



**Wagga Leisure**

Wagga Leisure  
50 Morgan Street  
Wagga Wagga NSW 2650  
P 6926 9390

E [contact@waggaleisure.com.au](mailto:contact@waggaleisure.com.au)  
[waggaleisure.com.au](http://waggaleisure.com.au)

ABN 56 044 159 537

# Wagga Leisure Terms and Conditions

This document outlines the Terms and Conditions for Wagga Leisure, incorporating Workout Wagga, Oasis Aquatic Centre, Jim Elphick Tennis Centre, Bolton Park Stadium, and the Multi-Purpose Stadium (MPS) facilities operated by Wagga Wagga City Council.

## 1. General Membership Terms

- a) Memberships are non-transferable unless under extenuating circumstances approved by management (transfer fee applies).
- b) Membership categories and pricing may change at Council's discretion.
- c) Proof is required for concession memberships.
- d) Family memberships must reside at the same address and consist of a primary member, partner, and dependents 18 and under.
- e) Membership cards or access passes must be presented upon entry.
- f) Lost access cards must be reported (replacement \$3.50 fee applies).
- g) Members under 16 must be accompanied by a parent/guardian during unstaffed hours.
- h) Youth memberships (14–17 years) require a completed and signed guardian consent form.
- i) Membership can be suspended or terminated for rule violations, misconduct, or unpaid fees.

## 2. Swim & Fitness Visit Pass Terms and Conditions

### Visit Pass Access

- a) Visit pass scan cards must be presented to reception before entry..
- b) Lost cards must be reported and will incur a replacement fee.
- c) Visit passes are activity-specific (e.g. swim passes for swimming only, gym for gym only).
- d) A maximum of 40 visit passes may be held on an account at one time.
- e) Reception staff will attempt to inform patrons of remaining visits upon scanning.
- f) Access is during operating hours only, which may vary.
- g) Concession cardholders must present valid ID when requested.

### Cancellation/Expiry

- a) Visit passes are non-transferable and non-refundable.
- b) Visit passes expire 3 years from the date of purchase and cannot be extended.
- c) Expiry dates are not printed on scan cards.

### Termination

- a) The facility may terminate visit pass access for:
  - Detrimental, disruptive, or abusive behaviour
  - Breaches of rules or regulations
  - Failure to follow staff instructions
- b) Termination is at management's discretion.
- c) No refunds will be provided for terminated visit passes.

### Health and Limited Liability

- a) Members warrant they are physically capable of participating in exercise.
- b) Pass holders accept responsibility for their level of activity and must notify their doctor of changes in health.
- c) The facility is not liable for:
  - Injury or illness unless caused by proven negligence
  - Loss or theft of personal property

## Privacy

- a) Communications from Wagga Leisure may be sent via email, SMS, mail, or phone.
- b) Members may opt out of promotional communications.
- c) Individuals have the right to access or amend their personal information.

## 3. Facility Access and Conduct

- a) 24-hour access is permitted at Workout Wagga via personal access passes.
- b) Access passes are non-transferable. Sharing will result in immediate cancellation without refund.
- c) No guests or children under 18 are permitted during unstaffed hours.
- d) Only Wagga Wagga City Council-approved personal trainers may operate in facilities.
- e) Appropriate attire and footwear are required at all times.
- f) All members must clean equipment after use and report faults.
- g) Soft-soled shoes only on MPS floors.
- h) MPS furniture must be moved properly and returned to designated areas.
- i) No food or drink on court surfaces (MPS and Bolton Park).
- j) Facilities must be left clean and tidy. Additional cleaning fees will apply.
- k) All lights, A/C, and doors must be shut off/locked after use.

## 4. Supervision and Responsibility (24-Hour Access)

- a) Members understand there may be no staff assistance during unstaffed hours.
- b) Workout Wagga recommends training with a partner.
- c) Panic and surveillance systems are available, but emergency response is not guaranteed.
- d) Members accept the risks of unattended facility use.

## 5. Minors and Guardianship

- a) Minors require guardian consent and supervision.
- b) Guardians accept liability and risk on behalf of minors.
- c) Members under 18 may not use facilities alone during unstaffed hours.

## 6. Health, Safety, and Assumption of Risk

- a) Use of facilities is at the participant's own risk.
- b) Medical clearance is advised before commencing exercise.
- c) Members must notify staff of any relevant health conditions.
- d) Facility use implies acceptance of associated risks.

## 7. Photography and Publicity

- a) Promotional photos/videos may be taken and used by Wagga Wagga City Council.
- b) Members consent by default but may withdraw consent for future use.
- c) All media remains the property of the Council.

## 8. Waiver of Liability and Indemnity

- a) Members and Hirers release Council from liability for injuries, loss, or misuse of equipment.
- b) Users must inspect equipment before use and report issues.
- c) Council is not liable for lost or stolen property.
- d) Hirers agree to indemnify Council for legal or financial issues arising from their booking or usage.

## 9. Membership Payments, Freezes, and Cancellations

### Direct Debit Memberships

- a) Debited fortnightly via Payrix.
- b) Members must keep bank details current.
- c) Dishonoured payments incur fees and possible suspension.

### Cancellations

- a) 14 days' written notice is required.
- b) Cancellations accepted mid-term only for relocation or medical reasons (proof required).
- c) Pro rata refunds may apply.

## Freezes

- a) Up to 12 weeks freeze per year.
- b) Freezes do not count toward minimum term.
- c) Family freezes are applied collectively.

## 10. Facility Bookings (MPS & Bolton Park Stadium)

### Booking Procedures

- a) Casual bookings must be pre-paid.
- b) Recurring bookings are invoiced and payable within 30 days.
- c) Setup/pack-down must occur within booking time.
- d) Equipment and storage areas must be left neat.

### Bolton Park Specifics

- a) Keys must be signed in/out at Oasis reception with a mobile number provided.
- b) Facility must be locked, and lights/A/C turned off post-use.
- c) All users must leave the facility clean.
- d) Additional cleaning or damage will incur fees.
- e) Bookings are charged based on confirmed system time.
- f) Cancellations more than 24 hours in advance incur no fee; less than 24 hours may be charged.
- g) WWCC reserves the right to cancel bookings at any time.
- h) Post-July 1 bookings are subject to price updates per WWCC Fees & Charges.
- i) Hirers must communicate all usage terms to on-site staff if not attending.
- j) Hirers must supply their own first aid kit and officer.

## 11. Damage to Equipment and Facilities

### User Responsibility

- a) All users are responsible for damage they cause.
- b) Usage is restricted to intended purposes only.
- c) Issues must be reported immediately.

### Charges and Consequences

- a) Damage fees = repair/replacement cost + 10%.
- b) Membership or access may be suspended or cancelled.
- c) Future bookings may be withheld until damages are paid.

## 12. Insurance Requirements for Hirers

- a) Casual hirers are covered under Council's public liability insurance.
- b) Clubs, companies, or associations must provide a valid \$20M public liability certificate.
- c) Hirers indemnify Council against damage, injury, or claims from their usage.

## 13. Expulsion and Termination

- a) Council may terminate memberships for:
  - Rule violations
  - Harassment or aggressive conduct
  - Ongoing payment issues
- b) Terminated users forfeit any unused access or payments.

## 14. Privacy Policy

- a) Wagga Wagga City Council values your privacy.
- b) Personal data is used for operational and promotional purposes.
- c) Members can access and correct personal data in accordance with the Commonwealth Privacy Act (Amended 2001).
- d) Opt-out options are available for promotional communication.