

TILLIGERRY RSL SPORTS AND TANILBA BAY GOLF CLUB COVID-19 POLICY

1. STATEMENT OF INTENT

- 1.1 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 broader 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 vaccination against COVID-19 is the best protection against COVID-19 and that vaccination is critical to minimising the risk of transmission and consequences of COVID-19.
- 1.6 The purpose of this policy is to outline the Club's requirements for all persons to be Fully Vaccinated against COVID-19 in order to access certain areas of the Club's Premises where the Club considers there is a higher risk of transmission of COVID-19 occurring.

2. APPLICATION OF THIS POLICY

- 2.1 Except to the extent that any contrary intention is expressed, this policy:
 - (a) binds all persons (including all Workers, Officers, Members and Guests) who are over sixteen (16) years of age;
 - (b) must be read in conjunction with:
 - (i) the Club's constitution and by-laws;
 - (ii) the Club's privacy policy;
 - (iii) in the case of a Worker -
 - (1) any award or industrial agreement which applies to them; and
 - (2) any contract which applies to them; and
 - (iv) 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 9.
- 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 'tilligerryrslsports.com.au' the Club's website.
- 2.4 This policy may be updated, revised or rescinded by the Club at any time.

3. HIGHER RISK AREAS OF THE PREMISES

- 3.1 The Club has assessed the level of risk of transmission of COVID-19 in each area of the Premises having regard to certain factors including, but not limited to:
- (b) the size of the area;
 - (c) whether the area is an outdoor or indoor space;
 - (d) the nature of the activities carried out in the area;
 - (e) whether any of the Workers or Officers who work in that area are especially vulnerable to COVID-19;
 - (f) whether it is possible to introduce measures (such as the opening of windows) to reduce the level of risk in that area to an acceptable level; and
 - (g) the age demographic of the membership of the Club.
- 3.2 Having regard to the factors identified in clause 3.1, the Club has identified the Club Buildings as being an area in the Premises where the Club considers there is a higher risk of transmission of COVID-19 occurring.
- 3.3 For the avoidance of doubt, clauses 4 and 5 of this Policy do not apply to the golf course and car park on the Premises.

4. ACCESS TO THE CLUB BUILDINGS

- 4.1 Unless they have been granted an exemption by the Club in accordance with clause 5 of this policy, all persons over sixteen (16) years of age must not enter or remain on any part of the Club Buildings unless that person:
- (a) has been Fully Vaccinated; and
 - (b) produces to the Club acceptable evidence from the Australian Immunisation Register that they are Fully Vaccinated.
- 4.2 Acceptable forms of evidence of vaccination from the Australian Immunisation Register include:
- (a) an online immunisation history statement;
 - (b) a COVID-19 digital certificate.
- 4.3 A Worker or Officer cannot attend the Premises to undertake any work or duties related to their role unless they have complied with clause 4.1 of this policy or been granted an exemption by the Club pursuant to clause 5 of this policy.
- 4.4 All persons over sixteen (16) years of age must carry or otherwise have ready access to a copy of one of the forms of evidence identified in clause 4.2 of this policy and must produce that evidence

to a Worker or Officer of the Club, a police officer or any other authorised officer on request.

- 4.5 If a person over sixteen (16) years of age is unable to produce one of the forms of evidence identified in clause 4.2 and is not granted an exemption under clause 5, they must leave the Club Building immediately and not return until such time as they are able to comply with this policy.
- 4.6 The requirement to be Fully Vaccinated to access the Premises is an ongoing requirement and extends to any additional doses of an Approved Vaccine which are subsequently recommended by the ATAGI.

5. EXEMPTIONS

- 5.1 The Club recognises that in very limited circumstances, a person may be unable to receive an Approved Vaccine and may need to be granted an exemption to the requirements in clause 4 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

- 5.2 Any person 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.
- 5.3 To the extent that a person 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 5.2 must not have passed.

Other Grounds

- 5.4 Any person who seeks an exemption to the requirements in clause 4 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

- 5.5 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 person in support of their request for an exemption under this clause 5 and the person must cooperate fully with such enquiries.
- 5.6 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 person is seeking an exemption;
- (b) the adequacy of the evidence and supporting documentation provided to the Club;
- (c) whether the grounds on which the person is seeking an exemption are temporary or permanent;
- (d) if the person is a Worker or Officer - the nature and requirements of their role at the Club, including the extent to which their role requires them to interact with other people at the Club and share spaces used by other people at the Club;
- (e) the risks of exposure for the person and other people who work at or have dealings with the Club, including any vulnerable persons with whom they may interact;
- (f) whether the risks of exposure to the person and other persons at the Club can be mitigated by making any reasonable adjustments that do not cause unjustifiable hardship to the Club; and
- (g) the purpose and scope of this policy.

5.7 The Club will, in its sole discretion:

- (a) in the case of person who is seeking entry into the Club Building – either grant or refuse a person entry; or
- (b) in the case of a person who is already in the Club Building – allow the person to remain in the Club Building or request that they leave the Club Building immediately.

5.8 If the Club approves a person's request for an exemption, the Club may impose additional control measures on the person which it considers reasonable to minimise the risk of transmission of COVID-19. Those controls will depend upon the circumstances of the case and whether the person is a Worker, Officer, Member or Guest of the Club, but may include measures such as requiring the person to wear a face mask at all times that they are in the Club Building, to be seated at all times they are in the Club Building or to be seated near an open window while they are in the Club Building or in the case of a Worker or Officer, requiring the person to work from home.

5.9 If a person's request for an exemption is:

- (a) approved by the Club, the person must comply with any additional control measures and conditions which are imposed by the Club upon them;
- (b) not approved by the Club, the person must comply with the requirements of clause 4 of this policy.

5.10 If a new Worker or Officer or an applicant for new employment with the Club wishes to seek an exemption from the requirement to be Fully Vaccinated, they must provide the Club with evidence in support of their request for exemption and obtain an exemption from the Club in accordance with this clause prior to them commencing their role with the Club.

6. TREATMENT OF INFORMATION PROVIDED TO THE CLUB

- 6.1 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 5 of this policy is sensitive information for the purposes of the *Privacy Act 1988* (Cth).
- 6.2 The Club will handle any personal information which it holds in accordance with the Club's privacy policy.
- 6.3 If the person is a Worker or Officer, the Club may keep copies of information about their vaccination status, health information or other information about their background or circumstances provided to the Club pursuant to this Policy on the Worker or Officer's personnel file. To the extent that any such documents contain a Worker or Officer's Individual Healthcare Identifier (IHI), the Club will redact the Worker or Officer's IHI before placing the document on the Worker or Officer's file.
- 6.4 The Club will not keep any copies of any evidence that it sights from a Member or Guest under clause 4 or 5 of this policy but 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 5.4 – 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 4 or 5 of this policy.
- 6.5 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 7.5 of this policy).

7. NOTIFICATION OF DIAGNOSIS WITH COVID-19

- 7.1 This clause applies to a person who has tested positive for COVID-19 and who had attended any part of the Premises within at least:
- (a) two (2) days before they got sick; or
 - (b) two (2) days before their COVID-19 test,
- whichever is earlier.
- 7.2 If a person has tested positive for COVID-19 and attended any part of the Premises within the timeframe referred to in clause 7.1 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 Premises
- 7.3 A person can notify the Club of the information required under clause 7.2 of this policy by calling or texting 0423309831
- 7.4 The notification requirements in clause 7.2 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 person is too ill to promptly notify the Club. In those circumstances, the person 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.
- 7.5 If the Club forms the view that a person may have contracted COVID-19 at the Premises, or that they attended the Premises while infected with COVID-19, the Club may disclose that information, including the information the person provides to the Club under clause 7.2 of this policy, to SafeWork NSW and/or NSW Health in accordance with the Club's obligations under the applicable public health orders.
- 7.6 A person 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 Premises 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 Premises.

8. FAILURE TO COMPLY WITH THIS POLICY

- 8.1 All persons over the age of sixteen (16) years must comply with the requirements of this policy.
- 8.2 Compliance with this policy will be treated as a condition of entry to the Club's Premises.
- 8.3 Any Worker or Officer who does not comply with a requirement of this policy and who has not been granted an exemption from that requirement under this policy could be refused access to or removed from the Club Building and:
- (a) in the case of an Employee may:
 - (i) be considered to have failed to comply with a lawful and reasonable direction of the Club; and
 - (ii) be subject to disciplinary action which may include termination of their employment with the Club.
 - (b) in the case of a Worker who is not an Employee:

- (iii) may be considered to have breached their obligations to the Club; and
 - (iv) may have their contract or arrangement with the Club terminated.
- (c) in the case of an Officer may be subject to disciplinary proceedings for failing to abide by a policy of the Club.
- 8.4 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 Club Building, including being removed from the Club Building and/or refused access to the Club Building in the future pursuant to section 77 of the *Liquor Act 2007 (NSW)* .
- 8.5 The Club will treat any instances of non-compliance 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.

9. DEFINITIONS

9.1 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;
Club Buildings	means the building(s) erected on the Premises, including the club house and pro shop;
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;
Fully Vaccinated	means having obtained the ATAGI's recommended dosage of any Approved Vaccine, including any subsequent or additional doses (such as booster shots) recommended by ATAGI in the future;
Guest	has the meaning given to it in the <i>Registered Clubs Act 1976 (NSW)</i> but also includes a person attending a function in the Club pursuant to section 23 of the <i>Registered Clubs Act 1976 (NSW)</i> ;
Medical Contraindication	means a medical condition which precludes a person from receiving an Approved Vaccine, being a condition recognised by

the Therapeutic Goods Administration and ATAGI;

Medical Contraindication Certificate	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;
Officer	means a director of the Club;
Member	means a person who is a full member, a provisional member, an honorary member or a temporary member of the Club;
Premises	means any place used by the Club in the course of conducting its business including but not limited to the Club's premises at Lemon Tree Passage Road, Tanilba Bay NSW 2139;
The Club	means the Tilligerry RSL Sports Club Ltd (ABN 38 003 364 654) including the Tanilba Bay Golf Club, including the Club's sub-clubs and related entities;
Worker	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.