NOTICE OF TERMS & CONDITIONS OF ENTRY *(Updated April 2026)* *FORM 'A'*

By entering any of Fairfield City Council's Leisure Centres, you/patrons agree to the following terms and conditions of entry:

1. An entry fee to access the Centre(s) must be paid in accordance with the fee schedule. This fee enables entry to the Centre(s) once - pass outs are generally not given.
2. Bags and other items may be subject to inspection. Patrons who refuse inspections or searches may be refused entry to or asked to leave the Centre(s).
3. Use of the Centre(s) facilities (including shower and toilet facilities) is restricted to members and paying Patrons only.
4. Membership and visitor passes must be presented upon request of staff.
5. Patrons must obey all signs around the Centre(s) and all reasonable requests by Fairfield City Leisure Centres (**FCLC**) staff.
6. FCLC staff have the right to refuse entry to any person at its sole discretion.
7. FCLC may at any time remove any Patrons, if in the opinion of FCLC staff, such Patrons are engaging in disruptive or disorderly conduct including, but not limited to: any conduct which adversely impacts on other Patrons or damages property; verbally or physically threatening staff or other persons; swearing aloud; and gaining or attempting to gain unauthorised and/or wrongful access.
8. Any Patron who fails to comply with any of these Terms and Conditions of Entry may have their membership or entry pass revoked or cancelled without refund. In addition, management may, either temporarily or permanently, prevent future entry by a Patron to any one of Fairfield City Council's Leisure Centres.
9. Patrons and those under their care and control enter the Centre(s), participate in in the programs and classes and use the facilities within the Centre(s) entirely at their own risk. If at any stage Patrons are having difficulty in participating in an activity as part of the Recreational Services (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) supplied by the Centre(s), they should stop participating in the activity and, if appropriate, seek assistance of Centre(s) staff.
10. While in the Centre(s) in the case of an emergency, patrons authorise FCLC staff to request emergency services including but not limited to medical services and ambulance services on behalf of patrons (or the person/s under their care) if the FCLC staff is of the opinion that emergency services are required. Patrons agree that they are personally liable for the payment of the costs of such emergency services. Patrons acknowledge that Fairfield City Council (**FCC**) or FCLC is not liable for such costs.
11. While in the Centre(s), Patrons may participate in "Recreational Services" (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) supplied by the Centre(s)) which involve a significant degree of physical risk. Patrons acknowledge and agree that, to the fullest extent permitted by law, upon entry to the Centre(s) they release and discharge Council, its officers, employees, contractors and agents from and against all claims, demands, suits, proceedings, actions and litigation which they or anyone under their care and control may have for negligence or breach of any consumer guarantee (as that term is defined in the Australian Consumer Law) arising from:
    (a) death; or
    (b) physical or mental injury of a patron (including the aggravation, acceleration or recurrence of such an injury of a patron); or
    (c) the contraction, aggravation or acceleration of a disease of a patron; or
    (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to a patron that is or may be harmful or disadvantageous to a patron or the community or that may result in harm or disadvantage to a patron or the community, except to the extent that a significant personal injury suffered by a patron was caused by Council's reckless conduct
12. In all other respects and to the fullest extent permitted by law, FCC will not be liable for any loss, damage, cost or expense, whether direct, indirect or consequential and however arising in connection to:
    (i) any accident or injury (including fatality) to patrons or any person under their care and control that may occur on the Centre's premises including but not limited to any accident caused when using any equipment
    (ii) damage to or loss of personal property belonging to the Patrons;
    (iii) the removal of contents from lockers pursuant to condition 6;
    (iv) any costs or damages incurred in relation to any death, injury, damage, loss or cost suffered or sustained by patrons arising in connection with your use of the Centre's Car Park; and by entering the Centre(s),

    Patrons and those under their care and control fully release and discharge Council from and indemnify it against all such losses, damage, cost or expense suffered.
13. No Patron shall deface, mutilate or destroy any Council property within the Centre(s). In addition to any penalty that may be imposed the Patron concerned may be liable to pay the full repair or replacement costs of the damaged property.
14. An adult must accompany and remain with children aged 14 and 15 years when using the gym or participating in-group exercise. Children 13 years and under are not permitted in the gym or classes at all times.
15. Children 0-5 years of age must be accompanied in the water, within arms' reach, by a guardian 16 years+ at all times. A supervision ratio of 1:2 applies.
15. A guardian 16 years+ must actively supervise and maintain constant visual contact of children 6–15 years of age at all times. A ratio of 1:4 applies for supervising children.
16. A minimum of a singlet/shirt and shorts to be worn at all times when using the gymnasium or participating in group fitness classes.
17. Adequate enclosed footwear is to be worn during gym or group fitness sessions.
18. A"NOTOWEL, NO WORKOUT" policy applies in gymnasium area.
19. Appropriate swimwear must be worn in the pool at all times.
20. No person entering the Centre(s) shall carry out any form of commercial and/or business activity and/or enterprise within the Centre(s) unless consent for same has first been obtained from Management. If Management provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that he/she complies with the terms of the consent issued by Management.
21. Commercial take-away/fast foods or catered quantity of foods may not be brought onto the Centre(s) premises.
22. Smoking is not permitted on any part of the premises including within four (4) metres at the entrance and exits to the buildings.
23. The following may not be brought into the Centre(s)–alcohol, drugs, glass and other breakables, knives, any substance likely to cause damage to property, animals (other than guide dogs for the visually impaired); bicycles, scooters, roller blades or skateboards.
24. Unauthorised or user surveys are not permitted.
25. Mobile phones and cameras are not permitted to be used in change rooms.
26. Mobile phones and cameras may be used for private reasons but Patrons may not photograph other Patrons without permission of the Centre(s) management and those patrons involved.
27. CCTV cameras are recording throughout the internal and external areas of the Centre(s) (other than within changing rooms).
28. Images captured on CCTV are used for the purposes of crime prevention and may be used by the NSW Police Force for investigation. The operation of this system is subject to the *Privacy and Personal Information Act 1998* (NSW). The CCTV system is owned and operated by Council.

It is an offence:

- not to comply with the terms of this notice (s632 of the *Local Government Act 1993* (NSW). Penalties exceed $110 applies to any non-compliance.
- for any person to wilfully obstruct, an employee of a council in the exercise of that person's functions under the *Local Government Act 1993* (NSW) (s660 of the *Local Government Act 1993* (NSW)). Penalties exceed $110 applies to any non-compliance.

Council reserves all rights to alter these terms and conditions at any time.

FAIRFIELD CITY Leisure Centres

FairfieldCity Celebrating diversity