

Terms and Conditions

1. Active Kids Holiday Program is a multi-sport and activities holiday program for children aged between 4 and 12 years of age run by Murdoch University (Murdoch or University) of 90 South Street, Murdoch, Western Australia.
2. Children must have enrolled in at least one full term of kindergarten or higher to be eligible to enroll.
3. Details about the Active Kids Holiday Program (Program) are located the start of this form and at our web site located <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>, and include a schedule of activities for each program.
4. By enrolling your child (Participant) in the Program you agree to these Terms and Conditions in respect of the Participant and give the release and warranties set out in these Terms and Conditions.
5. You will where applicable ensure the Participant abides by these Terms and Conditions.
6. These Terms and Conditions are available on your Enrolmy account when registering your child/children, and can also be accessed on our Murdoch Sports website located at <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>.

Enrolments

7. In order for the Participant to be enrolled in the Program, Murdoch needs to receive fee payment within 2hrs of booking request.
8. Enrolments can be made online. To enroll your child/children in the program you can create an account on the following link: enrolmy.com/login.
9. Children will not be enrolled in the Program unless payment is received in accordance with these Terms and Conditions.
10. Late enrolments will be considered based on current numbers attending on the day and staff numbers.
11. Parents and guardians must comply with the hours of operation and allocated drop-off and pick-up times stipulated in the Program enrolment form and/or online booking system.

12. Scheduled drop-off time is between 8:00am and 9:00am on the morning of each scheduled session.
13. Scheduled pick-up time is between 3:00pm and 5:00pm in the afternoon of each scheduled session.
14. A fee of \$1 per minute/per child will be charged for any children signed out after the scheduled pick-up time of 5:00pm in the afternoon of each scheduled session.
15. Murdoch is unable to supervise Participants outside of the drop off and pick up times.
16. Murdoch will only release children to persons who are listed as Authorised Pickups on your child's (Participant's) Enrolmy Profile.
17. Murdoch may only change this list on behalf of the child's primary contact if the request is made in writing by the child's primary contact.
18. Murdoch University will rely on the accuracy and completeness of the information provided by parents and guardians, including but not limited to details of authorised pickups, medical conditions, and emergency contacts. Murdoch University accepts no responsibility or liability for any consequences arising from incorrect, outdated, or incomplete information supplied by a parent or guardian. It is the responsibility of the parent or guardian to ensure that all information provided is accurate and kept up to date.
19. You acknowledge and agree the Participant should not leave Murdoch University Facilities for the duration of the Program without the consent and supervision of an appropriate Murdoch staff member.

Medical Conditions

20. You acknowledge and agree that Murdoch must be informed of all of the Participants allergies and medical conditions upon enrolment in the Program.
21. You warrant that you have provided Murdoch with all allergies and medical conditions of the Participant in the table set out above.
22. You consent to the Participant receiving and authorise Murdoch or its delegate to arrange medical or hospital treatment that may be deemed advisable in the event of injury, accident and or illness during the Program.
23. You agree to indemnify Murdoch for all costs and expenses associated with such treatment including ambulance transport if applicable.
24. If the Participant feels unwell and needs to return home before the end of the Program the Participant must alert an appropriate Murdoch staff member who will

obtain verbal consent from a parent/guardian listed above before permitting the Participant to leave the University.

25. You agree to inform Murdoch of any custody arrangements in relation to the Participant that Program staff should be aware of.

26. You agree to ensure the Participant is provided with a hat during Programs run during January and September/October, and in the event the Participant does not come to the Program with a hat you agree to pay Murdoch for the costs of providing a new Active Kids hat to the Participant.

Program Changes

27. Updated activities will be communicated to parents/guardians through the Murdoch Active Facebook page or on our website at <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>.

28. Murdoch reserves the right to review and implement new pricing structures across the Program.

Cancellations and Credits

29. Credits will be given if a Participant cannot attend due to the following:

- Any cancellations made with over 7 days prior to the start of the program will be issued a credit and it will be valid for programs commencing within 12 months of date of issue.
 - Any cancellations made less than 7 days prior to the commencement of the first day of the program must provide a valid reason and a copy of a medical certificate or evidence of travel proving and inability to attend the session or sessions. With the submission of the correct documents, the Participant will be issued a credit, and it will be valid for programs commencing within 12 months of date of issue.
30. Credits are non-transferable and non-redeemable for cash.

31. All requests for credit must be made by email to ActiveKids@murdoch.edu.au.

32. All credits must be used for programs commencing within 12 months of date of issue.

Personal Data Use and Privacy

33. By entering the Program, you warrant that your details and the Participants personal details are true and accurate and you grant Murdoch permission to use these personal details for Murdoch Active's direct marketing purposes.

34. You acknowledge and agree that you may receive communication and marketing material from Murdoch.

35. Murdoch will not use your personal information for any other purpose than as stated in these Terms and Conditions without your consent unless required or authorised to do so by law.

36. For details on how Murdoch University safeguards your personal information, and your rights in respect of that information, see Murdoch University's privacy policy at <https://goto.murdoch.edu.au/Privacy>.

Miscellaneous

37. You must notify Murdoch of any changes to your address, contact numbers, email addresses or persons authorised to collect children after an enrolment has been processed for a Program.

38. The Terms and Conditions of this competition are governed by the laws of Western Australia.

Release and Indemnity

39. You warrant that you are the parent and/or legal guardian of the Participant, and you accept the offer by Murdoch for the Participant to participate in the Program.

40. You acknowledge and agree that the Participant will be participating in the Program including activities as described in this form and will do so at the Participants own risk.

41. You acknowledge and agree to provide consent for the matters indicated in this form.

42. You confirm that the Participant is physically and mentally capable of participating in the Program.

43. You acknowledge there may be inherent risks associated with participating in the Program and you voluntarily agree to assume and accept all the risks arising out of, associated with, or related to the Participant participating in the Program.

44. You have had the full opportunity to make you own enquiries and to seek further information from Murdoch staff to satisfy yourself in relation to the risks associated with the Participant participating in the Program.

45. You will not hold Murdoch and/or its employees liable for any personal injuries or accidents arising from the Participants participation in the Program, with the exception of any statutory rights that you may hold.

46. You agree to indemnify and hold harmless Murdoch and each of its officers, employees, suppliers, contractors or agents from and against all actions, suits, claims and demands whatsoever made or brought against Murdoch in connection with any act or omission of Murdoch and each of its officers, employees, suppliers, contractors or agents arising out of the Participants participation in the Program.

47. You agree that your electronic signature, whether digital or encrypted, included in these Terms and Conditions is intended to authenticate this writing and to have the same force and effect as manual signatures. (For the purpose of this agreement electronic signature means any electronic, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.)