

# Bay Pavilions

## Conditions of Entry

### Purpose

1. To ensure the safety and wellbeing of all customers, visitors and staff at the Bay Pavilions centre (which includes the car park) (**Centre**), Aligned Leisure Pty Ltd (as trustee for the Aligned Leisure Trust) (**Bay Pavilions**) and the Eurobodalla Shire Council (**Council**) has developed these Conditions of Entry, as amended from time to time (**Conditions of Entry**).
2. These Conditions of Entry are available at the entrances to the Centre and on Bay Pavilions' website (<https://baypavilions.com.au/about/terms-and-conditions>).

### Application

3. By entering this Centre, all entrants (**you**) agree to be bound by the terms of these Conditions of Entry which outline your risks, responsibilities and obligations.
4. It is your responsibility to read or inform yourself about these Conditions of Entry.

### General

5. You must:
  - (a) obey all signs displayed at the Centre;
  - (b) follow all reasonable requests and directions by either staff of Bay Pavilions or the Council; and
  - (c) comply with all applicable laws and regulations.
6. In addition to the terms of these Conditions of Entry, there are specific conditions of entry, use and/or etiquette guides which apply to areas or facilities throughout the Centre including the aquatic areas, sauna, steam room, Gym, fitness studios and stadium which you must also comply with when entering and/or using those areas or facilities.
7. Bay Pavilions reserves the right to refuse entry to any person.
8. If you do not comply with these Conditions of Entry, Bay Pavilions reserves the right in its absolute discretion (in addition to any other rights at law) to:
  - (a) ask you to leave the Centre; or
  - (b) remove you from the Centre (using reasonable and proportional force if required);
  - (c) prohibit you from re-entering the Centre;

- (d) suspend or cancel your membership (if applicable) in accordance with the Aligned Leisure Membership Terms & Conditions (**Membership Terms & Conditions**) <https://baypavilions.com.au/about/terms-and-conditions>;
- (e) report you to an appropriate authority or law enforcement body; and/or
- (f) impose any other measure otherwise outlined in these Conditions of Entry.

### **Risk Warning and waiver**

9. **Risk Warning:** You enter the Centre at your own risk. Your participation in the recreational services and recreational activities supplied by Bay Pavilions at the Centre, including the use of certain facilities or equipment, (Sports Activities) is inherently dangerous and may involve risk to you. There are risks specifically associated with participation in the Sports Activities and accidents can and often do happen. Prior to you undertaking any such Sports Activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.
10. By agreeing to these Conditions of Entry, you acknowledge, agree, and understand that participation in the Sports Activities provided at the Centre may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.
11. **Waiver:** A supplier of recreational services or recreational activities may ask you to agree that the statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). If you agree to these Conditions of Entry, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the recreational services or recreational activities) to sue the supplier in relation to recreational services or recreational activities that you undertake because the recreational services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
12. **For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:** By agreeing to these Conditions of Entry, you agree that the liability of Bay Pavilions in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
  - (a) death;

- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - (c) the contraction, aggravation or acceleration of a disease;
  - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - (i) that is or may be harmful or disadvantageous to you or the community;  
or
    - (ii) that may result in harm or disadvantage to you or the community,
- that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

13. For recreational services to which the *Australian Consumer Law (Victoria)* applies: **Warning under the *Australian Consumer Law and Fair Trading Act 2012*** Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Bay Pavilions is required to ensure that the recreational services it supplies to you:
- (a) are rendered with due care and skill; and
  - (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
  - (c) might reasonably be expected to achieve any result you have made known to the supplier.
14. Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to these Conditions of Entry, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions of Entry.

**Note:** The change to your rights, as set out in these Conditions of Entry, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian*

*Consumer Law and Fair Trading Regulations 2012 (Vic)* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*.

**Exclusion of rights under the *Australian Consumer Law (Victoria)*:** By agreeing to these Conditions of Entry, you agree that the liability of Bay Pavilions for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

15. **For recreational services or recreational activities to which the *Australian Consumer Law (New South Wales)* applies. Warning under the *Civil Liability Act 2002 (NSW)*.** By agreeing to these Conditions of Entry, you agree that the liability of Bay Pavilions in relation to recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*) for any:
- (a) death;
  - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - (c) the contraction, aggravation or acceleration of a disease;
  - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - (i) that is or may be harmful or disadvantageous to you or the community; or
    - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational activities,
- is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational activities is excluded.

### **Risk warning to personal property**

16. You are also responsible for your own property (including any vehicle parked in the car park). To the extent permitted by law, Bay Pavilions or the Council will not be held responsible for any damages to, loss or theft of your personal property.
17. Lockers may be available to store your personal property. It is recommended that you store your personal property (and in particular, any valuables) in lockers.

## Indemnity

18. You indemnify and agree to keep indemnified Bay Pavilions and its directors, officers, employees, contractors and agents (**Representatives**) against any liability for any claim, loss, damage, costs and expenses incurred or suffered by Bay Pavilions or its Representatives arising from or in connection with:
- (a) your breach of these Conditions of Entry; or
  - (b) your acts or omissions at the Centre.
19. Under no circumstances will Bay Pavilions accept liability for any loss suffered by you as a result of the cancellation or postponement of any Sporting Activity or Event held at the Centre or for any indirect, special or consequential losses associated with your attendance at the Centre, including without limitation, loss of opportunity.

## Unplanned closures and other public health and safety measures

20. Bay Pavilions may at any time and for any duration its absolute discretion:
- (a) close all or part of the Centre (notwithstanding any advertised operating hours);
  - (b) modify access to the Centre;
  - (c) modify staffing or scheduling of leisure and aquatic activities;
  - (d) impose any measures or directives that are necessary to maximise the health and safety of its customers, visitors and staff including social distancing requirements, mask wearing mandates or density limits in all or any part of the Centre,
- to comply with any law, regulation, directives, orders or directions by any government or governmental agency for public health and/or safety reasons (**Public Health & Safety Laws**).
21. Bay Pavilions will notify you of such changes made under clause 20 as soon as is practicable by way of signage at the Centre and/or any other method of communication determined by Bay Pavilions.
22. You must comply with any of the measures adopted by Bay Pavilions in clause 20 to ensure compliance with the Public Health & Safety Laws.
23. We request that you do not enter the Centre if you feel unwell or have an infection or contagious illness.

## Supervision of Children

24. Children under the age of 10 years must be accompanied by a person over the age of 16 years to enter the Centre who is responsible for their care and conduct.

25. Children under the age of:

- (a) 10 years must be actively supervised by a person over the age of 16 years at all times whilst in the Centre; and
- (b) 5 years must be within arm's reach of a person over the age of 16 at all times whilst in the Centre.

### **Surveillance and filming**

26. This Centre is fitted with electronic surveillance and entrants may be filmed or photographed for security purposes.

27. By entering the Centre, you agree for your image, likeness or voice to be used as part of any video, recording or photography (**Image**) by Bay Pavilions (or its authorized representatives) or the Council for the purposes of marketing the Centre's business. You acknowledge that Bay Pavilions owns all rights (including intellectual property rights) in such Images and has the right to use, reproduce or license these Images without obtaining your further consent.

28. The capture of your memorable moments on camera or video is welcomed.

However, such photos, or videos must:

- (a) be limited to those of your family or friends and must not include anyone who does not consent to their image being photographed or filmed; and
- (b) be used for personal use only (in any medium) and not used for commercial exploitation, advertising, sale or distribution without Bay Pavilions's prior written approval which may be withheld in its absolute discretion.

29. No photography, recording or filming is permitted in the change rooms at the Centre.

### **Prohibited items**

30. Bay Pavilions prohibits certain items from being brought into the Centre. You must not bring into the Centre any of the following items (**Prohibited Items**):

- (a) alcohol;
- (b) illegal substances including controlled, dangerous or illicit drugs;
- (c) drones or other types of aerial vehicles;
- (d) glassware, glass bottles or cans, including spray cans;
- (e) unauthorised temporary signage and promotional products;
- (f) fireworks/flares/laser pointers or lights/smoke generators;
- (g) confetti or shredded paper;
- (h) balloons or other inflatable items;
- (i) knives or other dangerous weapons;
- (j) firearms, explosives, chemical, radioactive or biological substances;

- (k) rollerblades/skates, skateboards, scooters, segways or bicycles;
- (l) animals (other than guide/assistance dogs);
- (m) professional cameras, audio recording equipment, video cameras or tripods;

31. any other item that in the opinion of Bay Pavilions could cause harm, injury or public nuisance or otherwise compromise the safety and security of customers, visitors or staff. The Centre is a smoke free venue (including outdoor areas). You must not smoke any form of cigarette (including electronic cigarettes) in any part of the Centre. The car park is excepted, however you must not smoke within 5 meters of the entrances to the Centre.
32. In addition to any of the rights of Bay Pavilions specified in clause 3(c), Bay Pavilions reserves the right to:
- (a) search you or your property to determine whether you have a Prohibited Item;
  - (b) require you to surrender a Prohibited Item; and/or
  - (c) remove any Prohibited Item from your possession or control and retain or dispose of such item.

### **Prohibited conduct**

33. Bay Pavilions prohibits certain conduct or activities at the Centre which are detailed in this clause (**Prohibited Behaviours**). You must not behave in a way which:
- (a) is inappropriate;
  - (b) is disrespectful or offensive to other customers, visitors or staff;
  - (c) interferes with the amenity of the Centre or enjoyment of the Centre by other customers, visitors or staff;
  - (d) is threatening, dangerous or causes injury to other customers, visitors or staff;
  - (e) interferes with, obstructs or otherwise prevents staff, council officers or their contractors or agents from performing their work;
  - (f) misuses or causes damage to the Centre or any property of Bay Pavilions, the Council or another third party;
  - (g) fails to comply with any requirement or reasonable request or direction of Bay Pavilions or its staff or is in breach of a measure or directive adopted by Bay Pavilions under clause 20; or
  - (h) is otherwise illegal.
34. You must not enter, or use any of the facilities, in the Centre if you are under the influence of alcohol or drugs.

35. You must not engage in any type of promotional activities or solicit for business or conduct any type of business or customer survey at the Centre without the prior written approval of Bay Pavilions which may be withheld in our absolute discretion.

### **Use of equipment and facilities**

36. You must use the equipment and facilities at the Centre in accordance with the signage and any directions of Bay Pavilions staff for the particular activities.

### **Clothing attire**

37. You must be suitably and properly attired at all times in the Centre and comply with any signage or directions of Bay Pavilions staff for the particular activity.

### **Conducting business**

38. You cannot use the facilities within the Centre for any private or commercial use or purpose (eg coaching or training in return for a fee or reward) without the prior written approval of Bay Pavilions.

39. If you wish to use any of the facilities within the Centre for a commercial use or purpose, you must contact an Bay Pavilions staff member who will provide you with information about the commercial hire approval process.

### **Ticketing**

40. Bay Pavilions may from time to time hold Sporting Activities or other events at the Centre which are ticketed (**Ticketed Events**). For any Ticketed Events, you must comply, ensure that any subsequent holder of the ticket complies, with these Conditions of Entry (including this clause 40) and any other terms and conditions of Bay Pavilions for the Ticketed Event.

41. Bay Pavilions will not issue any admission ticket(s) for the Ticketed Event unless it receives full payment from you (**Ticket**).

42. Bay Pavilions does not accept any responsibility for lost or stolen Tickets.

43. Unless you hold a Ticket for entry to a Ticketed Event, you will not be permitted entry to the Event. You must only:

- (a) obtain a Ticket from Bay Pavilions or an authorised ticket agent;
- (b) enter the reserved area or occupy the reserved seat that is specified on your Ticket and not enter any other reserved area or occupy another reserved seat.

44. You must not sell or on-sell your Ticket to another person without the prior written approval of Bay Pavilions.

45. Bay Pavilions may refuse your entry to, or remove you from, the Centre if;



- (a) your Ticket is counterfeit;
- (b) your Ticket has been obtained from a third party other than Bay Pavilions or an authorised ticket agency or by way of re-sale which was not approved by Bay Pavilions in writing.

## Privacy

46. Bay Pavilions is committed to protecting the privacy of your personal information. Your personal information is collected, used and disclosed by Bay Pavilions in accordance with these Conditions of Entry and our Privacy Policy (available at <https://alignedleisure.com.au/privacy-policy/>) (**Privacy Policy**).
47. Bay Pavilions may collect and use your personal information for the purposes of:
- (a) operating the Centre;
  - (b) membership enrolment
  - (c) enrolment in Sporting Activities, programs and other activities;
  - (d) fulfilling event ticket purchases;
  - (e) administering and providing you with certain activities, services and events;
  - (f) keeping you informed about activities, lessons, upcoming events, membership offers or special offers;
  - (g) conducting surveys or research to improve our activities and services at the Centre;
  - (h) completing incident reports;
  - (i) ensuring your safety through the use of surveillance equipment; and
  - (j) otherwise in accordance with the Privacy Policy.
48. Bay Pavilions may disclose your personal information:
- (a) to Bay Pavilions's related companies and/or other third parties for administrative purposes used in the operation and management of the Centre (including the storage of data);
  - (b) to the Council in accordance with our contractual obligations (refer to clause 43 );
  - (c) when required by law.
49. Bay Pavilions operates the Centre on behalf of the Council. Under the terms of its management contract with the Council, Bay Pavilions may be required to provide the Council with certain personal information that relate to Bay Pavilions's customers. These personal details may include a customer's name, contact details, date of birth, emergency contact details, bank account and/or credit card details, tax file number, student identification details, concession details, Medicare number, social security number, employment details, payment history and other personal information. In the event that any such personal information is required

to be provided to the Council, Bay Pavilions will transfer such information in accordance with the Privacy Policy. Bay Pavilions will otherwise not disclose any of your personal information to any third party without your consent.

50. Any marketing communications to you will be in accordance with the requirements under the *Privacy Act 1988* (Cth). If you do not wish to receive promotional material from Bay Pavilions you must either opt-out by unsubscribing from the relevant communication or contact an Bay Pavilions staff member on [baypavilions@alignedleisure.com.au](mailto:baypavilions@alignedleisure.com.au).
51. The Privacy Policy contains further details about you can access or correct personal information we hold about you; how you can make a privacy related complaint; how that complaint will be dealt with and whether your personal information is disclosed to overseas recipients for the purposes of storing data.

### **24 Hour Access (If applicable)**

52. The Gym at the Centre is accessible 24 hours a day, 7 days a week to members with the applicable access.
53. If you are a member who accesses the Gym outside staffed hours, you acknowledge that you are subject to the Membership Terms & Conditions <https://baypavilions.com.au/about/terms-and-conditions> and acknowledged that you:
- (a) enter and use the equipment in the Centre at your own risk;
  - (b) will not use any equipment if you believe there is a risk to your personal health or safety; and
  - (c) can only use your access for yourself and must not admit another person, whether they are a member or non-member of the Centre. Bay Pavilions reserves the right to suspend or terminate your membership if you breach this clause 46(c).
  - (d) members must not activate the duress alarm without due cause. You agree to indemnify Bay Pavilions for any costs incurred by Bay Pavilions for your breach of this clause 46 (d).

### **Variation, Severance and Governing Law**

54. Bay Pavilions reserves the right in its sole discretion to vary these Conditions of Entry by providing you written notice of any variation. The notice may be provided by any reasonable communication method, including but not limited to the Centre's website, social media channels, email or signage.
55. Any provision of this Agreement which is void or unenforceable may be severed without affecting the enforceability of other provisions.

56. These Conditions of Entry are governed by the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

## Etiquette and Conditions of Use – Gym

By entering the Gym, you agree to the following additional conditions of entry:

- If assistance is required during your visit, see a staff member.
- Always carry a towel and water bottle.
- Practice personal hygiene by wiping down equipment when finished.
- For the comfort of other customers please ensure personal hygiene is maintained.
- No street or work attire, open-toed shoes or work boots are allowed.
- Bags are not permitted in the Gym. Lockers are available for use.
- Time limit of 20 minutes applies to cardio equipment during peak times.
- Share equipment in between sets.
- Only use the equipment for its intended purpose.
- Refrain from using unfamiliar equipment without the advice of staff.
- Replace weights in racks after use.
- Practice personal hygiene by wiping down equipment when finished.
- For the comfort of other customers please ensure personal hygiene is maintained.
- Report any issues to staff immediately.
- Do not engage in anti-social behaviour such as swearing, excessive grunting or aggressive behaviour.
- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>

## Etiquette and Conditions of Use – Group Fitness/Program Studios

By entering the Studio, you agree to the following additional conditions of entry:

- Each participant must have a valid booking or ticket. Entry will not be permitted into classes after the first 5 minutes.
- Equipment cannot be reserved.
- If assistance is required during your class, see your instructor or a staff member.
- Always carry a towel and water bottle.
- No street or work attire, open-toed shoes or work boots are allowed.
- Bags are not permitted in the studio. Lockers are available for use.
- Only use the equipment for its intended purpose.
- Refrain from using unfamiliar equipment without the advice of staff.
- Replace equipment after use.
- Practice personal hygiene by wiping down equipment when finished.
- For the comfort of other customers please ensure personal hygiene is maintained.
- Report any issues to staff immediately.
- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>

## Etiquette and Conditions of Use – Aquatic Areas

By entering the Aquatic Areas, you agree to the following additional conditions of entry:

- Customers are required to obey all signs and always follow the directions of lifeguards.
- Unsupervised children will be removed from the water.
- Toddlers, babies, and incontinent persons must always wear water-proof pants or nappies.
- Dispose of used nappies in dedicated nappy bins.
- Please shower before entering the pools, spas, saunas, and steam rooms.
- Oils, creams, soaps, and sprays of any kind are not permitted when using these facilities.
- To ensure the safety of yourself and others please do NOT:
  - dive (dive entry only permitted by trained swimmers under staff supervision);
  - bomb or otherwise involve yourself in rough play;
  - hang on the lane ropes; or
  - run around the Aquatic Areas (walk only)
- If you, or a child under your care, have suffered any stomach related symptoms including diarrhoea in the past 14 days, please refrain from using the aquatic facilities.
- Notify staff immediately if a faecal accident occurs.
- The following conditions of use apply when swimming laps:
  - keep to the left of the lane;
  - keep the end of lanes clear for turning;
  - give way to faster swimmers before turning for the next lap; and
  - observe lane speed instructions.
- Only recognised swimwear is to be worn in the water. Articles of clothing such as streetwear, underwear, jeans, t-shirts, leotards, and sporting wear are strictly prohibited in the water.
- The following items are not permitted in the pools:
  - mermaid tails;
  - water guns;
  - water balloons;
  - oversized inflatable pool toys (exception of baby swim rings/seats); and
  - boogie Boards
- Report any issues to staff immediately.

- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>

## Etiquette and Conditions of Use – Water Slides

By entering the Water Slides, you agree to the following additional conditions of entry:

- Severity of ride – Medium
- Water Depth – 16.5 – 21.5cm
- Riders must be at least 120cm and over 6 years old
- Riders must sit up once outside slide tunnel
- Riders must exit the slide area quickly
- All riders must wear appropriate swimwear
- Riders must not wear jewelry
- People who have health problems are not allowed to slide
- Do not run along stairs

### Mandatory sliding positions

- No bracelets, locker key or other sharp objects are to be worn or taken down the slide
- Voluntary stopping along the slide is not allowed
- Slide must be ridden feet first lying on your back with legs firmly crossed at the ankles and arms folded across the chest (to prevent elbows contacting the flume)
- Do not uncross your legs or attempt to sit up until you come to a stop in the pool
- Only one rider sliding at a time.
- Report any issues to staff immediately.
- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>

## Etiquette and Conditions of Use – Splash Park

By entering the Splash Park, you agree to the following additional conditions of entry:

- This area is unsupervised
- All children must be supervised by an adult
- Have fun and be respectful of others



- No food or drink in the splash park
- No running or rough play
- Children in nappies must wear swim nappies
- Only change nappies in the amenities
- Do not use splash park if unwell or infectious
- Report any issues to staff immediately.
- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>

### **Etiquette and Conditions of Use – Change Rooms**

By entering the Change Rooms, you agree to the following additional conditions of entry:

- Cameras or mobile phones are not permitted to be used in the Change Rooms.
- Personal belongings must not be left in Change Rooms, unless properly secured in a locker.
- Report any issues to staff immediately.
- Always follow staff instructions.

It is your responsibility to read or inform yourself about the complete Conditions of Entry which are available from a staff member at reception,  
<https://baypavilions.com.au/about/terms-and-conditions>