

John Houston Memorial Swimming Pool



Unsupervised Pools user agreement

1. Terms and Conditions

- 1.1. You have been issued a FOB to use the pool out of normal supervised hours and have read and agreed to use the pool based on the Terms and Conditions contained in this agreement.
- 1.2. Only you are entitled to use the FOB. You must not let anyone else use it.
- 1.3. The issue of FOB will be upon payment of a \$20 refundable deposit.
- 1.4. The only people you can bring into the facility with you is a friend or family member who is there to keep an eye on you and children you are supervising as listed below.
- 1.5. You must notify Council immediately if you lose your FOB. A replacement FOB can be issued for a \$30 fee.
- 1.6. You agree to Council using CCTV to monitor your use of the facility.

2. Access

You may access and use the pool at the times detailed below:

**The John Houston Memorial Swimming Pool opens on 19/12/25
and closes April 2026.**

The John Houston Memorial Swimming Pool operates unsupervised 7am to 7pm seven days a week, with Pool Attendants expected on duty (supervision) as follows:

3pm to 7pm – Monday to Friday; except Tuesdays being 3pm to 6pm

12pm to 7pm – Saturday and Sunday, school holidays and public holidays
(except Christmas Day and Boxing Day)

*Open to public hours are subject to change without notice.

General public opening hours and times can be found on council's website.

The access FOB may be time and date limited by council (notification will be on Facebook):

- 2.1. When the pool is hired out for exclusive use.
- 2.2. When the pool is closed due to health, environmental or safety incident.
- 2.3. During an electrical storm.
- 2.4. Any other time access to the pool is reasonably restricted by the council.
- 2.5. When entering and exiting the pool, you must ensure the entry and exit are secure at all times.

3. Pool Rules

- 3.1 You must be 18 years of age or older to obtain an Unsupervised Pools Access pass to use the pool, Council may request evidence of age.
- 3.2 You must only enter the water if another person 18+ years of age is at the facility with you.
- 3.3 You understand, and agree, that it is an essential condition of this agreement that you:
 - 3.3.1 Must adhere to the rules, regulations, and unsupervised pools induction procedure as per the operations of the pool.
 - 3.3.2 Only use the pool within your capabilities.
 - 3.3.3 Comply with all reasonable instructions of an authorised Council employee/contractor and with any notices erected by, or on behalf of Council, in relation to the use of pool.
 - 3.3.4 Comply with all Council requirements in relation to the use of any barbecues and/or gas appliances.
 - 3.3.5 Use the pool in an orderly and well-behaved manner including, no running, no jumping, no bombing, no alcohol/drugs, no smoking, no vaping, no glass, no food or drink in the pool, no animals are permitted in the complex and wear suitable swimming attire.
 - 3.3.6 You may have unsupervised swimming access cancelled if behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property.
 - 3.3.7 Must ensure that the pool, pool grounds, and premises are left clean and tidy.
 - 3.3.8 Must dispose of waste in the designated rubbish bins provided.
 - 3.3.9 These Terms and Conditions may be amended or added to from time to time, and any alterations to such will be displayed at the entry point of the pool.

4. User Acknowledgements

You acknowledge that:

- 4.4. Use of the pool is inherently dangerous and is subject to several risks, including drowning, and you use the pool entirely at your own risk.
- 4.5. There will be no Pool Attendants during unsupervised hours.
- 4.6. Is it your responsibility to ensure that you are aware of:
 - 4.6.1 Where first aid and emergency equipment and resources are stored, and how to use that equipment.
 - 4.6.2 The procedure to follow in the event of an emergency, a copy of which is at Appendix A.
- 4.7. Council makes no representation or warranty that emergency assistance will be available.

5. Indemnity and release

You agree not to sue or make any claim or demand against the Council arising out of, or in connection with, your use of the pool or this agreement, including:

- 5.1. Loss of, or damage to property owned by you, the Council or a third party.
- 5.2. Personal injury (including death) or illness to any person.
- 5.3. Consequential loss.
- 5.4. You indemnify the Council from, and against, all claims, costs, losses, expenses and damage (including the costs of defending or settling any action or claim) made against, or incurred by the Council, arising out of, or in connection with, the use of the pool or this agreement.

6. Breach and Termination

- 6.1 The Council may immediately, and without any prior notice, terminate this agreement if you do not comply with any of these Terms and Conditions.
- 6.2 You are not entitled to any compensation if the council terminates this agreement as a result of your non-compliance.

7. Definitions

Council – Hay Shire council and where the context permits, it's employees, agents, contractors and advisors.

User – The person who is the authorised holder of the Unsupervised Pools Access pass

Pool – John houston Memorial Swimming Pool.

Unsupervised Pool/s – A time out of normal attended hours during the pool season.

8. Privacy Statement

Hay Shire Council is collecting your personal information solely for the purpose of administering this application. Council will take all reasonable and appropriate steps to protect the privacy of individuals having regard to the requirements of the Privacy and Personal Information Protection Act 1998 and the Government information (Public Access) Act 2009. Council will not disclose your personal information to any person or body if it is not directly related to the purpose for which the information was collected. CCTV Cameras will be used to monitor the pools and the people using them. Questions concerning the privacy, or the use of your personal information may be referred to Council's Public Officer.

Appendix A

Rescue Aids, including rescue tubes and ropes have been placed at strategic locations on the concourse at the pool to be utilized in the case of a rescue event. Signage for CPR and first aid is also provided around the pool.

An AED is provided at the pool; the AED is located on the wall adjacent to the Kiosk.

In case of emergency, contact:

Ambulance, fire, police, rescue

Phone 000 or request assistance

Hay Shire Council – Aquatics Supervisor

(02) 6990 1100

