

## **Let's Go! CaliKids Terms & Conditions**

### **Calisthenics Victoria Inc.**

Your child's completed Registration and these Terms and Conditions (which may be amended by the Calisthenics Victoria Inc. (**Calisthenics Victoria, the organisation**) from time to time, which incorporate standard terms and conditions of Calisthenics Victoria) (**Terms and Conditions**) are the conditions upon which you agree to allow your child (**participant, performer**) to participate in the Let's Go! Cali Kids program (**Program**).

The Program details and complete benefits are outlined at the time of registration.

#### **1. Safeguarding Children and Young People**

The organisation is committed to promoting and protecting the safety and wellbeing of children and young people in the organisation's care who are involved in the Program. The organisation requires that all parents, guardians and other spectators associated with the organisation and affiliated club entities:

- a) understand and comply with the Parents, Guardians and Spectators Code of Conduct as set out at item 2 of these Terms and Conditions;
- b) when necessary, politely and respectfully remind others of their obligations under the Parents, Guardians and Spectators Code of Conduct; and
- c) in the event of serious or ongoing breaches of the Parents, Guardians and Spectators Code of Conduct by another person, to report the matter to a club official so that appropriate action can be taken.

#### **2. Parents / Carers and Spectators Code of Conduct**

By registering a child in the Program, you agree that you will adhere to the following (being the **Parents, Guardians and Spectators Code of Conduct**):

- a) Your child and other children and young people's participation and enjoyment in Calisthenics Victoria activities, programs or events are our primary consideration. As parents and carers your role is to support these outcomes by:

- i. encouraging your child's participation in a positive manner;
  - ii. be present for the duration of any session or event that child attends. If you are unable to be present then you must ensure that there is another trusted adult (other than Program officials/personnel) that will oversee the child during the duration of the session or event;
  - iii. not engage in behaviour that discriminates against any other person on the basis of gender, race, ability, colour, religion, language, politics or national or ethnic origin in any way related to the Program;
  - iv. not engage in, or threaten to engage in, unreasonable, aggressive, violent, or physical confrontations with any other person in any way related to the Program;
  - v. not encourage or incite violence or threatening behaviour, or any other similar breaches of the Program rules;
  - vi. not engage in behaviour that is not in the spirit of calisthenics;
  - vii. express your support of the Program by encouraging the participants and not engaging in behaviour designed to belittle, insult or intimidate participants, supporters or their officials;
  - viii. never mock or insult participants in the Program when they make a mistake or do not perform well;
  - ix. demonstrate good behaviour by respecting and acknowledging good performances by all participants;
  - x. respect and accept the decisions of officials and not criticise or argue about decisions during or after any event held as part of the Program;
  - xi. recognise the value and importance of volunteers;
  - xii. refrain from smoking or consuming alcohol whilst spectating at any event associated with the Program; and
  - xiii. follow any directions of an club and/or Calisthenics Victoria employee, volunteer or other authorised Program staff, including any request to modify your behaviour or to leave the event venue following a breach of these Terms and Conditions.
- b) Children's and young people's participation in and enjoyment of the Program is our primary consideration. As parents, guardians and spectators your role is to support this goal by encouraging your child's participation in the Program in a positive

manner. We actively encourage parents and guardians to get involved in the Program activities and assist where appropriate to achieve this goal.

- c) Serious or ongoing breaches of these Terms and Conditions will not be tolerated. Those who breach these Terms and Conditions risk being asked to leave the event and/or being prohibited from attending future events.
- d) If you witness or have a concern regarding child abuse, you must report this to an appropriate person involved in the Program.
- e) If you believe the child is in immediate danger, please call the Police (000).

### 3. Performer Code of Behaviour

By registering a child in the Program, you agree that the child understands and will adhere to the following (being the **Performer Code of Behaviour**):

- a) Perform within the spirit of the sport of calisthenics, and by the rules of the organisation and the Program (the **Rules**).
- b) Never argue with an official, coordinator, coach or volunteer parent or guardian.
- c) Never bully or take unfair advantage of another participant in the Program.
- d) Show respect to all participants in the Program regardless of their gender, race, ability, colour, religion, language, politics or national or ethnic origin.

### 4. Application to Participate

- a) You must, for each child you are registering in the Program:
  - i. complete the Registration form provided;
  - ii. pay a total Program fee of \$120 to the organisation (**Fee**) upon receiving invoice;
  - iii. agree that your child understands the Player Code of Behaviour (as set out at item 3 of these Terms and Conditions); and
  - iv. agree that you understand and will comply with the Parents, Guardians and Spectators Code of Conduct (as set out at item 2 of these Terms and Conditions).

**(Registration).**

- b) You warrant that each child that you submit a Registration for:

- i. will be between the ages of 2 and 5 (inclusive) for the duration of their participation in the Program and agree that you will, if requested by the organisation, provide evidence of the child's age; and
  - ii. does not have a known pre-existing medical or other condition which makes it unsafe for the child to participate in the Program and agree that you will, if requested by the organisation, provide a certificate from a duly qualified medical practitioner certifying that the child is fit to participate in the Program.
- c) The organisation reserves the right to not:
- i. accept any Registration, for any reason, at its sole discretion;
  - ii. process any Registration that is incomplete or unclear; or
  - iii. accept any changes to the Registration, except for a change of email address or phone number.

## **5. Program Fees**

- a) Fees are payable via the following payment options:
- i. a one (1)-off payment of the Fees in full, paid upon receipt of invoice after Registration ; or
  - ii. in two (2) equal payments of \$60 (together equalling the Fees) paid:
    - a. first payment of \$60 upon receipt of invoice after Registration; and
    - b. second and final payment of \$60 at the four (4) week mark/halfway through the Program.
  - iii. Fees must be paid by direct debit/credit online via PinPayment portal, Additional card and service fees are applied.

## **6. Participant Benefits**

Once a Registration is accepted and the associated Fee paid to the organisation in accordance with item 5, the registered child will receive the relevant Participant Benefits for the Program which the child has registered to participate as follows:

- a) all sessions and classes over the eight (8) week duration of the Program;
- b) uniform; and
- c) insurance.

## **7. Cancellation, Refunds and Termination**

- a) Registrations may be cancelled prior to the commencement of the Program. If you wish to cancel a Registration that you have submitted, you must notify the organisation in writing to [admin@calisthenics.asn.au](mailto:admin@calisthenics.asn.au). Following the organisation's confirmation to you of cancellation of your Registration, the child the subject of the Registration will have no entitlement to the Participant Benefits and will be ineligible to participate in the Program.
- b) Upon commencement of the Program, the Program Registration Fee is a non-refundable fee. The Fee represents the costs involved in administering the sport and for relevant insurance cover for all participants.
- c) Applications for a refund of the Fee (or any part thereof) may be considered only under extraordinary circumstances, and must be made in writing, stating the reason for a requested refund, and including any additional documentation to support the claim. Requests can be emailed to [admin@calisthenics.asn.au](mailto:admin@calisthenics.asn.au). All applications will be considered, and the decision made by Calisthenics Victoria will be final.
- d) Any refund of a Calisthenics Victoria Registration Fee in the above circumstances will include an administrative fee which will be deducted before the Fee (or any part thereof) is refunded. In the event that a refund is processed, this amount will be refunded to the card on which payment was initially made.
- e) Subject to item 8(c), the organisation is not liable to you for any loss or damage you suffer as a result of the Program or part of the Program being cancelled, postponed or changed.
- f) The organisation will not replace your Participant Benefit at item 6(b) if lost, stolen or damaged.
- g) The organisation may terminate your child's participation in the Program on reasonable grounds at any time, including if your child's behaviour interferes with another participant's safety or enjoyment of the Program.
- h) The organisation may, in its absolute discretion, change a Program or part of a Program, including dates, session times, durations and locations.

## **8. Limitation of Liability and Release**

- a) You understand that there are inherent risks associated with participation in the Program, which may result in personal injury (even of a serious nature) to a child and that you fully accept and agree to bear those risks.
- b) You agree not to bring any claim, demand, action or proceeding against the organisation (which shall include its directors, employees, agents and volunteers) and an affiliated club (which shall include its directors, employees, agents and volunteers) for any damage, loss or injury whatsoever that you or a child may suffer from participation in the Program.
- c) The organisation's liability to you (including that of its directors, employees, agents and volunteers) is limited (at the organisation's election) to the organisation repaying any amounts paid by you under these Terms and Conditions to the organisation (or any part thereof), or supplying or resupplying any Program services to which you are entitled in accordance with these Terms and Conditions (such as at a later date that they may be offered).
- d) You understand that as a registered performer participating in the Program your child is entitled to certain insurance benefits. You accept that the level of cover provided to your child as a performer is the level chosen by the organisation, is not intended to be comprehensive cover and does not include cover for expenses claimable from Medicare or the Medicare "Gap", which cannot be insured through Personal Injury insurance. These items may be claimable through Private Health insurance, and it is strongly recommended that you investigate your personal insurance needs and consider the benefits of obtaining relevant insurance, for example Private Health insurance and Ambulance subscription etc. You understand that the insurance covers registered participants only and does not cover parents, guardians or other people attending any activities that form part of the Program.
- e) You acknowledge there is an unquantifiable risk of transmission of viral illness including COVID-19 associated with participation in the Program and you have considered that risk and your and your child's personal circumstances, including any vulnerability that your child may have or that of persons whom your child will be in close contact with following your child's participation in the Program. You acknowledge that, for a small number of people, COVID-19 has very serious health consequences. By your child participating in the Program, you acknowledge and accept these risks.

## **9. Privacy Information Statement**

You understand Calisthenics Victoria, together with the relevant club, will use the data you have provided in the Registration(s) for the administration of the sport of calisthenics, in accordance with the objectives of the organisation and club. You acknowledge that the information will be held in confidence by the organisation and club as required under the Calisthenics Victoria Privacy Policy (<https://calisthenics.asn.au/privacy-policy>) and that you can access any personal information at any time if required. By acknowledging this Privacy Information Statement, you also acknowledge that if the required minimum information (name, date of birth, next of kin, and 1 form of valid contact details) is not provided, your child may not be permitted to participate in any aspects of the Program.

## **10. Rules and Policies**

You acknowledge that your child and you are bound by the Calisthenics Victoria constitution, by-laws and member policies and procedures, along with all relevant competition rules (**Rules**) and Program specific rules, which are incorporated into these Terms and Conditions, copies of which can be found on the Calisthenics Victoria website. To the extent there is any inconsistency between the Program Terms and Conditions and the Rules, the Rules shall prevail.

## **11. Photographs**

You consent to the organisation using your child's name or image (including photographs) in any form or medium for general marketing and promotional activities related to Calisthenics Victoria and the sport of calisthenics. If you do not wish to consent to your child's name and image being used, please notify the organisation in writing to [admin@calisthenics.asn.au](mailto:admin@calisthenics.asn.au).

## **12. Disputes**

- a) In relation to any dispute which may arise, the Parties agree to meet in good faith within 5 business days to resolve the matter(s) in writing.
- b) Should any matter not be resolved via direct negotiations, the Parties agree to attempt to promptly resolve the matter using the procedure set out by the organisation in any Rules.

- c) Should the dispute remain unresolved, the Parties agree to then immediately refer the matter(s) for resolution to the National Sports Tribunal, each participating in good faith at all times in doing so.
- d) The Parties agree and acknowledge that all issues relating to these Terms and Conditions and any matter in dispute are confidential between the Parties and any forum involved in dispute resolution.

### **13. Governing Law**

The laws of the State of Victoria govern these Terms and Conditions and the child's participation in the Program. The Parties submit to the jurisdiction of the Courts and Tribunals of Victoria and those Federal Courts and Tribunals vested with appropriate jurisdiction.