

**Shire of Wyndham East Kimberley
Recreation Facilities Conditions of Entry**

All entries to the grounds of the Shire of Wyndham East Kimberley (**'the Shire'**) at the Wyndham Swimming Pool, Wyndham Recreation Centre, Kununurra Leisure Centre and the Kununurra Splash Park (**'the Venue'**) are subjected to the below Conditions of Entry (**'the Conditions'**). By entering the Venue, you (**'Attendee'**) 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 Shire 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 Shire is final.
3. The Conditions must be read in conjunction with the other conditions appearing on the terms and conditions of your membership, booking or other agreement with the Shire.
4. Age Restrictions
 - 4.1. The Shire requires a responsible person over the age of 16 years (**'the Responsible Supervisor'**) at all times:
 - 4.1.1. To accompany and provide direct supervision of all Attendee deemed by the Shire to be under the age of 12 years (**'Children under 12'**)
 - 4.1.2. To remain within arm's reach of the Attendee deemed by the Shire to be under the age of 5 years (**'Children under 5'**) and to accompany and provide direct supervision of the Children under 5. If the Children under 5 are in the water, the Responsible Supervisor must also be in the water and within arm's reach of the Children under 5
 - 4.1.3. To supervise no more than 4 Children under 12
 - 4.1.4. To supervise no more than 2 Children under 5
 - 4.2. Failure to comply with the 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 5, from the Venue.

5. Rights of Management

- 5.1. The Shire, at its discretion, may deny membership or entry, refuse future membership or entry, remove and / or ban from the Venue any Attendee:
- 5.1.1. Unauthorised to access the venue
 - 5.1.2. If the maximum number of people within the Venue has been reached
 - 5.1.3. That does not hold a current or valid membership access fob issued by the Shire
 - 5.1.4. That enters, or provides any access to another Attendee, into an area not included within their membership access
 - 5.1.5. Fails to comply or cooperate with the membership access checks, on entry or at anytime, by the Shire
 - 5.1.6. Conducts any private business without prior written authorisation by the Shire
 - 5.1.7. Advises or trains another Attendee at the Venue without prior written authorisation by the Shire
 - 5.1.8. Deemed to be intoxicated, disorderly or engaged in anti-social behaviour
 - 5.1.9. Is not dressed appropriately or sufficiently, including but not limited to inappropriate exposure or inappropriate attire, in the Venue
 - 5.1.10. Improperly or selfishly uses or misuses the equipment(s)
 - 5.1.11. That intentionally or accidentally dropping weights or weight stacks and / or fails to bring or utilise a towel to place on the upholstery
 - 5.1.12. Is deemed by the Shire to be endangering the safety of themselves or any other Attendee, including but not limited to medically and physically
 - 5.1.13. Deemed to be non-compliant with the Age Restrictions
 - 5.1.14. Fails to provide or update the pre-exercise medical information
 - 5.1.15. Subject to current banning notices
 - 5.1.16. In response to any emergency incident or event at its discretion
 - 5.1.17. who has failed to sign in, as required, at the Venue
 - 5.1.18. Any other behaviours or traits deemed uncooperative or inappropriate by the Shire.

6. Screening

- 6.1. Access may be managed via screening and checks which may include electronic equipment scanning, personal body checks, age checks, and any other forms of checks deemed reasonable by The Shire.
- 6.2. Consent is given to belongings, including bags, clothing or any other item, checked on entry and within the Venue at anytime.

6.3. Any Attendee who fails to comply or cooperate with the screening request may be denied entry, removed or banned from the Venue.

7. Prohibited Conduct / Patron Removal

7.1.1. The Shire has the absolute discretion to deny, cancel or refuse a current or future entry, membership, and / or booking, and remove and / or ban any Attendee from the Venue if the Shire was of the opinion that the Attendee:

7.1.2. Was found to be in breach of the current State or Federal government directions or restrictions

7.1.3. Has entered an area of the Venue, that is closed, unavailable or permitted from entry, without prior written authorisation by The Shire

7.1.4. Attending a ticketed event was not holding a valid ticket, or which appears to have been defaced, forged or copied

7.1.5. Has failed to comply or cooperate with the Shire

7.1.6. Has used foul or abusive language, made racial, discriminatory, or threatening remarks or gestures

7.1.7. Has conducted unauthorised soliciting, customer surveying, promotional activities or commercial activities unless prior written authorisation was provided by The Shire

7.1.8.

7.1.9. Was carrying prohibited items, or any other items which could compromise security or safety, or cause injury or public nuisance

7.1.10. Was deemed to be under the influence of alcohol or illicit drugs

7.1.11. Engaged in disorderly, offensive, anti-social, disruptive, inappropriate, or unlawful behaviour

7.1.12. Has committed any act of trespass, vandalism, littering or damage to any property within the Venue

7.1.13. Has engaged in behaviours considered by the Shire to risk, damage, injure or cause harm to another Attendee.

7.2. No refunds will be paid to the Attendee removed from the Venue.

7.3. The incident or subsequent entry after removal may be referred to the Police or relevant authorities.

8. Electronic Surveillance

- 8.1. 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.
- 8.2. 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.

9. Risk and Liability

- 9.1. 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.
- 9.2. The Shire will not be responsible for any damage, loss or theft of any property.
- 9.3. 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.

10. Compliance

- 10.1. 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.

11. Attire

- 11.1. As a minimum for general public areas, an Attendee must be appropriately clothed with clothing suitable to the activity in which they are participating
- 11.2. An Attendee utilising the Gym facilities must wear appropriate enclosed footwear
- 11.3. An Attendee utilising the Gym or Aquatic facilities wearing work clothes, work boots or casual clothes may be denied entry or asked to remove such items
- 11.4. An Attendee wearing or displaying images or logos that are deemed offensive by the Shire may be denied entry, asked to remove such items or be removed from the Venue
- 11.5. Wearing of 'colours' or 'insignia' signifying or belonging to any Outlaw Motorcycle Clubs or other groups as designated by the Police is prohibited
- 11.6. 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

denied entry, or be requested to undergo a security check or be removed from the Venue.

12. Prohibited Items

- 12.1. The following items are prohibited from entering the Venue unless prior written authorisation was provided by the Shire:
- 12.1.1. Weapons of any kind
 - 12.1.2. Alcohol and illicit drugs
 - 12.1.3. Glassware and ceramics
 - 12.1.4. Musical instruments / whistles
 - 12.1.5. Unauthorised temporary signage or promotional products
 - 12.1.6. Flags / banners over 1 metre
 - 12.1.7. fireworks / flares / laser lights / pyrotechnics
 - 12.1.8. rollerblades / skateboards / scooters / bikes / helmets
 - 12.1.9. Professional cameras, audio recording equipment or video cameras
 - 12.1.10. Animals except for assistance dogs per Dog Act 1976 (WA)
 - 12.1.11. Any large items that cannot be placed under a seat
 - 12.1.12. Umbrellas, marquees, shade structures
 - 12.1.13. Any other items that in the discretion of the Venue could cause damage, harm or public nuisance.

13. Alcohol

- 13.1. 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 Shire.
- 13.2. If there is a valid liquor licence or permit:
- 13.2.1. Alcohol must not be taken into or out of the Venue
 - 13.2.2. Alcohol, if served, must only be consumed in the designated areas in the Venue
 - 13.2.3. alcohol must not be consumed in designated 'Alcohol Free' areas within the Venue
 - 13.2.4. alcohol must not be consumed within the Venue by any Attendee under the age of 18 years
- 13.3. Alcohol must not be served or supplied to any Attendee under the age of 18 years.
- 13.4. Any breaches to the above may result in the Attendee being removed from the Venue.

14. Food and Beverages (Non-alcoholic)

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

15. Smoking and Vaping

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

16. Identity of Attendee

- 16.1. All Attendee must comply with any age specifications or restrictions at the Venue at all times which includes the Aquatic Facilities Age Restrictions.
- 16.2. 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.

17. Use of Image

- 17.1. The Shire 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.
- 17.2. All Attendee shall be deemed to consent to the use of these photographs and video recordings, unless the Shire is otherwise notified in advance in writing by the Attendee to the contrary.

18. Photographic, Video and Audio Equipment

- 18.1. The use of photographic, audio or visual equipment (including mobile phones and other devices with cameras) is not permitted:
- 18.1.1. Without prior written authorisation by the Shire
- 18.1.2. In the change rooms, toilets and showers

19. Privacy

- 19.1. By entering the Venue, all Attendee consents to the Shire 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.

