

**NORTH SYDNEY OLYMPIC POOL
TERMS AND CONDITIONS**

CONTENTS

PURPOSE	2
APPLICATION.....	2
ACCEPTANCE	2
CONDITIONS OF ENTRY	2
CHILDREN AND FAMILIES	3
COMPANION CARD	4
SWIMMING POOLS	5
SAUNA, STEAM ROOM AND SPA	5
GYM AND FITNESS FACILITIES	6
VENUE AND FACILITY CLOSURE	8
PRIVACY, SURVEILLANCE AND CHILD SAFETY	9
PRIVACY AND PERSONAL INFORMATION.....	12
LIMITED LIABILITY	13
SCHEDULE A – FACILITY MEMBERSHIPS	13
SCHEDULE B - CRÈCHE TERMS AND CONDITIONS	21
SCHEDULE C - BIRTHDAY PARTIES TERMS AND CONDITIONS	27
SCHEDULE D - LEARN TO SWIM AND SQUAD PROGRAMS TERMS AND CONDITIONS.....	32
SCHEDULE E - VENUE AND POOL HIRER TERMS AND CONDITIONS	38
APPENDICES 1 – MEMBERSHIP FORM	45
APPENDICES 2 - HEALTH AND PRE-EXERCISE QUESTIONNAIRE.....	50
APPENDICES 3 - DIRECT DEBIT REQUEST (DDR) AUTHORISATION.....	55

PURPOSE

1. These Terms and Conditions establish the requirements governing entry to, participation in, booking of, and use of North Sydney Olympic Pool and its associated facilities, programs and services.

APPLICATION

2. These Terms and Conditions apply to all:
 - 2.1. Patrons
 - 2.2. Members
 - 2.3. Visitors
 - 2.4. Spectators
 - 2.5. Contractors
 - 2.6. Hirers
 - 2.7. Program participants
 - 2.8. Guests

ACCEPTANCE

3. By entering, accessing, booking, participating in, purchasing a membership or otherwise using North Sydney Olympic Pool (NSOP), a person agrees to comply with these Terms and Conditions.

CONDITIONS OF ENTRY

4. Behaviour
 - 4.1. Patrons must behave safely, respectfully and responsibly at all times.
 - 4.2. Patrons must not:
 - 4.2.1. engage in abusive, offensive, threatening or discriminatory behaviour;
 - 4.2.2. harass staff or patrons;
 - 4.2.3. create unsafe conditions;
 - 4.2.4. damage property;
 - 4.2.5. engage in unlawful conduct.
 - 4.3. Accessible parking spaces, ramps, hoists and other accessibility features are provided for patrons who require them and must not be obstructed or misused.
5. Staff Directions
 - 5.1. Patrons must comply with all reasonable directions given by:
 - 5.1.1. Lifeguards
 - 5.1.2. Instructors
 - 5.1.3. Duty managers
 - 5.1.4. Customer service staff
 - 5.1.5. Authorised contractors.
6. Refusal of Entry and Removal
 - 6.1. Management may refuse entry, suspend access or direct any person to leave the facility where that person:
 - 6.1.1. breaches these Terms;
 - 6.1.2. fails to comply with staff directions;
 - 6.1.3. behaves in an unsafe manner;
 - 6.1.4. places themselves or others at risk;
 - 6.1.5. damages facility property;
 - 6.1.6. is affected by alcohol or drugs.
 - 6.2. Management decisions regarding safety and operations are final.

7. Prohibited Items

7.1. Unless authorised by Management the following are prohibited:

- 7.1.1. glass containers
- 7.1.2. alcohol
- 7.1.3. illegal drugs
- 7.1.4. weapons
- 7.1.5. bicycles
- 7.1.6. scooters
- 7.1.7. skateboards
- 7.1.8. inflatables
- 7.1.9. unsafe equipment

8. Smoking and Vaping

8.1. Smoking and vaping are prohibited throughout the facility.

9. Animals

9.1. Animals are prohibited other than registered assistance animals.

10. Appropriate Attire

- 10.1. Patrons must wear clean, safe and appropriate attire for the activity being undertaken and in accordance with any requirements displayed within the facility.
- 10.2. Without limitation:
 - 10.2.1. Appropriate swimwear designed for aquatic activities must be worn in all pools, spas and aquatic areas.
 - 10.2.2. Standard nappies, underwear, denim clothing, clothing with exposed metal fittings and garments that may adversely affect water quality are not permitted in pools.
 - 10.2.3. Children who are not toilet trained must wear an approved aqua nappy and any additional aquatic containment garments required by NSOP.
 - 10.2.4. To maintain a safe and family-friendly environment, topless sunbathing and public nudity are not permitted.
 - 10.2.5. Appropriate exercise clothing and enclosed athletic footwear must be worn in gym and fitness areas.
 - 10.2.6. Swimwear is not permitted within gym and fitness areas unless expressly approved by Management.
 - 10.2.7. Appropriate swimwear must be worn in the spa, sauna and steam room at all times.
 - 10.2.8. Clothing displaying offensive, discriminatory or inappropriate words, images or symbols is not permitted.
 - 10.2.9. Management may refuse entry to, or direct a patron to leave, any area of the facility where attire is considered unsafe, unhygienic or inappropriate for the activity being undertaken.

CHILDREN AND FAMILIES

11. Parents and guardians remain responsible for children in their care.

12. Royal Life Saving Australia's Keep Watch Guidelines apply:

- 0–5 years and non-swimmers – within arm's reach
- 6–10 years and weak swimmers – constant visual supervision
- 11–14 years – active visual supervision

13. Children aged 14 years and under must be accompanied by a responsible person aged 18 years or older.

14. The Centre welcomes and supports breastfeeding throughout the facility. Family change rooms are available on all three levels for those who choose to use a private space.

ACCESSIBILITY AND INCLUSION

15. The Centre is committed to providing a welcoming, inclusive and accessible environment that enables people of all ages, abilities and backgrounds to participate in aquatic, fitness and recreation activities.
16. The Centre will make reasonable adjustments, where practicable, to support equitable access to facilities, programs and services, having regard to the needs of the individual, operational requirements and safety considerations.
17. Patrons requiring assistance to access the Centre or participate in programs are encouraged to contact the Centre prior to their visit so that reasonable arrangements can be made where practicable.
18. Patrons using mobility aids, aquatic wheelchairs or other assistive equipment must use such equipment in accordance with the manufacturer's instructions and any reasonable directions issued by Centre staff.
19. Accessible facilities, including accessible change rooms, aquatic wheelchairs, pool hoist and access ramps and other accessibility features, are available throughout the Centre. Availability of specific equipment or facilities may vary depending on operational requirements, maintenance or bookings.
20. Assistance animals are welcome where permitted by law. Patrons attending with an assistance animal must ensure the animal remains under effective control at all times and complies with applicable health and safety requirements.
21. The Centre is committed to supporting the dignity, privacy and independence of all patrons. Staff will provide assistance respectfully and, wherever practicable, in consultation with the patron.
22. The Centre has zero tolerance for discrimination, harassment, bullying or abusive behaviour towards patrons, carers, companions, volunteers or staff. Any person engaging in such behaviour may be directed to leave the Centre or have their access suspended or terminated.
23. Where the safe operation of equipment or participation in an activity requires additional support or supervision, the Centre may require a parent, guardian, carer or support person to remain with the participant.
24. The Centre welcomes feedback regarding accessibility and inclusion and encourages patrons to advise staff of any barriers to access or opportunities to improve the customer experience.

COMPANION CARD

25. The Centre recognises and accepts valid Companion Cards in accordance with the Companion Card Program.
26. A valid Companion Card entitles the cardholder's companion to complimentary entry when accompanying the cardholder and providing the support required for the cardholder to access and participate in the Centre's facilities, programs or services.
27. The Companion Card must be presented at the time of entry, booking or whenever requested by Centre staff.
28. The cardholder must hold a valid membership or have paid the applicable entry fee for the relevant service or facility being accessed.
29. Entry provided under the Companion Card Program is for the sole purpose of enabling the companion to provide attendant care, personal assistance or support to the cardholder.
30. The companion must remain with, and be readily available to assist, the cardholder while using the Centre's facilities.
31. The companion is not entitled to independently access or use the Centre's facilities, participate in programs or classes, or utilise the Centre for personal recreation, fitness or leisure activities unless the applicable membership or entry fee has been paid.
32. The Centre reserves the right to verify the validity of a Companion Card and to refuse or withdraw complimentary companion entry where the Companion Card is invalid, has expired, is being misused, or the conditions of the Companion Card Program are not being met.
33. Nothing in this clause limits the Centre's obligations under applicable anti-discrimination legislation or its commitment to providing accessible and inclusive services for people with disability.

SWIMMING POOLS

34. Patrons must:

- 34.1. Follow all reasonable directions issued by lifeguards and Centre staff.
- 34.2. Walk at all times around pool surrounds. Running is prohibited.
- 34.3. Wear appropriate swimwear in accordance with the Centre's Swimwear Requirements.
- 34.4. Shower before entering the pools.
- 34.5. Not enter the pools or other aquatic facilities if they are unwell or experiencing symptoms of an infectious illness, including vomiting, diarrhoea, fever or other symptoms that may present a health risk to other patrons.

SAUNA, STEAM ROOM AND SPA

35. Access Restrictions

- 35.1. Users must be at least sixteen (16) years of age.
- 35.2. Children are not permitted in the sauna, steam room or spa under any circumstances.
- 35.3. Users must comply with all directions issued by NSOP staff.

36. Health and Medical Conditions

- 36.1. Users must not use the sauna, steam room or spa while under the influence of alcohol, illegal drugs or any substance that may impair judgement or physical capacity.
- 36.2. Certain prescription medications may affect a person's ability to safely use heated facilities.
- 36.3. Persons who are pregnant, have heart conditions, circulatory conditions, respiratory conditions, epilepsy, diabetes or any other medical condition that may be affected by heat exposure should seek medical advice prior to use.
- 36.4. Individuals who are unsure whether these facilities are suitable for them should seek medical advice before use.

37. Hygiene and Attire

- 37.1. Users must shower before entering the sauna, steam room or spa and between use of each facility.
- 37.2. Appropriate swimwear must be worn at all times.
- 37.3. The sauna, steam room and spa are shared unisex facilities and patrons must behave respectfully towards other users at all times.

38. Safety Information

- 38.1. The sauna, steam room and spa are heated environments that may adversely affect some users.
- 38.2. Prolonged exposure to heat may result in dehydration, dizziness, fainting, heat exhaustion or other heat-related illness.
- 38.3. Users should avoid using these facilities alone wherever possible.
- 38.4. If a user feels unwell at any time, they must immediately leave the facility and seek assistance from staff.

39. Users must follow all safety signage and instructions displayed within the facility.

40. Safe Use Requirements

- 40.1. Users should limit use of the sauna, steam room and spa to a maximum of fifteen (15) minutes at a time.
- 40.2. Users must not touch heating elements or interfere with facility equipment.
- 40.3. Users must not add oils, fragrances, liquids or any other substances to the sauna, steam room or spa.
- 40.4. Exercise, stretching or fitness activities are not permitted within the sauna, steam room or spa.
- 40.5. Food is prohibited within the sauna, steam room and spa areas. Water is permitted and users are encouraged to remain hydrated.
- 40.6. Combustible, hazardous or inappropriate items, including paper products, electronic devices and mobile phones, must not be taken into the sauna or steam room.
- 40.7. Users must not submerge their head beneath the water in the spa.
- 40.8. The duress alarm must only be used in an emergency or where assistance is required.

41. Management Rights

- 41.1. NSOP reserves the right to refuse access to, or remove any person from, the sauna, steam room or spa where Management considers continued use may pose a risk to the health, safety or wellbeing of that person or others.

GYM AND FITNESS FACILITIES

42. General Conduct

- 42.1. Patrons must behave in a safe, respectful and considerate manner at all times.
- 42.2. Behaviour considered offensive, abusive, disruptive, intimidating, dangerous or inappropriate may result in removal from the facility or suspension of access.
- 42.3. Patrons must comply with all directions issued by NSOP staff.

43. Access Requirements

- 43.1. Children aged 11 to 15 years may only access the gym as approved Teen Gym members and must be accompanied and supervised by a parent, guardian or authorised adult aged 18 years or older.

44. Group Fitness Classes

- 44.1. Patrons must arrive prior to the scheduled commencement of a group fitness class.
- 44.2. Entry may be refused once a class has commenced where late arrival may disrupt the class, compromise safety or affect participant experience.
- 44.3. NSOP reserves the right to alter class timetables, instructors and class formats as required.

45. Hygiene Requirements

- 45.1. Patrons must use a towel while exercising.
- 45.2. NSOP operates a "No Towel, No Train" policy and staff may refuse access to equipment where a towel is not being used.
- 45.3. Patrons must wipe down equipment after use using the cleaning products provided.

- 45.4. Patrons should maintain an appropriate standard of personal hygiene.

46. Equipment Use

- 46.1. Gym equipment must be used only for its intended purpose.
- 46.2. Patrons must return equipment to its designated location immediately after use.
- 46.3. Patrons must share equipment courteously and avoid unreasonably monopolising equipment during busy periods.
- 46.4. Equipment must not be removed from designated areas without staff approval.

47. Food, Bags and Personal Property

- 47.1. Food is not permitted within gym or group fitness areas.
- 47.2. Water and approved sports drinks may be consumed in sealed containers.
- 47.3. Bags, backpacks and personal belongings must not be taken onto the gym floor and must be stored in designated storage areas or lockers.
- 47.4. Personal belongings remain the responsibility of the patron at all times.

48. Operating Hours

- 48.1. Patrons must vacate gym and group fitness areas at least five (5) minutes prior to facility closing time unless otherwise directed by staff.
- 48.2. NSOP may close or restrict access to equipment or areas prior to closing to facilitate cleaning, maintenance or operational requirements.

49. External Coaching and Commercial Activities

- 49.1. Personal training, exercise instruction, coaching, rehabilitation services, fitness assessment services or similar commercial activities may only be conducted by persons authorised by NSOP.
- 49.2. Unauthorised Personal Trainers, Exercise Physiologists, Coaches, Rehabilitation Providers or similar practitioners are prohibited from conducting business within the facility.
- 49.3. Management may direct any unauthorised provider to cease activity and leave the facility.

50. Management Rights

- 50.1. NSOP reserves the right to restrict access to equipment, classes or gym areas where necessary to maintain safety, operational efficiency, equipment maintenance or patron amenity.

VENUE AND FACILITY CLOSURE

51. North Sydney Olympic Pool reserves the right to fully or partially close the facility, aquatic areas, gym, studios, program spaces, crèche, or any associated service from time to time due to:

- 51.1. maintenance works;
- 51.2. contamination events;
- 51.3. dangerous weather conditions;
- 51.4. events, competitions or bookings;

- 51.5. operational requirements;
- 51.6. staffing requirements;
- 51.7. emergencies;
- 51.8. safety concerns; or
- 51.9. any other circumstance considered necessary by Management.

52. Where a planned closure is anticipated, NSOP will provide affected patrons and members with as much notice as reasonably practicable and will endeavour to provide a minimum of seven (7) days' notice where possible.

53. NSOP will make reasonable efforts to maintain published programs, classes, services and timetables. However, timetables, instructors, operating hours, lane availability, programs and services may be amended from time to time due to operational requirements.

54. The Centre will be closed on Good Friday and Christmas Day. The Centre may also close to the general public and members on New Year's Eve to facilitate approved events, operational requirements or other activities determined by the Centre.

55. The Centre reserves the right to amend its operating hours or open on these days where operational requirements or special events warrant.

56. Temporary closures, restricted access, amended operating hours, reduced services, timetable changes and programming adjustments are considered part of the normal operation of the facility.

57. Except where otherwise expressly stated in these Terms and Conditions, patrons are not entitled to refunds, credits, extensions of membership or compensation arising from:

- 57.1. temporary facility closures;
- 57.2. reduced access to facilities;
- 57.3. timetable changes;
- 57.4. instructor changes;
- 57.5. lane availability changes; or
- 57.6. program amendments.

58. Where NSOP determines that a refund, credit, make-up class or other remedy is appropriate, such arrangements will be provided in accordance with the relevant Schedule to these Terms and Conditions.

PRIVACY, SURVEILLANCE AND CHILD SAFETY

59. Commitment to Privacy and Child Safety

- 59.1. North Sydney Olympic Pool (NSOP) is committed to providing a safe, inclusive and child-safe environment while respecting the privacy and dignity of all patrons.
- 59.2. Council manages personal information, photography, videography and surveillance activities in accordance with applicable privacy legislation, NSW Child Safe Standards and Council policies.

60. Photography and Videography

- 60.1. Photography and videography within the facility is restricted due to the significant number of children and young people who use the facility.
- 60.2. Photography and videography may only be undertaken for personal and non-commercial purposes unless prior written approval has been granted by Council.
- 60.3. Photography and videography must not:
 - 60.3.1. compromise the privacy, safety or wellbeing of any patron;
 - 60.3.2. interfere with another person's dignity or enjoyment of the Centre, particularly children and vulnerable patrons.
 - 60.3.3. interfere with programs, lessons, events or facility operations;
 - 60.3.4. create a nuisance or disruption to other patrons;
 - 60.3.5. focus on, or intentionally capture, children who are not part of the photographer's family or group;
 - 60.3.6. be undertaken in a manner that may reasonably cause concern to staff or other patrons.
- 60.4. Photography or filming of children without the consent of a parent or legal guardian is prohibited.
- 60.5. NSOP reserves the right to direct a person to cease photography or videography where Management reasonably believes the activity is inappropriate, unsafe, unlawful, inconsistent with these Terms and Conditions or contrary to the interests of child safety.
- 60.6. Photography and videography during Learn to Swim lessons, squad activities, crèche programs or organised children's activities is prohibited unless expressly authorised by NSOP.
- 60.7. From time to time, NSOP may arrange designated photography opportunities for parents and guardians.
- 60.8. Any authorised photography must:
 - 60.8.1. be limited to the participant's own child;
 - 60.8.2. be undertaken from designated viewing areas;
 - 60.8.3. not disrupt program delivery;
 - 60.8.4. comply with directions issued by staff.
- 60.9. Prohibited Areas - Photography, videography, recording devices and camera-enabled devices must not be used in:
 - 60.9.1. toilets;
 - 60.9.2. change rooms;
 - 60.9.3. showers;
 - 60.9.4. first aid rooms;
 - 60.9.5. parents' rooms;
 - 60.9.6. family change facilities; or
 - 60.9.7. any area where a reasonable expectation of privacy exists.
- 60.10. Patrons must not use mobile phones, cameras or recording devices in a manner that may compromise the privacy or dignity of other users.
- 60.11. Commercial filming, photography, media activities, promotional activities, content creation, influencer marketing or similar activities require prior written approval from Council. Council may require:
 - 60.11.1. evidence of public liability insurance;
 - 60.11.2. risk assessments;
 - 60.11.3. consent forms;
 - 60.11.4. compliance with child-safe requirements;
 - 60.11.5. compliance with operational directions.
- 60.12. CCTV and video surveillance systems operate throughout the facility for the purposes of:
 - 60.12.1. protecting the safety and security of patrons, staff and visitors;
 - 60.12.2. supporting child-safe practices;

- 60.12.3. protecting Council assets;
- 60.12.4. monitoring compliance with facility rules;
- 60.12.5. assisting with the investigation of incidents, complaints, injuries, criminal activity or breaches of these Terms and Conditions;
- 60.12.6. supporting operational, security and risk management activities.
- 60.13. CCTV does not operate within:
 - 60.13.1. toilets;
 - 60.13.2. change rooms;
 - 60.13.3. showers;
 - 60.13.4. parents' rooms; or
 - 60.13.5. other areas where privacy would reasonably be expected.
- 60.14. By entering the facility, patrons acknowledge that they may be recorded by CCTV systems.
- 60.15. CCTV footage may be accessed, used, retained and disclosed by Council where reasonably required for operational, safety, security, legal, insurance, regulatory, child protection or law enforcement purposes and in accordance with applicable legislation.
- 60.16. The operation of CCTV does not guarantee the prevention, detection or recording of every incident occurring within the facility.
- 60.17. Patrons must not interfere with, obstruct, tamper with or damage any CCTV or surveillance equipment.

61. Child Safety Monitoring

- 61.1. Council may utilise CCTV footage, incident reports, access records and other monitoring systems to support its obligations under NSW Child Safe Standards and applicable child protection legislation.
- 61.2. Any concerns regarding the safety or wellbeing of a child or young person may be investigated by Council and, where appropriate, referred to relevant authorities.

62. Council Photography and Promotional Material

- 62.1. Council may from time to time undertake photography or filming within the facility for:
 - 62.1.1. marketing and promotional purposes;
 - 62.1.2. community engagement activities;
 - 62.1.3. publications and reports;
 - 62.1.4. website and social media content;
 - 62.1.5. operational communications.
- 62.2. Where identifiable individuals are featured, Council will obtain appropriate consent in accordance with applicable privacy requirements.
- 62.3. Patrons who do not wish to appear in Council photography should advise staff at the earliest opportunity.

63. Non-Compliance

- 63.1. NSOP staff may direct any person to cease photography, filming or recording activities where such activities are considered inconsistent with these Terms and Conditions.
- 63.2. Failure to comply with staff directions may result in:
 - 63.2.1. removal from the facility;
 - 63.2.2. suspension of access privileges;
 - 63.2.3. cancellation of memberships or bookings;
 - 63.2.4. referral to Council, NSW Police or other authorities where appropriate.
- 63.3. Decisions made by Management regarding photography, videography, surveillance and child safety matters are final.

PRIVACY AND PERSONAL INFORMATION

64. Collection of Personal Information

- 64.1. North Sydney Council collects, stores and manages personal information in connection with the operation of North Sydney Olympic Pool and associated facilities, programs and services.
- 64.2. Personal information may be collected when a person:
 - 64.2.1. purchases a membership;
 - 64.2.2. enrolls in a program or activity;
 - 64.2.3. makes a booking;
 - 64.2.4. submits a form or application;
 - 64.2.5. makes an enquiry or complaint;
 - 64.2.6. attends the facility;
 - 64.2.7. participates in Council surveys, promotions or events; or
 - 64.2.8. otherwise interacts with Council in connection with North Sydney Olympic Pool.
- 64.3. Personal information is collected for purposes including:
 - 64.3.1. administering memberships, bookings, programs and services;
 - 64.3.2. processing payments and managing accounts;
 - 64.3.3. communicating with patrons regarding services, bookings, programs and facility operations;
 - 64.3.4. managing health, safety and child protection obligations;
 - 64.3.5. investigating incidents, complaints and compliance matters;
 - 64.3.6. administering direct debit arrangements;
 - 64.3.7. improving services and customer experience; and
 - 64.3.8. any other purpose authorised or required by law.

65. Storage and Use

- 65.1. Council will manage personal information in accordance with the Privacy and Personal Information Protection Act 1998 (NSW), Council's Privacy Management Plan and other applicable legislation.
- 65.2. Personal information will only be accessed by authorised Council officers, contractors or service providers where required for legitimate operational, administrative, legal or safety purposes.

66. Disclosure

- 66.1. Council may disclose personal information:
 - 66.1.1. where required or authorised by law;
 - 66.1.2. to Council contractors, service providers or agents engaged in the delivery of services on Council's behalf;
 - 66.1.3. to emergency services, regulatory authorities, insurers or law enforcement agencies where reasonably necessary;
 - 66.1.4. where required to protect the safety, welfare or wellbeing of a person; or
 - 66.1.5. with the consent of the individual concerned.

67. Communications

- 67.1. Council may contact patrons regarding:
 - 67.1.1. memberships;
 - 67.1.2. bookings;
 - 67.1.3. programs and classes;
 - 67.1.4. facility operations and closures;
 - 67.1.5. safety matters;
 - 67.1.6. customer service matters; and
 - 67.1.7. other information reasonably related to the services being provided.
- 67.2. Where permitted by law, Council may also provide information regarding relevant programs, services, promotions or events.
- 67.3. Patrons may opt out of receiving non-essential promotional communications at any time.

68. Access and Correction

68.1. Individuals may request access to, or correction of, their personal information in accordance with applicable privacy legislation and Council's Privacy Management Plan.

69. Privacy Management Plan

69.1. Further information regarding the collection, storage, use and disclosure of personal information is available in Council's Privacy Management Plan, available on Council's website.

70. CCTV and Surveillance

70.1. The collection and management of CCTV footage and surveillance information is governed by Section 8 – Privacy, Surveillance and Child Safety of these Terms and Conditions and Council's Privacy Management Plan.

LIMITED LIABILITY

71. Members acknowledge that participation in physical activity involves inherent risks and accept responsibility for determining the intensity and suitability of their exercise.

72. Members are responsible for seeking appropriate medical advice where necessary and for informing the Centre of any change in their medical condition that may affect their ability to participate safely.

73. To the extent permitted by law, the Centre accepts no responsibility for the loss, theft or damage of personal property brought onto the premises.

74. Nothing in these Terms and Conditions excludes, restricts or modifies any rights that cannot lawfully be excluded under applicable legislation.

SCHEDULE A – FACILITY MEMBERSHIPS

1. General

- 1.1. These Terms and Conditions apply to the Legends Membership, Legends Plus Membership, Teen Gym Membership and Personal Training Services offered by North Sydney Olympic Pool (NSOP). Before purchasing a membership or Personal Training service, you must read these Terms and Conditions and complete the Pre-Exercise Questionnaire.
- 1.2. These Terms and Conditions set out the rights and obligations of both the Centre and the Member in relation to memberships and Personal Training Services provided by North Sydney Olympic Pool.
- 1.3. In these Terms and Conditions:
 - 1.3.1. **"Centre"** means North Sydney Olympic Pool (NSOP), including North Sydney Council and its authorised employees, contractors, agents and service providers responsible for delivering the services covered by this Agreement.
 - 1.3.2. **"Member", "You" and "Your"** mean the individual entering into this Agreement and, where applicable, includes a parent or legal guardian acting on behalf of a minor.
- 1.4. By purchasing a membership or Personal Training service, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.

2. Pre-Exercise Screening

- 2.1. Prior to commencing a membership or participating in any exercise program, all prospective members must complete the Centre's Pre-Exercise Questionnaire.
- 2.2. The purpose of the Pre-Exercise Questionnaire is to identify medical conditions, injuries or other factors that may affect a person's ability to safely participate in physical activity.
- 2.3. Where the completed questionnaire identifies a potential health risk, the Centre may require the member to obtain medical clearance from a registered medical practitioner before participating in exercise or using Centre facilities.
- 2.4. Members are responsible for ensuring that all information provided in the Pre-Exercise Questionnaire is accurate, complete and current. Members must notify the Centre as soon as practicable of any change to their health or medical condition that may affect their ability to exercise safely.
- 2.5. Completion of the Pre-Exercise Questionnaire does not constitute medical advice, nor does it guarantee that participation in exercise is safe. Members should seek advice from an appropriately qualified healthcare professional where they have any concerns regarding their health or ability to participate in physical activity.
- 2.6. The Centre reserves the right to refuse, suspend or modify participation in exercise programs where it reasonably considers that participation may present an unacceptable risk to the health or safety of the member or others.

3. Membership Administration

- 3.1. Members must present a valid membership card, wristband or other approved membership credential at Reception prior to entering the Centre. Entry may be refused where a valid membership credential cannot be produced.
- 3.2. Members must present their membership card, wristband or other approved membership credential to Centre staff upon request.
- 3.3. Members are required to have a photograph taken for identification, security and membership administration purposes.
- 3.4. Membership cards, wristbands and other membership credentials remain the property of the Centre and must not be transferred, shared, copied or used by any other person.
- 3.5. Memberships are personal to the Member and are non-transferable.
- 3.6. Lost, stolen, damaged or defective membership cards or wristbands must be reported to the Centre as soon as practicable. A replacement fee will apply in accordance with the Centre's adopted Fees and Charges.
- 3.7. The minimum age to purchase an individual membership is eighteen (18) years.
- 3.8. Teen Gym Memberships are available to young people aged eleven (11) to fifteen (15) years and must be authorised by a parent or legal guardian.

- 3.9. Teen Gym members must comply with all Teen Gym program requirements and must be supervised in the gym by an authorised employee, parent or legal guardian where required under the Teen Gym program rules.
- 3.10. Membership categories, inclusions, benefits, operating arrangements and fees may be amended from time to time in accordance with the Centre's adopted Fees and Charges and operational requirements.
- 3.11. Members claiming a concession membership must provide satisfactory evidence of eligibility upon application and whenever reasonably requested by the Centre. Failure to provide current evidence may result in the concession membership being varied to the applicable full membership category.
- 3.12. The Centre reserves the right to refuse any application for membership at its discretion.
- 3.13. The Centre may amend these Terms and Conditions, the Conditions of Entry, membership categories, operating procedures and membership rules from time to time. Members will be notified of any material changes in accordance with the Centre's communication procedures.
- 3.14. The misuse of a membership card, wristband or other membership credential, including allowing another person to use it, may result in suspension or cancellation of the membership.

4. Membership Fees and Cancellation

- 4.1. Direct Debit memberships are ongoing and continue until cancelled in accordance with these Terms and Conditions.
- 4.2. Membership fees are payable in advance and are processed via fortnightly direct debit on Thursdays for the upcoming two (2) week membership period.
- 4.3. Members may cancel their membership at any time by providing a minimum of forty-eight (48) hours' written notice. Cancellation requests must be received by the Centre no later than 11:59 pm on the Monday immediately preceding the next scheduled direct debit date.
- 4.4. Cancellation requests received with less than forty-eight (48) hours' notice may result in one additional fortnightly direct debit being processed.
- 4.5. Cancellation requests will not be considered effective until they have been acknowledged by the Centre and all outstanding fees and charges have been paid in full.
- 4.6. Cancellation of a Direct Debit Request or payment authority does not automatically cancel a membership. Members remain responsible for all membership fees payable until their membership has been cancelled in accordance with these Terms and Conditions.
- 4.7. Membership fees are non-refundable except where required by law or otherwise approved by the Centre in accordance with these Terms and Conditions.
- 4.8. The Centre reserves the right to suspend or terminate a membership in accordance with Section 5 – Membership Suspension or Section 6 – Membership Termination.

5. Membership Suspension

- 5.1. Direct Debit memberships may be suspended for a maximum of twenty-eight (28) days in each membership anniversary year.
- 5.2. Suspension entitlements do not accumulate, roll over or increase by cancelling and recommencing a membership.
- 5.3. Requests for suspension must be submitted prior to the commencement of the suspension period. Backdated suspensions will not be approved.
- 5.4. Suspension periods are not transferable between members.

6. Membership Termination

- 6.1. The Centre may suspend or terminate a membership immediately where the member:
 - 6.1.1. behaves in a manner that is unsafe, aggressive, abusive, threatening, discriminatory or otherwise inappropriate;

- 6.1.2. breaches these Terms and Conditions, the Conditions of Entry or any reasonable direction issued by Centre staff;
- 6.1.3. fails to maintain required direct debit payments;
- 6.1.4. engages in conduct that adversely affects the safety, wellbeing or enjoyment of other patrons or staff; or
- 6.1.5. engages in conduct that is inconsistent with the Centre's Child Safe Standards or Child Safety Policy.
- 6.2. Memberships terminated for misconduct may be cancelled immediately without refund.
- 6.3. The Centre's determination regarding suspension or termination of membership is final.

7. Payment of Fortnightly Direct Debit | Debitsuccess Direct Debit Request (DDR)

- 7.1. Membership fees are payable in advance and are processed by fortnightly direct debit on Thursdays for the upcoming two (2) week membership period.
- 7.2. Direct debit payments may be made from the member's nominated bank account or by an accepted credit card, including Visa, Mastercard or American Express, subject to the payment options available through Debitsuccess.
- 7.3. Where a membership commences part way through a direct debit cycle, a pro-rata payment will be required. The pro-rata amount will be calculated from the commencement date until the next scheduled fortnightly direct debit.
- 7.4. Depending on the member's financial institution, direct debit transactions may take up to five (5) business days to be processed.
- 7.5. Membership fees are reviewed annually as part of the Centre's adopted Fees and Charges. Direct debit amounts may be adjusted on or after 1 July each financial year. Members will be notified of any fee adjustment in accordance with the Debitsuccess Direct Debit Request (DDR) Service Agreement.
- 7.6. Members must ensure that their nominated payment details remain current and must notify the Centre as soon as practicable of any changes to their bank account, credit card or other payment details. Payment details may be updated through the online member portal or by contacting the Centre.
- 7.7. Members are responsible for ensuring sufficient cleared funds are available in the nominated account on each scheduled direct debit date. Where a scheduled debit falls on a public holiday, processing may occur on the next available business day.
- 7.8. Any unsuccessful direct debit transaction may incur a failed payment fee in accordance with the Debitsuccess Direct Debit Request (DDR) Service Agreement. Any applicable fee will be added to the member's outstanding account balance.
- 7.9. Any outstanding fees or charges resulting from a failed direct debit must be paid before access to the Centre may be reinstated.
- 7.10. Members are responsible for any fees or charges imposed by their financial institution in connection with failed or dishonoured direct debit transactions.
- 7.11. Members must comply with the Debitsuccess Direct Debit Request (DDR) Service Agreement (Schedule F), which forms part of these Terms and Conditions.
- 7.12. Failure to maintain direct debit payments may result in suspension or cancellation of the membership in accordance with these Terms and Conditions.

8. Limited Liability

- 8.1. Members acknowledge that participation in physical activity involves inherent risks and accept responsibility for determining the intensity and suitability of their exercise.
- 8.2. Members are responsible for seeking appropriate medical advice where necessary and for informing the Centre of any change in their medical condition that may affect their ability to participate safely.
- 8.3. To the extent permitted by law, the Centre accepts no responsibility for the loss, theft or damage of personal property brought onto the premises.
- 8.4. Nothing in these Terms and Conditions excludes, restricts or modifies any rights that cannot lawfully be excluded under applicable legislation.

9. Medical Condition

- 9.1. By entering into this Agreement, the member declares that they are medically fit to participate in physical activity or have obtained appropriate medical advice before commencing exercise.
- 9.2. Members acknowledge that they are responsible for monitoring their own health and must immediately cease exercising and seek medical attention if they experience symptoms that may indicate illness or injury.
- 9.3. Members must notify the Centre as soon as practicable of any change in their health that may affect their ability to exercise safely.

10. Pool Closures and Program Changes

- 10.1. The Centre reserves the right to fully or partially close any pool, aquatic area or associated facility without prior notice where reasonably required due to health protocols, contamination events, dangerous weather conditions, emergency situations, scheduled maintenance, operational requirements, competitions, events or booked programs.
- 10.2. Outdoor pools may be temporarily closed during lightning activity, electrical storms or other hazardous weather conditions in accordance with industry guidelines and safety requirements. Pools will only reopen once the Centre determines it is safe to do so.
- 10.3. From time to time, the Centre may amend lane allocations, pool availability, operating hours, class schedules, instructors, programs or access arrangements to accommodate maintenance, competitions, events, operational requirements or other circumstances.
- 10.4. Temporary pool closures, lane reallocations, programming changes, instructor changes, reduced operating hours and temporary access restrictions are considered part of the normal operation of a multi-purpose aquatic and recreation facility.
- 10.5. Except where otherwise required by law or expressly provided for in these Terms and Conditions, refunds, credits, membership extensions or other compensation will not ordinarily be provided in connection with temporary closures, lane reallocations, programming changes or restricted access resulting from the normal operation of the Centre.
- 10.6. Where a significant closure or interruption to services occurs, the Centre may, at its discretion, provide an alternative arrangement, credit or other appropriate remedy.

11. Facility Operations and temporary Closures

- 11.1. The Centre reserves the right to Pool reserves the right to fully or partially close the facility, aquatic areas, gym, studios, program spaces, crèche, or any associated service from time to time due to maintenance works, contamination events, dangerous weather conditions, events, competitions or bookings, operational requirements, staffing requirements, emergencies, safety concerns or any other circumstance considered necessary by Management.
- 11.2. Where a planned closure is anticipated, NSOP will provide affected members with as much notice as reasonably practicable and will endeavour to provide a minimum of seven (7) days' notice where possible.
- 11.3. The Centre will make every reasonable effort to maintain advertised programs and services. However, class timetables, instructors, operating hours, program locations, facility availability and service delivery may be amended from time to time due to staffing requirements, seasonal demand, maintenance activities or other operational requirements.
- 11.4. Where a group fitness class, program or service is cancelled or interrupted due to circumstances within the Centre's control, the Centre may, at its discretion, provide an alternative class, substitute instructor, credit or other appropriate remedy.
- 11.5. Temporary closures, restricted access, amended programming, instructor changes, reduced operating hours, facility reallocations or service interruptions are considered part of the normal operation of a multi-purpose aquatic and recreation facility and may occur from time to time.
- 11.6. Except where otherwise required by law, refunds, membership extensions, credits or other compensation will not ordinarily be provided in connection with temporary closures, restricted access or program changes that form part of the normal operation of the Centre.

- 11.7. The Centre will use reasonable endeavours to minimise disruption to members and, where practicable, will communicate significant operational changes through appropriate communication channels.

12. Personal Training Services

- 12.1. Personal Training services are available exclusively to members with a current and active Centre membership.
- 12.2. Personal Training sessions must be booked directly through the Centre or with an authorised Personal Trainer at mutually agreed dates and times.
- 12.3. Personal Training sessions will commence and conclude at the scheduled times. Sessions will not be extended due to late arrival by the member or interruptions caused by the member, unless otherwise agreed and operationally practicable.
- 12.4. All Personal Training sessions and packages must be paid in full prior to the commencement of the first scheduled session.
- 12.5. Pre-paid Personal Training sessions and packages remain valid for three (3) years from the original date of purchase unless otherwise required by law.
- 12.6. Members must provide a minimum of twelve (12) hours' notice to cancel or reschedule a Personal Training session.
- 12.7. Cancellation or rescheduling requests must be made directly to the Centre or the authorised Personal Trainer by telephone, email or another method approved by the Centre.
- 12.8. Sessions cancelled with less than twelve (12) hours' notice, or where the member fails to attend, will be forfeited unless otherwise approved by the Centre in exceptional circumstances.
- 12.9. Where a Personal Trainer is unavailable due to illness, operational requirements or other unforeseen circumstances, the Centre may provide a substitute trainer or reschedule the session to another mutually agreed time.
- 12.10. Participation in Personal Training is voluntary and undertaken at the member's own risk. Prior to commencing Personal Training, all members must complete the Centre's Pre-Exercise Questionnaire.
- 12.11. Where the Pre-Exercise Questionnaire identifies a potential health risk, the Centre may require the member to obtain medical clearance from a registered medical practitioner before participating in Personal Training or other exercise activities.
- 12.12. Members are responsible for informing the Centre of any illness, injury, pregnancy, medical condition or change in health that may affect their ability to participate safely in Personal Training.
- 12.13. The Centre reserves the right to postpone, modify or discontinue any Personal Training session where, in the reasonable opinion of the Personal Trainer or Centre staff, participation may present an unacceptable risk to the health, safety or wellbeing of the member, trainer or others.
- 12.14. Members are expected to behave respectfully towards Personal Trainers, Centre staff and other patrons at all times. Aggressive, abusive, threatening, discriminatory or inappropriate behaviour may result in the immediate suspension or termination of Personal Training services and, where appropriate, Centre membership, without refund.
- 12.15. Personal Training sessions and packages are non-refundable and non-transferable except where otherwise required by law or approved by the Centre in exceptional circumstances.
- 12.16. In the event of illness, injury or a medical emergency, the Centre may seek such medical treatment, ambulance assistance or emergency services support as it considers reasonably necessary. Any associated costs remain the responsibility of the member.
- 12.17. Personal Trainers may modify prescribed exercise programs where reasonably necessary to reflect the member's goals, physical capacity, medical advice or health status.
- 12.18. While the Centre will endeavour to accommodate requests for a particular Personal Trainer, it cannot guarantee the ongoing availability of any individual trainer.
- 12.19. Members arriving late for a scheduled session will receive the balance of the booked session only. Sessions will conclude at the scheduled finish time to avoid impacting subsequent bookings.

13. Privacy

- 13.1. Personal information collected by the Centre is managed in accordance with applicable privacy legislation and Council's Privacy Management Plan.
- 13.2. Personal information is collected for the purpose of administering memberships, providing services, ensuring participant safety, managing bookings, processing payments and communicating with members.
- 13.3. The Centre may contact members regarding their membership, Centre operations, service updates, safety information, promotions or other matters relevant to the operation of the Centre. Communications may occur by email, SMS, telephone or post. Members may opt out of promotional communications where permitted by law.
- 13.4. CCTV operates throughout parts of the Centre for safety, security, operational and incident management purposes. CCTV footage is managed in accordance with applicable legislation and Council policies.
- 13.5. Members have the right to request access to, or correction of, their personal information in accordance with applicable privacy legislation.

Member Declaration

By signing below, I acknowledge and agree that:

- ☐ I have read and understood the North Sydney Olympic Pool Membership Terms and Conditions.
- ☐ I agree to comply with these Terms and Conditions, the Centre's Conditions of Entry, and all reasonable directions issued by Centre staff.
- ☐ I acknowledge that my membership is subject to these Terms and Conditions and any future amendments made by the Centre.
- ☐ I understand that participation in physical activity and the use of Centre facilities involves inherent risks.
- ☐ I acknowledge that I am responsible for ensuring I am medically fit to participate and will notify the Centre of any change to my health that may affect my safe participation.
- ☐ I acknowledge that I have read the Privacy Collection Notice.

Member Name

Signature

Date

___ / ___ / ____

Parent/Guardian Declaration (Members under 18 years of age)

I am the parent/legal guardian of the applicant and consent to the applicant entering into this Membership Agreement.

Parent/Guardian Name

Signature

Date

___ / ___ / ____

SCHEDULE B - CRÈCHE TERMS AND CONDITIONS

1. General

- 1.1. The Crèche provides short-term child-minding services to support patrons attending the Centre. The Crèche is not an accredited childcare service and does not provide long-day care, preschool or educational programs.
- 1.2. The service is operated by suitably qualified and experienced staff committed to providing a safe, caring, inclusive and child-focused environment for all children attending the Crèche.
- 1.3. All Crèche staff hold a current Working with Children Check, current First Aid certification and any other qualifications or training required by the Centre.
- 1.4. Membership of the North Sydney Olympic Pool is not required to access the Crèche. Non-members may utilise the service while using Centre facilities or visiting approved onsite amenities. A non-swimmer entry fee may apply where a patron is not participating in an exercise activity within the facility.
- 1.5. All persons accessing the Crèche must comply with the Centre's Conditions of Entry and any reasonable direction provided by Centre staff.
- 1.6. Food is not permitted within the Crèche unless approved by Crèche staff for medical, dietary or other approved reasons.
- 1.7. Parents and authorised guardians remain responsible for the welfare of their child at all times and acknowledge that the Crèche provides short-term supervision only.
- 1.8. Centre accepts no responsibility for loss of, theft of, or damage to personal belongings brought into the Crèche.

2. Limitation of Service

- 2.1. The Crèche is provided as a short-term recreational support service for patrons of the Centre and is not an approved education and care service under the Education and Care Services National Law or associated regulations.
- 2.2. The Crèche does not provide long day care, preschool, kindergarten, educational programs, sleep services, developmental assessments or specialised childcare services.
- 2.3. Attendance at the Crèche is limited to the booked session duration and is intended to facilitate a parent or authorised guardian's use of Centre facilities and services.
- 2.4. The Centre does not warrant that the Crèche is suitable for every child and reserves the right to determine whether it can safely accommodate a child's individual care, medical, behavioural or supervision requirements within the operational limits of the service.
- 2.5. Nothing in these Terms and Conditions creates a continuing entitlement to access the Crèche. Access remains subject to availability, staffing levels, operational requirements and compliance with these Terms and Conditions.

3. Bookings

- 3.1. The Crèche provides care for children aged between eight (8) weeks and five (5) years.
- 3.2. Bookings may be made for one (1) or two (2) consecutive hours, up to a maximum of two (2) hours per child per day.
- 3.3. Payment must be made prior to commencement of the booked session.
- 3.4. A completed Registration Form must be submitted prior to a child's first attendance. The Registration Form must include all information reasonably required by the Centre to provide safe and appropriate supervision, including but not limited to medical information, allergies, behavioural considerations, additional support needs, emergency contacts and authorised collection arrangements.
- 3.5. Parents and authorised guardians must ensure all information provided to the Centre remains accurate and up to date and must notify the Centre of any changes as soon as practicable.
- 3.6. Bookings may be made up to seven (7) days in advance through the approved booking system.
- 3.7. The Centre reserves the right to limit, cancel or refuse bookings where required for operational, safety or staffing reasons.

4. Arrival, Attendance and Collection

- 4.1. Parents and authorised guardians must arrive for drop-off and collection at the times specified in the booking.
- 4.2. A late collection fee of \$7.00 will apply where a child is collected after the booked session end time.
- 4.3. A parent or authorised guardian must remain within the Centre premises and be actively using, or visiting, Centre facilities for the duration of the child's attendance at the Crèche.
- 4.4. Children must be signed into and out of the Crèche by a parent or authorised guardian on each visit.
- 4.5. Parents and authorised guardians must remain contactable at all times during their child's attendance and are responsible for monitoring telephone calls, text messages and voice messages.
- 4.6. Where a child is unable to settle within a reasonable period following arrival, Crèche staff may contact the parent or authorised guardian and require the child to be collected.
- 4.7. Unless prior written authorisation has been provided, the person who signs a child into the Crèche must also collect the child.
- 4.8. Children will only be released to a parent, authorised guardian or other person nominated in writing by the parent or authorised guardian.

5. Nappy Changing and Toileting

- 5.1. Children attending the Crèche must arrive with a clean and freshly changed nappy where applicable.
- 5.2. Crèche staff do not undertake nappy changing duties.
- 5.3. Where a child requires a nappy change during a session, the parent or authorised guardian will be contacted and requested to attend the Crèche to undertake the nappy change.
- 5.4. The child may return to the Crèche following completion of the nappy change.
- 5.5. Parents and authorised guardians are responsible for supplying nappies, wipes, spare clothing and any other personal care items required by their child.

6. Parent Requirements

- 6.1. For children under two (2) years of age, parents and authorised guardians must provide:
 - 6.1.1. a pram or stroller suitable for the child's comfort, rest and safety; and
 - 6.1.2. a change of clothing.
- 6.2. For children aged two (2) years and over, parents and authorised guardians must provide:
 - 6.2.1. a clearly labelled water bottle; and
 - 6.2.2. a change of clothing, particularly where the child is toilet training.
- 6.3. All personal belongings should be clearly labelled.

7. Allergies, Medical Conditions and Medication

- 7.1. All allergies, medical conditions, additional support needs and relevant care requirements must be disclosed on the Registration Form.
- 7.2. Parents and authorised guardians must advise Crèche staff at each attendance of any allergy, medical condition or care requirement relevant to the child's wellbeing.
- 7.3. Children diagnosed with asthma or anaphylaxis must provide:
 - 7.3.1. a current medical Action Plan prepared by a registered medical practitioner; and
 - 7.3.2. prescribed medication, including any EpiPen®, asthma reliever medication or other prescribed emergency medication.
- 7.4. Medication will only be administered where:
 - 7.4.1. administration is reasonably required during the booked session;
 - 7.4.2. the medication cannot reasonably be administered outside Crèche operating hours; and
 - 7.4.3. a completed medication administration form has been provided by the parent or authorised guardian.
- 7.5. All medication must be supplied in its original packaging with the child's name and dosage instructions clearly displayed.

- 7.6. Medication will be stored securely and administration records maintained in accordance with Centre procedures.
- 7.7. Parents and authorised guardians are encouraged to administer non-essential medication outside Crèche hours wherever practicable.
- 7.8. Parents and authorised guardians are encouraged to apply SPF50+ sunscreen to their child prior to attendance, particularly where outdoor play activities may occur.
- 7.9. In the event of illness, injury or a medical emergency involving a child, the Centre may seek such medical treatment, ambulance assistance or emergency services support as it considers reasonably necessary.
- 7.10. Any costs associated with medical treatment, ambulance transport or related services remain the responsibility of the parent or authorised guardian.

8. Cancellations and Transfers

- 8.1. Cancellations must be made through the approved booking system no less than twelve (12) hours prior to the commencement of the booked session.
- 8.2. Cancellations made with less than twelve (12) hours' notice, and non-attendance without notice, will be deemed late cancellations and are not eligible for transfer or credit.
- 8.3. Refunds are not available for Crèche bookings.
- 8.4. Where a child is unwell and unable to attend, a request may be made to transfer the booking to an alternative session, subject to availability. Requests must be made on the day of the absence.
- 8.5. Where a booking is cancelled by the Centre for operational reasons, the family will not be considered at fault and the twelve (12) hour notice requirement will not apply.
- 8.6. In such circumstances, the Centre will provide a credit or transfer the booking to an alternative session, subject to availability.
- 8.7. Operational reasons may include, but are not limited to:
 - 8.7.1. staffing shortages;
 - 8.7.2. safety or emergency situations;
 - 8.7.3. building or facility issues;
 - 8.7.4. venue events or bookings; and
 - 8.7.5. unforeseen circumstances affecting required supervision ratios.

9. Health, Illness and Immunisation

- 9.1. The Crèche acknowledges the importance of immunisation programs in reducing the spread of vaccine-preventable diseases. Children who are not immunised are not automatically excluded from attendance.
- 9.2. Children displaying signs or symptoms of illness may be refused entry to the Crèche.
- 9.3. Where a child becomes unwell during a session, the parent or authorised guardian may be contacted and required to collect the child immediately.
- 9.4. Parents and authorised guardians must notify the Crèche as soon as practicable if their child is diagnosed with a notifiable infectious disease by a registered medical practitioner.
- 9.5. The Centre reserves the right to exclude a child from attendance for such period as is considered reasonably necessary to protect the health and wellbeing of other children, patrons and staff, or to comply with public health requirements.
- 9.6. Notifiable infectious diseases may include, but are not limited to:
 - 9.6.1. Diphtheria;
 - 9.6.2. Haemophilus influenzae type b (Hib);
 - 9.6.3. Measles;
 - 9.6.4. Meningococcal disease;
 - 9.6.5. Mumps;
 - 9.6.6. Pertussis (Whooping Cough); and
 - 9.6.7. Poliomyelitis.
- 9.7. NSW Health maintains an up-to-date list of notifiable conditions through its Notifiable Conditions Information Management System.
- 9.8. The Centre may notify NSW Health of applicable conditions where required by law or public health requirements.

10. Emergency Procedures

- 10.1. In the event of an emergency evacuation or other emergency situation, parents and authorised guardians must comply with all directions issued by Centre staff and emergency services personnel.
- 10.2. Crèche staff will implement emergency procedures and relocate children to the designated assembly area or other safe location as required.
- 10.3. Parents and authorised guardians must not attempt to enter the Crèche during an evacuation or emergency situation unless directed to do so by authorised personnel.
- 10.4. Children may only be collected once all persons have been accounted for and clearance has been provided by Centre staff or emergency services personnel.
- 10.5. All children must be formally signed out prior to leaving the Centre.

11. Child Safety, Conduct and Service Access

- 11.1. The Crèche is committed to providing a safe, inclusive and child-focused environment consistent with the NSW Child Safe Standards.
- 11.2. All staff participate in child safety, safeguarding and mandatory reporting training.
- 11.3. Children's wellbeing, dignity, comfort and personal boundaries will be respected at all times.
- 11.4. Any assistance provided by staff, including comforting, settling or supporting children during play activities, will be undertaken in a professional, age-appropriate and respectful manner.
- 11.5. Parents and authorised guardians must provide all information relevant to the safe supervision and care of their child, including any medical, behavioural, developmental or additional support requirements.
- 11.6. Any concerns regarding the safety or wellbeing of a child will be managed in accordance with applicable child protection legislation, child safe requirements and mandatory reporting obligations.
- 11.7. The Centre reserves the right to refuse or discontinue a child's attendance where:
 - 11.7.1. the child is unwell or displays symptoms of illness;
 - 11.7.2. required information has not been provided;
 - 11.7.3. the child's behaviour presents a risk to themselves, other children or staff; or
 - 11.7.4. the Centre reasonably determines that it cannot safely meet the child's care, medical, behavioural or supervision requirements within the operational limits of the service.
- 11.8. The Centre may refuse entry, suspend access to the Crèche or direct any person to leave the premises where their conduct is unsafe, inappropriate, disruptive, abusive, threatening or otherwise places, or is likely to place, children, patrons or staff at risk.

12. Privacy and Surveillance

- 12.1. information collected in connection with the Crèche will be managed in accordance with applicable privacy legislation and Council's Privacy Management Plan.
- 12.2. Personal information is collected for the purpose of administering bookings, ensuring the safety and wellbeing of children, managing emergencies and providing Crèche services.
- 12.3. The Centre may utilise closed circuit television (CCTV) within and around the facility for safety, security, operational, incident management and child protection purposes.
- 12.4. CCTV footage may be collected, stored, accessed, used and disclosed in accordance with applicable legislation, Council policies and lawful requests from authorised agencies.
- 12.5. By utilising the Crèche, parents and authorised guardians acknowledge that CCTV may operate within areas of the facility and consent to the collection and management of personal information in accordance with this clause and Council's Privacy Management Plan.

Declaration

By signing below, I acknowledge and agree that:

- ☐ I have read and understood these Terms and Conditions.
- ☐ I agree to comply with these Terms and Conditions and the Centre's Conditions of Entry.
- ☐ I understand that participation in aquatic and recreation activities involves inherent risks.
- ☐ I agree to follow all reasonable directions issued by Centre staff.
- ☐ I acknowledge that I have provided accurate and complete information and will notify the Centre of any changes relevant to my participation.
- ☐ I acknowledge that I have read the Privacy Collection Notice.

Participant / Parent / Hirer Name

Signature

Date

____ / ____ / _____

SCHEDULE C - BIRTHDAY PARTIES TERMS AND CONDITIONS

1. General

- 1.1. All participants, parents, guardians and guests must comply with the North Sydney Olympic Pool (NSOP) Conditions of Entry and any reasonable direction provided by NSOP staff. The Conditions of Entry are displayed throughout the facility.
- 1.2. Upon arrival at NSOP, all party participants must report to Reception. The balance of the party booking fee must be paid in full prior to commencement of the party. Once payment has been finalised, a Duty Manager or designated staff member will escort participants and supervising adults to the allocated party area.
- 1.3. These Terms and Conditions apply to all birthday party bookings conducted at NSOP. By confirming a booking, the booking holder acknowledges that they have read, understood and agree to comply with these Terms and Conditions.
- 1.4. The booking holder is responsible for ensuring all attending parents, guardians, supervising adults and participants are aware of, and comply with, these Terms and Conditions,

2. Party Booking and Eligibility

- 2.1. Birthday parties are available for children aged between six (6) and fourteen (14) years.
- 2.2. The maximum party size is twenty (20) children unless otherwise approved in writing by NSOP.
- 2.3. Party bookings are for a duration of one hundred and twenty (120) minutes and include approximately forty-five (45) to sixty (60) minutes of inflatable pool activities, subject to operational requirements and availability.
- 2.4. A non-refundable deposit of \$100 must be paid within two (2) business days of making the booking. Failure to pay the deposit may result in cancellation of the booking without further notice.
- 2.5. Final participant numbers, supervising adults, catering requirements, dietary requirements, allergies, medical conditions and any special requirements must be confirmed no later than the Monday preceding the party.
- 2.6. Once the final invoice has been issued, no reductions to participant numbers, catering requirements or party inclusions will be accepted.
- 2.7. Charges will be based on the final participant numbers confirmed prior to issue of the invoice, regardless of actual attendance on the day.
- 2.8. NSOP reserves the right to limit, refuse or cancel bookings where necessary for operational, staffing, safety or venue management reasons.
- 2.9. Additional adults attending the party may be required to pay the applicable spectator entry fee or swim entry fee in accordance with the current Fees and Charges. Parents or guardians of the birthday child are admitted free of charge.

3. Supervision and Duty of Care

- 3.1. Parent or guardian supervision in the water is mandatory at all times.
- 3.2. The following minimum adult-to-child supervision ratios must be maintained:
 - 3.2.1. Children aged 6–10 years: one (1) supervising adult for every five (5) children.
 - 3.2.2. Children aged 11–14 years: one (1) supervising adult for every ten (10) children.
- 3.3. A minimum of two (2) supervising adults must be present in the water at all times during aquatic activities.
- 3.4. Supervising adults must remain in close proximity to the children in their care and comply with all directions issued by NSOP staff.
- 3.5. NSOP lifeguards provide general aquatic supervision and emergency response services. Lifeguards do not assume responsibility for the active supervision of children attending a birthday party, which remains the responsibility of the supervising adults.
- 3.6. NSOP reserves the right to suspend or discontinue any activity where required supervision ratios are not maintained.

4. Inflatable Use and Aquatic Safety

- 4.1. Inflatable activities are supervised by NSOP staff and are subject to all applicable aquatic safety requirements.
- 4.2. Participants must comply with all safety instructions provided by staff, including but not limited to:
 - 4.2.1. no pushing, diving, wrestling or rough play;
 - 4.2.2. moving in the designated direction on the inflatable;
 - 4.2.3. waiting for staff instruction before commencing activities; and
 - 4.2.4. complying with any participant limits or restrictions imposed by staff.
- 4.3. Participants must be able to demonstrate a reasonable level of swimming ability, as determined by NSOP staff, before being permitted to use the inflatable.
- 4.4. NSOP may pause, modify or cease inflatable activities at any time where safety cannot be maintained or where required for operational reasons.
- 4.5. While every effort will be made to provide access to the inflatable, NSOP cannot guarantee that the inflatable will be available or operational at the time of the booking. Availability may be affected by weather conditions, maintenance requirements, operational considerations, safety concerns or mechanical failure.
- 4.6. Participants who are unwell, injured, unable to participate safely, unable to demonstrate an appropriate level of swimming ability, or who fail to comply with staff directions may be excluded from inflatable activities.
- 4.7. Where inflatable activities are unavailable, NSOP may provide alternative activities at its discretion. Alternative activities are not guaranteed.

5. Party Room Use

- 5.1. Participants must be completely towelled dry before entering the party room.
- 5.2. Wet swimwear that is dripping water, unsafe behaviour, running, climbing on furniture or other inappropriate conduct is not permitted within the party room.
- 5.3. Food and beverages must remain within the designated party room unless otherwise approved by NSOP staff.
- 5.4. The booking holder is responsible for ensuring the party room is left in a reasonable condition following the party.
- 5.5. NSOP reserves the right to recover costs associated with excessive cleaning, damage, repair or replacement of Centre property resulting from the party.

6. Food and Catering

- 6.1. Catering may be arranged through NSOP. Families may also provide their own food and refreshments, subject to compliance with these Terms and Conditions.
- 6.2. The booking holder is responsible for advising NSOP of any dietary requirements, food allergies or medical conditions relevant to party participants.
- 6.3. NSOP cannot guarantee an allergen-free environment.
- 6.4. Any externally supplied food must be consumed within the designated party room and comply with any venue safety or operational requirements.
- 6.5. Food supplied by external providers remains the responsibility of the booking holder, who must ensure appropriate food handling and storage practices are observed.

7. What to Bring

- 7.1. Participants should bring:
 - 7.1.1. appropriate swimwear;
 - 7.1.2. a towel;
 - 7.1.3. enclosed footwear or suitable footwear for moving around the facility; and
 - 7.1.4. optional swimming goggles.
- 7.2. Parents and guardians are responsible for ensuring children arrive appropriately prepared for aquatic activities.

8. Conduct and Behaviour

- 8.1. Participants and guests must comply with all venue rules, safety requirements and staff directions at all times.
- 8.2. NSOP reserves the right to remove any participant from an activity or direct any person to leave the facility where behaviour is unsafe, inappropriate, disruptive, abusive or otherwise presents a risk to the safety or enjoyment of others.
- 8.3. Removal from an activity or the facility due to behavioural issues will not entitle the participant or booking holder to a refund.

9. Safety, First Aid and Incident Management

- 9.1. Qualified lifeguards will be on duty during all aquatic activities.
- 9.2. Any injury, illness, hazard, incident or near miss must be reported to NSOP staff immediately.
- 9.3. Personal belongings remain the responsibility of participants and guests. NSOP accepts no responsibility for loss, theft or damage to personal property.
- 9.4. Children who are unwell or displaying symptoms of illness should not attend and may be refused entry.
- 9.5. In the event of illness, injury or a medical emergency involving a participant, NSOP may seek such medical treatment, ambulance assistance or emergency services support as it considers reasonably necessary.
- 9.6. Any costs associated with medical treatment, ambulance transport or related services remain the responsibility of the participant or their parent or guardian.

10. Changes, Cancellations and Weather

- 10.1. Cancellation requests must be submitted in writing.
- 10.2. Cancellations received fourteen (14) days or more prior to the party date will be eligible for a full refund, including the deposit.
- 10.3. Cancellations received less than fourteen (14) days prior to the party date will result in forfeiture of the deposit.
- 10.4. NSOP may modify, relocate, suspend or cancel aquatic activities, including inflatable activities, where safety cannot be maintained due to participant behaviour, weather, water quality, maintenance requirements or operational considerations.
- 10.5. Where possible, alternative activities may be offered. However, refunds are not guaranteed where activities are shortened, modified or suspended due to safety or operational requirements.
- 10.6. Birthday parties may be cancelled, modified or rescheduled where the venue is fully or partially closed due to events, maintenance works, operational requirements, extreme weather, emergencies, safety concerns or other unforeseen circumstances.
- 10.7. NSOP will provide affected customers with as much notice as reasonably practicable and will endeavour to provide a minimum of seven (7) days' notice where a planned closure is known in advance.
- 10.8. Where a party is unable to proceed due to a venue closure initiated by NSOP, the booking holder will be offered either of the following, as determined by NSOP Management having regard to the circumstances of the cancellation:
 - 10.8.1. a transfer to an alternative date, subject to availability;
 - 10.8.2. a credit for future use; or
 - 10.8.3. a refund,
- 10.9. NSOP will not be liable for any external costs, third-party bookings or arrangements associated with the cancellation, postponement or rescheduling of a party.

11. Assumption of Risk and Liability

- 11.1. Participation in aquatic and recreational activities involves inherent risks, including the risk of injury.
- 11.2. By attending a birthday party at NSOP, parents and guardians acknowledge these risks and accept responsibility for supervising the children in their care in accordance with these Terms and Conditions.
- 11.3. Participants must comply with all Centre rules, signage, safety requirements and staff directions.

- 11.4. To the extent permitted by law, NSOP will not be responsible for loss, damage, injury or expense arising from:
- 11.4.1. failure to comply with these Terms and Conditions;
 - 11.4.2. failure to comply with supervision requirements;
 - 11.4.3. failure to follow staff directions;
 - 11.4.4. misuse of equipment or facilities; or
 - 11.4.5. participation in activities contrary to advice or directions provided by NSOP staff.
- 11.5. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded under applicable consumer protection legislation.

12. Privacy and Photography

- 12.1. Personal information collected in connection with a birthday party booking will be managed in accordance with applicable privacy legislation and Council's Privacy Management Plan.
- 12.2. CCTV operates throughout parts of the facility for safety, security, operational and incident management purposes.
- 12.3. Parents and guardians are responsible for obtaining any permissions they consider necessary before photographing or filming children who are not under their care.
- 12.4. NSOP reserves the right to restrict photography or filming where considered necessary to protect the privacy, safety or wellbeing of patrons.

13. Acceptance

- 13.1. By confirming a birthday party booking, the booking holder acknowledges that they have read, understood and agree to comply with these Terms and Conditions.
- 13.2. The booking holder agrees to communicate all relevant venue rules, safety requirements and conditions to attending parents, guardians, supervising adults and participants.
- 13.3. Participation in the birthday party constitutes acceptance of these Terms and Conditions by all attendees.

Declaration

By signing below, I acknowledge and agree that:

- ☐ I have read and understood these Terms and Conditions.
- ☐ I agree to comply with these Terms and Conditions and the Centre's Conditions of Entry.
- ☐ I understand that participation in aquatic and recreation activities involves inherent risks.
- ☐ I agree to follow all reasonable directions issued by Centre staff.
- ☐ I acknowledge that I have provided accurate and complete information and will notify the Centre of any changes relevant to my participation.
- ☐ I acknowledge that I have read the Privacy Collection Notice.

Participant / Parent / Hirer Name

Signature

Date

____/____/____

SCHEDULE D - LEARN TO SWIM AND SQUAD PROGRAMS TERMS AND CONDITIONS

1. General

- 1.1. All participants, parents and guardians must comply with the North Sydney Olympic Pool (NSOP) Conditions of Entry and any reasonable direction provided by NSOP staff. The Conditions of Entry are displayed throughout the facility.

2. Learn to Swim and Squad Enrolment

- 2.1. The Learn to Swim and Squad Programs operate as a perpetual, year-round program, pausing only on Public Holidays and during the annual December/January shutdown period, the dates of which will be advised by the Centre each year.
- 2.2. No fees will be charged for classes scheduled during approved program suspension periods, including Public Holidays and the annual shutdown period.
- 2.3. All Learn to Swim and Squad enrolments are paid via fortnightly direct debit processed through the nominated payer account.
- 2.4. Enrolments remain ongoing until cancelled in accordance with these Terms and Conditions and do not automatically cease at the completion of a school term, calendar year, swimming level or squad progression stage.
- 2.5. The Centre reserves the right to assess and reallocate participants to a different class or squad level where considered necessary to ensure appropriate skill progression, safety or program suitability.

3. Payment of Fortnightly Direct Debit | Debit Success Direct Debit Request (DDR) Service Agreement

- 3.1. All Swim School fees are payable in advance and are processed via fortnightly direct debit on Thursdays for the upcoming two (2) week lesson period.
- 3.2. Where enrolment commences part way through a direct debit cycle, a pro-rata payment may be required prior to the participant's first lesson.
- 3.3. By accepting the Debit Success Direct Debit Request Service Agreement, the patron authorises ongoing direct debit payments at the agreed frequency until the enrolment is formally cancelled in accordance with these Terms and Conditions. Depending on the patron's financial institution, direct debit transactions may take up to five (5) business days to be processed.
- 3.4. The Centre reviews its fees and charges annually. Direct debit fees may be adjusted on or after 1 July each financial year in accordance with the adopted Fees and Charges.
- 3.5. Members must notify the Centre of any changes to their nominated financial institution or account details.
- 3.6. Any unsuccessful direct debit transaction may incur a failed payment fee, which will be added to the outstanding balance.
- 3.7. Any outstanding amounts resulting from failed payments must be paid before participation in lessons or access to applicable program benefits is permitted.
- 3.8. Direct debit charges will continue to be processed against the nominated payment method until alternative payment details are provided or the enrolment is cancelled.
- 3.9. Any bank fees, merchant fees or associated charges remain the responsibility of the member.
- 3.10. The member is responsible for:
 - 3.10.1. ensuring the nominated bank account is valid and able to accept direct debit transactions;
 - 3.10.2. paying any applicable pro-rata amount upon commencement of enrolment;
 - 3.10.3. notifying the Centre of any changes to financial details;
 - 3.10.4. ensuring sufficient funds are available on the scheduled direct debit date;
 - 3.10.5. ensuring all outstanding fees are paid when due; and
 - 3.10.6. complying with the Debit Success Direct Debit Request Service Agreement and these Terms and Conditions.
- 3.11. If two (2) or more consecutive direct debit payments are unsuccessful, the Centre may suspend or cancel the enrolment without further notice.

4. Make-Up Classes

- 4.1. Each enrolled student is entitled to a maximum of eight (8) make-up classes per enrolment anniversary year.
- 4.2. To be eligible for a make-up class, an absence must be recorded through the patron portal or notified to the Swim School by email at least twelve (12) hours prior to the scheduled lesson commencement time.
- 4.3. Eligible make-up classes may be booked through the patron portal up to fourteen (14) days in advance and are subject to availability.
- 4.4. Absences notified less than twelve (12) hours prior to the scheduled lesson, or non-attendance without notice, are not eligible for a make-up class.
- 4.5. Make-up classes must be used within the same calendar year in which they are accrued and cannot be transferred to another participant, exchanged for cash, credited to an account, extended beyond the applicable period, or carried forward to a subsequent year.
- 4.6. Any unused make-up classes are forfeited upon cancellation, suspension or termination of an enrolment.
- 4.7. A make-up class booking may be amended or cancelled through the patron portal up to twelve (12) hours prior to the scheduled make-up class time, subject to availability.
- 4.8. Missed make-up classes are forfeited and will not be replaced unless otherwise approved by Swim School Management in exceptional circumstances.
- 4.9. The Centre reserves the right to amend, reschedule or cancel a make-up class where required for operational, safety or programming reasons. Where this occurs, the make-up class entitlement will be returned to the participant's account.

5. Illness and Extended Absences

- 5.1. Students must not attend lessons or training sessions if they are unwell, injured or displaying symptoms of a contagious illness.
- 5.2. The Centre reserves the right to refuse participation to any student displaying signs or symptoms of illness, injury or any condition that may present a risk to the health, safety or wellbeing of staff, participants or other patrons.
- 5.3. Parents and guardians are encouraged to notify the Swim School of any illness, injury or medical condition that may affect a student's participation.
- 5.4. Where a student will be absent for a period exceeding four (4) consecutive weeks due to illness, injury, holidays or other circumstances, the patron must contact the Swim School directly to discuss available options.
- 5.5. Unless otherwise approved by Swim School Management, direct debit payments and enrolment obligations will continue during periods of absence.

6. Cancellations

- 6.1. Swim School enrolments may be cancelled by patrons at any time, provided a minimum of forty-eight (48) hours' notice is given. All cancellation requests must be submitted in writing and received no later than 11:59pm on the Monday immediately preceding the next scheduled direct debit date.
- 6.2. Cancellation requests received with less than forty-eight (48) hours' notice may result in one additional fortnightly direct debit being processed.
- 6.3. Cancellation requests will not be considered effective until acknowledged by the Centre and all outstanding fees and charges have been paid in full.
- 6.4. Patrons will receive written confirmation once the cancellation has been processed.
- 6.5. Refunds, credits or make-up classes will not be provided for lessons missed prior to the submission of a cancellation request.
- 6.6. Swim School Management reserves the right to suspend or cancel an enrolment for reasons including, but not limited to:
 - 6.6.1. conduct that jeopardises the safety or wellbeing of participants, staff or patrons;
 - 6.6.2. aggressive, disruptive, inappropriate or abusive behaviour towards staff or patrons;
 - 6.6.3. behaviour inconsistent with the Centre's Child Safe Standards or Child Safety Policy;
 - 6.6.4. failure to comply with the Conditions of Entry, program rules or staff directions;
 - 6.6.5. two (2) or more consecutive failed direct debit payments; or
 - 6.6.6. any other circumstance where Management reasonably determines that continued participation is not appropriate.

- 6.7. Enrolments cancelled due to misconduct, safety concerns or serious breaches of these Terms and Conditions may be terminated immediately and any associated entitlements forfeited without refund.
- 6.8. The Centre reserves the right to recover any outstanding fees or charges owing at the time of cancellation.
- 6.9. Cancellation of an enrolment does not affect any liability incurred by the patron prior to the effective cancellation date.

7. Changes to Bookings and Programs

- 7.1. The Centre will make every reasonable effort to maintain consistent programming. However, lesson times, timetables, instructors, class structures, program content and pool allocations may be amended from time to time due to staffing requirements, seasonal changes, enrolment demand, operational requirements, maintenance activities or other circumstances beyond the Centre's control.
- 7.2. Refunds, credits and make-up classes will not be issued as a result of instructor changes, pool relocations or other program adjustments made by the Centre.
- 7.3. Requests to transfer, amend or change bookings must be submitted to Swim School Administration at least seven (7) days in advance and cannot be processed through the online portal.
- 7.4. The Centre reserves the right to alter lesson times, instructors, class structures, program content, pool allocations or teaching methodologies where reasonably required for operational, safety or programming purposes.

8. Credits and Refunds

- 8.1. Credits and refunds may only be approved by the NSOP Management Team.
- 8.2. Credits or refunds will only be considered in exceptional circumstances, including major illness, hospitalisation supported by appropriate medical evidence, Centre-initiated program cancellations, or other circumstances approved by the NSOP Management Team.
- 8.3. Requests for credits or refunds must be submitted in writing and may be subject to the provision of supporting documentation.
- 8.4. Unless otherwise required by law or expressly provided for within these Terms and Conditions, credits and refunds will not be granted for missed lessons, change of mind, scheduling conflicts, or non-attendance.

9. Swimwear Requirements

- 9.1. In the interests of public health, safety and water quality, all participants must wear appropriate swimwear while participating in Learn to Swim and Squad Programs.
- 9.2. Children under four (4) years of age must wear an approved swim nappy with a securely fitted aqua pant over the top.
- 9.3. Underwear, regular nappies, boxer shorts, denim garments, or other inappropriate outerwear are not permitted in the water.
- 9.4. Swimming briefs must be worn underneath boardshorts where applicable.
- 9.5. Children's swimwear must be appropriately fitted. Loose, excessively baggy or sagging garments are not permitted.
- 9.6. The Centre reserves the right to refuse water access or direct a participant to leave the water where appropriate swimwear is not worn.

10. Pool Access

- 10.1. Access for Learn to Swim students and their families is permitted no earlier than thirty (30) minutes prior to the student's scheduled lesson commencement time.
- 10.2. Recreational swimming, aqua play or general pool use before or after lessons is not included as part of Learn to Swim or Squad enrolment fees.
- 10.3. Recreational swimming or aqua play may only occur where the applicable general entry fee has been paid and all Conditions of Entry are complied with.
- 10.4. Students must exit the water promptly following completion of their lesson unless they have paid the applicable general entry fee.

- 10.5. Parents and guardians are responsible for ensuring compliance with these access conditions and any directions issued by Centre staff.

11. Photography

- 11.1. Photography, video recording and live streaming are prohibited during Learn to Swim lessons and Squad training sessions unless expressly authorised by NSOP Management.
- 11.2. This restriction is in place to protect the privacy, safety and wellbeing of children, participants and staff.
- 11.3. Further information is contained within the NSOP Photography and Videography – Terms and Conditions (Section 6).

12. Pool Closures

- 12.1. NSOP reserves the right to close any pool, aquatic area or associated facility without notice where required due to health protocols, contamination events, dangerous weather conditions, emergency situations, scheduled maintenance, operational requirements or booked programs.
- 12.2. Outdoor pools may be closed during lightning activity, electrical storms or other hazardous weather conditions in accordance with industry guidelines and safety requirements.
- 12.3. Where a Learn to Swim lesson is unable to proceed due to a pool closure initiated by the Centre, a credit will be applied to the applicable customer account in accordance with Centre procedures.
- 12.4. For Squad programs, any make-up session, alternative training arrangement, credit or other compensation will be determined solely at the discretion of NSOP Management and communicated directly to affected members and families.
- 12.5. Temporary closures, restricted access, altered programming or reduced operating hours may occur from time to time and form part of the normal operation of an aquatic facility.

13. Venue and Facility Closures – Learn to Swim and Squad Programs

- 13.1. The Centre reserves the right to fully or partially close the venue, aquatic areas, change facilities, program spaces or associated facilities from time to time due to events, competitions, maintenance works, operational requirements, safety concerns, staffing requirements, emergency situations or any other circumstance considered necessary by Management.
- 13.2. Where a Learn to Swim lesson is unable to proceed due to a venue or program closure initiated by the Centre, a credit will be applied to the applicable customer account in accordance with Centre procedures.
- 13.3. For Squad programs, any make-up session, alternative training arrangement, credit or other compensation will be determined solely at the discretion of NSOP Management and communicated directly to affected members and families.
- 13.4. The Centre will provide affected participants with as much notice as reasonably practicable regarding any planned or anticipated closure and will endeavour to provide a minimum of seven (7) days' notice where possible.
- 13.5. Temporary closures, restricted access, amended programming, reduced operating hours, lane reallocations and modified service delivery are considered part of the normal operation of an aquatic facility and may occur from time to time.
- 13.6. To the extent permitted by law, the Centre will not be liable for any loss, expense or inconvenience arising from a temporary closure, program modification or restricted access to facilities.

14. Parental Supervision

- 14.1. Students enrolled in Seashells to Sharks classes conducted within the indoor aquatic areas must be accompanied by a parent or guardian at all times while attending the Centre.
- 14.2. Children under three (3) years of age will not be permitted to participate unless a parent or guardian is present and in the water for the duration of the lesson.
- 14.3. For structured lessons, squad training sessions and programs conducted within the 50-metre outdoor pool, supervision is provided by qualified instructors and lifeguards during the scheduled lesson period. Parental supervision is not required once the child has been formally signed into the program.

- 14.4. Parents and guardians remain responsible for the supervision and care of children before the commencement of lessons, after the completion of lessons and at all times outside structured program delivery.
- 14.5. Parents and guardians must provide accurate and current medical information relevant to the student's participation and must notify the Swim School of any changes as soon as practicable.
- 14.6. Participation in Learn to Swim and Squad Programs is undertaken at the participant's own risk. Nothing in these Terms and Conditions excludes any rights or remedies that cannot be excluded under applicable law.
- 14.7. Patrons must comply with Royal Life Saving's Keep Watch at Public Pools guidelines and any other applicable supervision requirements outside structured lessons and training sessions.

15. Child Safety and Contact Teaching

- 15.1. The Centre is committed to providing a safe, inclusive and child-centred environment in accordance with the NSW Child Safe Standards, applicable child protection legislation and North Sydney Council's Child Safety Policy.
- 15.2. All staff working with children hold valid Working with Children Checks and undertake mandatory child safety, safeguarding and professional conduct training.
- 15.3. Parents and guardians acknowledge that contact teaching is a normal and necessary component of effective swimming instruction. This may include brief and appropriate physical contact to support skill development, ensure safety, assist with buoyancy and body positioning, or demonstrate aquatic rescue techniques.
- 15.4. Where practicable, staff will explain the purpose of any physical contact before it occurs and will ensure such contact remains appropriate, respectful and proportionate to the teaching or safety objective.
- 15.5. All contact teaching will be undertaken in accordance with recognised industry practice, the North Sydney Council Child Safety Policy and the NSW Child Safe Standards.
- 15.6. Parents and guardians are responsible for informing the Swim School of any concerns regarding their child's wellbeing, medical requirements, additional support needs, cultural considerations or sensitivities that may influence safe participation.
- 15.7. Any conduct that may compromise child safety, including inappropriate behaviour by participants, patrons, visitors, contractors or staff, will be treated seriously and managed in accordance with applicable legislation, Council policies and mandatory reporting obligations.
- 15.8. The Centre reserves the right to take immediate action where child safety concerns arise, including suspension or removal from programs or facilities and referral to relevant authorities where required.
- 15.9. In the event of illness, injury or a medical emergency involving a participant, the Centre may seek such medical treatment, ambulance assistance or emergency services support as it considers reasonably necessary.
- 15.10. Any costs associated with medical treatment, ambulance transport or related services remain the responsibility of the participant or their parent or guardian.

Declaration

By signing below, I acknowledge and agree that:

- ☐ I have read and understood these Terms and Conditions.
- ☐ I agree to comply with these Terms and Conditions and the Centre's Conditions of Entry.
- ☐ I understand that participation in aquatic and recreation activities involves inherent risks.
- ☐ I agree to follow all reasonable directions issued by Centre staff.

☐ I acknowledge that I have provided accurate and complete information and will notify the Centre of any changes relevant to my participation.

☐ I acknowledge that I have read the Privacy Collection Notice.

Participant / Parent / Hirer Name

Signature

Date

____ / ____ / _____

SCHEDULE E - VENUE AND POOL HIRER TERMS AND CONDITIONS

1. General

- 1.1. The Hirer, its employees, contractors, volunteers, participants and attendees must comply with the North Sydney Olympic Pool (NSOP) Conditions of Entry and any reasonable direction provided by NSOP staff.
- 1.2. The Hirer must maintain Public Liability Insurance with a minimum cover of twenty million dollars (\$20,000,000) for the duration of the hire period. A current Certificate of Currency must be provided prior to confirmation of the booking and upon request by NSOP.
- 1.3. The Hirer must execute the required Indemnity Agreement and indemnify NSOP, North Sydney Council, their employees, agents and contractors against all actions, claims, proceedings, demands, losses, damages, liabilities, costs and expenses arising from, or in connection with, the Hirer's use of the facility, except to the extent caused by the negligence of NSOP or North Sydney Council.
- 1.4. The Hirer acknowledges that participation in aquatic and recreational activities involves inherent risks and accepts responsibility for managing those risks in accordance with these Terms and Conditions.
- 1.5. The Hirer is responsible for the conduct, supervision and safety of all persons attending the activity conducted under the hire agreement.

2. Hirer Obligations

- 2.1. The sale, supply or consumption of alcohol is prohibited unless expressly approved in writing by Council and limited to designated areas.
- 2.2. All advertising, promotional, sponsorship, branding and commercial rights relating to the facility remain reserved to Council unless otherwise approved in writing.
- 2.3. The Hirer is responsible for any loss, damage, repair or reinstatement costs arising from the actions of the Hirer, participants, contractors, volunteers or attendees.
- 2.4. Any incident requiring first aid, emergency response, evacuation or medical assistance must be reported immediately to the Duty Manager, Lifeguard or Centre staff.
- 2.5. The Hirer must comply with all reasonable directions issued by the Duty Manager, Lifeguards or Centre staff.
- 2.6. The Hirer is responsible for ensuring all participants comply with the Conditions of Entry and any applicable laws, regulations, policies and safety requirements.
- 2.7. The Hirer must obtain any licences, permits, approvals or consents required in connection with the activity being conducted.
- 2.8. Unless otherwise approved in writing by Council, the hire of NSOP facilities does not grant the Hirer any right to undertake commercial activities within the facility.
- 2.9. Commercial activities include, but are not limited to:
 - 2.9.1. coaching, instruction or training provided for a fee;
 - 2.9.2. ticketed events or competitions;
 - 2.9.3. sponsorship activations or promotional activities;
 - 2.9.4. the sale or promotion of goods, merchandise, food, beverages or services;
 - 2.9.5. fundraising activities;
 - 2.9.6. commercial filming or photography; and
 - 2.9.7. any activity conducted for financial gain or commercial benefit.
- 2.10. The Hirer must obtain Council's prior written approval before undertaking any commercial activity, sponsorship activation, product promotion, filming, photography, merchandising or revenue-generating activity within the facility.
- 2.11. Any sponsorship signage, banners, promotional materials, temporary branding or advertising displays must be approved by Council prior to installation or use.
- 2.12. Council reserves the right to refuse, restrict or remove any commercial activity, signage, sponsorship material, display, promotion or activation that is considered inconsistent with the operation, reputation, safety, amenity or commercial interests of the facility.

- 2.13. Approval to conduct a commercial activity may be subject to additional fees, permit requirements, insurance requirements, operating conditions or licence agreements as determined by Council.
- 2.14. The Hirer must not represent, imply or otherwise suggest that Council, North Sydney Olympic Pool or North Sydney Council endorses, sponsors or supports any organisation, product, service or activity without prior written approval.
- 2.15. Council reserves the right to require the immediate cessation of any unauthorised commercial activity and may suspend or terminate the hire agreement where a Hirer fails to comply with this clause.

3. Risk Assessment

- 3.1. The Hirer must prepare and submit a written Risk Assessment and Risk Management Plan for the proposed activity where requested by NSOP or where the activity presents an elevated risk.
- 3.2. The Risk Assessment must identify foreseeable risks associated with the activity and include appropriate control measures to eliminate or minimise those risks.
- 3.3. The Hirer acknowledges responsibility for implementing and monitoring all identified risk controls during the hire period.
- 3.4. NSOP may refuse, suspend or cancel a booking where an adequate Risk Assessment has not been provided or where identified risks cannot be managed to the satisfaction of NSOP.

4. Emergency Procedures

- 4.1. NSOP staff retain responsibility for the management of all emergency situations occurring within the facility.
- 4.2. In the event of an emergency, all participants, officials, volunteers and spectators must immediately comply with directions issued by the Duty Manager, Lifeguards, emergency services personnel or other authorised staff.
- 4.3. The Hirer must ensure participants are familiar with emergency evacuation procedures and designated assembly areas.

5. Electrical Storms and Hazardous Weather

- 5.1. During electrical storms, lightning activity or other hazardous weather conditions, NSOP may suspend aquatic activities and direct all patrons to leave the water immediately.
- 5.2. Participants must not re-enter the water until authorised by NSOP staff.
- 5.3. Decisions relating to weather-related closures or suspensions are at the sole discretion of NSOP.

6. Water Safety and Supervision

- 6.1. For pool hire bookings, NSOP will provide the minimum lifeguard supervision required under applicable legislation and industry standards.
- 6.2. NSOP lifeguards provide general aquatic supervision and emergency response services and do not assume responsibility for participant supervision or program delivery.
- 6.3. The Hirer remains responsible for providing appropriate supervision, instructors, coaches, officials, water safety personnel or other resources necessary to ensure participant safety.
- 6.4. Additional lifeguards or water safety personnel may be required by NSOP depending on the nature of the activity. Any associated costs will be borne by the Hirer.
- 6.5. NSOP reserves the right to suspend or terminate an activity where adequate supervision or water safety measures are not maintained.

7. Property, Equipment and Walkways

- 7.1. To minimise the risk of slips, trips and falls and to ensure safe emergency access, the Hirer must:
 - 7.1.1. keep all walkways, exits and emergency access routes clear at all times;
 - 7.1.2. ensure the facility and surrounding areas are left in a clean and tidy condition at the conclusion of the hire period;
 - 7.1.3. dispose of all waste in designated waste receptacles;
 - 7.1.4. return any hired or supplied equipment in good condition; and

- 7.1.5. remove all temporary equipment, signage and event materials unless otherwise approved.
- 7.2. NSOP may recover costs associated with cleaning, waste removal, repairs, reinstatement or replacement of damaged property.

8. Child Supervision

- 8.1. NSOP supports Royal Life Saving Australia's Keep Watch program and expects all Hirers to promote and enforce appropriate supervision of children.
- 8.2. The Keep Watch guidelines include:
 - 8.2.1. Children aged 0–5 years and non-swimmers must remain within arm's reach of a responsible adult.
 - 8.2.2. Children aged 6–10 years and weak swimmers must be closely supervised with continuous visual contact maintained.
 - 8.2.3. Children aged 11–14 years must remain under active supervision with regular visual monitoring by a responsible adult.
- 8.3. The Hirer remains responsible for ensuring adequate supervision ratios are maintained at all times.

9. Schools, Carnivals and Organised Events

- 9.1. Schools, educational institutions and organised groups must comply with all relevant Department of Education, Catholic Education, Independent Schools and governing authority requirements relating to aquatic activities and student safety.
- 9.2. The Hirer must provide a Risk Management Plan covering the activities proposed to be undertaken during the hire period.
- 9.3. Schools conducting unstructured aquatic activities must comply with the applicable Department of Education Water Safety Guidelines and any equivalent governing authority requirements.
- 9.4. Prior to participation in unstructured aquatic activities, schools are responsible for assessing the swimming ability of students using recognised assessment methodologies, including the Water Survival Challenge or equivalent assessment tool.
- 9.5. The Hirer remains responsible for ensuring adequate supervision ratios, student management, behavioural controls and participant safety throughout the event.

10. Venue Closures and Operational Changes

- 10.1. NSOP reserves the right to fully or partially close the facility, aquatic areas or associated spaces due to maintenance, operational requirements, staffing requirements, weather conditions, emergencies, competitions, special events or other circumstances deemed necessary by Management.
- 10.2. NSOP will provide as much notice as reasonably practicable of any planned closure.
- 10.3. NSOP reserves the right to modify bookings, relocate activities or amend facility access where reasonably required.

11. Privacy and Surveillance

- 11.1. Personal information collected in connection with a facility hire will be managed in accordance with applicable privacy legislation and Council's Privacy Management Plan.
- 11.2. CCTV operates throughout parts of the facility for safety, security, operational and incident management purposes.
- 11.3. The Hirer is responsible for obtaining any permissions required for photography, filming or recording undertaken as part of the hire activity.
- 11.4. NSOP reserves the right to restrict photography, filming or recording where necessary to protect the safety, privacy or wellbeing of patrons.

Declaration

By signing below, I acknowledge and agree that:

☐ I have read and understood these Terms and Conditions.

☐ I agree to comply with these Terms and Conditions and the Centre's Conditions of Entry.

☐ I understand that participation in aquatic and recreation activities involves inherent risks.

☐ I agree to follow all reasonable directions issued by Centre staff.

☐ I acknowledge that I have provided accurate and complete information and will notify the Centre of any changes relevant to my participation.

☐ I acknowledge that I have read the Privacy Collection Notice.

Participant / Parent / Hirer Name

Signature

Date

___ / ___ / ____

SCHEDULE F - DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT – TERMS AND CONDITIONS

1. General

- 1.1. This Direct Debit Request (DDR) Service Agreement explains your obligations when entering into a direct debit arrangement involving Debitsuccess Pty Ltd and outlines the responsibilities of Debitsuccess and the Business.
- 1.2. This Agreement forms part of the Direct Debit Request Authorisation and should be read in conjunction with the DDR Authorisation and any applicable agreement between you and the Business.

2. Initial Terms

- 2.1. I/We authorise Debitsuccess Pty Ltd (ACN 095 551 581), APCA User ID 496485, to process periodic direct debit payments on behalf of the Business identified in the DDR Authorisation Form.
- 2.2. I/We acknowledge that, where applicable, administration fees, establishment fees, variation fees, reversal fees, dishonour fees, processing fees or other charges specified by the Business may also be debited from the nominated account in accordance with the DDR Authorisation and the agreement with the Business.

3. Relationship

- 3.1. I/We acknowledge that Debitsuccess acts solely as an agent for the Business.
- 3.2. Debitsuccess does not provide the goods or services supplied by the Business and accepts no express or implied liability in relation to those goods or services or any agreement entered into between the customer and the Business.

4. Cleared Funds

- 4.1. I/We acknowledge that it is my/our responsibility to ensure that sufficient cleared funds are available in the nominated account on the scheduled debit date and remain available until the debit has been processed.
- 4.2. If sufficient funds are not available when a debit is attempted, I/we acknowledge that I/we may incur fees and charges imposed by my/our financial institution.
- 4.3. I/We acknowledge that Debitsuccess and the Business are not responsible for any fees or charges imposed by my/our financial institution as a result of insufficient funds.

5. Variations to Debit Terms

- 5.1. I/We authorise the Business to vary payment amounts from time to time in accordance with my/our agreement with the Business.
- 5.2. I/We authorise Debitsuccess to vary payment amounts upon instruction from the Business.
- 5.3. I/We acknowledge that Debitsuccess is not required to provide separate notification of variations where such variations occur in accordance with the agreement between myself/ourselves and the Business.
- 5.4. Debitsuccess and/or the Business will provide at least fourteen (14) days' notice where it proposes to vary the debit arrangement otherwise than in accordance with an agreed payment schedule.
- 5.5. Requests to vary, defer, suspend or stop a direct debit arrangement must be directed to the Business.

6. Cancelling the Direct Debit Request

- 6.1. I/We understand that this DDR may be cancelled by contacting either the Business or my/our financial institution.
- 6.2. I/We acknowledge that cancellation of the authority to debit my/our account does not terminate any separate agreement with the Business and does not remove my/our obligation to make payments due under that agreement.

7. Dishonoured Payments

- 7.1. I/We acknowledge that if a debit payment is returned unpaid by my/our financial institution:
- 7.2. I/we may be charged a dishonour fee or other applicable fee by the Business and/or Debitsuccess;
- 7.3. I/we may also incur fees or charges imposed by my/our financial institution;
- 7.4. I/we may be liable for reasonable collection costs incurred in recovering outstanding amounts, including the costs of collection agents or legal representatives where permitted by law; and
- 7.5. Debitsuccess may reprocess the unsuccessful payment or add the unpaid amount to a future scheduled debit as instructed by the Business.

8. Accuracy of Information

- 8.1. I/We acknowledge that it is my/our responsibility to ensure all information provided in the DDR Authorisation Form is accurate and complete.
- 8.2. Debitsuccess will not be liable for any loss, delay or missed payment resulting from incorrect information supplied by me/us.
- 8.3. Where payment is made by credit card, I/we acknowledge that Debitsuccess may continue to process payments in accordance with this Agreement where replacement card details are made available through standard banking and card updating services.
- 8.4. It remains my/our responsibility to provide updated payment details where a nominated card expires, is cancelled or replaced.

9. Disputes

- 9.1. Any dispute regarding the amount, timing or validity of a debit payment should first be directed to the Business.
- 9.2. If the matter cannot be resolved with the Business, I/we may contact my/our financial institution to seek further assistance.

10. Other Authorisations

- 10.1. I/We authorise:
 - 10.1.1. Debitsuccess to verify account details with my/our financial institution; and
 - 10.1.2. my/our financial institution to disclose information required for Debitsuccess to verify account details and process direct debit transactions.

11. Information Security and Privacy

- 11.1. Debitsuccess will take reasonable steps to ensure that information obtained in connection with this Agreement, including banking and account details, is kept secure and confidential.
- 11.2. Debitsuccess will take reasonable steps to ensure that its employees, contractors and agents do not make any unauthorised use, disclosure, modification or reproduction of personal information.
- 11.3. Information may be disclosed where:
 - 11.3.1. required by law;
 - 11.3.2. reasonably necessary for the administration of this Agreement; or
 - 11.3.3. required to investigate or respond to a query, dispute, claim or complaint.
- 11.4. For enquiries regarding this Agreement, please contact:

Debitsuccess Pty Ltd
PO Box 577
Mt Waverley VIC 3149

Phone: 1800 148 848

Email: customerservice@debitsuccess.com

12. Acceptance

- 12.1. By selecting the acceptance box and submitting the DDR Authorisation, I/we acknowledge that I/we have read, understood and agree to be bound by this Direct Debit Request Service Agreement.

APPENDICES 1 – MEMBERSHIP FORM

Membership Details

Membership Type

- ☐ Legends Membership
 - ☐ Legends Plus Membership
 - ☐ Teen Gym Membership
 - ☐ Concession Membership
 - ☐ Other
-

Commencement Date

___ / ___ / ____

Applicant Details

Title

- ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Mx ☐ Dr ☐ Other
-

First Name

Surname

Preferred Name

Date of Birth

___ / ___ / ____

Gender (Optional)

- ☐ Female
 - ☐ Male
 - ☐ Non-binary
 - ☐ Prefer not to say
 - ☐ Self-describe
-
-

Contact Details

Residential Address

Suburb _____

Postcode _____

Postal Address (if different)

Mobile

Home Phone

Email

Emergency Contact

Emergency Contact Name

Relationship

Mobile Number

Alternative Contact Number

Concession Eligibility (where applicable)

☐ Pensioner Concession Card

☐ Seniors Card

☐ Other Approved Concession

Card Number

Expiry Date

____ / ____ / ____

Proof of eligibility must be presented upon application and whenever requested by the Centre.

Accessibility and Support

Do you require any reasonable adjustments or assistance to access Centre facilities or services?

☐ No

☐ Yes (please provide details)

Communication Preferences

I would like to receive:

☐ Membership updates

☐ Program information

☐ Centre news

☐ Promotional offers and events

You may opt out of promotional communications at any time.

Required Documents

Prior to activation of your membership, you may be required to complete or provide:

☐ Pre-Exercise Screening Questionnaire

☐ Direct Debit Request (where applicable)

☐ Debitsuccess Direct Debit Request Service Agreement

☐ Proof of concession eligibility (if applicable)

☐ Photo identification (where requested)

Privacy Collection Notice

North Sydney Council collects your personal information for the purpose of administering your membership, providing Centre services, communicating with you regarding your membership, ensuring the health and safety of members and complying with legislative obligations.

Your information may be disclosed to authorised Council employees, contractors, payment service providers, emergency services and other organisations where authorised or required by law.

Council manages personal information in accordance with the **Privacy and Personal Information Protection Act 1998 (NSW)**, the **Health Records and Information Privacy Act 2002 (NSW)** (where applicable) and Council's Privacy Management Plan.

☐ I acknowledge that I have read the Privacy Collection Notice.

Applicant Declaration

By signing below, I declare that:

- ☐ The information provided in this application is true and correct.
 - ☐ I have read and agree to comply with the North Sydney Olympic Pool Membership Terms and Conditions.
 - ☐ I understand that my membership is subject to acceptance by the Centre.
 - ☐ I agree to comply with the Centre's Conditions of Entry and any reasonable direction issued by Centre staff.
 - ☐ I understand that my membership may require completion of a Pre-Exercise Screening Questionnaire and Direct Debit Request before activation.
 - ☐ I agree to notify the Centre as soon as practicable if my contact details change.
-

Applicant Name

Signature

Date

___ / ___ / ____

Parent / Guardian Declaration

(For applicants under 18 years of age)

I confirm that I am the parent or legal guardian of the applicant and consent to their membership with North Sydney Olympic Pool.

I acknowledge that I have read the Membership Terms and Conditions and agree to be bound by them on behalf of the applicant.

Parent / Guardian Name

Relationship to Applicant

Signature

Date

___ / ___ / ____

APPENDICES 2 - HEALTH AND PRE-EXERCISE QUESTIONNAIRE

Purpose

The purpose of this questionnaire is to help identify any health conditions that may affect your ability to participate safely in physical activity.

The information you provide assists the Centre in supporting your health and safety. It does not replace advice from a qualified medical practitioner or other healthcare professional.

If you answer **"Yes"** to any of the screening questions, the Centre may recommend or require that you obtain medical clearance before commencing exercise or participating in certain activities.

Personal Details

Full Name:

Date of Birth:

Emergency Contact:

Emergency Contact Number:

Health Screening Questions

Please answer **Yes** or **No** to each question.

Heart and Circulatory Health

☐ Yes ☐ No

Has your doctor ever told you that you have a heart condition, high blood pressure, or another cardiovascular condition that may affect your ability to exercise safely?

☐ Yes ☐ No

Have you experienced chest pain, tightness, pressure or discomfort during physical activity or while at rest within the last 12 months?

☐ Yes ☐ No

Have you experienced unexplained dizziness, fainting or loss of consciousness during physical activity?

Medical Conditions

☐ Yes ☐ No

Do you have a medical condition (such as diabetes, epilepsy, asthma or another chronic illness) that may require special consideration during exercise?

☐ Yes ☐ No

Are you currently taking prescribed medication that may affect your ability to exercise safely?

☐ Yes ☐ No

Have you recently undergone surgery or are you currently recovering from illness or injury?

Musculoskeletal Health

☐ Yes ☐ No

Do you currently have any injury, pain or condition affecting your muscles, joints, bones or spine that could be made worse by physical activity?

☐ Yes ☐ No

Has a doctor or allied health professional advised you to avoid any particular type of physical activity?

Pregnancy

☐ Yes ☐ No ☐ Not Applicable

Are you currently pregnant or have you given birth within the past six months?

Other Health Considerations

☐ Yes ☐ No

Is there any other health condition or concern that may affect your ability to participate safely in exercise?

If yes, please provide details.

Medical Information

Please provide details of any of the following that may be relevant:

Medical conditions

Allergies

Current medications

Mobility considerations

Other information staff should be aware of

Medical Clearance

If requested by the Centre, I agree to obtain medical clearance from a registered medical practitioner before participating in exercise programs.

☐ Yes

Sensitive Information Consent

By submitting this form, you consent to North Sydney Council collecting, using and disclosing your health information for the purposes described in this Privacy Collection Notice, including assessing your suitability to participate in physical activity, responding to medical emergencies and managing your ongoing participation in programs conducted at North Sydney Olympic Pool.

Declaration

I declare that:

- the information provided is true, complete and accurate to the best of my knowledge;
- I understand that participation in physical activity involves inherent risks;
- I understand that this questionnaire is a screening tool only and does not constitute medical advice;
- I acknowledge that completion of this questionnaire does not guarantee that exercise is appropriate or risk free;
- I agree to notify the Centre as soon as practicable if my health status changes in a way that may affect my ability to exercise safely;
- I understand that the Centre may refuse, suspend or modify my participation where it reasonably considers that participation may present a risk to my health or safety or the health and safety of others.

Privacy Collection Notice

The personal information collected in this questionnaire is collected by North Sydney Council for the purpose of administering memberships, assessing participation in exercise programs and assisting the Centre to respond appropriately in the event of an illness or emergency.

Your information will be managed in accordance with applicable privacy legislation and Council's Privacy Management Plan.

Participant Declaration

I acknowledge that I have read and understood this questionnaire and that the information I have provided is accurate and complete.

Participant Name

Signature

Date

(For participants under 18 years of age)

Parent/Guardian Name

Signature

Date

Privacy Collection Notice

North Sydney Council (Council) is collecting your personal information for the purpose of administering your membership, booking, enrolment, program participation or facility hire at North Sydney Olympic Pool (NSOP), providing requested services, ensuring the health and safety of participants, responding to emergencies, managing payments, communicating with you regarding Centre operations and complying with applicable legislative and regulatory obligations.

The collection of this information is authorised under the **Local Government Act 1993 (NSW)** and other applicable legislation. Providing the requested information is voluntary; however, if sufficient information is not provided, Council may be unable to process your application, provide the requested service or permit participation in certain activities.

Your personal information may be disclosed to Council employees, authorised contractors, service providers (including payment processing providers), emergency services, medical practitioners, insurers, government agencies or other organisations where authorised or required by law, or where reasonably necessary to provide the requested service or respond to an emergency.

Council manages personal information in accordance with the **Privacy and Personal Information Protection Act 1998 (NSW)**, the **Health Records and Information Privacy Act 2002 (NSW)** (where applicable) and Council's Privacy Management Plan.

The Centre operates closed circuit television (CCTV) throughout parts of the facility for safety, security, operational, incident management and asset protection purposes. CCTV footage may be collected, stored, accessed, used and disclosed in accordance with applicable legislation and Council policies.

You have the right to request access to, and correction of, your personal information in accordance with applicable privacy legislation.

For further information about how Council manages personal information, to access Council's Privacy Management Plan, or to request access to or correction of your personal information, please contact:

Privacy Contact Officer

North Sydney Council
200 Miller Street
North Sydney NSW 2060

Phone: (02) 9936 8100

Email: council@northsydney.nsw.gov.au

☐ I acknowledge that I have read the Privacy Collection Notice and understand how North Sydney Council will collect, use, store and disclose my personal information.

Participant Name

Signature

Date

(For participants under 18 years of age)

Parent/Guardian Name

Signature

Date

APPENDICES 3 - DIRECT DEBIT REQUEST (DDR) AUTHORISATION

Customer Details

Member Name

Date of Birth

Membership Number (if applicable)

Residential Address

Email Address

Mobile Number

Membership Details

Membership Type

☐ Legends Membership

☐ Legends Plus Membership

☐ Teen Gym Membership

☐ Learn to Swim

☐ Squad

☐ Other

Commencement Date

Direct Debit Authorisation

I/We authorise **Debitsuccess Pty Ltd (ACN 095 551 581), APCA User ID 496485**, acting on behalf of North Sydney Olympic Pool (North Sydney Council), to debit my/our nominated bank account or credit card for the amounts and at the frequency applicable to my membership or enrolment.

I/We acknowledge and agree that:

direct debit payments will continue until my membership or enrolment is cancelled in accordance with the applicable Terms and Conditions;

the amount debited may vary where fees are adjusted in accordance with Council's adopted Fees and Charges or where additional approved services or charges apply;

I/we remain responsible for ensuring sufficient cleared funds are available on each scheduled debit date;

failed payments may incur additional fees in accordance with the Direct Debit Request Service Agreement;

cancellation of this Direct Debit Request does not automatically cancel my membership or other agreement with North Sydney Olympic Pool.

Payment Details

Option 1 – Bank Account

Financial Institution

Account Name

BSB

_____ - _____

Account Number

OR

Option 2 – Credit Card

☐ Visa

☐ Mastercard

Cardholder Name

Card Number

Expiry Date

____ / ____

CVV

Acknowledgements

By signing this Direct Debit Request I/We acknowledge that:

- ☐ I/We have read and understood the Debitsuccess Direct Debit Request Service Agreement.
- ☐ I/We authorise Debitsuccess to debit my/our nominated account in accordance with this Direct Debit Request.
- ☐ I/We have read and understood the North Sydney Olympic Pool Membership Terms and Conditions.
- ☐ I/We acknowledge that cancellation of this Direct Debit Request does not automatically cancel my/our membership or enrolment.
- ☐ I/We acknowledge that fees and charges may change from time to time in accordance with Council's adopted Fees and Charges.

Privacy Collection Notice

North Sydney Council collects your personal and financial information for the purpose of administering your membership or enrolment, processing direct debit payments, managing your account and providing Centre services.

Your information may be disclosed to Debitsuccess Pty Ltd, payment service providers, financial institutions and other authorised service providers for the purpose of administering your direct debit arrangement.

Your personal information is managed in accordance with the **Privacy and Personal Information Protection Act 1998 (NSW)**, the **Health Records and Information Privacy Act 2002 (NSW)** (where applicable) and North Sydney Council's Privacy Management Plan.

- ☐ I acknowledge that I have read the Privacy Collection Notice.

Declaration

I declare that:

the information provided in this Direct Debit Request is true and correct;

I am authorised to operate the nominated account or credit card;

I authorise Debitsuccess Pty Ltd to debit my nominated account in accordance with this Direct Debit Request;

I have read and understood the Debitsuccess Direct Debit Request Service Agreement;

I have read and understood the applicable North Sydney Olympic Pool Terms and Conditions.

Account Holder Name

Signature

Date

(If the account holder is different from the member)

Member Name

Signature

Date
