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**Mainpower Amberley Pool : 2024/2025 season**

**Adult Lane Swimmers/Aqua Joggers Membership Programme**

**Terms and Conditions**

**Membership Season Passes are only for competent adult swimmers/aqua joggers   
to enable them to work on their training and fitness.**

1. **OVERVIEW**
   1. The Pass Holder must always comply with these terms and conditions.
   2. Mainpower Amberley Pool will be open to members for their allotted sessions between 6am to 9pm seven days a week from Saturday 26 October 2023 through to Sunday 27 April 2024.
   3. In addition, we are pleased to be able to once again offer members the special privilege of accessing the pool on the shoulders of the public season when the pool is at a swimmable standard – the timing of which is at the discretion of the Council.
   4. Lifeguards will supervise the Pool during public sessions during school terms between the hours of 11am and 6pm Tuesdays – Fridays and weekends, and seven days per week between 11am and 6pm during school holidays. Outside these hours, the Pool will not be supervised by lifeguards and use of the Pool will be at users’ own risk.
   5. The pool may be closed to the public during public holidays, however members will still be able to access as usual.
   6. **No swimmers are permitted to swim alone**.
   7. By signing and returning a copy of these terms and conditions, the Member/Pass Holder named at the bottom of these terms and conditions (**Member/Pass Holder**) confirms they have read them and agree to always abide by them.
   8. The Council will not issue a Membeship Pass to anyone who does not meet all the criteria in clause 2.1
   9. The Council may immediately cancel a pass if the Pass Holder fails to comply with these terms and conditions at any time. A refund will not be provided.
2. **MEMBER/PASS HOLDER CRITERIA**
   1. The Member must:
      1. attend an induction session covering the Pool environment. The session will address the life saving devices, first aid kit location, the Pool covers, the emergency exits, and the Pool rules listed under clause 5.3 (**Pool Rules**);
      2. be a competent swimmer;
      3. agree to contribute to assisting with maintaining and cleaning the Pool and surrounds if up-taking shoulder season usage (as per clause 4);
      4. pass any character checks carried out by the Council;
      5. pay a fee required for the selected access time you have chosen.
   2. If at any time the Council considers (at its discretion) that the Pass Holder does not meet one of the criteria set out in clause 2.1, the Council may require the Pass Holder to immediately forfeit their pass.
   3. The Pass Holder criteria set out in clause 2.1 are subject to change by the Council from time to time at the Council’s sole discretion. Such changes will not have the effect of disqualifying Pass Holders who already hold passes for the 2024/2025 swimming season and will only apply to new applications for passes received following the change to the criteria.
3. **PASS HOLDER OBLIGATIONS**
   1. The Pass Holder agrees to:
      1. not allow their pass to be used by anyone else.
      2. never swim alone;
      3. swipe their pass card on the door once every time they enter the Pool (i.e. no follow-through after another member). They must then pause in front of the entry CCTV camera for visual logging;
      4. keep their pass in a safe place;
      5. inform the Council as soon as possible if the Pass Holder loses or cannot find their pass (a replacement fee of $20 will apply);
      6. wear their identifying bracelet if swimming before 6pm and intending to continue after the pool closes to the public;
      7. turn the lights on and take the pool cover off if they are the first person to arrive and/or put the pool cover on and turn off the lights if they are the last to leave;
      8. all due care must be carried out when moving the covers. Covers should be removed by two able persons;
      9. carry a charged mobile phone with them at all times while at the Pool; and
   2. If the Pass Holder breaches these terms and conditions, the Council may terminate access and require the Pass Holder to surrender their pass immediately.
4. **SHOULDER SEASON** **USAGE**
   1. The Pass Holder acknowledges that lifeguards are not employed during the shoulder season, and if utilizing the pool during this period they agree to:
      1. assist with keeping the facility clean, hygienic and tidy. Cleaning products and equipment will be made available for this purpose during this period.
      2. fill out accident and incident forms in the event of an accident or incident and ensure the forms are placed in the receptacle; and
      3. report any issues, hazards, damage or if the water quality or any aspect of the facility is not in reasonable condition; and
      4. notify the Council by calling 03 314-8816 of any accident or incidents.
5. **POOL RULES**
   1. The Pass Holder agrees to follow the Pool Rules
   2. A copy of the Pool Rules are displayed on the Pool surrounds.
   3. The following membership rules must be adhered to:
      1. The Pool can only be used by the Member / Pass Holder
      2. The intent of the pass is for lane swimming / aqua jogging for fitness or recreation. As such running, diving, bombing/manus, back flipping, games or risky behavior is NOT permitted in the Pool or Pool surrounds;
      3. No glass containers or drink (other than water) is allowed in the pool;
      4. Boogie boards, surfboards and kayaks are not to be used in the Pool;
      5. No pets are permitted in the Pool or Pool surrounds without prior permission;
      6. Swimmers must wear appropriate swimwear that is clean and does not impair their ability to swim;
      7. People who usually wear nappies must wear swimming nappies;
      8. Undressing is only permitted in the changing rooms or family change/shower rooms;
      9. No persons can enter the Pool if they have suffered from diarrhoea or vomiting in the previous seven days, or have open sores or wounds;
      10. In an emergency the emergency evacuation procedures must be followed;
      11. Smoking/vaping is not permitted anywhere at the Pool premises;
      12. No alcohol is permitted anywhere within the facility; and
      13. Swimmers must not be under the influence of drugs or alcohol;
      14. The Pool access door must be kept closed and locked at all times when unstaffed;
      15. The last person leaving the pool must replace the Pool covers;
      16. All swimmers must be considerate of others eg. sharing lanes in a courteous manner is required at busy times; no diving into the pool around swimmers.
      17. Under no circumstances may photos or video recordings be taken (on any device) within any changing rooms or toilet areas. Any other photography or video recording requires prior permission from any person(s) appearing in the photograph or video recording.
   4. If anyone breaches the Pool Rules, the Member /Pass Holder may be required to forfeit their pass.
   5. The Council reserves the right to refuse entry, remove or exclude any person from the Pool and change the Pool Rules from time to time by providing email notification of such change to the Pass Holder.
6. **CLOSURE**
   1. The Council may close the Pool or restrict access to the Pool at any time at its discretion and for any period of time without any obligation to refund all or any part of the Pass Holder’s payment, including to allow staff training, private hirers, Amberley Swim Club training and events, fitness and/or learn-to-swim classes to have exclusive use of the Pool for certain periods.
   2. If there is a health and safety issue with the Pool the door will be locked and the Pass Holder will not be able to enter.
7. **HEALTH AND SAFETY AT WORK ACT 2015**
   1. The Pass Holder will be provided with information regarding a hazard register, Pool Rules and duty responsibilities to keep themselves safe while enjoying the Pool during the induction session.
   2. The Pass Holder must take reasonable care for their own health and safety and take reasonable care that their acts or omissions do not adversely affect the health and safety of other persons using the Pool or its surrounds and procure their registered household members and guests to do the same.
   3. The Pass Holder will report any accident, incident, damage, hazard or any other matter that may affect the health and safety of the Pool users to the Council as soon as possible. The Pass Holder may be liable for any damage they cause.
8. **EXCLUSION OF LIABILITY**
   1. The Pass Holder uses the Pool and Pool surrounds at their own risk. The Council will not be liable for any direct, indirect or consequential injury, loss or damage suffered by the Pass Holder or their property in connection with:
      1. the Pass Holder’s use of the Pool or entry into the Pool surrounds; and
      2. the use of the Pool or entry into the Pool surrounds by any third party admitted by the Pass Holder.
   2. To the extent permitted by law, the Pass Holder indemnifies the Council in respect of any and all actions, claims, demands, costs or proceedings made against the Council in relation to the Pass Holder’s, their registered householder members’ or their guests’ use of the Pool or its surrounds or by a third party’s use of the Pass Holder’s pass.

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**Application Form**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Council Representation Ward** *(please circle)* Hurunui South Hurunui East Hurunui West Other

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Pass Type** *(please circle)* **Gold Silver Platinum Gold Card Holder Yes / No**

**Declaration**

**I have read and understood the terms and conditions and I understand and agree that failure to abide by these may result in my pass being forfeited with no refund of fees:**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Office Use

Pass Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Payment details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_