

Terms and Conditions

Welcome to Bluewater Leisure Centre, a Colac Otway Shire operated facility. Bluewater was established in 1992, with the aim of providing additional community recreation programs and services through the construction of an indoor aquatic facility built adjacent to the existing recreation centre.

The facility includes a 6 lane 25 metre indoor heated pool, warm water pool, toddler pool, spa, steam room, 3 court basketball stadium, gymnasium, program rooms, dedicated spin room, childcare facility, meeting room, retail shop and café.

Operational Hours

Bluewater operates with staff during the following times:

Monday	6:00AM – 8:30PM
Tuesday	6:00AM – 8:30PM
Wednesday	6:00AM – 8:30PM
Thursday	6:00AM – 8:30PM
Friday	6:00AM – 7:00PM
Saturday	8:00AM – 4:00PM
Sunday	8:00AM – 4:00PM
Public Holidays	10:00AM – 4:00PM

After hour access is available for Bluewater's gym only, 24/7 gym access conditions apply.

Bluewater Membership Options

There are a number of different membership types to suit your needs depending on your lifestyle, level of commitment and facility requirements. Customer Relations can assist in determining the most suitable membership package for you. Memberships can be paid in full for a period of 12 months or by direct debit via fortnightly deductions from your nominated bank account or credit card. Memberships are not transferrable to other members.

Membership Levels & Types

Platinum	Entitles access to all group fitness classes, gymnasium including fitness assessments, personalised exercise programs and 24/7 gym access, pool, spa, steam room, and stadium use (subject to availability and conditions of entry)
Gold	Entitles use of all "dry area facilities" which are the gymnasium including fitness assessment, personalised exercise programs, 24/7 access and group fitness classes. Conditions apply
Aqua	Entitles use of all aquatic facilities including pool, spa and sauna. Conditions apply
Multi Pass	Entitles the bearer to a specified number of visits to a particular area. Expiry dates apply. Conditions apply
Adult	Person 18 years of age and older
Concession	Any person who provides proof of authorised concession entitlement cards including Pensioners, Seniors, Student, Disability and Carers. (Not healthcare cards)
Youth	Any person who provides proof of authorised student entitlement card. Entitles access to all group fitness classes, gymnasium including fitness assessments, personalised exercise programs, pool, spa, steam room, and stadium use (subject to availability and conditions of entry) between the hours of 6am and 4.30pm. Conditions apply.
Child	Any person between 4 – 14 years of age
Toddler	Any person between 0 – 3 years of age
Family	Includes two adults e.g. husband and wife or de facto relationship with up to four (4) dependent children under the age of 18 (or full time student under the age of 21), living at the same place of residence.
Corporate	Any person employed by an organisation that has entered into a corporate membership agreement with Bluewater Leisure Centre. Proof of employment is required

Membership Cards

Membership cards must be carried at all times to gain access to the Centre and are to be scanned at access control points upon entry. Staff may request at any time that you provide your membership card for identification.

24/7 Gym Access

All members wishing to gain 24/7 gym access must undergo an induction covering the Centre's Terms and Conditions of use, safety, security and emergency requirements prior to the membership being upgraded to access the facility after hours. Children 15 years and under are prohibited from accessing the Centre after hours. Children aged 16 and 17 may access the Centre after hours and are required to undergo an induction with a parent or guardian present.

Tailgating and admitting non-paying or other members is strictly prohibited and will incur a tailgating fee of \$150.00. Access to the Centre will be suspended immediately and will not be reinstated until the tailgating fee is paid.

Members who have not undergone an induction for 24/7 are restricted to access during operational hours only. Any member found accessing the gym outside of their membership terms and conditions risk immediate suspension and potential cancellation of the membership.

Membership Suspension and Suspension Period Limits:

Memberships can be suspended according to the suspension period limits. The suspension period limits do not apply if your suspension is due to physical illness or injury which prevents participation at the facility, in which case a medical certificate is required. All suspensions must be made on a membership modification form, available at reception or online. The minimum suspension term for paid in full memberships is 14 days.

Membership Type	No. of suspensions entitled	Accumulative Max. Suspension
Direct Debit	3 (per 12 month period)	56 days
12 months	3	56 days

Refunds

Refunds are only available for 12 month memberships at the discretion of the Manager. Application for a refund must be made in writing and supported by a doctor's certificate or an explanation of extenuating circumstances. Refunds will be calculated from the first business day upon receipt and based on a pro-rata rate for the unused term of the membership, less a \$30.00 administration fee. Refunds are administered by the Colac Otway Shire office via a cheque which will be posted to the individual.

Policy Interpretation

In all areas concerning memberships, the decision of Bluewater Leisure Centre management is final. Bluewater management reserves the right to amend membership terms and conditions, cancel a membership and/or restrict access to any part of the Centre whether for maintenance or restricted use without alterations to memberships where reasonable and fair action is taken. Management retains total control over standards, policies and operating procedures of the Centre in accordance with governing industry bodies and compliance regulations.

Conduct

Management reserves the right to suspend or expel any member for failing to comply with the Aquatic Area Conditions of Entry, Gym & Stadium Conditions of Entry and the Spa and Steam Room Conditions of Use, or for conduct that management deems improper. All members use the Centre at their own risk. Please report any inappropriate behaviour by other users to staff immediately.

Smoking, Drinking and Eating

SMOKING and/or THE CONSUMPTION OF ALCOHOL IS STRICTLY PROHIBITED anywhere within the Centre grounds including the outdoor areas and playgrounds. Persons under the influence of alcohol or drugs are not permitted on Centre grounds. No glass containers are permitted within the Centre.

Age Restrictions & Supervision

Children under the age of 5 **must** be within arm's reach of a parent or guardian and children under 10 actively supervised by an adult or guardian over the age of 16 at all times when using the pool facilities. Students and Children under the age of 16 are not permitted to enter the gymnasium unless prior arrangement has been made with management and the appropriate paper work has been completed.

Gym Equipment

Do not use any equipment if you are unsure of the correct way to use that equipment. Contact Customer Relations during operational hours to arrange an appointment with a qualified Gymnasium Instructor to demonstrate safe use techniques.

Parking

To minimise disruptions to nearby residents, Bluewater encourages the use of off street parking to the West and East of the complex.



Noise

To minimise disruptions to nearby residents, it is expected that patrons of Bluewater will keep noise outside the Centre to a minimum.

Diving

There is strictly NO diving permitted at Bluewater unless the individual is under the direction and supervision of a qualified Colac Swimming Club or Bluewater Leisure Centre coach or program instructor.

Duress Alarms & Centre Security

Duress alarms feature in the Centre's gym, virtual group fitness studio and are also provide on lanyards for members for personal use outside of staffed hours. These duress alarms should only be activated in the event of an emergency. Should a duress alarm be activated for a reason deemed inappropriate by Bluewater Leisure Centre Management a \$150.00 fee may be incurred by the patron.

Bluewater Leisure Centre is also fitted with CCTV cameras and security alarms that operate 24/7 for patron and staff safety.

Dress code

Members are requested to dress modestly and wear appropriate clothing in accordance with your purpose of participation. Enclosed footwear (no work boots) is required in the gymnasium, stadium and program rooms. Shirts must be worn in the gymnasium at all times. Appropriate swimwear is to be worn at all times in the pools, spa and sauna. No cut off jeans or nudity. Toddlers MUST wear swim nappies when in the pool. In accordance with our Sun Smart policy children in Childcare and any Bluewater programs must wear a hat during outdoor activities.

Lost Property

If you have misplaced personal items within the Centre please see staff to check our lost property collection. Items such as clothing, water bottles and equipment will be safely stored for a period of time before being donated to a local charity if not redeemed. More valuable items and items showing identification will be stored securely by management and should be requested through reception. Bluewater accepts no responsibility for personal items lost, damaged or stolen from or within Centre grounds.

Customer Feedback, Complaints and Grievances

Bluewater welcomes customer feedback to assist with "best practice" and "best value" principles in offering the community our services. Our staff are approachable and accept customer comments without judgement. Employees are representatives of Colac Otway Shire and as such are not permitted to make public comment including "off the record" statements to customers and the media concerning business or operational policies and procedures. Customers are entitled to forward formal complaints and grievances to the manager in writing on a customer feedback form (available at reception) and can expect all statements to be dealt with in a confidential and professional manner.

Privacy

Colac Otway Shire and Bluewater Leisure Centre consider the responsible handling of information as a fundamental role and make a commitment to respecting and maintaining an individual's right to privacy in accordance with the Information Privacy Act 2000 (VIC). Bluewater collects personal information from members and users for the purposes of; organising and administering your membership, providing medical or first aid treatment to you and disclosing your health information to medical staff that provide medical treatment if required and sending you promotional material such as newsletters, special promotions and customer surveys related to your membership.

Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Senior Document Management Officer on 5232 9400.



Direct Debit Membership Terms and Conditions

Bluewater Fitness Centre offers fortnightly direct debit memberships through a third party billing agent, Ezidebit Pty Ltd. Members can opt for Ezidebit to withdraw a set amount of money from a designated bank account or credit card every two weeks.

- Applicants are required to complete an Ezidebit direct debit request form. In doing so applicants agree to the accompanying Ezidebit DDR Service Agreement.
- Deductions are made from your account fortnightly on the day of signup. (Note: withdrawals may appear on your statement slightly later).
- All payments are made in advance for the coming fortnight.
- A non-refundable joining fee is applicable.
- Scheduled transactions rejected by you financial institution remain payable to Bluewater and will need to be paid at customer service to enable entry through the access gates / turn styles. Please note that an **Ezidebit default fee of \$14.80** will be deducted from your account within the following 10 days. There may also be a fee charged by your financial institution. Any fees associated with a direct debit default are the responsibility of the individual.
- If your membership fee is rejected on three consecutive attempts your membership will be automatically cancelled and you will be required to rejoin. A joining fee will apply.
- If a direct debit default is due to administration faults, Bluewater will contact the member to request that they attend the centre to pay the outstanding amount. A customer may be asked to confirm or resubmit their direct debit details.
- Direct debit memberships are ongoing until the membership is cancelled in writing. Request for cancellations must be made **at least 48 hours in advance (2 business days)** and must be made by completing a Membership Modification form, which is available at reception and on our website. It is the members responsibility to ensure forms are received by a customer service officer. Forms will not be accepted via email or fax without prior approval.
- Cancellations will not be accepted via phone, email, fax or personal written letters (unless extenuating circumstances are granted).
- Please note the terms and conditions on the EziDebit direct debit request form.
- There is no minimum term or lock in contract period for direct debit memberships.
- Direct debit memberships can be suspended according to the suspension period limits. The suspension period limits do not apply if your suspension is due to physical illness or injury which prevents participation at the facility in which case a medical certificate is required.
- All suspensions must be made on a membership modification form, available at reception or online.
- The minimum suspension term for direct debit memberships is 14 days.
- Direct debit memberships may be upgraded or downgraded based on type and level of access e.g. from gold to platinum or from adult to family. A membership modification form must be submitted for all membership changes along with a new direct debit request form.
- All upgraded memberships will commence from the date of the next direct debit deduction.
- Membership modification forms will be processed within 2 business days. Please allow 2 business days for any changes to your membership fee.
- Membership modifications involving a change in membership fee will require a new direct debit request form to be completed and signed by the applicant.
- Members are responsible for keeping Bluewater staff informed of any changes to their direct debit details, including closure of bank accounts or credit cards.
- Members are required to cancel their membership through Bluewater, not their financial institution alone. Defaults rejected on this basis will incur a \$14.80 default fee from Ezidebit associated with the attempted transaction until proper cancellation has been made.
- Members' financial details are treated with utmost privacy and protection. All transactions are transmitted to Ezidebit via secure integration with Bluewater's membership management software and all records are encrypted so they cannot be read. When a membership is cancelled all details are permanently deleted and a new application is required to re-establish a direct debit membership.

Bluewater Leisure Centre
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