

**Nhulunbuy Aquatic Centre  
New Member Application Form**

Fob/Access Card Number #1: \_\_\_\_\_ #2: \_\_\_\_\_

User Number #1: \_\_\_\_\_ #2: \_\_\_\_\_

Membership Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**Primary Family/Single Member**

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Street address: \_\_\_\_\_

Postal address: \_\_\_\_\_

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

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

**Secondary Family/Member**

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**Dependent children (under 18 years)**

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**Emergency contact details (not already listed)**

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Surname: \_\_\_\_\_ First name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Applicants' signatures**

Primary Family/Single Member: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Family/Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Please refer to the Nhulunbuy Corporation's Schedule of Fees and Charges for membership costs. Barras Swimming Club members are offered a 20% discount on Nhulunbuy Aquatic Centre Annual Family Membership ONLY on presentation of a current Barras membership receipt.**

- Annual family pass
- Annual family concession pass
- Annual single pass
- Annual single concession
- 1 month family pass
- 1 month family concession pass
- 1 month single pass
- 1 month single concession pass

- 6 month family pass
- 6 month family concession pass
- 6 month single pass
- 6 month single concession pass

Initial membership cost includes one fob  
Extra Fob  \$27.50

- 3 month family pass
- 3 month family concession pass
- 3 month single pass
- 3 month single concession pass

- 2 month family pass
- 2 month family concession pass
- 2 month single pass
- 2 month single concession pass

**Office use only:**

Details have been entered into Titan: Yes / No  
Excel: Yes / No  
Links: Yes / No

Nhulunbuy Corporation Name: ..... Signature: ..... Date: .....

# nhulunbuy corporation

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## Nhulunbuy Aquatic Centre General Access Indemnity – Single and Family Usage

I/We (Member name/s) .....

Of (street address) ..... and PO Box.....

have applied to join the Nhulunbuy Corporation's Nhulunbuy Aquatic Centre Club (the Club) as a group member.

I acknowledge that such membership entitles, me/and the members listed on my application form to use the Nhulunbuy Aquatic Centre operated by the Nhulunbuy Corporation (the Pool) during designated lifeguard hours only, unless I am the holder of an Out of Hours Access card.

I acknowledge that in order to facilitate the use of the Pool by myself/and the members listed on my application form, I have been provided with an access fob.

I acknowledge that it is a condition of my/our membership and a condition of entry to the Pool enclosure and the use of the Pool by ourselves/and the members listed on my application form that I give the following indemnity to the Nhulunbuy Corporation for all members listed on my application form/and myself when inside the Pool enclosure and when using the Pool.

I/We undertake that I/we or my/our personal representatives will at all times indemnify and keep indemnified the Nhulunbuy Corporation, Swiss Aluminium, their employees and agents against all or any actions, causes of action, suits, proceedings, sum and sums of money, claims, damages, demands, costs, charges and expenses by or on behalf of any person or corporation in respect of any injury or damage to any person or property arising directly or indirectly out of the entry to the pool enclosure and the use of the Pool and all grounds, buildings, facilities, equipment and associated with or any way related to the Pool, and in particular the grounds, buildings, change rooms, facilities, equipment including filter and maintenance equipment and things inside the pool enclosure, by myself or any member of my family or by any other person whosoever who uses the Pool or gains entry to the pool enclosure by the use by any person of the fob that has been allocated to me/us.

I/we also acknowledge receipt of the annexed 'Conditions of Nhulunbuy Aquatic Centre Membership' and agree to abide by the Conditions.

### Applicants' signatures

Dated .....

Name of Primary Member .....

Signature of Primary Member .....

Name of Secondary Member .....

Signature of Secondary Member .....

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## **Nhulunbuy Aquatic Centre**

### **Conditions of Nhulunbuy Aquatic Centre Membership**

**Please note that it is your responsibility to ensure the gate is securely closed at all times behind you**

The issue of a swimming pool fob/access card is subject to the following conditions:

- The Nhulunbuy Corporation reserves the right to refuse any application for membership at its sole discretion without providing reasons for its decision.
- Subject to the Nhulunbuy Corporation's approval of the member/s application, membership is conditional upon members completing and returning to the Nhulunbuy Corporation the New Member Application and Indemnity Forms and making payment of the prescribed fees to the Nhulunbuy Corporation.
- The fob/access card is to be used for the exclusive use of a single person or in the case of a family fob, the exclusive use of the immediate family members, being children under the age of 18 residing at same residence as the primary family member applicant.
- The fob/access card is required to be swiped for every member entering the pool that is registered under that particular fob/access card. When taking someone else's child to the pool that family's fob is used for that child's attendance. Access cards can only be used to provide access for those dependents listed on the Out of Hours User Access Agreement form.
- Entry to the pool will be monitored and is subject to surveillance. Data obtained will be utilised to monitor entry to the pool for compliance, auditing and security purposes.
- The fob/access card is not to be lent to another person or organisation, nor is it allowed to attempt duplication of the fob/access card.
- Identification of primary and secondary members has to be provided as part of the application for Pool Membership.
- No children under the age of 10 are allowed in the pool or the pool enclosure (the Premises) during lifeguard hours unless under the direct supervision of at least one individual over the age of 16 years.
- Do not swim in the pool if you have weeping sores, diarrhoea, vomiting or any contagious medical condition.
- No animals are to be taken into or allowed to remain on the premises.
- Proper bathing attire is to be worn at all times. Babies and toddlers must wear approved disposable swim pants.
- No glass containers are allowed on the Premises.
- No alcoholic beverages are to be brought into or consumed on the Premises.
- No bikes or skateboards are permitted on the Premises.
- Noisy or unruly behaviour will not be tolerated, and offenders will be asked to immediately vacate the Premises
- The Premises are to be left in a clean and tidy condition.

**Member/s initial/s:** .....

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- Smoking is prohibited on the Premises. This will be strictly enforced, and offenders will be asked to immediately vacate the Premises.
- No responsibility will be accepted by the Nhulunbuy Corporation for the loss, damage or theft from the Premises of private belongings or any other items of value.
- The fob/access card may be returned to the Nhulunbuy Corporation at the termination of membership or exchanged for a new fob/access card if membership is extended.
- Those persons found within the pool surrounds and not being financial members of the Club and have not paid for casual entry will be deemed to be trespassing on private property and may be prosecuted. The Nhulunbuy Corporation also reserves the right to cancel any accompanying person's membership and refuse any further membership application from that person.
- No trees, shrubs, pumps, fittings or other equipment are to be interfered with in any way. In the interest of all users, members are to immediately report any vandalism or damage to the pool equipment and facilities, and any other breaches of these conditions to the Aquatic Centre Officer or the Nhulunbuy Corporation, as misuses and vandalism jeopardises the continuance of this unique arrangement.
- Club Membership entitles the member to access the pool only when Nhulunbuy Corporation lifeguards are on duty. These hours are clearly advertised throughout the Premises and on the Nhulunbuy Corporation's website ([www.ncl.net.au](http://www.ncl.net.au)). The lifeguards will advise users 15 minutes before the pool gates become locked. Failure to vacate in this time will result in you being locked in as your fob will no longer work. You will be charged a call-out fee to release the gates if this happens.
- Members wishing to access the pool outside of lifeguard hours must separately apply for Out of Hours User access and successfully complete an Out of Hours Induction course. By entering into the Out of Hours Access Agreement, the Out of Hours User will be granted approval for extended access to the Pool. The Out of Hours User will then be eligible to have their membership fob hours extended to from 4am-10pm Monday, Wednesday, Thursday, Friday, Saturday and Sunday, and 2.30-8.30pm Tuesday.
- The Nhulunbuy Corporation reserves the right to alter, vary or amend the terms and conditions of membership and shall notify members of any such alteration, variation or amendment in such manner as the Nhulunbuy Corporation deems appropriate and reasonable having regard to all relevant considerations.
- The Nhulunbuy Corporation may in its sole discretion cancel, suspend or restrict membership in the event of misuse/abuse of membership or in the event of a breach of any of these conditions. In the event membership is cancelled, suspended or restricted no claims for a refund of the unused portion of membership fees will be entertained.
- If any of the provisions of these conditions is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the conditions and the remaining provisions of the conditions shall continue in full force and effect.
- The member/s shall sign each page of these rules and conditions as evidence that he/she has read, understood and accepted each rule and condition.

**Member/s initial/s:** .....

- The Nhulunbuy Aquatic Centre Emergency Action Plan and any lawful directives given by Nhulunbuy Corporation employees must be followed at all times.
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**Warning under the Consumer Affairs and Fair-Trading Act (NT)**

Under the provisions of the *Consumer Affairs and Fair-Trading Act (NT)* (CAFTA) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the Nhulunbuy Corporation, as supplier, is required to ensure that the recreational services it supplies to you (i.e. the Pool) are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 68A of CAFTA the supplier is entitled to limit their liability if you are killed or injured because the recreational services were not rendered with due care and skill or they were not reasonably fit for their purpose, provided this limitation of liability is disclosed to you in such a manner that you are aware of the general effect of the exclusion, restriction or modification of your rights to sue the supplier and that you have had a reasonable opportunity to consider whether or not to proceed with the membership application.

**Acceptance of risk**

Members acknowledge and accept that use of the swimming pool and its associated facilities can be a hazardous activity and that there is a real risk of physical injury which could result in death or injury and agree to not hold the Nhulunbuy Corporation liable for any physical injury or death resulting from that member and that member's family/group use of the swimming pool and its associated facilities.

**Member/s initial/s:** .....

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