

WACA Ground Indoor Centre - Terms and Conditions

Acceptance of Terms

By making a booking, entering the WACA Ground Indoor Centre, or participating in any activities at the facility, The Client acknowledges that The Client has read, understood, and agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all users of the WACA Ground Indoor Centre, including booking holders, participants, spectators, and any other persons entering the facility.

Definitions

- **“WA Cricket”, “WAC”, “WACA”, “we”, “us” or “our”** means the Western Australian Cricket Association (Inc) (ABN 44 026 744 769), including its officers, employees, contractors, volunteers and agents.
- **“WACA Ground Indoor Centre” or “Indoor Centre”** means the indoor cricket training facility located at the WACA Ground, Nelson Crescent, East Perth, including all indoor nets, training areas, viewing areas, amenities, equipment and any associated indoor or approved outdoor training surfaces made available for use.
- **“Claim”** means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence.
- **“Cricket Activities”** means any use of the Indoor Centre or participation in cricket or sport-related activities within the facility.
- **“Indoor Facilities”** means the cricket nets, training surfaces, amenities and equipment made available for use within the WACA Ground Indoor Centre as part of a booking.
- **“Client”** means the person, external coach, company, or other entity that makes or holds a booking for the WACA Ground Indoor Centre, and includes its officers, employees, contractors, volunteers, agents, participants, spectators, and any other persons attending or using the Indoor Centre under that booking. The Client is responsible for all such persons and their conduct at the Indoor Centre.

A. Terms & Conditions - Lane and Centre Hire: The following terms and conditions must be read carefully. In consideration of The Client’s booking of the WACA Ground Indoor Centre and its associated indoor training facilities, operated by WA Cricket (WAC), being accepted, and full payment being made, The Client acknowledges and agree to the following terms and conditions.

Conditions of Hire

1. **Policies:** The Client acknowledges that when undertaking Cricket Activities, it is bound by and must fully comply with all rules, policies and procedures of WAC as notified from time to time.
2. **Booking:** To book the Indoor Facilities, The Client must be at least 18 years of age at the time of booking, and when attending the Indoor Facilities. Bookings are not confirmed until full payment has been received and a confirmation has been issued by WAC.
3. **Hire Period:** Bookings are available in 30-minute increments and can be made for durations of 1 hour, 1.5 hours, or 2 hours. Any time required for setting up or dismantling equipment must be within that Hire Period. If the Client arrives early, it may not enter the Indoor Facilities until the previous booking has ended. At the end of the Hire Period, The Client must leave promptly. Use beyond the allocated Hire Period will incur additional charges at the applicable hourly rate and may impact future bookings.

4. **Access and Entry:** Entry to the Indoor Centre is permitted only during the booked time and via designated access points. WAC reserves the right to refuse entry where booking confirmation cannot be verified.
5. **Booking for Third Parties:** If the Client makes a booking on behalf of a third party, the Client is deemed to have authority to do so, including authority to agree to these Terms and Conditions on their behalf.
6. **Group Bookings:** The Client, as the booking holder, are responsible for ensuring that all persons using the Indoor Facilities under the Client's booking are aware of and comply with these Terms and Conditions. WAC may cancel the Client's booking and/or require the Client and the Client's group to leave the Indoor Centre if these conditions or staff instructions are not followed. The Client is responsible for the conduct of all persons in the Client's group and for making good any loss or damage caused. For the avoidance of doubt, any breach of these Terms and Conditions by a member of the Client's group will be treated as a breach by the Client as the booking holder. The booking holder must be present for the duration of the booking unless otherwise approved by WAC.
7. **Making a Booking:** WAC is not responsible for technical issues affecting online bookings via the website confirmation system and is not liable for any loss, injury, or disappointment resulting from a booking not being properly received. However, WAC will work with the relevant parties to find a suitable solution where issues arise.
8. **Participant Numbers:** The maximum number of lane hire users per net is six (6).
9. **Safety Compliance:** All The Client must ensure that all persons comply with any safety signage, instructions, or directions issued by WAC while using the Indoor Centre.
10. **Emergency Procedures and Incident Response:** The Client must ensure that it and all persons attending the Indoor Centre comply with all emergency procedures, directions, signage, and announcements at all times. WAC may, at its discretion, suspend activities or require immediate evacuation of the Indoor Centre in the event of an emergency or safety concern. WAC will not be liable for any loss, damage, or interruption arising from such actions. Failure to comply with emergency directions may result in removal from the Indoor Centre.
11. **Damage, Cleaning and Costs:** The Client shall be liable for any loss, damage, or expense incurred by WAC as a result of the Client's use of the Indoor Centre, including (without limitation) damage to facilities or equipment, breakage caused by misuse, additional cleaning costs, and any damage occurring during emergency incidents. WAC may recover all such costs from the Client, including costs of repair, replacement, and reinstatement.
12. **Accident or Illness:** In the event of an accident or illness occurring during use of the Indoor Centre, the Client authorises any necessary medical treatment and accepts responsibility for all associated costs.
13. **Punctuality, Attendance and Supervision:** The Client must ensure that all persons arrive on time for their booking. The Client is responsible for the supervision of participants before, during and after use of the Indoor Centre, and for arranging transport to and from the facility.
14. **Personal items / food and drink:** Cricket Bags, food, drink (including water bottles) and any other personal items must not be taken into the netted training area. All personal items are to be placed on the storage racks located around the internal perimeter of the building.
15. **Lost Property:** The Client is responsible for their own personal belongings. WAC is not liable for any loss or damage to personal property.
16. **Child Safety:** WAC is committed to providing a safe environment for all children. Responsibility for the supervision and wellbeing of minors remains with the responsible adult, guardian or external coach at all times. All activities must be conducted in accordance with applicable child safety standards.

17. **Cancellation by WAC:** WAC may withdraw use of the Indoor Facilities where they become unfit for use or for other operational reasons. Where possible, advance notice will be provided. Hire fees will be refunded or credited at WAC's discretion, and no further liability is accepted.
18. **Event Priority:** WAC reserves the right to reschedule or cancel bookings due to major events, operational requirements, or venue priorities. Where possible, alternative times or credits will be offered. WAC does not guarantee uninterrupted or continuous availability of the Indoor Centre and may restrict access at its discretion.
19. **Peak Periods:** WAC may limit booking durations or availability during peak periods.
20. **Cancellation by Hirer:** For lane hire bookings, at least 24 hours' notice is required for cancellation to receive a credit only. Cancellations made within 24 hours of the booking time will not be eligible for a refund or credit. Commercial or third-party bookings may be subject to additional conditions as determined by WAC.
21. **Events Outside WAC's Control:** WAC may cancel bookings due to circumstances beyond its control, including government restrictions. Where possible, alternative arrangements or refunds will be offered. No additional compensation is payable.
22. **Commercial Use and Filming:** The Indoor Centre must not be used for commercial filming, photography, media production, or promotional activities without the prior written approval of WAC. WAC reserves the right to impose additional conditions, fees, and insurance requirements for any approved commercial use. Unauthorised commercial activities may result in immediate termination of the booking without refund.
23. **Termination of Use:** WAC reserves the right to suspend or terminate a booking immediately, without refund, where the Client or any participant breaches these Terms and Conditions, behaves in an unsafe or inappropriate manner, or fails to comply with staff directions.
24. **Inclement Weather Policy:** WAC may modify, suspend or cancel access to the Indoor Centre where weather or environmental conditions present a safety risk. All decisions are at the discretion of WAC and are final.
25. **Heat Policy:** WAC is committed to the health and safety of all participants. Where hot or extreme weather conditions present a risk, WAC may implement heat management strategies or modify, suspend or cancel activities at its discretion. All decisions relating to heat management measures will be made by WAC staff and are final.
In determining appropriate actions, WAC may consider factors including, but not limited to, ambient temperature, humidity, ventilation, activity intensity and duration, participant age, and any applicable guidelines issued by Cricket Australia or other relevant authorities.

Where heat management measures are implemented, the following may apply as appropriate:

- Activity intensity may be reduced;
- Additional drink breaks may be introduced;
- Rest periods may be enforced;
- Participants may rest at any time; and
- Activities may be modified, suspended or cancelled where risks cannot be adequately managed.

Parents/guardians are responsible for:

- Ensuring participants are adequately hydrated;
- Providing appropriate clothing and sun protection where relevant;
- Withholding participation where a participant is unwell or affected by heat;
- Not allowing participation where a child is unwell; and
- Ensuring participants bring a water bottle.

26. **Responsibility for Minors:** The Client is responsible for the behaviour and safety of any person under 18 participating under the booking unless a parent or legal guardian is present. WAC does not provide supervision of participants unless expressly agreed in writing. Drop off and pick up arrangements remain the responsibility of the parent or guardian.

B. Terms & Conditions – External Coaches and Third-Party Use: The following terms and conditions must be read carefully. In consideration of the Client's booking of the WACA Ground Indoor Centre being accepted, and full payment being made, the Client acknowledges and agree to the following terms and conditions.

Conditions of Hire

1. **Policies:** The Client must ensure that it and all persons participating in Coaching Activities comply with all rules, policies and procedures of WAC as notified from time to time.
2. **Bookings and Payments:** All bookings for Indoor Centre usage must be made and paid for in full prior to the commencement of the booking period.
3. **External Coaches and Programs:** Private coaches, organisations and third-party program providers are permitted to book lanes at the Indoor Centre.

For the avoidance of doubt, WAC does not provide private coaching services and is not affiliated with, nor does it endorse, any external coaches or organisations using the Indoor Centre unless expressly agreed in writing.

All coaching activities conducted by external providers are undertaken independently and at the sole risk of those providers and participants.

External coaches and organisations must not represent, advertise or promote that they are affiliated with, endorsed by, or operating under the authority of WAC or the WACA Ground Indoor Centre unless prior written approval has been obtained from WAC. Use of WAC branding, logos or imagery is strictly prohibited without such approval.

4. **Responsibility:** The Client acknowledges that all Clients booking the Indoor Centre, including external coaches and organisations, are solely responsible for the delivery, supervision, and safety of their activities conducted within the Indoor Centre.
5. **Cancellation and Refund Policy:** External coaches and organisations are responsible for managing their own booking arrangements with participants. Refunds or credits for Indoor Centre bookings are subject to WAC's standard cancellation policy for facility hire.
6. **Medical Clearance and Consent:** If the Client has a medical condition, it is strongly advised to seek medical advice prior to participation.
7. **Client Accident or Illness:** In the event of an accident or illness occurring during Coaching Activities, the Client authorises any necessary medical treatment and accepts responsibility for all associated costs
8. **Safety Rules and Regulations:** All participants must behave appropriately at all times. WAC may require any person to cease participation where behaviour is unsafe or disruptive.

C. General Terms & Conditions - Lane and Centre Hire, Private Coaching & Programs

1. **Risk Warning:** Use of the Indoor Centre and participation in cricket-related or sport-related activities is inherently dangerous and may involve risk.

There are risks specifically associated with use of the Indoor Centre, including but not limited to being struck by a cricket bat or ball, including head injuries, slipping, tripping or falling on the playing surface, becoming entangled in nets, or colliding with other users. Accidents can occur which may result in personal injury, death or property damage.

Prior to using the Indoor Centre, the Client should ensure that the Client is aware of all risks involved, including those associated with any medical or physical condition the Client may have. By accessing and using the Indoor Centre, the Client acknowledges, agrees and understands that such use may involve risk and the Client voluntarily assumes all such risks at the Client's own risk.

The Client must not use the Indoor Centre while intoxicated or under the influence of drugs. The Client acknowledges that the above constitutes a 'risk warning' in accordance with relevant legislation.

- 2. Equipment:** The Client acknowledges and agree that it is the Client's responsibility to inspect the facilities, equipment and areas to be used prior to use. If the Client believes or becomes aware that any facilities, equipment or areas are unsafe or pose an unreasonable risk, the Client must immediately notify WAC staff.

By using the Indoor Centre, the Client acknowledges that the Client has inspected the premises, facilities and equipment and that they are safe and suitable for use.

The client accepts full responsibility for the condition and adequacy of any equipment used by the Client, including any personal equipment and any equipment hired or provided by WAC.

- 3. Equipment Use:** Use of specialised equipment (including but not limited to radar guns and bowling machines) must be in accordance with staff instructions. WAC reserves the right to restrict or prohibit the use of equipment where safety concerns arise.
- 4. Appropriate Attire:** Appropriate sporting attire and footwear must be worn at all times. Protective equipment is strongly recommended and may be required for certain activities. Spiked shoes are not permitted in the Indoor Centre.
- 5. Zero Tolerance for Anti-Social Behaviour:** WAC has zero tolerance for anti-social behaviour. WAC is committed to providing a safe and secure environment for all staff, users and visitors to the Indoor Centre. Any person engaging in inappropriate, unsafe or disruptive behaviour may be directed to leave the premises and may have their future access to the facility restricted.
- 6. Staff Authority:** WAC staff have full authority to make operational decisions within the facility. All directions given by staff must be followed at all times. Failure to comply may result in removal from the facility without refund.
- 7. Waiver of Statutory Guarantees and Exclusion of Liability:** A supplier of recreational services or recreational activities may ask the Client to agree that the statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to the Client (or a person for whom or on whose behalf the Client is acquiring the services or activities).

By agreeing to these Terms and Conditions, the Client agree that the Client's rights (or the rights of a person for whom or on whose behalf the Client is acquiring the services) to sue the supplier in relation to recreational services or recreational activities because the services were not provided with due care and skill are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law applies: By agreeing to these Terms and Conditions, the Client agree that the liability of WAC in relation to recreational services (as defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- death;
- physical or mental injury (including aggravation, acceleration or recurrence);
- contraction, aggravation or acceleration of a disease;
- any other harmful or potentially harmful condition or occurrence;

is excluded, and the application of any term that services will be provided with due care and skill is excluded to the extent permitted by law.

- 10. Release and Indemnity:** To the extent permitted by law, the Client releases and discharges WAC from all Claims arising from or in connection with the Client's use of the Indoor Centre, including claims for negligence, breach of contract or breach of statutory duty. The Client indemnify and hold harmless WAC against any Claim arising from the Client's use of the Indoor Centre or any breach of these Terms and Conditions, except to the extent caused by the gross negligence of WAC.
- 11. Fitness to Use:** The Client declare that the Client is medically and physically fit to use the Indoor Centre. The Client must notify WAC of any condition that may affect safe participation. The Client acknowledges that WAC relies on this declaration. The Client agrees to report any accidents, injuries or incidents to WAC staff before leaving the facility. In the event of injury or illness, the Client consent to WAC arranging first aid, evacuation or medical treatment at the Client's cost.
- 12. Insurance:** The Client acknowledges that WAC may hold limited insurance coverage which may not fully cover any loss, injury or damage sustained. The Client is responsible for the Client's own insurance arrangements, including health, personal accident and liability cover. WAC does not provide medical or accident insurance for users of the Indoor Centre. Any third-party organisations or groups using the Indoor Centre must hold appropriate public liability insurance and provide evidence upon request.
- 13. Reporting Requirements:** If the Client is involved in or witness any incident while at the Indoor Centre, the Client must cooperate with WAC's reporting procedures and provide any required information. All personal information will be handled in accordance with applicable Privacy Laws.
- 14. Medical Care:** The client authorises WAC and its staff to administer or arrange medical care if required. The client accepts responsibility for all associated costs, including transport and treatment.
- 15. Images, Videos and Recordings:** The Client acknowledges that WAC may capture images, video or audio recordings within the Indoor Centre for operational, promotional or reporting purposes. Only first names will be used in connection with images of children. If the Client do not consent, the Client must notify WAC in writing prior to using the facility.
- 16. Privacy:** Personal information is collected to administer bookings and manage use of the Indoor Centre in accordance with the Australian Cricket Privacy Policy (available at <https://www.cricket.com.au/privacy>) WAC may use or disclose this information for operational purposes or in accordance with that policy. The Client may access or request correction of the Client's information or lodge a complaint as outlined in the policy.

17. **Severance:** If any provision of these Terms and Conditions is held to be invalid or unenforceable, it will be severed and the remaining provisions will continue in full force and effect.
18. **Entire Agreement:** This document constitutes the entire agreement between the parties and supersedes all prior communications and agreements.
19. **Governing Law:** These Terms and Conditions are governed by the laws of Western Australia. The Client submits to the non-exclusive jurisdiction of the courts of Western Australia and waives any objection to proceedings in those courts.

Code of Conduct

WAC Responsibilities at the WACA Ground Indoor Centre:

- Provide a safe and well-maintained facility;
- Ensure equipment is regularly inspected;
- Maintain a respectful and inclusive environment.

User Responsibilities:

- Conduct themselves in a safe and respectful manner at all times; and
- Comply with all WAC rules, directions and safety requirements while using the facility.