



## Northcote Aquatic & Recreation Centre



Clublinks  
SHINE BRIGHT

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### ADDENDUM: CROSS-VENUE ACCESS (NORTHCOTE AQUATIC AND RECREATION CENTRE & BUNDHA SPORTS CENTRE)

#### 1. SCOPE OF ACCESS

By activating or utilizing your membership at the Bundha Sports Centre (BSC), you acknowledge and agree that your existing membership with the Northcote Aquatic and Recreation Centre (NARC) is extended to provide access to the Bundha Sports Centre, subject to the terms and conditions outlined in this Addendum.

#### 2. INCORPORATION OF TERMS

Your membership remains governed by the NARC Membership Agreement. By entering or using the Bundha Sports Centre, you further agree to be bound by the *Bundha Sports Centre Membership Terms* and the *Bundha Sports Centre Conditions of Entry* (available on the Bundha website and at the facility reception) as if you were a direct member of that facility. Where there is a conflict between the NARC and Bundha terms, the specific operational requirements and policies of the facility you are currently visiting shall take precedence.

#### 3. CONDITIONS OF ENTRY

You agree to strictly observe and abide by the *Bundha Sports Centre Conditions of Entry* as amended from time to time. Failure to comply with these conditions may result in disciplinary action, including the suspension or termination of your cross-venue access or your overall membership, in accordance with the terms of your original Membership Agreement.

#### 4. DATA PRIVACY & CONSENT

By accessing the Bundha Sports Centre facility, you acknowledge and consent to the sharing of your membership and usage information between NARC and the Bundha Sports Centre. This data is shared solely for the purpose of verifying your membership, managing cross-site facility access, and ensuring site safety, in accordance with the *Privacy and Data Protection Act 2014 (Vic)*. You may opt out of this cross-site access at any time by contacting our Customer Experience team; however, doing so will result in the immediate removal of your access to the Bundha Sports Centre.

#### 5. LIABILITY AND RISK

You acknowledge that when using the Bundha Sports Centre, you do so at your own risk.

- **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:** Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain recreational services. These guarantees mean that the supplier (Clublinks Management Pty Ltd) is required to ensure that the services it supplies to you are rendered with due care and skill; are reasonably fit for any purpose which you make known to the supplier; and might reasonably be

expected to achieve any result you have made known to the supplier. You agree that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted, or modified in the way set out in this document. Note: The change to your rights does not apply if your death or injury is due to gross negligence on the supplier's part.

**6. OPERATIONAL AUTHORITY**

You acknowledge that the Bundha Sports Centre is operated on behalf of the Department of Jobs, Skills, Industry and Regions. You further acknowledge that by choosing to exercise this access, you have read and agree to the terms herein and the *Bundha Sports Centre Conditions of Entry*.