

CALYPSO BAY

RESIDENTS' LEISURE CLUB TERMS OF USE

These Terms of Use govern your access to the Residents' Leisure Club. Please carefully read through the following Terms of Use and sign to confirm you have understood them and ensure that you, your family and any of your Guests will adhere to the Terms of Use. Failure to do so may result in the cancellation of your access.

The purpose of the Residents' Leisure Club is to provide recreational Facilities to the Residents of Calypso Bay and their Guests. Management asks you to treat and respect the Residents' Leisure Club as you would your own home; respect and consider others in your community when using the Facilities and enjoy them.

Meanings

In these Terms of Use:

- “**Guest**” means a guest of a Resident who does not reside at Calypso Bay and who visits the Residents' Leisure Club;
- “**Gym**” means the gymnasium and associated sports equipment located at the Residents' Leisure Club;
- “**Resident**” means a resident or owner of a property in Calypso Bay, who is granted access to the Residents' Leisure Club;
- “**Residents' Leisure Club**” means the Calypso Bay leisure centre located at Recreation Place, Calypso Bay, Jacobs Well in the state of Queensland, but excludes the café area;
- “**Residents' Lounge**” means the area inside the Residents' Leisure Club, excluding the café area;
- “**Pool**” means the swimming pools and adjacent area located at the Residents' Leisure Club;
- “**Management**” means Roche Group Pty Ltd and its directors, officers, employees, contractors, agents;
- “**You / Your / Me / My / I**” means the person named below who is granted access to the Residents' Leisure Club under these Terms of Use;
- “**Service Dogs**” means a registered dog trained to assist a person with a disability to alleviate the effect of the disability, and to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

Access

- The Residents' Leisure Club is for use by Residents of Calypso Bay and their Guests only.
- By signing these Terms of Use and obtaining an access fob for the price below, Management will grant you access to the Residents' Leisure Club.
- Access fobs may only be used by the Resident to whom it is issued.
- If you share an access fob with any other person Management reserves the right to cancel the access fob, and the access fob of anyone else at the address to which that access fob is registered.
- You may only access the Residents' Leisure Club during the opening hours that Management specifies.

- Management may require you to provide proof that you are a resident at Calypso Bay, including each year. If you do not provide the required proof, Management may cancel your access fob and cancel your access to the Residents' Leisure Club.

Access Fobs

- Access fobs are priced at \$50.00 each.
- There is a \$100.00 replacement fee for any lost access fobs.
- If you sell your home or cease to reside at Calypso Bay you must return all access fobs to Management, and you may claim a \$20.00 refund for each access fob returned to Management.
- Management reserves the right to change these fees.
- If your access to the Residents' Leisure Club is cancelled for any reason you must immediately return all access fobs to Management.

** All pricing inclusive of GST.*

Guests

- You may bring Guests to the Residents' Leisure Club. All Guests must sign in to be bound by these Terms of Use. It is your responsibility to ensure your Guests follow the Terms of Use and comply with any direction Management provides for their use of the Residents' Leisure Club.
- Guests may only use the Residents' Leisure Club when accompanied by a Resident.
- Only one Guest is permitted to enter the Residents' Leisure Club per access fob. If you want to bring two guests into the Residents' Leisure Club you will need to have two access fobs.
- Additional Guests are allowed at the discretion of the Management, permission must be sought.

Gym

- The Gym welcomes Residents with an active access fob. Guests are only allowed to access the Gym when accompanied by a Resident.
- **Gym users must be 16 years and over. Anyone younger than 16 years of age is not permitted to enter the gym under any circumstances.**
- You must use all Gym equipment in accordance with the manufacturer's instructions and any directions given by Management.
- When using the Gym please replace all equipment in its home location when you have finished using it.
- Please wear appropriate attire and closed toe shoes. Any Residents or their Guests not appropriately dressed may be asked to leave.
- Please use a sweat towel on all equipment and clean the equipment after you have used it.
- Please do not enter the Gym with wet clothing.
- No food or alcohol is to be consumed in the Gym.
- Please do not leave your bag on the Gym floor as it is a trip hazard.
- Please report any faulty equipment immediately to the Management by emailing **leisureclub@calypsobay.com.au**
- All Residents and Guests must conduct themselves in a manner which will not cause harm or discomfort to any other person using the Gym.
- Be courteous. If others are waiting to use a machine please limit your use of the machine to 20 minutes.
- Before using a personal trainer in the Gym, you must have them present their insurance documentation to Management. Management reserves the right to refuse entry to personal trainers, or to impose conditions on their entry.

Residents' Pools

GENERAL USE

- Please be aware **THE POOL IS NOT SUPERVISED**. You must actively supervise your children and your Guests (under the age of 16) at all times in and around the Pool. This supervision must be provided by a responsible adult. In particular, Management recommends that:
 - a. Children aged 5 years and under must be actively supervised by a responsible adult who must also be in the water and within arm's reach at all times;
 - b. Children aged 6 to 11 years must be actively supervised by a responsible adult who must be in the Pool area at all times;
 - c. For children between 12 and 16 years, who are competent swimmers, it is recommended that their supervising adult checks regularly by physically going to the Pool;
 - d. Active supervision requires you to be dressed ready to get into the pool at any time.
- You may not use the Pool if you have been drinking alcohol.
- Please do not use the pool if there is a thunderstorm.
- There is a No Diving policy. Please do not dive into the Pool.
- Please refrain from horse play in and around the Pool as it can lead to injury and increase the risk of drowning.
- No inflatables are to be used in the Pool as these can increase the risk of drowning.
- Only lifesaving and training devices may be used in the Pool such as inflatable arm bands.

POOL HYGIENE

- You must comply with all directions Management provides, including signage at the Pool, in respect of Pool hygiene. Please contact Management if you have any questions regarding Pool hygiene – further terms are available.

Residents' Lounge

- Please avoid moving furniture in the Residents' lounge. If you do move it please ensure it is replaced in its original position.
- Please ensure that you clean up any mess that you make and remove all your rubbish.
- When using the television please ensure you are not disturbing any other Residents.
- Food and drink is not to be consumed in the Residents' Lounge.

General

- You may not use glassware or consume alcohol in the Residents' Leisure Club, other than in areas designated by Management, and in accordance with any rules specified by Management.
- Management reserves the right to restrict use, block access and discontinue Facilities at the Residents' Leisure Club at any time. Management may be required to section off areas or close the Pool and Gym areas during certain times. You may not object to this.
- The Tennis courts will operate under a booking system. If you wish to access the Tennis courts you must book. You agree to comply with the booking system.
- Please note that no animals are allowed in the Residents' Leisure Club other than Service Dogs, however legislation only permits guide dogs to be allowed in the Pool area.
- Management reserves the right to cancel access to the Residents' Leisure Club at any time and for any reason. If Management revokes your access to the Residents' Leisure Club you have no recourse to cancel any levy payable for the use of the Residents' Leisure Club.

- Management reserves the right to change these Terms of Use at any point. If Management changes the Terms of Use, Management will provide you with an updated copy. If you do not sign the updated terms of use by the specified date, Management may cancel your access fob and cancel your access to the Residents' Leisure Club.
- These Terms of Use may be supplemented by signs around the Residents' Leisure Club. You and your Guests agree to comply with all signs and all reasonable directions given by Management.
- If you do not comply with the Terms of Use, any signs around the Residents' Leisure Club or any other reasonable direction given by Management, Management may eject you and your Guests from the Residents' Leisure Club. You and your Guests consent to Management and/or our security removing you and your possessions from the Residents' Leisure Club, including by reasonable force where required.
- CCTV is used in the Residents' Leisure Club. You consent to being filmed on CCTV.
- Management may assign its interest in the Residents' Leisure Club and these Terms of Use without your consent.

Liability

In consideration of allowing you to use the Residents' Leisure Club and the Pool, Tennis courts, Gym, equipment and Facilities located at the Residents' Leisure Club ("the Facilities"), you agree that Management is not liable for any loss, cost or damage (including personal injury or death) that you or your Guests, family or anyone you invite to use the Facilities, suffers as a result of using the Facilities or being at the Residents' Leisure Club.

You acknowledge that it is potentially dangerous to use the Facilities and the Residents' Leisure Club, especially the unsupervised Pool. You accept the risks associated with using the Facilities and will take care when you use them. You release and discharge Management from all claims, demands, damages, rights of action, or causes of action resulting from or arising out of the use of the Facilities and coming upon Residents' Leisure Club.

Acceptance of terms

I (please print name) expressly agree:

- to indemnify and hold Management harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my Guests;
- to be solely responsible for my safety and wellbeing and that of my Guests;
- to comply with all rules imposed by Management regarding the use of the Residents’ Leisure Club, and the Facilities, including these Terms of Use and any signs or direction given by Management. I agree that I am responsible for the actions of my Guests at the Residents’ Leisure Club;
- to ensure that my Guests comply with all rules imposed by Management regarding the use of the Residents’ Leisure Club, and the Facilities, including these Terms of Use and any signs or direction given by Management;
- to conduct myself in a controlled and reasonable manner at all times;
- that I and my Guests will not use the Pool or Gym without first receiving clearance from a medical physician, and that I assume all responsibility for obtaining such clearance;
- to refrain from using any equipment in a manner inconsistent with its intended design and purpose; and
- for my personal details to be held on file and for Management to contact me regarding Calypso Bay via email or by phone.

I understand and acknowledge that:

- Management does not provide supervision, instruction, or assistance for the use of the Residents’ Leisure Club and the Facilities;
- the use of the Residents’ Leisure Club and the Facilities involve risk of serious injury, including permanent disability and death;
- Management is not responsible for property that is lost, stolen, or damaged while in, on, or about the Residents’ Leisure Club and the Facilities; and
- there are a number of security cameras at the Residents’ Leisure Club that will record information and will ensure my Guests are informed of their presence.

I HAVE READ THESE TERMS OF USE AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT

		DATE
SIGNED	PHONE	
EMAIL		
OWNERS NAME IF YOU ARE A TENANT	PHONE	
LOT	STREET ADDRESS	