

# CRÈCHE 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; "Parent/guardian" means the legal guardian responsible for a child or children who attend or may attend; and "Portal" means VenuesWest's online members booking portal.

VenuesWest provides two child-minding services for patrons whilst they are attending programmes within the venue Arena Joondalup. The creche accommodates children from 8 weeks to 5 years of age (inclusive) and extends to children up to 9 years of age on Saturday mornings (only) and throughout the school holidays. A child-minding service is available during the school holidays and accommodates children from 6 years of age to 9 years of age (inclusive).

These services are not licensed childcare services and therefore are not subject to the licensing requirements of the *Education and Care Services National Law (WA) Act 2012*.

## CONDITIONS OF ENTRY POLICY

All patrons must abide by VenuesWest's Conditions of Entry, available online at [venueswest.wa.gov.au/conditions-of-entry](http://venueswest.wa.gov.au/conditions-of-entry) or at reception on request.

## PASSES AND SIGN IN

Passes are non-refundable and are valid for one year from the date of purchase. 10 visit passes are allocated per child.

Parents/guardians must record the child/ren on the sign-in registration form prior to entering the child-minding services.

Parent/guardians are required to record their location within the venue on the sign-in registration form.

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

## AUTHORISATIONS

Children will only be released to the Parent/guardian who signed them in. Should you wish for someone other than the nominated person(s) to collect your child, please notify VenuesWest staff prior to the sign in or sign out time. VenuesWest staff may request valid photo identification from the person authorised to collect the child from the Parent/guardian.

## SESSION TIMES

Please note session times are strictly limited according to the pass purchased.

Please ensure you collect your child or children within the allocated session time.

No refunds are given if a child is collected before a session time is completed.

Cancellations can be completed via the portal up to one hour before a session time begins and the pass will return to the child's profile.

Opening hours, as advertised on the Arena Joondalup website, are to be observed carefully.

## PARENT/GUARDIAN RESPONSIBILITIES

The Parent/guardian responsible for the child/ren attending the child-minding services must:

- update all profiles as necessary to ensure emergency contact details, health conditions, and addresses are correct;
- always remain within the boundaries of Arena Joondalup and within reasonable proximity whilst their child or children is in the child minding services;
- be available to attend to their child or children's immediate physical needs, such as feeding, changing nappies or comforting, when requested by VenuesWest staff;
- return to the services immediately should they be requested by VenuesWest staff; and
- ensure their child or children has adequate sunscreen applied before entering the child-minding services.

## 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. If your child has a medical management plan (severe asthma or anaphylaxis reaction), a copy must be provided to VenuesWest staff.

Parents/guardians must ensure that children have on them, or within their personal items all required medication in accordance with their disclosed medical conditions, including but not limited to, EpiPens and Ventolin puffers. However, VenuesWest staff are not permitted to apply topical creams or administer medications outside of life threatening conditions.

Any changes to a child's medical conditions must be made to the child's profile, via the Portal and reported to VenuesWest staff, as soon as practicable after the changes occur.

As a protection for all children and staff, children with infectious diseases will be prohibited from entering the child-minding services. Parents/guardians are to notify VenuesWest staff if their child has been diagnosed with a contagious illness (e.g. chickenpox, hand food and mouth). The child-minding services has the right to request a doctors certificate before the child is allowed to return. Parents/guardians acknowledge that in the event of a severe incident or illness, VenuesWest staff will take reasonable steps to address child's needs, including seeking medical attention.

Please observe the following severity ratings when enrolling via the Portal, please tick the appropriate box in the enrolment process.

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

Moderate: Non-life-threatening reaction/condition requiring medication. Please contact the VenuesWest staff prior to enrolling so we can discuss your child's requirements.

Severe: Life threatening reaction/condition requiring medication. Please contact the VenuesWest staff prior to enrolling so we can discuss your child's requirements.

## WHAT TO BRING

- An adequate amount of nappies, pull ups and wipes.
- A Pram (if child is less than 2 years old).
- A spare change of clothes in the child's bag.
- Children must be fed prior to attending the child minding services, however, are allowed to bring fresh/dried fruit and vegetables only as a snack in a clearly marked container or bag prepared for safe consumption. Babies can have rusks, bottles fruit/pouches and fruit sticks. For the avoidance of doubt, no nuts and nut products can be supplied to children when attending the child-minding services.
- A drink bottle.
- A hat and sunscreen to be allowed to play outdoors. For the avoidance of doubt, sunscreen can be provided by VenuesWest staff, however, Parents/guardians remain responsible for the application of sunscreen while attending the child-minding services.

## LABELLING BELONGINGS

All personal belongings must be clearly labelled. VenuesWest assumes no responsibility for the loss or damage of any personal items brought by Parent/guardians or children to the child-minding services.

## LOST PROPERTY

If not claimed within two weeks all lost property will be donated to charity. Please note that VenuesWest take no responsibility and bares no liability (in negligence or howsoever) for any lost or stolen items whilst members are in, on or using our facilities.

## CHANGE OF DETAILS

Any change of details a member needs to make to their personal contact details or their child's details should be made via the Portal, if required, assistance can be provided from a VenuesWest staff member.

## 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.

## RIGHT OF ADMISSION

VenuesWest reserves the right to refuse admission to any person or to cancel any enrolment 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.

## COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of VenuesWest, I may receive communications and marketing materials from VenuesWest. VenuesWest will not distribute any personal details to any third party without prior permission.

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

## 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 omissions of other patrons or employees, agents, licensees.

## TICKET GIVEAWAYS

VenuesWest patrons 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.

## 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 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.