

Aquamoves Conditions of entry for all users

GENERAL

Welcome to Aquamoves Lakeside Shepparton. The following Conditions of Entry and Use apply to your visit, including the car park located at 25 Tom Collins Drive, Shepparton VIC 3632, administered by Greater Shepparton City Council (ABN 59 835 329 843). A copy of these Conditions is available on the Aquamoves website: <https://aquamoves.com.au/terms-and-conditions>

It is your responsibility to familiarise yourself with these Conditions. By entering the venue or using a casual or visit pass, you acknowledge and accept these Terms and Conditions, along with any related risks, responsibilities, and obligations.

CONDITIONS OF ENTRY

1. Aquamoves reserves the right to refuse entry to, or remove, any person from the venue.
2. Children under 10 years of age must be accompanied by a person aged 16 years or older, unless participating in an official Aquamoves program. If you bring children under 10, you are responsible for their care, conduct, and supervision at all times.
3. All patrons must pay the applicable admission fee to enter.
4. Patrons must comply with staff directions at all times. Indecent, offensive, or unsafe behaviour may result in removal from the venue.
5. Entry is prohibited to anyone under the influence of alcohol or illegal drugs. Alcohol, illegal substances, glass items, and smoking/vaping are not permitted within Aquamoves buildings or grounds.
6. Patrons are responsible for their own property, including vehicles and bicycles. Aquamoves accepts no liability for loss, damage, or theft.
7. Entry is valid for single use only. Pass-outs and re-entry are not permitted unless approved by Management for valid members.

8. Patrons must comply with all applicable policies and any reasonable directions from Aquamoves staff, including emergency procedures and occupational health and safety requirements.
9. CCTV and alarm systems operate throughout the venue. Aquamoves reserves the right to use surveillance footage for Centre management purposes.

PUBLIC HEALTH AND SAFETY MEASURES

10. Aquamoves may, at its sole discretion:
 - a. Close the venue, regardless of advertised opening hours;
 - b. Modify access or usage of specific areas or facilities;
 - c. Implement any other measures necessary to comply with government directives or for public health and safety.
11. Any measures under clause 10 will be communicated at the earliest time via signage or other appropriate methods. Patrons must comply with all such measures.

USE OF EQUIPMENT AND FACILITIES

12. Oils, powders, chemicals, adhesives, or similar substances must not be used or left on any surface or equipment—including in the sauna, pools, or gym, without prior written approval. Patrons are liable for any damage caused by unauthorised use.

CANCELLATION, REFUND POLICY & CONDITIONS

13. All purchases, including merchandise and casual/ visit passes, are subject to a case-by-case refund policy at Management's discretion. Refunds may be granted if reasonable notice and valid proof of purchase are provided. Additional documentation may be required. If approved, refunds will be processed via direct deposit.
14. For hygiene reasons, no refunds will be issued for bathers once purchased, regardless of use. However, a same-day refund may be granted if valid proof of

purchase is presented and the product has not been worn. Full refunds may also be issued within seven days of purchase if the product or service has not been used and all other conditions are met.

RISK WARNING AND WAIVER

Risk Warning and Acknowledgement

15. Participation in physical activities at Aquamoves, including use of pools, gyms, fitness studios, Splash Park, Water Slide, and Rapid River, carries inherent risks. By entering the facility, you acknowledge the possibility of physical or mental injury, including those arising from your own actions, the actions of others, or the nature of the activity.

Waiver and Limitation of Liability

16. By agreeing to these Conditions, you acknowledge that Aquamoves may limit its liability under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and the Australian Consumer Law and Fair-Trading Act 2012 (Vic). To the extent permitted by law, Aquamoves excludes liability for death, injury (physical or mental), illness, or any other harm resulting from the supply of recreational services, including any implied guarantees of due care and skill.

Warning under the Australian Consumer Law and Fair Trading Act 2012

17. Under Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), Aquamoves may request that you agree to exclude certain statutory guarantees. Signs posted prominently around Aquamoves note that by participating in activities at Aquamoves, you exclude, restrict or modify your rights to sue.
18. If you have participated in activities at Aquamoves, you agree that your rights to sue Aquamoves under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
19. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These

guarantees mean that Aquamoves 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.
20. In accordance with section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.
 21. NOTE: The change to your rights, as set out in this form, 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 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

LIABILITY AND INDEMNITY

22. **Liability** - I acknowledge and agree that, to the extent permitted by law, Aquamoves, the Centre, and Greater Shepparton City Council ('the Council') are not liable for any direct, indirect, or consequential injury, loss, or damage arising from the use of the Centre unless arising out of the negligence of the Council. This includes, but is not limited to, personal injury, loss or damage to property or vehicles, and lost or stolen items
23. **Indemnity** - I agree to indemnify and keep indemnified Greater Shepparton City Council and Aquamoves, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the users performance or

purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omission of the user.

USE OF IMAGES AND MATERIAL CREATED AT THE VENUE

24. Photography or video recording of activities at Aquamoves is permitted for personal use only. Any use of images or recordings for public advertising, display, commercial purposes, sale, broadcast, or distribution, by any means or platform, is strictly prohibited without prior written approval from Management, which may be withheld or granted subject to conditions, including applicable fees, at Management's sole discretion.
25. If Management reasonably suspects that images or recordings are being taken for non-personal use without prior approval, the individual responsible may be directed to leave the venue immediately.
26. The use of cameras, video recording devices, or livestreaming is not permitted under any circumstances in change rooms due to privacy laws.

BREACH OF CONDITION

27. Breach of Conditions and Removal - Aquamoves reserves the right to refuse entry to, or request the removal of, any person who breaches these Conditions, appears intoxicated or under the influence of illicit substances, possesses prohibited items, or behaves in a manner that endangers the safety or enjoyment of others. Any removal will be carried out using only reasonable force and in accordance with applicable laws.
28. Venue Rights and Patron Conduct - To maintain a safe and respectful environment, Aquamoves may:
 - a. Refuse entry to ensure compliance with venue rules;
 - b. Request any person to leave the premises;

- c. Conduct bag checks or visual inspections for prohibited items, with consent;
- d. Confiscate or dispose of prohibited items found during such inspections;
- e. Cancel admission without refund in cases of serious breach; and
- f. Report concerning behaviour to relevant authorities.

PRIVACY

29. Aquamoves collects your personal information to operate the facility, deliver services, run events, and ensure the safety and security of all patrons, including through the use of surveillance systems such as security cameras. Your personal information is handled in accordance with Council's Privacy Policy. Aquamoves may share your information with third parties engaged to perform services on its behalf, such as marketing, loyalty programs, or other operational functions, in line with the Privacy Policy. The Privacy Policy also outlines how you can access or correct your personal information and how to lodge a complaint. If you do not wish to receive promotional material from Aquamoves, its sponsors, or third parties, you may opt out by contacting Aquamoves via email, phone, or the opt-out link provided in communications.

MEDICAL TREATMENT

30. If you suffer any injury or illness while at Aquamoves, you consent to a representative of Management providing or facilitating evacuation, first aid, and/or medical treatment, including calling for emergency services such as an ambulance.

UNAUTHORISED PROMOTION

31. 26. You must not, without prior written authorisation from Aquamoves, represent, through advertising, statements, or implication, that you are a sponsor, affiliate, or otherwise connected with any Aquamoves event or that Aquamoves endorses any goods or services you offer. If Management reasonably believes that any advertising

material brought into or displayed at the venue breaches this condition, it may be removed, concealed, disposed of, or the responsible person may be directed to take corrective action.

USE OF VENUE

32. When using any aquatic areas within Aquamoves, you must:
 - a. actively supervise children under 10 in the water at all times.
 - i. Under 5 years: A parent or guardian must be in the water and within arm's reach.
 - ii. Ages 5 to 9: A parent or guardian (aged 16 or over) must be actively supervising from the pool deck or in the water.
 - b. Not enter the water if you have open wounds, are unwell, have had diarrhoea in the past two weeks, or have not showered prior to entry;
 - c. Wear appropriate swimwear, including protective swim pants for any incontinent adult, child, or infant; and
 - d. Follow all posted signage and instructions.
33. For patrons' comfort, children over 5 years old are not allowed in opposite gender change rooms, please use family change facilities.
34. You must identify yourself to a lifeguard before entering the pool if you are a beginner or new swimmer with little experience or are not comfortable in the water.
35. Do not climb or hang off the slide. Wait for your turn, only one person at a time is permitted on the slide. An exception applies when a parent or guardian is accompanying a young child; in this case, one adult may slide with one child at a time.
36. Patrons must be suitably and appropriately attired at all times within Aquamoves; street clothing, open-toed shoes, and work boots are not permitted in the gym or group fitness studios to maintain safety, hygiene, and facility standards.

37. Spectators are not permitted in the gym or group fitness studios.

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38. If any part of these Conditions is found to be unlawful or unenforceable under the laws of Victoria or Australia, that part will be severed without affecting the validity of the remaining provisions. These Conditions are governed by the laws of the State of Victoria, and are subject to the exclusive jurisdiction of the Victorian courts
39. Animals are not permitted within Aquamoves, except for accredited assistance animals accompanying a person with a disability. This includes guide dogs, hearing dogs, and other assistance dogs trained to perform specific tasks to support a person with a disability. Proof of accreditation may be requested by Management. Assistance animals must be under effective control, clean, and well-behaved at all times.
40. All patrons, including those responsible for children, must comply with all signage displaying warnings, rules, and instructions throughout the Centre, and follow any directions issued by Centre Staff.

ETIQUETTE AND CONDITIONS OF USE – FACILITIES

41. The Hydro pool is strictly reserved for supervised rehabilitation, therapeutic programs, specific aquatic classes, and specialised use by individuals with particular medical or physical conditions. Recreational, lap, or casual swimming is not permitted under any circumstance.
42. When swimming laps, patrons must: keep to the left of the lane; clear the end of the lane promptly after turning; give way to faster swimmers; follow designated lane speed signage; and show courtesy and encouragement to fellow swimmers.

GENERAL AQUATIC RULES

43. To ensure the safety, hygiene, and enjoyment of all patrons, the following rules apply at all times within the aquatic areas:
 - a. Follow all signage and staff instructions at all times.

- b. Do not enter aquatic areas under the influence of alcohol or drugs.
 - c. Appropriate swimwear must be worn:
 - i. No underwear, see-through garments, topless bathing, or nudity.
 - ii. Streetwear such as jeans, leggings, t-shirts, and regular underwear is not permitted in pools due to safety and hygiene concerns.
 - d. Babies, young children, and individuals who are not toilet trained or who experience incontinence must wear waterproof aqua nappies or swimwear with secure elastic at the waist and legs.
 - e. Walk at all times in the pool area, running, jumping, or skipping is not permitted.
 - f. Do not change or remove swimwear on the pool deck.
 - g. No diving is permitted, except under staff supervision and only by trained swimmers.
 - h. Do not climb or hang on lane ropes or aquatic play equipment.
 - i. Rough play, pushing, bombing, or flips are not allowed.
 - j. Small inflatable swim aids (e.g. arm bands, swim rings) are permitted for children. Large floatation devices, mermaid tails, or any equipment that inhibits safe swimming are not allowed.
 - k. Do not pollute the pool, this includes littering or releasing bodily waste.
 - l. It is encouraged to use SPF 30+ waterresistant sunscreen when outdoors to help protect against sun exposure.
 - m. Scooters, skateboards, roller skates, bicycles, e-bikes, and e-scooters are not permitted in the aquatic area.
 - n. Smoking, spitting, and offensive behaviour are strictly prohibited.
44. Lifeguards may direct you or your child to leave the pool for safety or behavioural reasons.

45. The Centre reserves the right to close pools temporarily for safety, maintenance, or operational reasons.

HYGIENE STANDARDS

46. To help maintain a safe and hygienic environment for all patrons, please observe the following hygiene rules when using the aquatic facilities:
- a. Do not use the Centre if you are suffering from:
 - i. an infection;
 - ii. a contagious illness, including diarrhoea or vomiting;
 - iii. an open wound or sore;
 - iv. any condition that may pose a health risk to others.
 - v. If you have experienced gastroenteritis or diarrhoea, you must not use the aquatic facilities for at least 14 days after symptoms have ceased, in accordance with Victorian Health Department guidelines.
 - b. Shower thoroughly with soap before entering the pool.
 - c. Wash your hands with soap after using the toilet or changing a nappy.
 - d. Only change nappies in designated nappy change areas.
 - e. Avoid swallowing pool water.
 - f. Immediately notify a staff member if a faecal incident occurs.
 - g. Use the rubbish and sanitary bins provided for waste disposal.

SPLASH PARK

47. Do not take food in the water play area and do not drink the water.

GYM FACILITIES

48. A gym towel must be carried and used at all times.
49. Closed-in footwear is mandatory while using the gym.

50. Only personal training or instruction authorised by Aquamoves staff is permitted.
51. Weights must be placed down gently; all equipment must be returned to its original position and wiped down with sanitiser after use.
52. Equipment must be shared fairly among all users.
53. Use a spotter or request staff assistance when lifting heavy weights.
54. Completion of a PAR-Q (Physical Activity Readiness Questionnaire) is required before accessing the gym or participating in group fitness classes. If you have not completed a PAR-Q within the past three months, you will be required to submit a new one prior to entry.

GROUP FITNESS FACILITIES

55. Group training rooms open 15 minutes before and after scheduled classes.
56. Mobile phone use is not permitted in group training rooms.
57. Unregistered members may be denied entry if a group class reaches capacity.
58. Entry will not be permitted more than 5 minutes after a group class has commenced

SPA AND SAUNA ROOM

59. All users must comply with the general Aquatic Facilities conditions and clause 43 of the Conditions of Entry.
60. Access is restricted to individuals aged 16 years and over.
61. A valid wristband must be worn at all times to indicate payment or membership.
62. Exercise is strictly prohibited in the Sauna Room
63. Items such as newspapers, magazines, membership cards, oils, soaps, phones and sprays are not permitted in the Sauna room.
64. Entry is not permitted without a towel. Users must sit on a towel at all times while using the Sauna room
65. Sessions must be limited to a maximum of 15 minutes, and users should hydrate adequately to avoid heat stress.