

Tennis Court Hire Terms

1. Agreement

- 1.1 Southend Tennis Centre (**STC**) aims to provide a positive sporting environment for the benefit of all members of the community and is committed to the health, welfare and wellbeing of Users, players, staff, supporters and families.
- 1.2 These Terms set out the agreement between Meriden School ACN 000 020 762 as operator of STC of the first part and users of the courts at STC (**Users**) and, if minors, their parents or guardians (**Parents**) of the other part.
- 1.3 By hiring the courts, Users and Parents agree to comply with these Terms.

2. Bookings

- 2.1 Casual court bookings can be made via the STC website, by telephone, or in person at STC.
- 2.2 Users are responsible for providing proof of booking upon arrival.

3. Fees, cancellations and credits

- 3.1 Court hire fees from time to time are displayed on the STC website and may be changed without notice.
- 3.2 All court hire fees must be paid in full in advance, including for all sessions within a permanent block.
- 3.3 Users may be charged for an additional session if they exceed their booking time or use other courts.
- 3.4 Users must provide no less than 24 hours' notice of cancellation before the time of a booking to receive an STC credit for the cancellation.
- 3.5 STC reserves the right to cancel any court booking due to a tournament or event or other circumstance, on no less than one week's notice, in which circumstance STC will refund the court hire fees.
- 3.6 In the event of rain, Users are required to telephone STC in advance of their booking for information as to whether the courts are open for use. Whether a court is open for use is at the sole discretion of STC. Users will receive a credit if the courts are closed.
- 3.7 Users can request an STC credit if the temperature is above 36 degrees celsius at the time of the booking.
- 3.8 Credits must be used within 6 months of the date of the credit.
- 3.9 To the extent permitted by law, court hire fees are non-refundable except if STC cancels a booking under clause 3.5.

4. General

- 4.1 Only official STC tennis coaches are permitted to conduct coaching sessions unless prior written permission is provided by STC.
- 4.2 A maximum of eight tennis balls are permitted to be used on each court unless prior written permission is provided by STC. Users cannot bring baskets of tennis balls onto the court.
- 4.3 STC encourages sun safe practices and regular hydration. Users are strongly encouraged to wear sunscreen and an adequate sun hat and to ensure that they have a water bottle.
- 4.4 Parents are responsible for dropping off and picking up Users who are minors to and from STC.

5. STC Code of Conduct

- 5.1 All Users must conduct themselves in accordance with the following Code of Conduct:

Southend Tennis Centre

- a Show respect to all other people at STC, including other Users, Parents, players, visitors, supporters and staff;
- b Be considerate of the safety and well-being of other players;
- c Adhere to the rules of tennis and encourage fair play;
- d Do not use abusive, offensive or discriminatory language; and
- e Respect the policies and practices of [Tennis NSW](#).

5.2 Any User who does not abide by the Code of Conduct may be asked to leave STC.

5.3 STC reserves its right to decline or cancel court hire bookings of Users who have breached the Code of Conduct.

6. Risk warning

6.1 The parties to these Terms are warned of and acknowledge that their use of STC courts carries an “obvious risk” within the meaning of the *Civil Liability Act 2002* (NSW), including but not limited to physical injury and death.

7. Release and waiver

7.1 The parties to these Terms, to the fullest extent permitted by law, fully and finally release and forever discharge STC and any of its coaches, employees, contractors, affiliates, agents, officers and volunteers from any claim, damage, demand, suit, cause of action, loss or liability of any nature or description arising as a result of or in connection with Users’ use of courts at STC, however arising, including in contract or tort (including negligence), or in equity or under any law or legislation, or otherwise.

7.2 To the extent that the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth) applies, the waiver of STC’s liability is limited to death and personal injury. STC accepts liability if significant personal injury was caused by STC’s reckless conduct, as defined in the *Competition and Consumer Act 2010* (Cth).

8. Governing law and jurisdiction

These Terms are governed by and must be construed in accordance with the laws of New South Wales. Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of courts of appeal.

9. Privacy of personal information

9.1 STC holds Users’ personal information in accordance with Meriden School’s privacy policy, which can be accessed [here](#).

9.2 Users are responsible for ensuring that STC has their current contact details.

10. Severability

Any provision of these Terms that is found to be invalid or void by a court of competent jurisdiction is to be severed and the remaining provisions of the Terms are to remain in force.

11. Entire agreement

These Terms embody the entire understanding and agreement between Users and STC. All other understandings, representations and warranties in relation to, or in any way affecting, the subject matter of these Terms are merged in and superseded by these Terms.