

# **BENDIGO REGIONAL TENNIS CENTRE (Fosterville Gold Tennis Centre)**

## **VENUE TERMS AND CONDITIONS**

**(May 2021)**

The Bendigo Tennis Association (BTA) operates the Bendigo Regional Tennis Centre (BRTC).

These terms and conditions govern the BRTC. By entering the facility, a patron accepts the following terms and conditions.

1. Entrants acknowledge that they will be exposed to certain risks when using the facility, including but not limited to physical injury and death. All entrants enter the BRTC at their own risk.
2. The BTA will not be liable for any injury, loss or damage suffered by any person entering BRTC (including liability for any injury, loss or damage caused by the negligence of BTA or its employees or agents). To the extent permitted by law, entrants agree to release, indemnify, and hold harmless the BTA and its employees, representatives, and agents from and against all losses, liabilities, expenses, claims, demands, suits and damages whatsoever and howsoever arising resulting from or in connection with an entrant's use of the BRTC.
3. Entrants authorise the BTA to obtain medical assistance, treatment and transport as deemed reasonably necessary by the BTA and acknowledge that they will be responsible for any costs associated with any such medical treatment and/or transportation.
4. Entrants must behave appropriately and always follow the lawful directions of the BTA. Derogative comments, abusive language and inappropriate or disruptive behaviour will not be tolerated.
5. BRTC members or public users must not run organised or advertised events at the BRTC without prior written approval from the BTA.
6. If an entrant causes any damage to BRTC property, they must make good the damage.
7. The BTA reserves the right to refuse entry to any person or remove any person from the BRTC.
8. Entrants are responsible for their own property at all times. The BTA does not accept any responsibility for any property that is stolen, lost or damaged in the BRTC facilities (including the change rooms).
9. Entrants must check in with BRTC reception prior to using the courts during opening hours and use their unique pin code after hours.
10. Entrants must book, and if applicable pay for, the use of the courts prior to use. BRTC members are responsible for the payment of their guests' fees. Entrants must strictly adhere to the allocated time slot and correct court number of their booking. Additional court time can be requested through BRTC

reception.

11. Only authorised BTA coaches are permitted to provide tennis coaching services at BRTC. No person other than authorised BTA coaches may use coaching baskets or other coaching equipment on court. Entrants must not receive any tennis coaching or lessons at BRTC except from an authorised BTA coach.
12. Entrants must wear appropriate attire (including shirts and non-marking footwear on courts).
13. The use of cameras and other photographic or recording equipment (including mobile phones) at BRTC is not permitted without prior written consent from the BTA.
14. Security cameras may operate within BRTC. Entrants acknowledge that they may be filmed.
15. Smoking is not permitted within the BRTC.
16. All alcohol consumed at the BRTC must be purchased onsite. The BTA complies with the licenced venue award and no alcohol may be bought onsite.

**WARNING:**

If the Entrant participates in activities at the BRTC, the Entrant has a right to sue BTA under the Australian Consumer Law and Fair-Trading Act 2012 (Act) if the Entrant is killed or injured because the activities at the BRTC were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

NOTE: The change to the Entrant's rights, as set out in or on this sign does not apply if the Entrant dies or is injured due to gross negligence on the BTA's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 and section 22(3)(b) of the Act.