

## PUBLIC SWIMMING POOL - AFTER-HOURS ACCESS USER AGREEMENT

### TERMS AND CONDITIONS OF AFTER-HOURS ACCESS

#### Definitions:

**Council** - Snowy Valleys Council and where the context permits, its employees, agents, contractors and advisors.

**User** - the person who is the authorised holder of the After-Hours Card.

**Pool** - any Snowy Valleys Council's community swimming pools, located at Adelong, Batlow, Tumut, Tumbarumba or Khancoban.

**After-Hours** - A time out of normal attended hours during the pool season.

1. You have purchased a swipe card to use the pool after hours and have read and agreed to use the pool based on the Terms and Conditions contained in this agreement.
2. After-Hours entry and closing times may vary between the five swimming pools.
3. Only you are entitled to use the swipe card. You must not let anyone else use it.
4. You are not permitted to bring other persons or children into the pool premises.
5. You must notify Council immediately if you lose your card. A replacement card can be issued for a fee stated under the Council's Fees and Charges.

#### Access

6. You may access and use the pool at the times detailed on Council's website - <https://www.snowyvalleys.nsw.gov.au/Places-and-Spaces/Public-Swimming-Pools>. The access card will be date and time-limited by Council.
  - 6.1 When the pool is hired out for exclusive use;
  - 6.2 When the pool is closed due to health, environmental or safety incident;
  - 6.3 During an electrical storm;
  - 6.4 Any other time access to the pool is reasonably restricted by the Council.
7. The correct procedures for After-Hours Card entry and exit into and from the pool premises even during periods when the pool may be attended are:
  - 7.1 Use personal Access Card for entry into the pool premises;
  - 7.2 Use personal Access Card on exit from the pool premises,

## NOTES

1. *If the Access Card User does not tap out on exit from the pool premises, the electronic entry-exit system will still record you as being in the pool premises, and will not allow further subsequent entry. In this instance, the entry system will have to be reset by Council on the following day. If a User repeatedly fails to tap out, then at the discretion of management their access card may be cancelled with no refund.*
  2. *The electronic Access Card system will automatically monitor individual Card usage. Closed Circuit Television (CCTV) may also be operated by Council to monitor correct procedures at entry/exit points and to monitor general activities at pools.*
8. You acknowledge that you are not entitled to any refund or compensation if you are unable to access the pool for any reason listed in clause 7 or Note 1 above.
  9. When entering and exiting the pool, you must ensure that entry and exit is secure at all times.

## Pool Rules

10. You must be over 18 years of age to obtain an after-hours pass to use the pool, and evidence of age may be requested by the Council.
11. You understand and agree that it is an essential condition of this agreement that you:
  - 11.1 Must adhere to the rules, regulations and after hours induction procedure as per the operations of the pool.
  - 11.2 Only use the pool within your capabilities.
  - 11.3 Comply with all reasonable directions of an authorised Council employee with any notices erected by or on behalf of Council in relation to use of the pool.
  - 11.4 Comply with all Council requirements in relation to the use of any barbeques and gas appliances.
  - 11.5 Use the pool in an orderly and well-behaved manner including No running, No jumping, No bombing, No alcohol/drugs, No smoking, No glass, No food or drink in the pool, No animals are permitted in the pool complex and wear suitable swimming attire.
  - 11.6 May have your after-hours access cancelled if a behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property.
  - 11.7 Must ensure that the pool, pool grounds, or premises be left clean and tidy.
  - 11.8 Must dispose of waste in the designated rubbish bins provided.
12. The pool terms and conditions of entry may be amended or added to from time to time, and any alterations to such will be displayed at the entry point of the pool.

## User Acknowledgements

13. You acknowledge that:
  - 13.1 Use of the pool is inherently dangerous and is subject to a number of risks, including drowning, and that you use the pool entirely at your own risk.

- 13.2 There are no After-Hours pool supervision or lifeguard services provided;
- 13.3 It is your responsibility to ensure that you are aware of:
- 13.3.1 Where first aid and emergency equipment and resources are stored and how to use that equipment and;
- 13.3.2 The procedure to follow in the event of an emergency, a copy of which is at **Appendix A**.
- 13.4 The Council makes no representation or warranty that emergency assistance will be available or provided.

### Indemnity and release

14. You agree not to sue or make any claim or demand against the Council arising out of or in connection with your use of the pool or this Agreement; Including:
- 14.1 Loss of, or damage to property owned by you, the Council or a third party;
- 14.2 Personal injury (including death) or illness to any person.
- 14.3 Consequential loss.
15. You indemnify the Council from and against all claims, costs, losses, expenses and damage (including the costs of defending or settling any action or claim) made against or incurred by the Council arising out of or in connection with the use of the pool or this agreement.

### Breach and Termination

16. The Council may immediately and without any prior notice terminate this agreement if you do not comply with any of these Terms and Conditions.
17. You are not entitled to any refund or compensation if the Council terminates this agreement as a result of your non-compliance.

I \_\_\_\_\_ **Confirm that I have read and agree the Terms and Conditions of the After Hours User Agreement.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### PRIVACY STATEMENT

Snowy Valleys Council (Council) is collecting your personal information solely for the purpose of administering this application. Council will take all reasonable and appropriate steps to protect the privacy of individuals having regard to the requirements of the *Privacy and Personal Information Protection Act 1998* and the *Government Information (Public Access) Act 2009*. Council will not disclose your personal information to any person or body if it is not directly related to the purpose for which the information was collected. Questions concerning privacy or the use of your personal information may be referred to Council's Public Officer

## APPENDIX A

Rescue aides, including reach poles and rescue tubes, have been provided in strategic locations on the concourse at each pool to be utilised in the case of a rescue event. Signage for CPR and first aid is also provided around the pool.

A break glass 000 emergency button will be provided at each pool. When activated emergency services will be automatically contacted and will attend the pool location. The locations of these devices are:

<b>Adelong:</b>	On exterior wall adjacent kiosk entry
<b>Batlow:</b>	On Exterior wall adjacent kiosk entry
<b>Tumut:</b>	On the front exterior wall of the Tumut Swimming Club Building
<b>Tumbarumba:</b>	On Exterior wall of kiosk
<b>Khancoban:</b>	On Exterior wall of kiosk

Otherwise in the case of an emergency, contact:

**Ambulance, Fire, Police, Rescue** Phone 000 or request assistance  
**Snowy Valleys Council - Duty Officer** Phone 0427 470 555

*Note: Ambulance, Police and Fire Rescue stations in all towns having pools have been issued with Swipe Cards.*