

Cooktown Swimming Pool

Pool Membership Terms and Conditions

TERMS AND CONDITIONS OF MEMBERSHIP REGISTRATION AND AGREEMENT

This Agreement outlines the terms and conditions and rights and responsibilities in relation to the Applicants entitlements during their membership period to use the Cook Shire Council Community Swimming Pool. Please take the time to read the Terms and Conditions of the Agreement carefully.

The Applicant and Council acknowledge and agrees that:

1. In this Agreement:

- (a) **"Agreement"** means this document.
- (b) **"Applicant"** means the individual who applies for Pool Membership at the Cooktown Swimming Pool and agrees to the Terms and Conditions. If the applicant is between 12 and 17 years of age, "Applicant" includes their parent or guardian who electronically accepts the Terms and Conditions on their behalf.
- (c) **"Child"** means the applicant is aged 5-17 years.
- (d) **"Concession"** means the applicant holds a valid Seniors Card, Pension Card or Companion Card.
- (e) **"Council"** means Cook Shire Council.
- (f) **"Membership Fee"** means the fee specified on the Membership Agreement Form, according to membership period selected.
- (g) **"Membership Period"** means the period from the date of commencement at the pool to the date of registration expiry, according to membership fees paid.
- (h) **"Pool"** means the Cooktown Community Swimming Pool located at 10 Charles Street, Cooktown including any equipment and ancillary facilities contained at the pool, and any facilities associated with the operation or maintenance of the Pool.
- (i) **"Student"** means the applicant/person is enrolled in tertiary study or TAFE with a valid student ID card.

2. Binding agreement

- (a) Your membership is governed by this Agreement.
- (b) This document is an agreement between the Applicant and Council and is binding upon them.
- (c) By electronically accepting the terms and conditions of this Agreement, during the application process, the Applicant unconditionally agrees to be bound by its terms.
- (d) Council shall be taken to be a party to this Agreement upon receipt of the Applicants electronic acceptance and payment of the membership fees.

3. Commencement and expiry of Agreement

- (a) This Agreement commences, and is taken to be binding on the parties, when the Applicant electronically accepts the terms and conditions and pays the membership fees.
- (b) This Agreement expires on the day the membership fees expire or the day Council terminates this Agreement.

4. Cancellation, termination, transfer

- (a) Either party may terminate this Agreement upon providing seven (7) days' written notice to the other.
- (b) Where Council terminates this Agreement under clause 4(a), Council shall reimburse any fees paid in advance for use of the Pool (if any) as soon as practicable after this Agreement comes to an end.
- (c) No monies are refundable if the Applicant terminates this Agreement prior to the end of their Membership Period, except in accordance with clause 4(d).

- (d) Despite clause 4(c), Council has discretion to consider refund requests for other reasons.
- (e) The Applicant acknowledges and agrees that this Agreement is personal to the Applicant, and the Applicant cannot assign or transfer their rights under this Agreement, and this Agreement does not confer rights on any other person other than the Applicant (including, without limitation, any invitees or guests of the Applicant).

5. Age Restrictions, Supervision Requirements and Carers

- (a) All Applicants must be a minimum of 5 years of age. If an Applicant is between 5-17 years old at the time of applying for Membership, a Parent or Guardian must electronically accept this Agreement on their behalf.
- (b) Children under 10 years old require active supervision by a person 16 years or older. The supervising person shall be actively watching and close to the member at all times whilst in the pool.
- (c) Children under 5 years old need to be within arm's reach of a supervising adult.
- (d) For infants not yet toilet trained, waterproof nappies are required.
- (e) Support workers/carers are to abide by all Conditions of Entry and must have paid a valid pool entry.
- (f) Support workers/carers must stay and support the member at all times, providing active support as required.

6. Fees

- (a) The Applicant must pay all agreed fees associated with their pool membership upfront.
- (b) Membership Fees may increase at any time upon approval by Cook Shire Council, members will be notified prior to any proposed increases.
- (c) Membership Fees will be as recorded on the current Membership Agreement Form.
- (d) Entry to the pool may be refused as a result of unpaid or outstanding membership fees as detailed in this agreement.

7. Parties' obligations and acknowledgements

- (a) In consideration for council providing the Applicant with membership, the Applicant acknowledges and agrees to comply with the terms of this Agreement, including but not limited to granting an indemnity in favour of Council.
- (b) The Applicant agrees to adhere to any policies, procedures or rules implemented by Council at the Pool, and acknowledges that any breach of those policies, procedures or rules will constitute a breach of this Agreement. Membership may be revoked for violations of these terms and conditions.
- (c) The Applicant agrees to advise the Pool Management of any changes of their contact details.
- (d) The Applicant must inform Council in advance if there are any risks to their health by participating in fitness services or seek approval from a Doctor to participate in pool and fitness programs and services at the Pool.

8. Pool access and rules

- (a) The Applicant may access the Pool during normal opening hours.
- (b) Council reserves the right to change access hours or prevent access at its absolute discretion without reason and without notice.
- (c) No exclusive use or access is granted under this Agreement.
- (d) Council does not guarantee access to the Pool under this Agreement. Access may be denied at any time due to operational or other requirements of Council.
- (e) The facility may have blackout dates, maintenance periods, or closures, which will not automatically qualify for refunds or discounts.
- (f) The Applicant acknowledges that all items of personal property are brought into the Pool at the Applicant's own risk and are not the responsibility of Council.
- (g) The Applicant may work out in the Pool as many times as they wish during their current membership period.
- (h) All pool users must act responsibly.
- (i) Bags and personal items must be stored where they will not present a risk to others.
- (j) Appropriate swimwear must be worn at all times whilst in the aquatic area.
- (k) Council has a zero tolerance for illegal or illicit drugs – persons under the influence of drugs and alcohol will be refused entry.
- (l) Disorderly, disruptive, inappropriate or anti-social behaviour including offensive or abusive language will not be tolerated at any time.

- (m) No food or drinks besides bottled water are allowed in the pool.
- (n) No smoking is allowed in this facility.
- (o) All members must be considerate of others.
- (p) Do not disrespect or distract other members.
- (q) Members adhere to lane markings for lap swimming and be considerate of other swimmers.
- (r) Members must follow all pool rules and instructions from lifeguards / pool staff.
- (s) Only accredited service animals are allowed in the pool grounds.
- (t) Bike rack is provided for public use outside the facility (BYO lock).
- (u) Mobile phones and cameras may be used for private reasons. However, Patrons are not to photograph other persons without permission of the persons involved.

9. Safety, Maintenance and Service Demand

Council may from time to time:

- (a) Close off any part of the Pool or isolate any piece of equipment for maintenance or safety reasons;
- (b) Change the hours of opening and closing, alter class timetables, or prevent access at Council's absolute discretion and without notice; or in accordance with demand and school terms.
- (c) Vary Pool rules.

10. Damage and personal injury

- (a) The Applicant agrees that use of the Pool is solely at the Applicant's own risk, and the Applicant uses the Pool and all associated facilities on an "as is where is" basis.
- (b) The Applicant warrants that they are physically and medically fit to undertake activities at the Pool and that they have sought advice from medical professional about their suitability to carry out activities at the Pool.
- (c) Council (including its employees, representatives, contractors, or any associated entity who performs services on behalf of Council) is not liable to the Applicant in contract, tort or otherwise whatsoever for any loss or damage (including consequential loss) to any person or property arising from occupation and use of the Pool by the Applicant or others, including but not limited for:
 - (i) death, illness, or injury suffered at the Pool by the Applicant or any other person, howsoever caused; or
 - (ii) loss or destruction of or damage to property at the Pool, howsoever arising.
- (d) The applicant indemnifies Council from and against any claim, damage, loss, or expense suffered by Council or others as a result of the use of the Pool by the Applicant.

11. Breach of Terms & Conditions

- (a) Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your membership may be suspended or terminated. A proven serious breach of the general conditions of entry may result in immediate termination of your membership without warning.

12. Privacy

- (a) Your "personal information" as defined by the *Information Privacy Act 2009* (Qld) will only be used by Council to complete membership registration.

13. Severability

- (a) If any part of this Agreement is or becomes void or unenforceable then that part shall be severed, and the provisions that are not void or unenforceable shall remain in full forces and effect, unaffected by the severance.

14. Entire agreement

- (a) This Agreement constitutes the entire agreement, understanding and arrangement (express and implied) between the Applicant and Council, and superseded and cancels any relevant previous agreement, understanding and arrangement whether written or oral.