

LA TROBE SPORT – BIRTHDAY PARTY EVENTS

Terms and Conditions

1. TERMS

- 1.1 La Trobe University's sport and health and fitness facilities and services, including La Trobe Sport birthday party events, are provided by La Trobe University, ABN 64 804 735 113 (**LTU** or **us** or **we** or **our**), through La Trobe Sport.
- 1.2 **Your application:** To apply for a La Trobe Sport birthday party event (as described on LTU's website at: www.latrobe.edu.au/sport/community-programs/birthday-parties) (**Event**), applicants must contact La Trobe Sport by ringing (03) 9479 2973.
- 1.3 **Confirming your birthday party:** If the applicant's designated Event date and time is available, to secure the Event booking, the applicant must pay LTU a non-refundable \$100.00 deposit (including GST) via debit or credit card payment facilitated by La Trobe Sport over the phone through its EFTPOS facility (**Deposit**).
- 1.4 By paying the Deposit, you (**you** or **your**) agree to these terms. Upon acceptance of your Event application and confirmation by LTU, these terms, together with the *La Trobe Sport Birthday Party Event Booking Form* completed by you or on your behalf of La Trobe Sport (**Booking Form**) (collectively, the **Terms**), form an agreement between you and LTU in respect of the Event.
- 1.5 At least 7 days prior to your Event date, you must submit to La Trobe Sport information regarding the Event by emailing scbirthdays@latrobe.edu.au. This information must include, where not already provided in the Booking Form:
 - (a) your personal, contact and emergency details
 - (b) Event details, party size and package selection; and
 - (c) allergy, dietary, medical & behavioural requirements of Event guests.

You must promptly notify La Trobe Sport of any changes to this information, and in any case no later **at least 7 days prior** to your Event, by emailing scbirthdays@latrobe.edu.au.

- 1.6 **Your responsibility for attendees:** You accept responsibility for all guests attending the Event, including all attendees, invitees, accompanying 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 the Event 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 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 **Balance:** After payment of the Deposit, the balance of payment for the Event depends on your chosen package size (as set out on LTU's birthday party website linked in clause 1.2). The balance of payment must be paid to LTU at least 7 days prior to the Event via debit or credit card payment facilitated by La Trobe Sport over the phone through its EFTPOS facility. LTU may cancel the Event if such payment is not received, and you will not be refunded the Deposit.
- 2.2 **Cancellation by you:** You may cancel the Event by notifying LTU prior to the Event date in writing to: scbirthdays@latrobe.edu.au. If the Event is cancelled more than 7 days prior to the Event Date other than in accordance with clause 1.7, LTU will retain the Deposit and repay the balance of payments made by you. If the Event is cancelled less than 7 days prior to the Event Date, LTU will retain the Deposit and may,

acting reasonably where it will suffer loss and damage as a result of the cancellation, proportionately retain any other payment (or part(s)) thereof) made by you to LTU in connection with the Event.

- 2.3 **Rescheduling by you:** You may request rescheduling of the Event by notifying LTU prior to the Event date in writing to: scbirthdays@latrobe.edu.au. LTU will accommodate such requests where possible, subject to availability of facilities and staff. LTU may acting reasonably decline such requests where notice is received less than 7 days prior to the Event date, including due to unavailability of LTU staff or facilities. If the Event cannot reasonably be rescheduled, LTU may in its discretion cancel the Event and will refund payments paid, minus the Deposit.
 - 2.4 **Outside access:** Attendees wishing to access paid La Trobe Sport facilities outside allocated Event times will need to pay standard LTU entry fees.
- ### 3. AQUATIC ACTIVITIES
- 3.1 **Notification by you:** If the Event involves swimming or any aquatic activity, prior to the Event, 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.
 - 3.2 **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.
 - 3.3 The *La Trobe Indoor Sport Centre Pool* is a 'Watch Around Water' accredited facility. Accordingly, La Trobe Sport requires Attendees to adhere to the requirements outlined in the corresponding policy found via the following link: <https://lsv.com.au/aquatic-industry-services/watch-around-water> (**Policy**). In respect of any Attendees aged 5 years or under, compliance with the Policy includes the requirement for a parent/guardian of that Attendee aged 16 and over to be present in the water with that Attendee.
 - 3.4 **Kayaking:** Only Attendees aged 10 years and above may participate in kayaking, subject to those Attendees having been assessed as capable swimmers that are able to safely undertake kayaking, as determined by LTU staff in their absolute discretion.
- ### 4. FOOD, BEVERAGE & ALCOHOL
- 4.1 Attendees are only permitted to bring to the Event cold, ready-to-eat food and beverages that do not require any refrigeration or preparation. Attendees' access to LTU's kitchen facilities is not permitted (unless expressly authorised by LTU staff).
 - 4.2 LTU does not accept liability in connection with any food or beverage brought to the Event by any Attendee.
 - 4.3 Alcohol is not permitted at the Event or on any LTU premises at which the Event is hosted.
- ### 5. SAFETY & SUPERVISION
- 5.1 **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 the Event.

5.2 Supervision of children: Attendees under the age of 18 years must be supervised by responsible adults (**supervisors**). Supervisors must accompany children in their care at all times, including supervision in change rooms, and in this case supervisors must be of corresponding gender.

6. MEDICAL CONDITIONS & RESPONSIBILITY FOR ATTENDEES

6.1 You agree to notify La Trobe Sport of any medical conditions that may impact the safety of any Attendees prior to the Event, and you take all responsibility to manage such conditions, including administration of associated medications and action plans.

6.2 Notwithstanding clause 1.5, you agree to take all responsibility for managing any allergy, dietary and behavioural requirements of Attendees.

6.3 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.

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. Applicable designated smoking areas are accessible on LTU's website at: <https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.

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. LTU'S LIABILITY

8.1 While every attempt is made by LTU to ensure the facilities and services LTU provides to you in connection with the Event 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 the Event.

8.2 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 the Event 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 the Event. 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.

8.3 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 8.2, 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 the Event will be provided with reasonable care and skill at common law; this does **not** exclude LTU's liability for reckless conduct.

9. CARE & CLEANLINESS

9.1 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 Event Attendees or failure to follow our directions regarding their use. Please report any malfunctioning equipment or facility maintenance concerns to La Trobe Sport staff.

9.2 Cleaning & rubbish: Rubbish must be placed in the bins provided. After the Event 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.

9.3 Property: Property left behind after the Event may be disposed of by LTU at its discretion. LTU may attempt to contact you in connection with any valuable items or deposited in its 'lost & found' repository.

10. PHOTOGRAPHY & RECORDING

10.1 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 11).

10.2 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 the Event.

10.3 Recording devices are not permitted in changing rooms.

10.4 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 the Event, otherwise Attendees' consent is assumed.
- 10.5** Where your prior consent has been obtained, 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 the Event 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.
- 11. PRIVACY**
- 11.1** We require you to provide us with certain personal and health information in order to register for and use LTU's facilities and services, including the details provided by you in the Booking Form, and other such information as may be required for the Event.
- 11.2** LTU handles personal information and health information in accordance with its privacy policies available at: www.latrobe.edu.au/privacy.
- 11.3** You consent to LTU (or a third party authorised by LTU, including any third-party hosting or other service provider engaged by LTU), using any personal and health information supplied by or on your behalf to LTU, for the primary purpose of administering and supplying La Trobe Sport facilities or services to you in connection with the Event.
- 12. CHANGE, SUSPENSION OR TERMINATION BY LTU**
- 12.1 Outdoor activity:** For safety, outdoor activities will not be held in poor weather conditions and LTU may transfer any activities indoor.
- 12.2 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 the Event.
- 12.3** If LTU requires closure or a significant change to the Event it will inform you with reasonable notice in the circumstances and attempt where possible to reschedule the Event. If rescheduling is not possible or agreed, either you or we may cancel the Event upon written notice to the other; if so, LTU will refund your payments to LTU for the Event. You agree this will be LTU's sole liability arising from the Event change or cancellation and LTU will not be liable for any further or third-party costs.
- 12.4 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 Event if the change adversely affects you and you do not agree to it.
- 13. CHILD SAFETY**
- 13.1** 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.
- 13.2** 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.
- 14. GENERAL**
- 14.1 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: scbirthdays@latrobe.edu.au.
- 14.2 Other legal:** You agree that LTU has not made any representations or promises that you have relied on that are not in the Terms.
- 14.3** 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.
- 14.4** 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.
- 14.5** The laws of Victoria, Australia apply to the Terms.