

LA TROBE SPORT – HOLIDAY PROGRAM

Terms and Conditions

1. TERMS

- 1.1 La Trobe University's sport and health and fitness facilities and services are provided by La Trobe University, ABN 64 804 735 113, Victoria 3086 (**LTU** or **us** or **we** or **our**), through La Trobe Sport.
- 1.2 **Your registration:** To apply to attend LTU's school holiday program (as detailed on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/school-holiday-programs>) (**Holiday Program**), applicants must complete a Holiday Program Registration Form on Eventbrite (accessible via the link on LTU's Holiday Program website) (**Registration Form**).
- 1.3 By submitting a Registration Form, you (**you** or **your**) agree to these terms. Upon acceptance of your Holiday Program application and confirmation by LTU, these terms together with your Registration Form (collectively, the **Terms**) form an agreement between you and LTU in respect of Holiday Program.
- 1.4 Holiday Program applications must be submitted at least 7 days prior to commencement of the proposed Holiday Program and include all information required by the Registration Form, including:
 - (a) your personal, contact and emergency details
 - (b) details and number of attendees; and
 - (c) dietary, allergy, behavioural and medical requirements of attendees.
- 1.5 You must promptly notify LTU of any changes to information provided as part of your Holiday Program application. Changes to attendee dietary, allergy or medical information must be supplied to LTU a reasonable time prior to the proposed Holiday Program by emailing programs@latrobe.edu.au. LTU may refuse or cancel any Holiday Program application with any missing, incorrect or incomplete information or where changes are proposed without sufficient notice.
- 1.6 **Your responsibility for attendees:** You accept responsibility for all of your attendees and invitees to LTU in connection with Holiday Program, including all children, guardian(s), parent(s) or carer(s) (**Attendees**). You are responsible for obtaining all necessary information or consents (including any parental or guardian consent) of Attendees required for attendance at Holiday Program and for ensuring all Attendees' compliance with these Terms. A reference under these terms to you includes you and all Attendee(s), and vice versa.
- 1.7 Without limiting clauses 3.1 and 4.1, Attendees must be 5 years of age or older at the commencement of your Holiday Program to be eligible to participate in that Holiday Program.
- 1.8 LTU may at any time refuse or cancel access to any LTU facilities or services if you or any Attendee fail to comply with any of these Terms.

2. PAYMENTS & CANCELLATIONS

- 2.1 **Payment:** Full payment of fees for Holiday Program (as set out on LTU's Holiday Program website linked in clause 1.2) is required at the time of completing your Registration Form.
- 2.2 **Cancellation by you:** You may cancel your participation in Holiday Program by notifying LTU prior to your Holiday Program date in writing to: programs@latrobe.edu.au. If your participation in Holiday Program is cancelled for any reason other than in accordance with clause 1.8, LTU will, acting reasonably in consultation with you:
 - (a) reschedule your participation in Holiday Program in accordance with clause 2.3, subject to availability of facilities and staff; or

- (b) refund payments made by you in connection with your cancelled Holiday Program.

- 2.3 **Rescheduling by you:** You may request rescheduling of your participation in Holiday Program by notifying LTU prior to your Holiday Program commencement date in writing to: programs@latrobe.edu.au. LTU will accommodate such requests where possible, subject to availability of facilities and staff. LTU may decline such requests where it cannot reasonably reschedule your participation in Holiday Program, including due to unavailability of LTU staff or facilities. If your participation in Holiday Program cannot reasonably be rescheduled, LTU will cancel your participation in Holiday Program and refund payments paid made by you in connection with the cancelled Holiday Program.

- 2.4 **Outside access:** Attendees wishing to access paid La Trobe Sport facilities outside allocated Holiday Program times will need to pay standard LTU entry fees.

3. AQUATIC ACTIVITIES

- 3.1 **Eligibility:** Attendees must be 7 years of age at the commencement of your Holiday Program to participate in any aquatic activities in connection with that Holiday Program.
- 3.2 **Notification by you:** If the Holiday Program involves swimming or any aquatic activity, prior to the Holiday Program, each Attendee (or their guardian(s) and/or parents(s) and/or carer(s), as applicable) must notify La Trobe Sport of any limitations in that Attendee's swimming ability or relevant medical conditions to ensure a safe and enjoyable experience is maintained.
- 3.3 **Safety:** The La Trobe Indoor Sport Centre Pool has areas of deep water (2.55m). Due to the inherent risk of swimming, a swim test will be conducted prior to the commencement of aquatic activities to determine the swimming ability of the Attendees. To ensure safety at all times of Attendees, and at the discretion of La Trobe Sport staff following the swim test, La Trobe Sport may require an Attendee to use lifejackets or other floatation aids, or even necessitate a change in aquatic activities, should LTU determine in its sole discretion that it would be unsafe for the Attendee to participate in the planned aquatic activities which occur in deep water and require swimming competence.

4. ROCK CLIMBING WALL USAGE

- 4.1 **Eligibility:** Attendees must be 7 years of age at the commencement of your Holiday Program to participate in any rock climbing activities in connection with that Holiday Program.
- 4.2 **Safety:** Rock climbing at the La Trobe Indoor Sports Centre involves a 10-meter-high wall that Attendees will 'top rope climb' while the Attendee is securely attached to a rope and harness that runs through a fixed anchor at the top of the climbing wall and back down to the belayer (trained La Trobe Sport staff member) at the base of the climb. You acknowledge there is an inherent level of risk in participating in rock climbing as part of the Holiday Program, including the possibility of personal injury or death. All Attendees who engage in such recreational activities do so at their own risk and understand that no amount of care, caution, instruction, or expertise can eliminate this inherent danger completely.

5. FOOD, BEVERAGE & ALCOHOL

- 5.1 Attendees are only permitted to bring to Holiday Program cold, ready-to-eat food and beverages that do not require any refrigeration or preparation. Provision of hot food is not permitted, as access to kitchen facilities is not permitted (unless expressly authorised by LTU staff).

- 5.2 LTU does not accept liability in connection with any food or beverage brought to Holiday Program by any Attendee.
- 5.3 Alcohol is not permitted during Holiday Program.
- 6. SAFETY & SUPERVISION**
- 6.1 **Directions:** Safety of all Attendees is important to us. Attendees must comply with these Terms, La Trobe Sport's applicable conditions of entry, and any directions of LTU staff when attending or using our facilities. If any Attendees fail to comply with these Terms, conditions and directions, LTU may in its absolute discretion, exclude, suspend or expel Attendees from participation in Holiday Program.
- 6.2 **Supervision of children:** You acknowledge and agree that:
- the toilets and change rooms used by Attendees may be accessible to members of the public; and
 - while La Trobe Sport will provide supervision of Attendees within its facilities, except in exceptional circumstances, it will not supervise or assist any Attendee in a change room or toilet.
- 7. YOUR CONDUCT**
- 7.1 **Rules:** LTU may display rules and conditions about entry and use of facilities and services at the premises, on the equipment, or in the description of the relevant services provided to you (**Rules**). These Rules form part of these Terms and you agree to follow those Rules at all times when using those facilities or services. You also agree to follow any reasonable direction of LTU staff on any health, safety, security or related matters.
- 7.2 **Attire:** You agree to wear appropriate sporting attire, including appropriate sportswear, swimwear and non-marking footwear (as relevant), when using our facilities.
- 7.3 **Safe use:** You agree to take care to use our facilities and services safely and properly, and to ask our staff if unsure. LTU may require orientation or training to familiarise you with certain facilities or services before use. We will use reasonable endeavours to ensure all equipment is safe for use and you agree to check your equipment before use and report any safety concerns to us.
- 7.4 **Proper conduct:** You agree to respect our staff and others at all times and not to behave in an inappropriate, disruptive, harassing, threatening or offensive manner or in any manner that may cause harm or injury. You agree that we may eject any Attendees or suspend or terminate your access at any time for such behaviour.
- 7.5 **Your property:** You are responsible for keeping your property secure and must not leave your valuables unattended. We accept no responsibility for lost or stolen items. Please enquire with staff about availability of lockers.
- 7.6 **Alcohol & drugs:** You must not enter or use our facilities or services under the influence of alcohol, illicit or in the case of equipment users, any performance enhancing drugs and/or medications that state strenuous activity is to be avoided on its warning label.
- 7.7 **Smoking:** Smoking is not permitted in or around LTU facilities. The closest designated smoking area is in car park 2A (Sports Park) or car park 6 (Sports Centre) of LTU.
- 7.8 **Commercial activity:** You must not solicit business on our premises for financial gain, including any personal training, swimming instructing/coaching, medical/dietary advice or other business, without the prior written consent of LTU.
- 8. MEDICAL CONDITIONS**
- 8.1 You agree to notify La Trobe Sport of any medical conditions that may impact the safety of any Attendees prior to Holiday Program.
- 8.2 You agree that in the event of urgent accident, illness, injury or trauma to an Attendee, you authorise La Trobe Sport staff to seek emergency medical treatment for that Attendee from a registered medical practitioner, hospital, or ambulance, and further agree to indemnify LTU and its employees against any costs or fees incurred by LTU in La Trobe Sport seeking such emergency medical treatment.
- 8.3 For any medical conditions of an Attendee such as asthma, allergies and anaphylaxis, La Trobe Sport requires you to complete a Medical Action Plan in respect of that Attendee with a current-coloured photo. The Medical Action Plan can be downloaded from LTU's website (accessible on LTU's website at: <https://www.latrobe.edu.au/sport/community-programs/school-holiday-programs>) and must be completed and submitted to La Trobe Sport staff upon that Attendee's first arrival to Holiday Program. You agree that LTU staff may administer medication to an Attendee in accordance with any Medical Action Plan submitted by or on behalf of that Attendee.
- 8.4 If an Attendee requires medication to be administered during Holiday Program, a completed Medical Administration Form and any corresponding medication must be submitted to La Trobe Sport Staff upon that Attendee's first arrival to Holiday Program. All such medication should be clearly labelled in a zip lock bag and not left in the Attendee's possession. You agree that LTU staff may administer medication to an Attendee in accordance with any Medical Administration Form submitted by or on behalf of that Attendee.
- 8.5 Where an Attendee has behavioural challenges or conditions, the details of such challenges or conditions must be communicated to La Trobe Sport staff prior to that Attendee's participation in Holiday Program, and where required by La Trobe Sport, a Behaviour Management Plan must be completed by or on behalf of that Attendee and submitted to La Trobe Sport staff upon that Attendee's first arrival to Holiday Program.
- 9. LTU'S LIABILITY**
- 9.1 While every attempt is made by LTU to ensure the facilities and services LTU provides to you in connection with Holiday Program are safe, Attendees acknowledge that there may be physical risks involved with undertaking exercise and strenuous physical activities and Attendees agree to accept those risks in attending and participating in Holiday Program.
- 9.2 Under the Australian Consumer Law, set out at Schedule 2 of the *Competition and Consumer Act 2010 (Cth) (ACL)*, LTU guarantees certain services it provides you in connection with Holiday Program are provided with due care and skill, are reasonably fit for purpose and are supplied in a reasonable time (**Guarantees**). However, we ask you to accept some limitations to our liability arising from our failure to comply with Guarantees in providing you services in connection with Holiday Program. Accordingly, you agree, to the extent allowed by section 139A of the *Competition and Consumer Act 2010 (CCA)* to exclude, or otherwise to the maximum extent permissible, restrict, LTU's liability to you for death or physical or mental injury to any Attendee (including the aggravation, acceleration or recurrence of such an injury of any Attendee) resulting from LTU's failure to comply with any Guarantees. This exclusion and/or restriction **does not apply** if an Attendee's death or physical or mental injury is caused by LTU's *reckless conduct* as defined in section 139A(5) the CCA.
- 9.3 The Terms do not exclude, restrict or modify any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in the Terms, all implied terms, conditions, warranties, guarantees, rights and remedies that can be lawfully excluded are excluded. In particular, but subject to clause 9.2, LTU is not liable for death or injury caused by its negligence or breach of implied terms that services provided by LTU in connection with Holiday Program will be provided with

- reasonable care and skill at common law; this does **not** exclude LTU's liability for reckless conduct.
- 9.4 Without limiting clauses 9.2 and 9.3, LTU does not accept any responsibility or liability to you in connection with your use of Eventbrite for Holiday Program purposes, including in respect of any unavailability of Eventbrite. To the extent permitted by law, LTU disclaims all liability to you in connection with your use of Eventbrite.
- 10. CARE & CLEANLINESS**
- 10.1 **Care of facilities:** You agree to take proper care when attending and using our facilities and not to damage our facilities and equipment. You agree you will be liable to reimburse LTU for any damage to our facilities or equipment due to any deliberate, reckless or negligent use or misuse of facilities by Holiday Program Attendees or failure to follow our directions regarding their use. Please report any malfunctioning equipment or facility maintenance concerns to La Trobe Sport staff.
- 10.2 **Cleaning & rubbish:** Rubbish must be placed in the bins provided. After Holiday Program you must tidy and restore the facilities to their original condition. Excess rubbish beyond a reasonable amount must be removed and disposed of appropriately. LTU reserves the right to charge you for any excess removal or additional cleaning required due to your failure to meet reasonable cleanliness standards.
- 10.3 **Property:** Property left behind after Holiday Program may be disposed of by LTU at its discretion. LTU may attempt to contact you in connection with any valuable items or deposit in its 'lost & found' repository.
- 11. PHOTOGRAPHY & RECORDING**
- 11.1 Security surveillance footage is recorded throughout LTU facilities and, for access and security purposes, LTU may take and store photographs of Attendees in accordance with LTU's Privacy Policy (see clause 12).
- 11.2 Attendees may only take photos or recordings under the direction of La Trobe Sport staff and with consent of any subjects. Photos or recordings are only permitted during the dry (non-aquatic) components of Holiday Program.
- 11.3 Recording devices are not permitted in changing rooms.
- 11.4 It is your responsibility to discuss photos or recordings of Attendees under 18 years of age with those Attendees' parent(s) or guardian(s) (as applicable). If any Attendee requests not to be photographed or recorded, this must be communicated with LTU staff prior to the commencement of your participation in Holiday Program, otherwise Attendees' consent is assumed.
- 11.5 Where your prior consent is obtained via the Registration Form, La Trobe Sport may take photographs and videos of Attendees for the primary purpose of LTU's marketing, including dissemination of such photographs and videos on its social media channels. It is the responsibility of each Attendee (including by way of that Attendee's parent(s) or guardian(s) where applicable) to notify La Trobe Sport Staff prior to commencement of Holiday Program should that Attendee not consent to: (a) La Trobe Sport's photography and/or videography of them; or (b) such photographs or videos being used and disseminated for the purpose of LTU's marketing.
- 12. PRIVACY**
- 12.1 We require you to provide us with certain personal and health information in order to use LTU's facilities and services, including the details required to be provided by you in the Registration Form, and other such information as may be required for the Holiday Program.
- 12.2 LTU handles personal and health information in accordance with its privacy policies available at: www.latrobe.edu.au/privacy.
- 12.3 You consent to LTU (or a third party authorised by LTU, including any third-party hosting or other service providers engaged by LTU), using any personal and health information supplied by or on your behalf to LTU (including via the Registration Form), for the primary purpose of administering and supplying the La Trobe Sport facilities or services to you in connection with Holiday Program.
- 13. CHANGE, SUSPENSION OR TERMINATION BY LTU**
- 13.1 **Outdoor activity:** For safety, outdoor activities will not be held in poor weather conditions and LTU may transfer any activities indoor.
- 13.2 **Suspension or closure:** LTU may on occasion need to close or suspend parts of its facilities or services, including for adverse weather conditions, reasons of health, safety or security, to conduct improvements or works, or to comply with laws or government requirements. LTU will try to inform you in a timely manner of any changes to the affected facilities or services and any impact on your access to such facilities or services or Holiday Program.
- 13.3 If LTU requires closure or a significant change to Holiday Program it will inform you with reasonable notice in the circumstances and attempt where possible to reschedule your participation in Holiday Program. If rescheduling is not possible or agreed, either you or we may cancel your participation in Holiday Program upon written notice to the other; if so, LTU will refund your payments to LTU for the Holiday Program. You agree this will be LTU's sole liability arising from Holiday Program or cancellation and LTU will not be liable for any further or third-party costs.
- 13.4 **Changes to terms:** LTU may from time to time make changes to these Terms (including these terms, our Rules and any operating hours, programs, services and fees), including to comply with a law or direction of a government authority. We will try to do so fairly and by notifying you and giving you a chance to review and cancel your participation in Holiday Program if the change adversely affects you and you do not agree to it.
- 14. CHILD SAFETY**
- 14.1 LTU is committed to ensuring the safety of children and young people and has implemented policies and procedures in accordance with Victorian Child Safe Standards. For more information and a copy of our policies, please visit our website at: www.latrobe.edu.au/statements/child-safety.
- 14.2 You acknowledge and agree that La Trobe Staff will not assist with any toileting or change room support of any Attendee, and that Attendees will use toilets that are accessible to members of the public.
- 15. GENERAL**
- 15.1 **Contact:** If you have any questions or concerns about La Trobe Sport facilities or services please feel free to raise this with a member of La Trobe Sport's onsite staff. For notices under the Terms, or for any other information, feedback complaints or communications, please contact La Trobe Sport by email at: programs@latrobe.edu.au.
- 15.2 **Other legal:** You agree that LTU has not made any representations or promises that you have relied on that are not in the Terms.
- 15.3 If LTU does not enforce its rights under the Terms at any time, it does not mean that it may not do so in future.
- 15.4 If a court decides that any part of the Terms is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of the Terms.
- 15.5 The laws of Victoria, Australia apply to the Terms.