

# KIDS ACTIVITIES TERMS AND CONDITIONS

## VENUESWEST

In these terms and conditions, "VenuesWest" means the Western Australian Sports Centre Trust, trading as VenuesWest; "management" means the management of VenuesWest; "loss of or damage to property" includes economic, indirect and consequential loss; and "Portal" means VenuesWest's online members booking portal.

## ACKNOWLEDGMENT

On completion of the enrolment, which includes payment of fees, I acknowledge that my child and I will be bound by the terms and conditions set out and referred to herein.

## CONDITIONS OF ENTRY POLICY

Patrons must abide by VenuesWest's Conditions of Entry, available at reception on request.

## ENROLMENT

Enrolments must be made online via the Portal and at least 24 hours prior to a class. Enrolments can be made in person at Arena Joondalup or Perth HPC via VenuesWest tablets. Payment must be made at the time of the enrolment to complete the enrolment.

Enrolments cannot be taken over the phone or accepted via fax, email or post.

## ALLERGIES AND MEDICAL CONDITIONS

VenuesWest must be informed of all allergies and medical conditions, if any, via the Portal upon creating a child's profile and upon enrolment of a child. Any changes to a child's medical conditions must be made to the child's profile, via the Portal, as soon as practicable after the changes occur. If your child has a medical management plan (severe asthma or anaphylaxis reaction), a copy must be provided to VenuesWest via email to [kidsactivities.perthhpc@venueswest.wa.gov.au](mailto:kidsactivities.perthhpc@venueswest.wa.gov.au) for activities at Perth HPC or in person to VenuesWest staff.

Please observe the following severity ratings and advise by ticking the respective box alongside the severity rating located on the enrolment form.

Mild: Non-life threatening reaction/condition, not requiring medication.

Moderate: Non-life threatening reaction/condition requiring medication. Please contact VenuesWest to discuss the appropriate action required.

Severe: Life threatening reaction/condition requiring medication. Please contact VenuesWest to discuss the appropriate action required.

## SUPERVISION (TODDLER AND PRE-KINDY GYM ONLY)

Children enrolled in the Toddler and Pre-Kindy Gym programs must be accompanied one on one by a parent or guardian and supervised continuously throughout the lesson. Alternative care arrangements must be made for siblings.

## CHANGES TO BOOKINGS

At least 24 hours' notice is required if any changes to bookings are required. Changes to bookings cannot be made via the Portal and must be requested through and completed by VenuesWest staff.

## CHANGE OF DETAILS

Any change of details a member needs to make e.g. address, phone number, email address, banking/payment details etc. should be made via the Portal.

## MISSED CLASSES AND REFUNDS

All refund requests must be made via email to [kidsactivities.perthhpc@venueswest.wa.gov.au](mailto:kidsactivities.perthhpc@venueswest.wa.gov.au) for activities at Perth HPC or in person at the Programs office. Any refunds granted will incur a \$20.10 administration fee.

No make-up lessons or refunds are available for missed classes. Refunds may be provided in exceptional circumstances, resulting in 3 or more continuous classes being missed.

Refunds requested because of a medical conditions, resulting in missed classes, must be supported by a medical certificate.

## FOOD AND BEVERAGE

Food and beverage (except water and sports drinks) is not to be consumed during the program.

## LOST PROPERTY

All items found are placed in lost property for a period of one (1) month and if not claimed will be donated to a charity after this time. Please note that VenuesWest takes no responsibility and bears no liability (in negligence or howsoever) for any lost or stolen items whilst members are in, on or using our facilities. Lost property enquiries are to be directed to reception.

## SIGNAGE

All signs posted in the venue should be considered part of the rules and regulations of the venue and therefore must be abided by.

## CAMERA AND MOBILE PHONE USE

The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.

## PRIVATE BUSINESS

No private business may be conducted within VenuesWest's facilities and its surrounding grounds without written consent of VenuesWest.

## TICKET GIVEAWAYS

Members may be automatically entered into draws for ticket giveaways to concerts and events held at VenuesWest venues. Please advise VenuesWest if you do not want to be automatically entered into these draws.

## COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of VenuesWest, I may receive communications and marketing materials from VenuesWest and affiliated third parties in the provision of services.

Our privacy statement is available at [venueswest.wa.gov.au/privacy](http://venueswest.wa.gov.au/privacy).

## CHANGE OF SERVICE

VenuesWest reserves the right and authority to alter and/or cancel any class, activity or access to facility space due to the hosting of major events, swimming carnivals etc.

## COURSE CANCELLATIONS

Course dates are subject to cancellation due to insufficient bookings. If a course is cancelled, an alternative date/location will be provided where possible.

## PRICE STRUCTURE

VenuesWest reserves the right to annually review and implement new pricing structures.

## RIGHT OF ADMISSION

VenuesWest reserves the right to refuse admission to any person or to cancel any membership without warning due to inappropriate behaviour. Reasons for cancellation or suspension may include failure to comply with VenuesWest's Conditions of Entry, failure to comply with these terms and conditions, or any reason that VenuesWest deems appropriate.

## PHOTOGRAPHY

On occasion, VenuesWest may take photographs for publication and promotional purposes. Photographs will only be taken of children for these purposes with the parent or guardian's consent, provided via the Portal at the time of enrolment or booking. Please view our Privacy Statement at [venueswest.wa.gov.au/privacy](http://venueswest.wa.gov.au/privacy).

If you wish to take photographs or video footage of your child during a class, please discuss with and seek the approval of VenuesWest staff first.

## INTERPRETATION OF RULES

Should any interpretation on construction of these rules and regulations arise, then the decision of management in relation to that question shall be final and no claim for compensation or damages or refund may be made by the patron against VenuesWest.

## DISCLAIMER

Patrons voluntarily assume all risk of all damage and loss (including property damage), patronal injury (whether it be fatal or non-fatal), economic and consequential loss whatsoever and howsoever arising (including by negligence) at any VenuesWest venue, including damage or loss caused by the acts or omission of other patrons or employees, agents, licensees or hirers of VenuesWest or any other person or thing being present at the venue.

## RELEASE AND INDEMNITY

I acknowledge that physical activity is or can be inherently, actually and / or potentially hazardous or dangerous and that mishaps, accidents and injury (including death) can occur owing to poor physical fitness or condition, the acts or omissions of myself and/ or others, equipment failure, wrong or poor technique, over-exertion or any other cause, whether foreseen or unforeseen.

If the person who will be participating in the physical activity at the premises of VenuesWest is a minor, then I shall procure that person to abide by all terms and conditions of this agreement as if that person were contractually bound to do so.

I hereby declare that all particulars and details I have provided to VenuesWest are true and correct. I warrant that the person undertaking the physical activity is in a good state of health, fitness and physical condition and that there is no medical or other reason whatsoever that could be regarded as a restriction upon or an impediment to the participation in the physical activity. I acknowledge and agree that during all such times as I am on the premises of VenuesWest or its surrounds that both my property and my person shall be at my own risk in every respect.

I hereby release, exclude and discharge VenuesWest and all employees, volunteers, agents and officers thereof from and against all past, current and future liability, in negligence or howsoever, arising from any injury, illness or death or loss of or damage to property occurring to or sustained by me or any child of mine or who is under my care and control whilst in, at or near the premises of VenuesWest. Further I shall not bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against VenuesWest or any employee, volunteer, agent or officer thereof in contravention of the previous sentence.

I hereby indemnify and shall keep indemnified VenuesWest and its members, volunteers, agents, officers and employees ('those Indemnified') from, against and in respect to all loss, damage, costs, expenses, claims, demands, actions and liability (howsoever described) suffered, incurred or brought against any of those Indemnified arising from or relating to any:

- (a) injury, illness or death of myself or any minor or other person for whom I am responsible; or
- (b) loss of or damage (including economic, indirect or consequential loss) to property owned by me or anyone else (including any minor or other person for whom I am responsible) arising from, on account of or in connection with:
  - (i) the use of any equipment or facilities of VenuesWest used in the conduct of the physical activity by me or any minor or other person for whom I am responsible; or
  - (ii) this agreement or any other requirements of VenuesWest, or any breach thereof by me or any minor or other person for whom I am responsible.