not permitted in the Pool.
- Alcoholic beverages, drugs, weapons or any other substances or objects which are prohibited by law are not permitted in the Pool.
- Glass and other breakables are not permitted to be brought into the Pool.
- Animals, other than assistance animals, are not permitted to be brought into the Pool grounds.
- Council may lease, hire, or make any part, or all of, the Pool for exclusive use. This use is upon such terms and conditions as deemed appropriate by Council.
- Council may close a Pool, or part thereof for any purpose. In this event, compensation will not be payable.
- A patron must not distribute any advertisement, book, card, notice, pamphlet print, paper or placard at the Pool without prior written approval from Council.

3. MEMBERSHIP

- Membership can be obtained through pre-payment of 3, 6 or 12 month access pass.
- If membership is obtained you are responsible for ensuring your contact details are up to date.

- Membership entry is authorised to be undertaken by the membership holder only.
- Members will be provided with a membership card for their exclusive use and must have it available for entry and throughout their time at the Pool.
- Members accept they are responsible for payment of the charges applicable at the time of payment. Any member which allows a third party to use their membership to access the Pool will have their membership reviewed and it may be cancelled.
- Children aged 16 and under are admitted free of charge, however clause 4 applies.
- Any member that allows entry to a child aged 16 and under and does not provide active supervision at all times, may have their membership cancelled.

4. CHILD SUPERVISION

- All children under the age of 16, who are not participating in a supervised program must be actively supervised at all times by a responsible person aged 17 or over, or a parent/guardian.

5. GENERAL BEHAVIOUR

- All patrons must behave in a manner that is safe and respectful for the enjoyment and safety of other patrons using the Pool.
- Any behaviours which are considered offensive, inappropriate, or interferes with the enjoyment of other patrons within the Pool may result in the patron being evicted and/or banned from the Pool.
- To respect the privacy of all visitors, any video, camera or recording equipment is not to be used in the Pool. This extends to phone cameras, together with any change rooms and bathrooms.
- For safety and security reasons, patrons are not permitted to block any entrance or exit to the Pool with personal belongings.
- All patrons must conduct themselves in an appropriate manner which includes refraining from unsafe, disorderly, disruptive or antisocial behaviour.

6. CLOTHING AND ATTIRE

- Appropriate clothing and footwear must be worn at all times.
- Patrons are not permitted to swim in items such as t-shirts, underwear, street wear, see-through swimwear, cut-off jeans, ill-fitting or revealing swimwear unless part of a Council approved program or activity.
- Council reserves the right to determine what swimwear is considered appropriate.
- Effective water nappies must be worn by un-toilet trained children at all times.

7. MEDICAL CONDITIONS AND RELATED MATTERS

- In the interests of public health and safety, patrons experiencing incontinence must take necessary precautions.
- Patrons are not permitted to use the Pool or its facilities if they are affected by drugs, alcohol or

medications which may make it unsafe for them to use the facilities.

- Patrons consent to receiving any medical treatment that Pool staff may reasonably consider necessary in the event they suffer an injury whilst at the Pool.
- Patrons with open wounds must be covered in a waterproof bandage, known infections, or illness should not enter the water. If unsure, please contact Council or see the first aid attendant in the first instance.

#### 8. COMMERCIAL AND/OR BUSINESS ACTIVITY

- Commercial and/or business activities are strictly prohibited by a patron entering the Pool, unless written consent by making a formal booking has been obtained from Council.
- In the event Council provides consent for the above activities, the patron responsible for the activities must ensure that the terms and conditions of Council are complied with at all times.
- Coaching or training must not be conducted for a fee or reward without the prior written consent of Council. This consent must be obtained by making a formal booking for each occasion it occurs.

#### 9. LOST, STOLEN OR DAMAGED ITEMS

- Any monies, valuables, goods or vehicles that belong to you or your guests (or for which you are responsible) which are brought into the Pool remain your sole responsibility.
- Each patron is responsible for securing their belongings (and the belongings of your children/ward) to discourage theft and loss. Council is not, and will not be held, under any circumstances, responsible for the safekeeping of your belongings (or the belongings of your children/ward) and is not liable for, and nor will Council replace, any damaged, lost or stolen items or vehicles.
- Council does not accept liability for any theft, loss, or damage to personal property whether within the grounds of the facility or elsewhere.
- Anyone who wilfully, or through their negligence, damages the Pool is responsible for payment of the damages. If the damage is done by a child, then their parent/guardian is responsible for payment of the damages.

#### 10. RISK & INJURY

- Patrons engaged in any activity or use the facilities do so at their own risk.
- To the full extent permitted by law, Council does not accept liability for any injury or death to any person whilst using the facility or on its grounds.

#### 11. INDEMNITY

- To the full extent permitted by law, patrons release Council from all claims and liability in respect of, and indemnify the Council in full against, claims or liability to any other person and expense that

Council incurs, or may incur, in respect to any personal injury, death, theft, loss or damage arising from the patrons entry into and use of the facilities, or the entry and use by minors in their care or control.

#### 12. RIGHT OF REFUSAL OF ENTRY AND EVICTION

- Council reserves the right to refuse entry to, or evict, any person at any time from the Pool at its sole discretion.
- The right of Council to refuse entry to any person or evict patrons from the Pool includes, but is not limited to, all matters concerning:
  - a) persons under the influence of drugs or alcohol;
  - b) dangerous or unsafe behaviour;
  - c) disorderly, disruptive, inappropriate or antisocial behaviours;
  - d) theft;
  - e) vandalism; and/or
  - f) admission evasion.
- Specifically, persons who, in the sole opinion of Council, may compromise the safety or overall enjoyment of other patrons of the Pool may be refused entry or evicted by Council.
- A person or group refused entry to or evicted from the Pool has no right to a refund, or any monies paid for admission to the Pool and any request to refund will be refused.
- Council reserves the right to ban a person or group of persons, from the Pool for as long as it may deem necessary.
- For the avoidance of doubt, Council may decide at its sole discretion, to permanently ban a person or persons from the Pool.

#### 13. SAFETY AND SECURITY

- Always check the Pool depth before entering the water and do so in a safe manner.
- If you are involved in, or witness to, an incident at the Pool, you are to remain at the scene and identify yourself to Council or alert authorities as directed by signage.
- Cameras (including phone cameras, video, and DLSR) are strictly prohibited within the Pool and any change rooms.
- CCTV may be operating at all times, and Council reserves the right to use security footage for investigation purposes.
- In the event CCTV is present at the location this will be clearly labelled by Council and is there for the safety and security related to any use of the Pool by its patrons.
- No boogie boards, inflatable toys or ball games are permitted unless part of a program or activity organised or authorised by Council.