Improved Terms and Conditions Handball Australia Association Pty Ltd

Effective Date: [18th December, 2025]

Disclaimer

This is a legally binding agreement between you (the Participant, Parent/Guardian, or authorised representative) and Handball Australia Association Pty Ltd (ABN 83620549233], referred to as “Handball Australia”, “we”, “us”, or “our”). These Terms and Conditions govern your enrolment, booking, or participation in our coaching services, programs, competitions, tournaments, holiday camps, excursions, or events (collectively, “Services”).

By enrolling, booking, participating, or allowing a child or student to participate, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree, do not enrol or participate.

If you are uncertain about any part, seek independent legal advice before proceeding. We recommend reviewing these Terms regularly, as they may be updated (changes will be notified via email or our website).

1. General Terms

1.1 Fitness and Health

You warrant that you (or the Participant/child/student) are medically and physically fit to participate in the Services. If there is any pre-existing medical condition, injury, allergy, or behavioural issue, you must consult a medical practitioner and disclose it fully during enrolment. Failure to disclose may void insurance coverage.

If unwell (including symptoms of illness or infection), the Participant must not attend. We reserve the right to refuse participation if we reasonably believe it poses a health risk.

1.2 Medical Consent

You consent to our staff providing basic first aid or seeking emergency medical treatment (including ambulance transport) if deemed necessary during or immediately

after Services. We will attempt to contact you or the emergency contact first where practicable.

1.3 Personal Belongings

We are not responsible for loss, theft, or damage to personal belongings.

1.4 Safety and Responsibility

We implement safety measures (e.g., trained staff, first aid kits, safety instructions). Participants must follow all instructions and act responsibly. Registrations are non-transferable without our written approval. Fraudulent participation may result in cancellation without refund.

1.5 Insurance

Our insurance coverage includes:

Public Liability: $20,000,000 (increased from original for better protection)

Professional Indemnity: $2,000,000

Public and Products Liability $20,000,000

Underwritten by Dual Australia Pty Ltd. Coverage applies to approved activities but may exclude undisclosed conditions, reckless behaviour, or non-compliance with rules. Personal accident insurance is recommended for each customer.

2. Our Coaches and Staff

All coaches and staff working with children hold a valid Working with Children Check (or equivalent, e.g., NSW WWCC or QLD Blue Card) and are trained in our policies, child safeguarding, and first aid (where applicable). You consent for our staff to provide basic first aid if required.

3. Rewards

Participants may receive rewards (e.g., trophies, medals, hats, balls, or drinks such as Prime Hydration – caffeine-free, low sugar). We will accommodate allergies, dietary restrictions, or school policies if notified in advance.

4. Marketing, Media, and Privacy

4.1 Communications

You consent to receiving emails/SMS for promotions, reminders, enrolments, and updates. Opt out anytime via unsubscribe links or by contacting us.

4.2 Photos and Videos

You consent to photos/videos of the Participant being taken and used for marketing, social media, website, or publications (e.g., to promote handball). Images may identify participants (e.g., first name, last initial, school, or scores). Notify us in writing during enrolment if you withhold consent or require an alias/de-identification. We comply with Australian Privacy Principles and child safeguarding guidelines.

4.3 Privacy

We collect and handle personal information in accordance with the Privacy Act 1988 Information is used for delivering Services, safety, and compliance.

5. Competitions and Tournaments

Participants must follow official rules, the Competition Handbook, sportsmanship policies, and formats. Rewards are as advertised.

6. Refunds, Credits, Make-ups, Cancellations, and Transfers

We aim for fairness while covering costs. Policies vary by Service type:

Group and Private Lessons

- Cancellations: At least 1 hour notice required for credit/make-up (subject to availability).
- No-shows or late cancellations: Full fee charged, no credit.
- Transfers: Allowed within the same term, subject to availability.

• Group sessions: Proceed if at least one participant attends.

School Sport Programs

• Wet weather: Indoor/alternative programs where possible. No refunds/credits if no alternative available.

Refunds/Credits Generally Apply For:

• Verified injury/illness (medical certificate required).

• Extreme weather or force majeure events (e.g., venue closure).

• Our cancellation (full refund or credit).Credits are valid for 12 months.

7. Holiday Camps and Excursions

Indoor activities operate in all weather. Outdoor camps may cancel with 1-hour SMS notice (full refund/credit).

You consent to the Participant using shuttle buses (if booked), entering facilities, and joining excursions (e.g., Timezone, bowling, movies, inter-club events) with supervision.

8. Enrolments and Discounts

Enrol online only. Discounts require valid codes applied before payment deadlines.

Refer a Friend: New customers only. Share your unique code; they get $10 off. Upon their paid enrolment, you receive a unique $10 code (one per successful referral, usable once per transaction).

9. Extra Supervision

Pre-book online. If unused, notify us in advance for credit/refund.

10. Behaviour and Conduct

We promote respect and sportsmanship. Inappropriate behaviour (e.g., bullying, abuse, damage) by participants or parents/guardians may result in warnings, suspension, or permanent exclusion without refund. We follow a fair process. Parents/guardians may be

required to maintain distance or leave if disruptive. Repair/clean-up costs will be charged.

11. Risk Acknowledgement, Release, and Indemnity

Participation in handball involves inherent risks of injury (physical or otherwise). You acknowledge these risks and participate voluntarily.

To the fullest extent permitted by law (including under the Australian Consumer Law and Civil Liability Acts), you release and indemnify Handball Australia, its directors, staff, volunteers, and agents from all claims, liability, loss, or damage arising from participation – including negligence – except for gross negligence, recklessness, or intentional acts.

This release binds your heirs and assigns and continues indefinitely.

12. Governing Law

These Terms are governed by the laws of New South Wales. Disputes will be resolved in Australian courts.

Acceptance

By enrolling or participating:

- You warrant all information provided is accurate.
- You confirm you (as parent/guardian) have authority to agree on behalf of the Participant.
- You accept all Terms.

Contact: Daniel Freak (Director) for queries.

Thank you for choosing Handball Australia Association Pty Ltd