

# Welcome to Ascot Vale Leisure Centre

# **General Conditions of Entry**

To ensure the Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, members must comply with the following conditions:

- All members must present their fob or wristband at reception every time they attend the Venue.
- The facilities are available to the general public and not exclusively for members.
- Entry will be refused or a person requested to leave the Venue if the person
  - i. is abusive or uses offensive language or whose behaviour is threatening or
  - ii. is under the influence of drugs or alcohol.
- No smoking is permitted in the Venue.
- Photography is not permitted within the Venue.
- Glass items are not permitted in the Venue.

#### Personal details

All members must advise venue staff of any changes to email, phone number or address to ensure we can communicate important information about your membership or booking to you.

#### **Child Safe**

Belgravia Leisure is committed to create an environment where children and young people feel safe, included and have fun.

#### Statement

All children and young people who visit our venues have a right to feel and be safe. The welfare of children and young people will always be our priority. We have a zero-tolerance approach to child abuse.

We aim to create an environment where children and young people feel safe, included, and have fun.

We are committed to the cultural safety of Aboriginal children and children from culturally and/or linguistically diverse backgrounds, and the safety of children with disability.

#### We will:

- Empower children and young people allowing them to participate and have a say on matters affecting them.
- Lead a child safety organisation where every day thinking and decision making considers the safety of children and young people
- Make a public commitment to child safety on our website, social media and through a clear, accessible and child friendly Child Safety and Wellbeing policy
- Communicate our child safe code of conduct widely and regularly
- Employee trusted and child safe adults who are screened and care about children and young people
- Prioritise concerns reported as a matter of urgency without judgement or blame
- Proactively identify risks reducing or removing them from children and young people





#### Download a Copy of Belgravia Group Childsafe Statement

Policy

Download a copy of Child Safety & Wellbeing Policy document

Code of Professional Conduct with Children and Young People

<u>Download a copy of Code of Professional Conduct Policy</u>

### **Watch Around Water Policy**

- Childre under 5: Outside of swimming lessons, one parent/guardian must be in the water within arm's reach of a child at all times.
- Children under 10: A parent/guardian must provide constant active supervision of children at all times.

# Lockers (where provided)

- All items stored in the lockers are at your own risk.
- Please refrain from bringing valuable items into the venue.
- Personal belongings (including sports bags) should be securely stored in the lockers available.
- The facility accepts no responsibility for lost or stolen belongings.

### Spa Pool, Sauna, and Steam Room Conditions of Use

- Children under the age of 16 years are not permitted to use the pool, sauna, and steam room.
- Seek medical advice prior to using the spa pool, sauna, and steam facilities if you are concerned that these heated environments may adversely affect you or if you have existing medical conditions.
- The use of spa pool, sauna and steam room is not permitted while under the influence of drugs or alcohol.
- The use of the sauna and steam room is not permitted when suffering from a heart condition or whilst pregnant.
- Please make staff aware if you have pre-existing medical conditions.
- To ensure a safe and fun environment everyone is required to:
  - o Obtain a wristband from reception
  - O Avoid laying down in the sauna or steam room
  - o Refrain from pouring liquids onto the steam rocks
  - o Use the spa pool, sauna, and steam room for no longer than 15 minutes at a time
  - Shower thoroughly before entering the facility
  - o Ensure that appropriate swimwear is worn at all times
  - o Refrain from spitting, shaving, and using exfoliating items/oils
  - Refrain from swallowing spa pool water
  - Sit on your own towel or kickboard whist using the sauna and steam rooms

Staff are here to assist and ensure the safety and enjoyment of all.





# **Health Club & Group Fitness Conditions of Entry**

- Sweat towels must be used at all times
- Weights must be returned to their correct place after use
- Please ensure appropriate gym attire is worn. Denim clothing, work wear and open toed shoes are not appropriate gym attire.
- Food, alcohol and glass bottles are not permitted
- No entry to a group exercise class 5 minutes after it starts
- If you are pregnant, suffer from heart disease, have physical injuries, have medical conditions that restrict your ability to exercise or are over the age of 60, you must consult with a medical practitioner before participating in fitness activities.
- If you feel ill or require assistance, please see a staff member
- Persons under the age of 16 must participate only in supervised activities
- All patrons are requested to carry their membership card or casual pass and gym towel with them at all times
- Free weights should not be dropped. and equipment should not be rested on benches. No other weights should be added to pin loaded equipment.
- Please ensure all equipment is returned to the designated storage area after use
- All equipment is to be wiped down after each use
- Personal belongings (including sports bags) should be securely stored in the lockers available
- Patrons are requested to share equipment with other users (including in rest breaks between sets)
- Please consider the enjoyment and wellbeing of others
- Our staff are here to assist and ensure the safety and enjoyment of all

### Damage to the Centre

• Any member who willfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

### Safety, Maintenance and Service Demand

The Centre may from time to time as reasonably necessary;

- Close off any part of the premises or isolate any piece of equipment for safety reasons.
- Change the hours of opening and closing or alter class timetable in accordance with demand.
- Vary Centre rules. Where this occurs, the Centre will provide reasonable notice.

# **Damage & Personal Liability Disclaimer**

To the extent permitted by law, the Centre excludes any liability to the Member in Membership Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with the Direct Debit Request (DDR) and Contract and/or the services/products provided by the Centre, and/or any act or omission of the Centre.





# Warning under the Fair-Trading Act 1999 (Victorian Memberships Only)

• If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004b. Under the provisions of the Fair-Trading Act 1999 several conditions are implied into Membership Agreements for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- Rendered with due care and skill; and\*as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.
- Under section 32N of the Fair-Trading Act 1999, the supplier is entitled to ask you to agree that these
  conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the
  supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not
  rendered with due care and skill or they were not reasonably fit for their purpose, are excluded,
  restricted or modified in the way set out in this form.

### **Breach of Terms and Conditions**

Any Breach of these terms and conditions will result in a warning, any further breach may result in your membership being suspended or terminated. In line with our Banning Policy.

Belgravia Leisure Membership Agreement can be found here:

<u>Terms and Conditions - Ascot Vale Leisure Centre (ascotvalelc.com.au)</u>

### **MVCC Memberships**

All MVCC issued memberships are non-transferrable.

