

# Conditions of Entry

The Town of Port Hedland (**'the Town'**) is committed to providing a safe, healthy and enjoyable environment for all attendee, including but not limited to patrons, members, staff, contractors, and third parties (**'Attendee'**). In support of this, all entries to the grounds of the Town at the South Hedland Aquatic Centre and the Gratwick Aquatic Centre (**'the Venue'**) are subjected to the below Conditions of Entry (**'the Conditions'**).

By entering the Venue, you agree to abide by the following Conditions:

1. The Conditions are subject to the current State or Federal government directions or restrictions, if any.
2. The Town may:
  - 2.1. vary the Conditions according to the types of programs, activities, and services
  - 2.2. update, modify or change the Conditions without notice
  - 2.3. interpret the Conditions as it deems fit and the decision of the Town is final.
3. The Conditions must be read in conjunction with the other conditions of sale appearing on the terms and conditions of your membership, booking or other agreement with the Town.
4. *Aquatic Facilities General Conditions*
  - 4.1. The Conditions are to be read in conjunction with the conditions associated with the Venue membership.
  - 4.2. The Town, at its discretion, may deny membership or entry, refuse future membership or entry, remove and / or ban an Attendee from the Venue if the Attendee:
    - 4.2.1. does not hold a current or valid membership access fob issued by the Town
    - 4.2.2. enters, or provides any access to other Attendee, into an area not included within their membership access
    - 4.2.3. fails to comply or cooperate with the membership access checks, on entry or at anytime, by the Town
    - 4.2.4. conducts any private business without prior written authorisation by the Town
    - 4.2.5. advises or trains another Attendee at the Venue without prior written authorisation by the Town
    - 4.2.6. is not dressed appropriately or sufficiently, including but not limited to inappropriate exposure or inappropriate swim attire in the Venue
    - 4.2.7. improperly or selfishly uses or misuses the equipment(s)
    - 4.2.8. is deemed by the Town to be endangering the safety of themselves or any other Attendee, including but not limited to medically and physically
    - 4.2.9. fails to provide or update the pre-exercise medical questionnaire
    - 4.2.10. any other behaviours or traits deemed uncooperative or inappropriate by the Town.

## 5. *Aquatic Facilities Age Restrictions*

- 5.1. The Town requires a responsible person over the age of 18 years (**‘the Responsible Supervisor’**) at all times:
  - 5.1.1. to accompany and provide direct supervision of all Attendee deemed by the Town to be under the age of 12 years (**‘Children under 12’**)
  - 5.1.2. to remain within arm’s reach of the Attendee deemed by the Town to be under the age of 6 years (**‘Children under 6’**) and to accompany and provide direct supervision of the Children under 6
    - 5.1.2.1. for clarification, if the Children under 6 are in the water, the Responsible Supervisor must also be in the water within arm’s reach of the Children under 6
  - 5.1.3. to supervise no more than 4 Children under 12.
- 5.2. Failure to comply with the *Aquatic Facilities Age Restrictions* may result in the removal of all Attendee, including the non-compliant Responsible Supervisor and the Children under 12 and / or Children under 6, from the Venue.

## 6. *Rights of Management*

- 6.1. In its absolute discretion, the Town may refuse entry or remove from the Venue any Attendee:
  - 6.1.1. within the Venue outside of the hours of operation
  - 6.1.2. if the maximum number of people within the Venue has been reached
  - 6.1.3. wishing to access any aspect of the Venue or its services which are not currently operational
  - 6.1.4. unauthorised to access the venue
  - 6.1.5. deemed to be non-compliant with the *Aquatic Facilities Age Restrictions*
  - 6.1.6. deemed to be intoxicated, disorderly or engaged in anti-social behaviour
  - 6.1.7. subject to current banning notices
  - 6.1.8. in response to any emergency / medical incident or event
  - 6.1.9. who has failed to sign in, as required, at the Venue
  - 6.1.10. for any other reason.

## 7. *Screening*

- 7.1. Access will be managed via screening and checks which may include electronic equipment scanning, personal body checks, and any other forms of checks deemed reasonable by The Town.
- 7.2. Consent is given to belongings, including bags, clothing or any other item, checked on entry and within the Venue at anytime.
- 7.3. Any Attendee who fails to comply or cooperate with the screening request may be denied entry, removed or banned from the Venue.

## 8. *Prohibited Conduct / Patron Removal*

- 8.1. The Town has the absolute discretion to deny entry, refuse future booking or entry, remove and / or ban any Attendee from the Venue if the Town was of the opinion that the Attendee:
  - 8.1.1. was found to be in breach of the current State or Federal government directions or restrictions

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- 8.1.2. has entered an area of the Venue, that is closed, unavailable or permitted from entry, without prior written authorisation by The Town
- 8.1.3. attending a ticketed event was not holding a valid ticket, or which appears to have been defaced, forged or copied
- 8.1.4. has failed to comply or cooperate with the Town
- 8.1.5. has used foul or abusive language, made racial, discriminatory, or threatening remarks or gestures
- 8.1.6. has conducted unauthorised soliciting, customer surveying, promotional activities or commercial activities unless prior written authorisation was provided by The Town
- 8.1.7. was carrying prohibited items, or any other items which could compromise security or safety, or cause injury or public nuisance
- 8.1.8. was deemed to be under the influence of alcohol or illicit drugs
- 8.1.9. engaged in disorderly, offensive, anti-social, disruptive, inappropriate, or unlawful behaviour
- 8.1.10. has committed any act of trespass, vandalism, littering or damage to any property within the Venue
- 8.1.11. has engaged in behaviours considered by the Town to risk, damage, injure or cause harm to another Attendee.
- 8.2. No refunds will be paid to the Attendee removed from the Venue.
- 8.3. The incident or subsequent entry after removal may be referred to the Police or relevant statutory authorities.

## 9. *Electronic Surveillance*

- 9.1. To protect the safety of all Attendee, surveillance equipment (including security cameras via closed circuit television ('CCTV')) are in operation within and in surrounding areas of the Venue.
- 9.2. Implied consent is given to information (including images) being recorded on the surveillance equipment and disclosed to third parties including but not limited to the Police and relevant statutory authorities.

## 10. *Risk and Liability*

- 10.1. An Attendee, who enters the Venue, assumes all risk of any damage or loss (including but not limited to property damage, physical or mental harm, personal injury, economic or indirect or consequential loss) however it arises at the Venue.
- 10.2. The Town will not be responsible for any damage, loss or theft of any property.
- 10.3. An Attendee, who enters the Venue unauthorised, will be liable for all costs associated with the unauthorised entry such as but not limited to security alarm triggers and security call outs fees.

## 11. *Compliance*

- 11.1. By entering the Venue, you agree to abide, comply and cooperate with the Conditions.
  - 11.1.1. Failure to comply with the current State or Federal government directions or restrictions may be an offence under the respective legislation.

## 12. *Attire*

- 12.1. As a minimum for general public areas, an Attendee must be appropriately clothed with clothing suitable to the activity in which they are participating.
- 12.2. An Attendee wearing or displaying images or logos that are deemed offensive by the Town may be denied entry or asked to remove such items.
- 12.3. Wearing of 'colours' or 'insignia' signifying or belonging to any Outlaw Motorcycle Clubs or other groups as designated by the Police is prohibited.
- 12.4. An Attendee attempting to conceal their identity such as with a scarf, balaclava or mask, unless for religious or medical or other justifiable reason, may be refused entry, be requested to undergo a security check or be removed from the Venue.

### 13. Prohibited Items

- 13.1. The following items are prohibited from entering the Venue unless prior written authorisation was provided by the Town:
  - 13.1.1. weapons of any kind
  - 13.1.2. alcohol and illicit drugs
  - 13.1.3. glassware and ceramics
  - 13.1.4. musical instruments / whistles
  - 13.1.5. unauthorised temporary signage or promotional products
  - 13.1.6. flags / banners over 1 metre
  - 13.1.7. fireworks / flares / laser lights / pyrotechnics
  - 13.1.8. rollerblades / skateboards / scooters / bikes / helmets
  - 13.1.9. professional cameras, audio recording equipment or video cameras
  - 13.1.10. animals except for assistance dogs per *Dog Act 1976 (WA)*
  - 13.1.11. any large items that cannot be placed under a seat
  - 13.1.12. umbrellas, marquees, shade structures
  - 13.1.13. any other items that in the discretion of the Venue could cause damage, harm or public nuisance.

### 14. Alcohol

- 14.1. Alcohol must not be served, consumed, supplied or sold in the Venue, unless there is a valid liquor licence or permit (in accordance with the *Liquor Control Act 1988 (WA)*); and prior written authorisation was provided by the Town.
- 14.2. If there is a valid liquor licence or permit:
  - 14.2.1. alcohol must not be taken into or out of the Venue
  - 14.2.2. alcohol, if served, must only be consumed in the designated areas in the Venue
  - 14.2.3. alcohol must not be consumed in designated 'Alcohol Free' areas within the Venue
  - 14.2.4. alcohol must not be consumed within the Venue by any Attendee under the age of 18 years
  - 14.2.5. alcohol must not be served or supplied to any Attendee under the age of 18 years.
- 14.3. Any breaches to the above may result in the Attendee being removed from the Venue.

### 15. Food and Beverages (Non-alcoholic)

- 15.1. It is a Condition that all food and beverages are checked on entry and / or within the Venue at anytime.

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## 16. *Smoking*

- 16.1. Smoking is not permitted within the Venue or within five metres of the Venue entrances.
- 16.2. This includes but not limited to electronic cigarettes, personal vaporisers, electronic nicotine delivery systems or other battery powered vaporisers.

## 17. *Identity of Attendee*

- 17.1. All Attendee must comply with any age specifications or restrictions at the Venue at all times which includes the *Aquatic Facilities Age Restrictions*.
- 17.2. It is a Condition that a Photo Card (or other Australian equivalent to a *Photo Card Act 2014* (WA)) be checked on entry and / or within the Venue at anytime. Any Attendee who fails to comply with or cooperate with the identity checking request may be denied entry, removed or banned from the Venue.

## 18. *Use of Image*

- 18.1. The Town may take photographs and/or video recordings (and/or stills from video recordings) of any Attendee and may use these photographs and video recordings for any media or other purpose, including advertising or promotional purposes, and training purposes, without payment of any kind to Attendee.
- 18.2. All Attendee shall be deemed to consent to the use of these photographs and video recordings, unless the Town is otherwise notified in advance in writing by the Attendee to the contrary.

## 19. *Photographic, Video and Audio Equipment*

- 19.1. The use of photographic, audio or visual equipment (including mobile phones with cameras) is not permitted:
  - 19.1.1. for commercial purposes without prior written authorisation by the Town
  - 19.1.2. in the following specified areas of the Venue:
    - 19.1.2.1. change rooms
    - 19.1.2.2. toilets / showers / saunas
    - 19.1.2.3. gymnasiums
    - 19.1.2.4. aquatic facilities
    - 19.1.2.5. creche.

## 20. *Privacy*

- 20.1. By entering the Venue, all Attendee consents to the Town using, and where required sharing, their personal Information with the event/activity holder, sporting body and law enforcement agencies, in connection with investigating, documenting or analysing any breach or alleged breach of the Conditions, or enforcing any ban notice.