Member Terms of Service

Purpose: This document applies to all bookings, memberships and participation in activities at Kingscliff Tennis Club ("KTC"), subject to applicable laws.

Important: Read this document carefully before booking, joining or participating. It includes acknowledgements of risk, release and indemnity provisions.

1. Scope and Agreement

These terms apply to all bookings. By booking, purchasing a membership or participating in an activity, you agree to the applicable terms in this document.

Membership conditions are established to support the enjoyment of the centre by all members. On acceptance of a membership agreement by KTC, the person is referred to as a "Member" and has the usage rights and obligations set out here and in the Club Conditions of Entry.

This agreement is legally binding whether use of the facility and its services is determined and paid for annually or otherwise.

2. Court Booking and User Responsibilities

- Courts must be booked prior to play. The person who makes and pays for a booking is the "Booking Holder".
- Courts are for the sole purpose of playing tennis for personal, recreational use. Booking for unauthorised activities (personal or professional) is a breach of contract.
- A maximum of 2 players is permitted for singles and 4 players for doubles.
- A maximum of two hours per day may be booked on one court. You may not book adjacent courts for the same period.
- You must vacate the court promptly when your booking ends, being mindful that other players may be waiting.
- COMPLIMENTARY DAY TIME COURT HIRE IS FOR MEMBERS ONLY[1]
- Player details are to be added under the "Participant" section of the booking form.
- The appropriate court hire fee for your guests must be paid prior to play.
- Cancel a court if it is no longer required.
- Do not ask another member to make a court booking on your behalf.

[1] Excludes Competition Only members

- Enter the PIN to unlock the courts before entering, even if the gate is already open.
- Lock the gate if you are the last player on the court.

3. Accounts and Unauthorised Activity

Users are responsible for protecting the confidentiality of their password and/or email address. Use of registration information by another person or third party is prohibited. Notify KTC immediately of any unauthorised use or known security breach.

- Credential sharing: Sharing login details or PIN codes to enable unauthorised access to member rates is prohibited.
- Unauthorised event hosting and coaching: Events, programs, coaching or hitting sessions may not be hosted without KTC's prior written authorisation, whether paid, unpaid, social or voluntary.
- Personal use only: Bookings must not facilitate organised play involving collection of fees from participants.

KTC may remove special discounted rates or revoke booking privileges for breaches. A breach of membership conditions may result in immediate membership cancellation and a permanent booking ban.

4. Court, Facility and Conduct Rules

4.1 Equipment, rubbish, food and drink

- Remove all items and waste brought onto the court after the session, including ball-can lids and empty cans, used overgrips, discarded racquet strings, tape, medical bandages and general litter.
- Water, sports drinks, protein bars and energy gels may be brought for hydration and energy, provided they are stored securely to prevent spillage.
- Alcohol and messy or greasy foods, or foods that generate significant waste are not permitted on court.
- Smoking and vaping are prohibited anywhere in the facility.

4.2 Surface, animals and noise

- Bicycles, scooters, skateboards and other wheeled equipment are prohibited on court surfaces, except approved maintenance equipment.
- Dogs and other pets are not permitted within fenced court areas. Dogs elsewhere on the premises must be kept on a lead and supervised at all times.
- Portable music systems and external speakers are not permitted.

4.3 Dress code and tennis etiquette

- Proper tennis shoes must be worn at all times. Shoes with ripple soles, studs or other hard protrusions are not permitted. Members must wear appropriate sports attire on court.
- Wait until a game or point has finished before walking onto a court.
- Introduce yourself to new players.
- Have two balls ready when about to serve. Serve when both server and receiver are ready.
- The receiver calls the serve when it is near the centreline or sideline. The receiving net player calls the service line.
- Call a ball out when you are in a position to do so, even if the point is not in your favour. Call lines honestly and give your opponent the benefit of the doubt on close calls.
- If querying a line call, ask, “Are you sure of your call?”.
- The server is responsible for keeping score and should state the score clearly before each point.
- Return balls for service when the server is ready to receive them.

4.4 Children and young people

KTC will uphold practices that promote the safety, welfare and wellbeing of children and young people. All participants and guests must behave responsibly.

5. Membership Conditions

- Membership commences on the date stated on the enrolment agreement, or the commencement date notified at purchase.
- Memberships are for individual recreational use only and are non-transferable. Membership rights, privileges and benefits may not be sold, exchanged, transferred or assigned.
- Memberships cannot be used by external commercial coaches or for unauthorised coaching, hitting sessions or social programs.
- Membership fees must be paid in advance. Memberships are non-refundable to the extent permitted by law.
- Membership benefits, rights and entitlements cease automatically when membership expires or is terminated.
- KTC may introduce or vary member rules, policies, guidelines and codes of conduct. Reasonable notice of changes will be provided by posting on the website or otherwise notifying members.
- Members must comply with member rules. Failure to do so may result in suspension or termination of membership.

6. Risk Warning, Health and Medical Assistance

This waiver applies to all tennis, sporting and lifestyle activities ("Activities") conducted by Kingscliff Tennis Club Incorporated ("Organiser") at 34 Viking Street, Kingscliff NSW 2487.

By participating, you acknowledge and accept that tennis and other Activities may involve vigorous physical exercise and inherent risks, including but not limited to:

- Physical environment: Rough terrain, obstacles, overexertion and extreme weather, including heat and cold.
- Accidents: Collisions with other participants, spectators or equipment.
- Injury: Physical or mental injury, including sprains, broken bones, spinal injury, paralysis, illness or death.
- Unauthorised activity: Risks arising from coaching or hitting sessions conducted by people not authorised by KTC.

You have been advised to consider your health, age, health history, weight, general fitness and physical condition before participating. You acknowledge that KTC staff and volunteers are not medically trained and are not qualified to assess whether you are in a suitable condition to exercise.

You declare that you are mentally and physically able to participate and warrant that you are physically fit and able to engage in exercise and fitness programs at the centre. You consent to KTC staff, volunteers or emergency professionals providing medical care or transportation if injury occurs and agree to pay costs incurred for medical or ambulance assistance.

7. Participant Release and Acknowledgement

You acknowledge that your person and property are at your own risk while on KTC premises or participating in an activity organised, approved or endorsed by KTC. You release KTC from liability, claims, costs or expenses arising from the risks described above and that you will not hold KTC liable for personal injury or loss of property that may arise from negligence of KTC, its servants, agents, independent contractors, volunteers, other facility users, participants, spectators or other parties providing services through or in KTC facilities.

8. Booking Holder and Guest Responsibility

The Booking Holder is responsible for all individuals who accompany them onto the court or enter the facility under the booking ("Guests"). The Booking Holder agrees that:

- You have informed all Guests of this waiver, risk warning and the inherent risks of the Activities.
- You accept the waiver terms on your own behalf and on behalf of Guests and warrant that you have authority to bind those Guests to the terms.
- You are responsible for players listed under the booking and for paying applicable guest court hire fees prior to play.
- You acknowledge that unauthorised instruction, whether paid or unpaid, is being provided without the Professional Indemnity and Public Liability insurance required by KTC.

The Booking Holder is personally liable for injury to Guests or damage to third-party property occurring during the booking, and agrees to indemnify KTC, its employees, volunteers and Tweed Shire Council against claims, legal costs or damages arising from unauthorised coaching or negligent acts during the booking.

A Guest's violation of these terms or the waiver is treated as a violation by the Booking Holder. The Booking Holder agrees to indemnify the Organiser against claims, losses or liabilities brought by a Guest where the claim is contrary to the waiver.

9. Minors and Parent/Guardian Consent

Where a participant is under 18, a parent, guardian or supervisor must:

- Consent to the minor's participation.
- Provide the acknowledgements and indemnities in this waiver on the minor's behalf.
- Remain present to supervise the minor during the Activities.

10. Photography, Promotion and Communications

Members give permission to be photographed or videoed while participating in tennis activities and consent to the images being used for publicity, including website and social media promotion.

Members give permission for KTC to send emails and SMS messages about centre-based promotions.

Personal information will remain confidential.

11. Facility and Service Availability

A facility or service within the club premises may be unavailable at any time because of a prior booking, mechanical breakdown, fire, catastrophe, loss of lease or any other reason. The Member agrees not to hold the club responsible or liable for such occurrences.

12. Termination and Cancellation

These Terms continue until terminated by you or KTC. You may terminate by notifying KTC in writing via the 'Contact Us' link on the website. KTC may terminate the Terms by written notice, if you have breached or intend to breach a provision, or if KTC is required to do so by law.

13. Privacy and Security

KTC takes privacy and data security seriously. Personal information provided during service purchases is subject to applicable laws.

14. General Legal Terms

14.1 Entire agreement

These Terms constitute the entire understanding between the parties and supersede prior agreements, understandings and communications, whether written or oral.

14.2 Governing law and venue

The Terms are governed by the laws of New South Wales, Australia, and that the exclusive venue for disputes arising out of or relating to Products or the website is the courts of New South Wales, Australia.

14.3 Survival

Payment obligations, confidentiality provisions and indemnities survive termination of these Terms.

14.4 Force majeure

KTC will not be liable for loss resulting from delay or failure to observe these terms because of a force majeure event. KTC's obligations are suspended until the cause ceases. Force majeure includes fire, lightning, earthquake, explosion, flood, subsidence, insurrection or civil disorder, military operations, terrorism, expropriation, strikes, lock-outs or other industrial disputes not relating solely to the affected party, and any other event beyond that party's reasonable control, but not an act or omission of the other party.

14.5 Severence

If a court of competent jurisdiction finds any part of these Terms void or unenforceable, that part will be severed and the remainder will remain in force.