

## 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, splash pad, 3 court basketball stadium, gymnasium, program rooms, dedicated spin room, childcare facility, meeting room, retail shop and café.

## COVID-19 Restrictions

### Opening Hours

Bluewater Leisure Centre are currently operating with reduced open hours as follows:

Monday - Friday	6am – 7pm
Saturday	8.00am – 12pm
Sunday	8.00am – 10.30am

Bluewater will not be open on public holidays currently.

Due to the COVID-19 restrictions, patrons will not be able to visit the centre in person unless attending a booked session.

### Bluewater Payment Options

As use of the Bluewater facilities remains limited under the COVID restrictions, Council will offer free entry to the pool and gym to existing Bluewater members for the month of June 2020.

From July 1, Bluewater Gym, Pool and Platinum memberships will automatically restart with payments discounted by 50% initially while programs and some facilities such as 24/7 gym, spa & steam room are not available. This will be reviewed as restrictions continue to ease.

Childcare memberships will remain at full price, as members will have the opportunity to book to the maximum of 6 hours per week as usual.

Swim School memberships will not be recommencing at this stage.

### **Coronavirus (COVID-19) Restrictions**

Bluewater Leisure Centre is now open with a number of measures in place to ensure safety and compliance with current Victorian Government COVID restrictions.

Current restrictions allow a maximum of 20 patrons (total) to have use of the swimming pool and gym facilities.

### **Bookings & Session Times**

A booking system and allocated session times of 60 minutes for the pool and 75 minutes for the gym will operate to ensure the maximum is not exceeded, regular cleaning is undertaken and ensure many people in the community have the opportunity to use the services. For more information on session times and how to book visit the Bluewater website [www.bluewater.org.au](http://www.bluewater.org.au)

Bookings for sessions will open two days before - unfortunately, at this time, no walk-patrons will be allowed.

### **Aquatics**

From Monday June 1 the following swimming pools will be open:

25m lap pool	Up to a maximum of 18 patrons
Warm Water Pool	Up to a maximum of 6 patrons per side, 1 person per 4sqm
Toddler Pool	Up to a maximum of 6 patrons, 1 person per 4sqm

From Monday June 22, a maximum of 20 spectators will be allowed in the pool hall in addition to a maximum of 20 swimmers. Bookings are still essential for spectators, as Bluewater must collect the details of all patrons in the facility as directed by the Chief Health Officer.

The spa, steam room and splash pad remain closed under current directions.

### **Gym**

From Monday June 22 the Gym facilities will be open for use during opening hours. 24/7 gym operations will not be available at this time.

The stadium, spin room and program rooms remain closed.

### **Childcare**

Bluewater's childcare service will reopen on Monday, 22 June, with limited session times initially.

Days available for bookings currently are Monday, Thursday & Friday from 8.45am to 11:30am with users able to book up to two weeks in advance.

### Change rooms, toilets and showers

Change rooms, toilets and showers will be available for use during booked session times from Monday June 22. These facilities are only available for use during booked session times and patron limits and social distancing must be adhered to in these spaces.

### Programs

The following programs will remain temporarily unavailable at this time due to the current patron number restrictions and cleaning requirements in place as prescribed by the Chief Health Officer:

- Swim School
- Aquatic and Group Fitness classes
- Les Mills Classes
- 24/7 Gym

### Additional Safety Measures

A number of measures have been taken at Bluewater Leisure Centre to maintain the highest level of safety from patrons and staff. These include:

- Hand sanitising stations at entrances/exits
- Additional professional cleaning
- Sterilisation and cleaning of surfaces between swimming sessions
- Barriers and signage
- Social distancing floor guides and waiting areas
- Perspex shields for customer service
- Mandatory recording of patron details

We ask that all patrons obey the directions of staff and respect social distancing practices where possible. Most importantly, **if you are unwell please stay at home.**

### COVIDSafe App

Patrons are strongly encouraged to download the COVIDSafe app so in the event there is a confirmed case, it will assist health professionals to speed up the current manual process of finding people who have been in close contact with someone with COVID-19. This means you'll be contacted more quickly if you are at risk. This reduces the chances of you passing on the virus to your family, friends and other people in the community. For more information visit

[www.covidsafe.gov.au](http://www.covidsafe.gov.au)

### Information on the coronavirus

For the latest information from the Department of Health and Human Services (DHHS) on the novel coronavirus please visit their website [www.dhhs.vic.gov.au/novelcoronavirus](http://www.dhhs.vic.gov.au/novelcoronavirus)

## General Terms and Conditions

### 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 you 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
Multipass	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
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### **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.

### **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 is 14 days.

### **Refunds or Credits**

Bluewater Leisure Centre will not be offering refunds for the period of temporarily closure and membership suspensions due to COVID-19. Application for a refund or credit must be made in writing and supported by a doctor's certificate or an explanation of extenuating circumstances. Refunds or credits are only available at the discretion of the Manager.

### **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 patrons 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 or group fitness classes unless prior arrangement has been made with management and the appropriate paper work has been completed.

### **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.

We are interested to learn of the impact of changes to Bluewater operations from our users and members and encourage patrons to add their feedback to the ‘suggestion box’ at the centre during your session time or complete a short survey on Bluewater’s website:

[www.bluewater.org.au/Bluewater-Pool-Facilities-Reopening-Monday-1-June](http://www.bluewater.org.au/Bluewater-Pool-Facilities-Reopening-Monday-1-June)

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 Leisure 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 your 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.





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- 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.
- Members understand if Rejection fees are not paid within 14 days of the debit date, this may be added to the following DD run.