

Maroondah Leisure - Stadiums Junior Program Terms & Conditions

Junior Term Based Program Upfront Payment

Junior program enrolments will only be confirmed once the booking and payment are both made. Program students are enrolled for the duration of the entire term. Enrolments made after the program term has commenced will be charged at a pro-rated rate.

Loan Singlets

Junior program singlets are loaned for the duration of the program term. Singlets are signed out to the program student on behalf of the parent and/or guardian at the beginning of the program term. Singlets must be cared for and returned to The Rings staff on the final session of the program. Lost, damaged or stained singlets will incur a replacement fee of \$25.

Junior Term Based Program Refund and Credits

Full payment is required upon enrolment. A refund will be issued subject to one of the following conditions:

- A medical certificate is presented within 7 days of the absence.
- The program is cancelled by Facility Management.
- The Rings Administration are notified of the pending absence a minimum of 7 days prior to the commencement date of the program.

A credit will be issued subject to the following conditions:

- The Facility Management are notified of the pending absence within 7 days of the commencement of the program.
- This credit can be utilised on future junior term based programs at The Rings and of purchase.

Credits shall retain their nominal value for a period of 12 months from date of purchase. No 'make up sessions' offered due to inability to attend.

Junior School Holiday Program Payment

Junior school holiday program enrolments will only be confirmed once the booking and payment are both made.

Junior School Holiday Refund and Credits

Full payment is required upon enrolment. A refund will be issued subject to one of the following conditions:

- A medical certificate is presented within 7 days of the absence.
- The program is cancelled by Facility Management.
- Facility Management are notified of the pending absence a minimum of 7 days prior to the commencement date of the program.

A credit will be issued subject to the following conditions:

- Facility Management are notified of the pending absence within 7 days of the commencement of the program.
- This credit can only be utilised on a future school holiday program of the same sport previously purchased.

No credits will be offered if notification of absence (via phone call or email) is received after the school holiday program has commenced. Credits shall retain their nominal value for a period of 12 months from date of purchase.

Minors

As parent and/or guardian of a minor, you hereby agree to be fully responsible for any and all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision whether in accordance with this Agreement or otherwise.

Warranty

You warrant that all the information provided to us is accurate and true. You further warrant and represent that you do not have any medical or mental condition or disability or disease, which could be or become worse as a result of your use of the membership facilities or result in damage to your health, other than as expressly disclosed to us prior to or upon your enrolment for membership.

Conditions of Use and Entry

All members must abide by the Maroondah Leisure Code of Conduct which is available at www.maroondahleisure.com.au/conduct

Maroondah Leisure reserves the right to cancel any membership or category of membership or alter the terms and conditions of membership at its absolute discretion.

Junior Program Indemnity

"To the maximum extent permitted by law, I understand that I enrol my child in this program entirely at my own risk and I agree to release, hold harmless and indemnify each of Maroondah City Council, its staff and agents (collectively "Council") from and against all liability (including liability in negligence or omission) for personal injury or loss of property incurred, claims, demands, actions, costs and damages which I or any other person or party may have against Council or any of them arising out of or in any way connected to my or my child's attendance at the program. I acknowledge that this release shall apply to my heirs and assigns, and to any minor and on whose behalf I hereby sign as parent/guardian.

I have noted, accurately to the best of my memory, my child's known medical conditions and medications which may be relevant to my child's participation in the program or which may be relevant to the rendering of emergency medical treatment.

I authorise Council to obtain such medical assistance and treatment as Council may deem necessary, if, in Council's view, there is a medical emergency in relation to my child and I agree to reimburse Council all costs and losses it incurs in relation to obtaining medical treatment for my child."

Australian Consumer Law

The Australian Consumer Law (CL) permits a supplier of recreational services to ask you to accept some limitations on the statutory guarantees set out in this form. Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise and as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the Warning provided herein, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in the statutory guarantees) in connection with or under this agreement but to avoid doubt we do not exclude liability for our gross negligence.

Privacy and Data Protection

Maroondah City Council is committed to the principals as prescribed by the *Privacy and Data Protection Act 2014*. The information on this form is being collected to ensure accurate enrolment and contact details and facilitating the provision of our services to you.

Your information will be accessed by Maroondah City Council staff for internal and administrative purposes, debt collection purposes or to communicate promotional offer and membership benefits, newsletters and special events to you. Your information will not otherwise be disclosed except to our professional advisors, debt collection services providers, third parties providing benefits to our members and financiers or government authorities or organisations as required or authorised by law. Maroondah City Council has appointed a Privacy Officer to assist in the implementation of the legislation in addition to handling any enquiries. Our Privacy Officer may be contacted on 1300 882 233 or email at privacy@maroondah.vic.gov.au