

BENDIGO REGIONAL TENNIS CENTRE



RULES OF USE - USE OF TENNIS COURTS FOR PICKLEBALL

These Rules of Use apply to any person, club, association, organisation, business or other entity using (including hiring) tennis courts (Courts) at the Bendigo Regional Tennis Centre (BRTC) for pickleball activities (User).

Permission to use Courts is conditional upon compliance with these Rules of Use. These Rules of Use do not create any tenancy, licence, occupancy right, exclusive use right, user agreement, ongoing entitlement, partnership, affiliation or other legal relationship between the Bendigo Tennis Association Inc. (BTA), the BRTC and any User.

The BTA may amend these Rules of Use at any time and may refuse, suspend or cancel future bookings where these Rules of Use are not complied with.

COMMENCEMENT

These Rules of Use apply from the date of this document.

STATUS OF COURT USE

1. Court use is granted on a casual and non-exclusive basis only.
2. No User acquires:
 - a) any proprietary interest in the BRTC;
 - b) any tenancy, licence or occupancy right;
 - c) any exclusive use rights;
 - d) any ongoing entitlement to use the Courts; or
 - e) any right to future use or allocations.
3. Users must not represent, promote, advertise or imply that they:
 - a) have home courts at the BRTC;
 - b) operate at the BRTC;
 - c) have any ownership or occupancy rights at the BRTC
 - d) are based at the BRTC;
 - e) have exclusive rights to use Courts at the BRTC;

f) have any formal affiliation with BTA or the BRTC (other than being and affiliated member of the BTA);

g) have any agreement, partnership or preferred user status with the BTA or the BRTC; Or

h) are entitled to use or refer to the BRTC as a home venue

4. Any website, social media page, promotional material or public communication referring to activities conducted at the BRTC must clearly indicate that the Courts are hired on a casual basis only and are subject to availability and BTA approval and must comply with paragraph 3 above.

5. Use of BRTC or BTA logos, branding, photographs or imagery in promotional material is prohibited without prior written consent from BTA.

COURT MARKINGS

1. No permanent line markings, painted lines, decals, screws, nails, anchors or other permanent fixtures may be applied to the Courts.

2. Any **temporary line marking tape** must:

a) be approved by BTA (and City of Greater Bendigo) prior to use;

b) **be specifically designed and approved for use on court surfaces such as the Courts;**

c) not void or affect any manufacturer or contractor warranty;

d) **not leave residue, staining, discolouration or surface damage.**

3. **Temporary line markings may only be applied immediately before the booked session and must be completely removed immediately after the session.**

4. **No line markings may remain on the Courts overnight.**

COURT HIRE

1. Court hire is subject to availability and BTA discretion.

2. BTA may amend court allocations, relocate bookings or cancel bookings for tournaments, pennant, coaching, maintenance, Tennis Australia or Tennis Victoria activities, weather or safety reasons.

3. Tennis remains the primary use of the BRTC and takes priority over pickleball activities.

PROTECTION OF COURTS

1. The **User is responsible for any damage** arising from line marking materials, **tape removal, cleaning activities**, equipment or pickleball activities.
2. The **User must reimburse the BTA for repairs**, specialist cleaning, **resurfacing costs and loss of court availability** resulting from such damage.
3. The **BTA may inspect Courts following pickleball sessions**.
4. Where the BTA reasonably suspects damage has been caused by pickleball activities or line marking products, BTA may require an independent assessment **at the User's cost**.

EQUIPMENT

1. Only portable pickleball nets may be used.
2. No equipment may be dragged across the Court surface.
3. All equipment must have suitable protective wheels or feet and must be removed immediately after use.

COURT ALLOCATION

1. During periods when daylight extends to approximately 8:00 pm, pickleball activities are restricted to the rear four courts unless otherwise approved by the BTA.
2. **The BTA retains sole discretion regarding which Courts may be used from time to time.**

RISK

1. The User indemnifies the BTA against claims arising from its activities, participants, guests and equipment.

CONDUCT

1. The User must comply with all BTA and BRTC policies, directions and venue terms and conditions.
2. The User must not interfere with tennis activities occurring on adjacent courts.
3. Reasonable noise levels and respectful behaviour must be maintained at all times.
4. A responsible session coordinator must be present during each booking.

21 June 2026



BREACH OF RULES OF USE

1. The BTA may refuse, suspend or cancel future bookings where these Rules of Use are breached.
2. Repeated or serious breaches may result in the User no longer being permitted to book Courts at the BRTC.

Made under the Committee's powers pursuant to Rules 5 and 42 of the BTA Rules 2025 and approved by Committee resolution dated 21 June 2026.