# **Melville Water Polo Club Class Terms**

# **Terms & Conditions - General**

- 1. Melville Water Polo Club Inc, Western Australian Water Polo Association and Australian Water Polo Inc Rules and Policies, and Government mandated requirements to operate the venue are applicable to all Members, Participants, and Guests of the Melville Water Polo Club Inc..
- 2. Membership and/or Program applicants under the age of 18 must be signed or registered by a parent or guardian. The parent or guardian is the Responsible Party for the membership/program.
- 3. In applying, the Responsible Party acknowledge that the Club (whether by its proprietor, manager, employees, agents or servants) shall not be liable for any loss, damage or injury suffered or occasioned by you, Participants, or Guests as a consequence of entry upon the premises and/or use of any of the facilities, equipment or programs within the premises.
- 4. Credits and refunds for missed lessons or programs The Club does not offer make up lessons or programs for missed classes. The Club will, on request, review individual cases on merit. Refunds, if granted, incur a \$30 administration fee
- 5. Membership/Swim cards are not transferable and are only to be used by the person on the membership/swim pass. If you visit the facilities without a valid card, photographic identification will be required upon entry. Entry will be denied without photographic identification.
- 6. If you lose or damage your card, we will replace it at a cost of \$5.
- 7. The information and details listed and provided in the membership application, agreement or enrolment form are deemed to be part of the Terms and Conditions.
- 8. The Club reserves the right to alter or update membership Terms and Conditions at any time and without notice.
- 9. In making this application, you declare that you are medically and physically fit and able to participate in any activities. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify the Club in writing through of any change to your medical condition, fitness and ability to participate.
- 10. Privacy Statement Please refer to the Privacy Statement on the Club website (as updated) for our latest privacy statement: http://www.melvillewaterpolo.com.au/view/about/privacy-policy-2014
- 11. Use of image: You consent to the Club, using your name, image, likeness and also your performance in or of any activity at any time to promote the Objects of the Club, by any form of media. You waive any rights you might have to or in such use of your name, image or likeness by the Club.
- 12. All players, participants. parents and guardians are required to adhere to the Melville Water Polo Club's Code of Conduct. This can be found on the Melville Water Polo Club's website. The Melville Water Polo Club prides itself on the environment it creates for players, parents and spectators alike. Maintaining that environment relies on each player, spectator, coach and manager behaving in a way that, always, reflects the culture of the Club and our values of enjoyment, participation and respect.

- 13. You warrant that all information provided is true and correct. You acknowledge that this declaration cannot be amended. If you do amend it your application will be null and void and cannot be accepted by the Club.
- 14. You have read, understood, acknowledge and agree to the above declarations and completed terms and conditions including the warning, exclusion of liability, release & indemnity. You acknowledge that if your application for membership is successful you will be entitled to all benefits, advantages, privileges and services of nominated Melville Water Polo Club membership.
- 15. All program and membership queries are to be directed to the Club via email, Office@melvillewaterpolo.com.au, or phone, 9319 2367.

# Terms and Conditions - Pool and Programs

#### **SWIM ENTRY**

- 1. Swim entry passes can be purchased in advance and are valid for a maximum of 12 month from the date of purchase. Swim passes can be redeemed by attendance at the pool. Coaching services can be redeemed by attendance at the pool.
- 2. The Club reserves the right to alter daily operating hours, programs and services at any time.
- 3. Not all services provided within the Club are covered by this agreement, for a list of services provided and additional costs please ask our staff or see our website.

# MWPC PROGRAMS (includes FlippaBall, PoloSwim, PoloSkills, Holiday Camps, Fremantle Academy and Swim Squads)

- 1. All enrolments for the MWPC 'Programs' and activities are to be completed via the Melville Water Polo Club website or office. No over the phone bookings or bookings made in person via the kiosk will be accepted.
- 2. It is the responsibility of the parents and guardians to ensure that all registration details are correct and up to date including contact name, email address, address, postal address and contact phone numbers.
- 3. Bookings are for the entire specialist program / season, no partial attendance of the program/ season will be allowed or accommodated.
- 4. The Club reserves the right to cap the number of enrolments in 'Programs' based on pool facility availability and capability.
- 5. Minimum Numbers. The club reserves the right to cancel classes/sessions/camps if a minimum number of enrolments are not received for a program. The minimum number of enrolments is determined by the club. A refund will be given for enrolments cancelled by the club. An email will be sent to members regarding cancellations. Offers of other suitable classes/camps on different days or times may be given where

suitable.

- 6. With respect to the Fremantle Water Polo Academy Program, enrolments are on an invitation basis as identified by the MWPC junior coaches / coaching committee, regarding the focus of the Academy at any time.
- 7. Full payment of enrolment is to be received before the athlete / participant can be included on any team or participate in any 'program.
- 8. Please ensure your child can commit fully to the requirements of the program before registering and completing payment to secure your place in the program.
- 9. For activities such as Polo Swim; Polo Skills and Fremantle Academy, attendees should present to the coach / coordinator at each session to have their name marked as attended. A register of attendance will be kept for all sessions.
- 10. No refunds will be given for changes of mind for any program. Please ensure the players are aware of the program requirements and minimum enrolment requirements before registering.
- 11. Any refund processed will incur a \$30 administration fee and will be granted only for significant medical grounds (i.e. an injury that requires the player to be sidelined for the remainder of the term program (refund amount to be determined by MWPC). Refunds will take up to 14 days to be processed.
- 12. Missed classes due to illness or injury. Enrolment in a Program includes payment for the full program or season. No refunds or credits will be given for missed classes or sessions due to illness or injury if these occur during the program. The only exception to this is for significant injury which precludes the child from continuing in the program (i.e. season ending injury) upon provision of supporting medical certificate.
- 13. Cancellation. Programs and activities may be cancelled by the MWPC due to dangerous weather conditions (i.e. lightning) or due to unforeseen event or circumstances in staffing or water quality. Management will endeavour to contact attendees on a timely basis to notify of cancellation however this cannot be guaranteed depending on the nature of the cancellation. Make-up sessions or credits will not be provided unless at the discretion of management and where practicable.
- 14. Pool Closure. Melville Water Polo Club has the right to close the pool due to safety issues related to a weather event or a water quality or unforeseen staffing issue.
- 15. Management reserves the right to request the use of the facility, should it be required for special purpose or one-off events.
- 16. Any queries regarding payments, refunds or direct deposits are to be emailed to accounts@melvillewaterpoloclub.com.au. The accounts department is usually staffed on a Wednesday and Saturday and responses will be sent as soon as practicable, however please note that delays in responding may happen during peak registration times and during busy periods.
- 17.Players, parents and guardians are required to adhere to the Melville Water Polo Club's Code of Conduct. This can be found on the Melville Water Polo Club's website. The Melville Water Polo Club prides itself on the environment it creates for players, parents and spectators alike. Maintaining that environment relies on each player, spectator, coach and manager behaving in a way that, always, reflects the culture of the Club and our values of enjoyment, participation and respect.

- 18. Siblings, parents / guardians are not authorised to utilise access the pool or other areas of the facility without permission during the program activity. It is at the discretion of MWPC if people outside the program can utilise the facility and the applicable pool entry fee (pool and thermal pool) will be applicable.
- 19. Supervision. At all times a responsible adult such as a parent / guardian MUST always supervise any participant / siblings under the age of 12 years of age, unless the participant is in direct care of their coach / instructor.
- 18. All Program related Terms and Conditions work in conjunction with the General Melville Water Polo Club Terms and Conditions.
- 19. Terms of Conditions and guidelines may be changed by management without notice. Management reserves the right to make decisions on anything not specifically covered in the abovementioned terms and conditions.

# **Credit Card Terms & Conditions**

# **Terms & Conditions**

- 1. If an automatic direct debit arrangement is in place, membership or program fees will continue to be debited from your credit card or account until you cancel the arrangement with the Club.
- 2. If a direct debit is returned unpaid by the financial institution, you will be responsible for payment of the debit plus any return fees and administrative/dishonor fees costs incurred by the Club.
- 3. No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit.
- 4. Payments of invoices by credit card, will incur a surcharge as stated on the applicable invoice.