

AQUACARD TERMS AND CONDITIONS

VENUESWEST

In these terms and conditions, "Aquacard" means a VenuesWest aquatic membership card; "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.

AQUACARD ENTITLEMENT

On payment of the required membership, I acknowledge that I will be bound by the terms and conditions of the membership set out and referred to in this document. As a member, I understand that I am entitled to use the facilities only during the times as set out in my membership type and only for the term of this membership.

AQUACARD COOLING OFF PERIOD

I understand that I have a 48 hour cooling off period (as per the Fitness Industry Code of Practice Regulations 2010) after signing this agreement. This agreement can be terminated without reason within this 48 hour period by written notice to reception via email to reception.hbfarena@venueswest.wa.gov.au (for HBF Arena) or reception.hbfstadium@venueswest.wa.gov.au (for HBF Stadium), where I will be refunded my initial investment less administration costs. After this period I acknowledge that I am not eligible for a refund.

AQUACARD VALIDITY

All Aquacards expire 12 months from the date of purchase. Aquacards are valid at HBF Arena and HBF Stadium.

TRANSFER OF AQUACARD

Current members may request a transfer of their Aquacard by completing an Amendment to Aquacard Membership form, available at reception, and inputting the unique number, as advised by reception, via the Portal. Transfers are at the absolute discretion of VenuesWest management.

USE OF AQUACARD

Aquacards cannot be used by any person other than the person entitled.

Aquacards are not to be used casually by another person nor are two (2) or more people able to purchase and use one (1) card between them.

On entering a VenuesWest venue, please present your Aquacard to reception staff for your visit to be recorded. A fee of \$5 will be charged to replace any lost Aquacards.

SHORT COURSE MODE

VenuesWest reserves the right to change pools from long course (50m) to short course (2 x 25m) as it sees fit. Short course mode is often in effect in one (1) to two (2) pools from May to September, however this is subject to change.

VENUE OPENING HOURS

Aquacard members are able to attend the venue and the pools at any time during hours of operation, as advertised on the HBF Arena and HBF Stadium websites. Hours of operation are subject to change.

MEMBERSHIP TERMS AND CONDITIONS CHANGES

Terms and Conditions may vary between are subject to management approval.

ALLERGIES AND MEDICAL CONDITIONS

VenuesWest must be informed of all allergies and medical conditions, if any, via the Portal upon creating your profile and upon purchase of an Aquacard membership.

If you have a medical management plan (severe asthma or anaphylaxis reaction), a copy must be provided to VenuesWest staff.

Any changes to your medical conditions during the term of your membership must be made to your profile, via the Portal, as soon as practicable after the changes occur.

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.

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, maintenance, insufficient bookings etc. VenuesWest will notify you of any change to service.

HBF MEMBER DISCOUNT

All current HBF Health Insurance members are entitled to apply for an HBF member discount at the time of enrolment.

Details of the discounts available and eligibility requirements can be found at

HBF Arena: hbfarena.com.au/hbf-momentum-member-benefits; or

HBF Stadium: hbfstadium.com.au/hbf-momentum-member-benefits.

HBF Health Insurance members must tick the box in the enrolment form and provide their HBF membership details via the Portal for VenuesWest to verify eligibility for the HBF member discount.

Please note we are unable to apply the HBF discount once the enrolment has been processed.

FREE STRUCTURE

VenuesWest reserves the right to annually review and implement new fees.

REGISTRATION FEE

A family registration fee of \$10.00 will apply to all registrations including families re-registering following a cancellation of swimming lessons.

CONDITIONS OF ENTRY POLICY

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

MINIMUM AGE

If using the aquatic facilities children under the age of 10 years must be accompanied and closely supervised by a guardian (over 16 years) at all times. Children under the age of 6 years must be within arm's reach of a supervising adult (over 16 years) at all times.

SWIMMING ATTIRE

Pool users are required to wear standard and appropriate swimwear when utilising the pools. Clothing other than conventional swimwear is not permitted.

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 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.

PHOTOGRAPHY & 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.

POOL ACCESS

VenuesWest reserves the right to restrict or allocate specific public and squad swimming lanes as required.

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.

TRAINING ETIQUETTE

A member shall not possess any greater right to access lanes or classes than a casual user. A first come rule applies to all classes where the numbers exceed maximum levels.

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 training etiquette, failure to comply with VenuesWest's Conditions of Entry, failure to comply with terms and conditions of this Aquacard membership, or any reason that VenuesWest deems appropriate.

COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of VenuesWest, I may receive communications and marketing materials from VenuesWest.

With the exception of members who have applied for the HBF member discount, VenuesWest will not distribute any personal details to any third party without prior permission. Members who have applied for the HBF member discount understand and consent to their membership information being provided to HBF to verify eligibility for the discounts and consent to receiving any relevant HBF promotional material in accordance with their Privacy policy and the HBF Collection Statement which are available on the HBF website hbf.com.au.

Our privacy statement is available at venueswest.wa.gov.au/privacy.

DISCLAIMER

Patrons voluntarily assume all risk of all damage and loss (including property damage, patron 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 omissions of other patrons or employees, agents, licensees or hirers of VenuesWest or any other person or thing being present at the venue.

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.

TOWELS

All pool users should provide their own towel when utilising the pools. Towels are not available for hire.

FOOD AND BEVERAGE

Food and beverage (except water and sports drinks) should only be consumed in designated areas throughout the venue. Commercial fast food, alcohol and glass containers are not permitted in the venue.

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.

LOCKERS

A limited number of coin operated lockers are available within the aquatic facilities. VenuesWest highly recommends all patrons keep their valuables in lockers when visiting the venue. VenuesWest takes no responsibility for belongings and valuables, whether placed in lockers or not.

WET AND DRY AREAS

All patrons are requested to shower before entering the swimming pool. We request that patrons dry themselves after pool use and before entering any other areas of the venue.

PRIVATE BUSINESS

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

INTERPRETATION OF RULES

Should any interpretation on construction of these terms and conditions 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.

RELEASE AND INDEMNITY

I hereby declare that all particulars and details I have provided to VenuesWest are true and correct. I warrant that I am in a good state of health, fitness and physical condition and that there is no medical reason or other reason whatsoever that could be regarded as a restriction upon or an impediment to my membership or use of aquatic facilities. 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 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.

If any child of mine or who is under my care and control shall be at the premises of VenuesWest or its surrounds and that child suffers death, illness or injury or loss of or damage to property then I shall indemnify VenuesWest against any and all claims, demands, action made or brought against VenuesWest by or on behalf of the said child in respect of any such death, illness, injury, loss or damage.

Furthermore, I hereby indemnify VenuesWest and all officers, employees, agents and volunteers thereof from and against all loss, damage, liability and claims incurred or sustained by any of them on account of me breaching these Terms and Conditions.