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## COVID SAFETY POLICY FOR MEMBERS AND GUESTS

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### 1. STATEMENT OF INTENT

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- 1.1 The Delta variant of COVID-19 is highly infectious and has had a devastating impact in Australia and around the world. It is expected to remain in the community for the foreseeable future.
- 1.2 When Members, Guests, Workers, Officers and other visitors attend the Club, they are very likely to have interactions with other persons from different households and areas of the community. This makes the Club susceptible to the spread of COVID-19.
- 1.3 As a community-orientated organisation, the Club's main priority is, and will always be, the safety of its Workers, Officers, Members, Guests and the community which it serves.
- 1.4 The Club is committed to doing everything that is reasonable and necessary to provide a safe working environment for its Workers and Officers and to protect its Workers, Officers, Members, Guests and the local community from contracting or spreading COVID-19.
- 1.5 The Club believes that a range of controls including but not limited to vaccination and mask wearing, are the best protection against COVID-19 and that these controls are critical to minimising the risk of transmission and consequences of COVID-19. The Club has already implemented a mandatory vaccination policy for its Workers and Officers.
- 1.6 The purpose of this policy is to outline the Club's COVID-19 vaccination requirements for its Members and Guests with respect to accessing the DLC Premises, Grange Golf Club and Dapto Squash Centre.

### 2. APPLICATION OF THIS POLICY

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- 2.1 Except to the extent that any contrary intention is expressed, this policy:
  - (a) binds all Members;
  - (b) binds all Guests who are over sixteen (16) years of age;
  - (c) must be read in conjunction with:
    - (i) the Club's constitution and by-laws;
    - (ii) the Club's privacy policy; and
    - (iii) any Public Health Order which may be applicable to the Club from time to time.
- 2.2 Capitalised terms used in this policy are defined in clause 8.
- 2.3 This policy will have full effect on being approved by the Board by way of by-law. A copy of the policy will be posted on the Club noticeboard and on the Club's website.
- 2.4 This policy may be updated, revised or rescinded by the Club at any time.
- 2.5 This policy does not apply to:
  - (a) Members and Guests using the Grange Golf Course; and
  - (b) Members and Guests attending a Grange Event.



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### 3. ACCESS TO THE PREMISES

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- 3.1 Unless they have been granted an exemption by the Club in accordance with clause 4 of this policy, all Members and all Guests over sixteen (16) years of age must not enter or remain on:
- (a) any part of the DLC Premises unless that person:
    - (i) has been Fully Vaccinated; and
    - (ii) produces to the Club acceptable evidence from the Australian Immunisation Register that they are Fully Vaccinated; and
    - (iii) wears a face mask at all times whilst they are in the DLC Premises unless eating or drinking.
  
  - (b) any part of the Grange Golf Club unless that person:
    - (i) has been Fully Vaccinated; and
    - (ii) produces to the Club acceptable evidence from the Australian Immunisation Register that they are Fully Vaccinated; and
    - (iii) wears a face mask at all times whilst they are in the Grange Golf Club unless eating or drinking; or
    - (iv) has not been Fully Vaccinated and:
      - (1) is entering the Grange Golf Club for the sole purpose of paying competition and green fees for golf on the Grange Golf Course and leaves the Grange Golf Club immediately after the paying the competition or green fees; and
      - (2) wears a face mask at all times whilst they are in the Grange Golf Club; or
      - (3) is attending a Grange Event; and
      - (4) wears a face mask at all times whilst they are in the Grange Function Centre unless eating or drinking.
  
  - (c) any part of Dapto Squash unless that person:
    - (i) has been Fully Vaccinated; and
    - (ii) produces to Dapto Squash acceptable evidence from the Australian Immunisation Register that they are Fully Vaccinated; and
    - (iii) wears a face mask at all times whilst they are in Dapto Squash unless eating, drinking or participating in a game of squash.



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- 3.2 Acceptable forms of evidence of vaccination from the Australian Immunisation Register include:
- (a) an online immunisation history statement;
  - (b) a COVID-19 digital certificate.
- 3.3 All Members and Guests over sixteen (16) years of age who claim to be Fully Vaccinated must carry or otherwise have ready access to a copy of one of the forms of evidence identified in clause 3.2 of this policy and must produce that evidence to a Worker or Officer of the Club or Dapto Squash, a police officer or any other authorised officer on request.
- 3.4 If a Member or Guest over sixteen (16) years of age claims to be Fully Vaccinated but is unable to produce one of the forms of evidence identified in clause 3.2 and is not granted an exemption under clause 4, they must leave the DLC Premises, the Grange Golf Club or Dapto Squash immediately and not return until such time as they are able to comply with this policy.
- 3.5 The requirement to be Fully Vaccinated to access the DLC Premises, Grange Golf Club and Dapto Squash is an ongoing requirement and extends to any additional doses of an Approved Vaccine which are subsequently recommended by the ATAGI.

#### 4. EXEMPTIONS

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- 4.1 The Club recognises that in very limited circumstances, a Member or Guest may be unable to receive an Approved Vaccine and may need to be granted an exemption to the requirements in clauses 3.1(a), 3.1(b) and 3.1(c) of this policy because:
- (a) they have a temporary or permanent Medical Contraindication which prevents them from receiving any of the available Approved Vaccines; or
  - (b) some other exceptional and legally protected grounds apply which prevent them from being Fully Vaccinated.

##### **Medical Contraindications**

- 4.2 Any Member or Guest who seeks an exemption on the grounds that they have a Medical Contraindication must provide the Club with:
- (a) a Medical Contraindication Certificate that has been issued to them. For the avoidance of doubt, an ordinary medical certificate will not suffice;
  - (b) an online immunisation history statement from the Australian Immunisation Register; or
  - (c) a COVID-19 digital certificate from the Australian Immunisation Register,
- which notes their Medical Contraindication to each of the Approved Vaccines.
- 4.3 To the extent that a Member or Guest seeks an exemption on the grounds that they have a Medical Contraindication which is temporary, the expiry date recorded for their Medical Contraindication on the evidence they produce under clause 4.2 must not have passed.



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## Other Grounds

- 4.4 Any Member or Guest who seeks an exemption to the requirements in clauses 3.1(a), 3.1(b) or 3.1(c) of this policy on any grounds other than a Medical Contraindication must provide suitable evidence in support of the grounds on which they seek an exemption.

## Consideration and Determination of Requests for Exemptions

- 4.5 The Club reserves the right to make such enquiries as it considers appropriate to verify the authenticity of any evidence provided to the Club by a Member or Guest in support of their request for an exemption under this clause 4 and the Member or Guest must cooperate fully with such enquiries.
- 4.6 The Club will consider any requests for an exemption under this clause on a case-by-case basis and may have regard to:
- (a) the legitimacy of the grounds on which the Member or Guest is seeking an exemption;
  - (b) the adequacy of the evidence and supporting documentation provided to the Club;
  - (c) whether the grounds on which the Member or Guest is seeking an exemption are temporary or permanent;
  - (d) the risks of exposure for the Member or Guest and other people who work at or have dealings with the Club or Dapto Squash, including any vulnerable persons with whom the Member or Guest may interact;
  - (e) whether the risks of exposure to the Member or Guest and other persons at the Club or Dapto Squash can be mitigated by making any reasonable adjustments that do not cause unjustifiable hardship to the Club or Dapto Squash; and
  - (f) the purpose and scope of this policy.
- 4.7 The Club will, in its sole discretion:
- (a) in the case of a Member or Guest who is seeking entry into the DLC Premises, Grange Golf Club or Dapto Golf – either grant or refuse a Member or Guest entry; or
  - (b) in the case of a Member or Guest who is already on the DLC Premises, Grange Golf Club or Dapto Squash – allow the Member or Guest to remain on the DLC Premises, Grange Golf Club or Dapto Squash or request that they leave the DLC Premises, Grange Golf Club or Dapto Squash immediately.
- 4.8 If the Club approves the Member or Guest's request for an exemption, the Club may impose additional control measures on the Member or Guest which it considers reasonable to minimise the risk of transmission of COVID-19. Those controls will depend upon the circumstances of the case but may include measures such as requiring the Member or Guest to wear a face mask at all times that they are on the DLC Premises, Grange Golf Club or Dapto Squash (whichever is applicable), to be seated at all times they are on those premises or to be seated near an open window while they are in those premises.



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- 4.9 If a Member's or Guest's request for an exemption is:
- (a) approved by the Club, the Member or Guest must comply with any additional control measures and conditions which are imposed by the Club upon them;
  - (b) not approved by the Club, the Member or Guest must comply with the requirements of clause 3 of this policy.

## 5. TREATMENT OF INFORMATION PROVIDED TO THE CLUB

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- 5.1 The Club recognises that information about an individual's vaccination status and Medical Contraindications and other information about an individual's background or circumstances for seeking an exemption under clause 4 of this policy is sensitive information for the purposes of the *Privacy Act 1988* (Cth).
- 5.2 The Club will handle any personal information which it holds in accordance with the Club's privacy policy.
- 5.3 The Club will not keep any copies of any evidence that it sights from a Member or Guest under clause 3 or 4 of this policy.
- 5.4 The Club will make a record of:
- (a) the fact that it has sighted evidence from a Member or Guest;
  - (b) if the evidence sighted is evidence provided under clause 4.4 – the name of the person who has certified or signed that evidence;
  - (c) the date on which that evidence was sighted; and
  - (d) the name of the person who sighted that evidence,
- but will not otherwise record any of the information contained in any of the evidence that it sights from a Member or Guest under clause 3 or 4 of this policy.
- 5.5 The Club will not disclose a Member or Guest's sensitive information to a third party without the Member or Guest's consent, except to the Club's advisers unless the Club is required or authorised to do so by law (including in accordance with clause 6.5 of this policy).

## 6. NOTIFICATION OF DIAGNOSIS WITH COVID-19

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- 6.1 This clause applies to a Member or Guest who has tested positive for COVID-19 and who had attended any part of the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash within at least:
- (a) two (2) days before they got sick; or
  - (b) two (2) days before their COVID-19 test,
- whichever is earlier.



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- 6.2 If a Member or Guest has tested positive for COVID-19 and attended any part of the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash within the timeframe referred to in clause 6.1 of this policy, they must as soon as reasonably practicable notify the Club:
- (a) the date of their test;
  - (b) the date they got sick (if they have had symptoms); and
  - (c) the days (and if possible, the times) they were at the relevant premises.
- 6.3 A Member or Guest can notify the Club of the information required under clause 6.2 of this policy by calling 02 42 611 333.
- 6.4 The notification requirements in clause 6.2 have the intended purpose of allowing the Club to take steps to notify SafeWork NSW and/or NSW Health and to limit the potential spread of COVID-19. However, the Club acknowledges that there may be limited instances where a Member or Guest is too ill to promptly notify the Club. In those circumstances, the Member or Guest must notify the Club as soon as they are well enough to do so or may arrange for a family member or friend to notify the Club on their behalf.
- 6.5 If the Club forms the view that a Member or Guest may have contracted COVID-19 at the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash, or that they attended the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash while infected with COVID-19, the Club may disclose that information, including the information the Member or Guest provides to the Club under clause 6.2 of this policy, to SafeWork NSW and/or NSW Health in accordance with the Club's obligations under the applicable public health orders.
- 6.6 A Member or Guest who has tested positive for COVID-19 must self-isolate in accordance with the advice from NSW Health and:
- (a) must not return to the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash until they have recovered from COVID-19 and been issued with a medical clearance notice releasing them from isolation; and
  - (b) must present a copy of the medical clearance notice which has been issued to them for sighting by the Club before they can enter the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash.

## **7. FAILURE TO COMPLY WITH THIS POLICY**

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- 7.1 All Members and Guests over the age of sixteen (16) years must comply with the requirements of this policy.
- 7.2 Compliance with this policy will be treated as a condition of entry to the DLC Premises, Grange Golf Club, Range Function Centre and Dapto Squash. A Member or Guest who has not complied with this policy or who has not been granted an exemption by the Club could be refused access to or removed from the DLC Premises, Grange Golf Club, Range Function Centre or Dapto Squash, including being removed from the DLC Premises, Grange Golf Club, Range Function Centre and/or refused access to the DLC Premises, Grange Golf Club or Range Function Centre in



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the future pursuant to section 77 of the *Liquor Act 2007* (NSW).

- 7.3 The Club will treat any instances of non-compliance by a Member or Guest on a case-by-case basis but in the case of non-compliance by a Member, may take disciplinary action against the Member under the Club's constitution.

## 8. DEFINITIONS

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- 8.1 In this policy, the following words and phrases have the following meanings unless the context otherwise requires:

**Approved Vaccine** means a vaccine approved (including provisionally approved) by the Therapeutic Goods Administration of the Commonwealth for use in Australia as a vaccine against COVID-19;

**ATAGI** means the Australian Technical Advisory Group on Immunisation;

**Board** means the Club's board of directors;

**COVID-19** means an infection and/or disease caused by the SARS-CoV-2 virus and includes any infection and/or disease caused by any variants of the SARS-CoV-2 virus, irrespective of whether those variants are known to exist at the time this policy is adopted or whether those variants emerge in the future;

**Dapto Squash** means any place used by Dapto Squash Centre which is located at 121-123 Lakelands Drive, Dapto, NSW 2530 and owned and operated by the Club;

**DLC Premises** means any place used by the Club in the course of conducting its business including but not limited to the Club's building at Corner Station Street and Bong Bong Road, Dapto NSW 2530;

**Fully Vaccinated** means having obtained the ATAGI's recommended dosage of any Approved Vaccine, including any subsequent or additional doses recommended by ATAGI in the future;

**Grange Event** means any private event conducted in the Range Function Centre of the Grange Golf Club:

- (a) to which Members and Guests attending the event do not enter the Range Function Centre via any other part of the Grange Golf Club; and
- (b) which is designated as a Grange Event by the Club;

**Grange Golf Club** means any part of The Grange club house located at Princes Highway, 10 Kembla Grange, NSW 2526 except the Range



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|   | Function Centre when being used for a Grange Event;   |
| <b>Grange Golf Course</b>                   | means any part of the 18 hole golf course located at Princes Highway, 10 Kembla Grange, NSW 2526;   |
| <b>Guest</b>                                | (a) has the meaning given to it in the <i>Registered Clubs Act 1976</i> (NSW) but also includes a person attending a function in the Club pursuant to section 23 of the <i>Registered Clubs Act 1976</i> (NSW); and<br>(b) means any non-member of Dapto Squash attending Dapto Squash for the purpose of participating in a game of squash sanctioned by Dapto Squash. |
| <b>Medical Contraindication</b>             | means a medical condition which precludes a person from receiving an Approved Vaccine, being a condition recognised by the Therapeutic Goods Administration and ATAGI;  |
| <b>Medical Contraindication Certificate</b> | means a certificate issued by a medical practitioner in the form approved by the NSW Chief Health Officer certifying that because of a specified medical contraindication, the person to whom the certificate has been issued cannot have a COVID-19 vaccine;   |
| <b>Officer</b>                              | means a director of the Club;   |
| <b>Member</b>                               | means:<br>(a) a person who is a full member, a provisional member, an honorary member or a temporary member of the Club; and<br>(b) a person who is a member of Dapto Leagues Club Squash Club.   |
| <b>The Club</b>                             | means the Dapto Leagues Club Ltd (ABN 52 001 020 480), its sub-clubs and related entities including Dapto Squash;   |
| <b>Worker</b>                               | means a person who carries out work in any capacity for the Club including work as an employee, a contractor or subcontractor, an employee of a contractor or subcontractor, an apprentice or trainee, a student gaining work experience, or a volunteer.   |





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## By law to restrict access to Club premises

### WHEREAS:

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- (A) The Delta variant of COVID-19 is highly infectious and has had a devastating impact in Australia and around the world.
- (B) Rule 65 of the Club's Constitution provides that the Board has power to make By-laws not inconsistent with the Constitution as in the opinion of the Board are necessary or desirable for the proper conduct and management of the Club, including for the general management, control and trading activities of the Club, the control and management of the Club's premises and the privileges to be enjoyed by each category of membership and to amend or repeal from time to time such By-laws.
- (C) The Board is of the view that a range of controls including but not limited to vaccination and mask wearing, are the best protection against COVID-19 and that these controls are critical to minimising the risk of transmission and consequences of COVID-19 for staff, members, guests and other visitors to the Club.
- (D) The Club wishes to take all reasonably practical measures to protect persons accessing to the Dapto Leagues Club premises and the Grange Golf Club premises, facilities and amenities from contracting, or spreading, the virus, which includes restricting access to the Dapto Leagues Club premises and to parts of the Grange Golf Club premises.

### IT IS NOW HEREBY RESOLVED THAT THE BOARD MAKE THE FOLLOWING BY-LAW:

- 2. The Board hereby adopts the *COVID SAFETY POLICY FOR MEMBERS AND GUESTS* dated 15th December 2021] (**Policy**).
- 3. Until further decision by the Board, the only members of the Club, guests of members and visitors to the Club over the age of 16 years who can access the Dapto Leagues Club premises, Grange Golf Club premises and Dapto Squash Centre are those who satisfy the conditions of entry in the Policy, as amended from time to time.
- 4. Any person over the age of 16 years who cannot satisfy the conditions of entry in the Policy are hereby prohibited from entering the Dapto Leagues Club premises, Grange Golf Club premises and Dapto Squash Centre and will be removed from the premises if they gain entry contrary to the Policy.