

KYOGLE COUNCIL POOLS CONDITIONS OF ENTRY

By entering the Kyogle Council Pools, Kyogle, Woodenbong or Bonalbo each patron agrees to the following terms and conditions.

1. General Purpose of these Terms and Conditions Policy.

The overriding purpose of these Terms & Conditions is to provide a safe and non-threatening environment for all patrons, employees, and other users of the facility.

2. Facility Management.

For safety and security reasons all patrons accessing the facility must;

- a) obey all directional and safety signage around the facility; and
- b) follow all reasonable requests and instructions given by the facility management and employees.

3. General Terms of Entry.

An entry fee to access the facility must be paid in accordance with the fee schedule. This fee enables you to enter the facility once the transaction has been completed. Season Passes must be shown upon entry, staff will need to confirm valid Season Passes prior to entry if you have forgotten your pass.

Anyone attempting to gain entry without paying or without authorisation will be denied access. Bags and other items may be subject to inspection. Persons who refuse inspection of bags may be refused entry to the facility.

The consumption of alcohol, smoking, vaping, and drug use is not permitted in the facility. Alcoholic beverages, drugs, weapons or any other substances or objects which are prohibited by law are not permitted to be brought into the facility.

Glass and other breakables are not permitted to be brought into the facility. Animals are not permitted to be brought into the facility (Other than Companion Dogs – Proof required)

4. Child Supervision.

Any child 10 years of age or under MUST be supervised at all times by a parent or responsible guardian of 16 years or older (unless in a supervised activity).

All children 5 years or under, and non-swimmers MUST be within arm's reach supervision of a parent or responsible guardian of 16 years or older (in an aquatic environment).

5. General Behaviour.

All patrons must behave in a manner that is safe and respectful for the enjoyment and safety of other patrons using the facility. Any behaviour which is considered offensive, inappropriate or interferes with the enjoyment of other patrons in the facility will be evicted.

To respect the privacy of all visitors, any video, camera or recording device that is used within the facility MUST NOT be used without prior approval from the Facility Management.

Footage that is recorded by these devices cannot be shared on social media platforms without the prior consent of the persons in the footage or their legal guardian.

For safety and security reasons patrons are not permitted to block the entrances and exits with their personal belongings.

6. Clothing, Attire and Related Matters.

All patrons are encouraged to use the showers before using the facility. Appropriate bathing attire, apparel and footwear are always to be used.

7. Medical Conditions and related matters.

People with serious medical conditions, including but not limited to, epilepsy and heart conditions must report their condition to the Lifeguard or Facility Management on Duty.

In the interest of public health and safety, incontinent people must take appropriate precautions. Patrons are not permitted to use the facility if they are affected by any drugs, alcohol or medications which may make it unsafe for them to use the facility. Patrons consent to receiving any medical treatment that the staff may reasonably consider necessary or desirable if they suffer an injury whilst at the facility.

Children under 3 and those Not Toilet trained must wear Swim Pants – sold at the Kiosk.

8. Commercial and/or business activity.

No person entering the facility shall carry out any form of commercial and/or business activity without the prior consent from Kyogle Council. If Kyogle Council consents to any form of commercial and/or business activity, the person carrying out or responsible for the commercial and/or business activity shall ensure that they comply with the terms of consent as issued by Kyogle Council. For the avoidance of doubt, coaching or training must not be conducted for fee or reward without the prior permission of Kyogle Council.

9. Lost or Stolen Items.

The Facility and the Kyogle Council do not accept liability for any theft, loss or damage to personal property, whether in the facility or elsewhere.

10. Risk and Injury.

Patrons enter the facility and use it at their own risk. To the full extent permitted by law, the facility and Kyogle Council does not accept liability to any person in respect of any personal injury or death arising from the person's entry into and use of the facilities.

11. Right of refusal of entry and eviction.

The Facility Management reserves the right to refuse entry and evict any person at any time from the facility at its sole discretion. The right of the Facility Management to refuse entry to any person or to evict patrons from the facility includes, but is not limited to, all matters concerning:

- a) Persons under the influence of drugs or alcohol;
- b) Dangerous or unsafe behaviour;
- c) Disorderly, disruptive, inappropriate or antisocial behaviour;
- d) Vandalism; and
- e) Admission evasion.

Facility management may refuse entry to or evict a person from the facility who compromises the safety or the overall enjoyment of other patrons within the facility. A person or group refused entry to, or evicted from the facility has no right to a refund of any monies paid for admission to the facility. Kyogle Council reserves the right to ban patrons from using the facility.



By Order of Kyogle Council