



# Terms and Conditions

## GENERAL INFORMATION

### Court for Hire

We have available for hire Tennis Courts and Volley Ball Courts.

User groups are required to hold a current public liability insurance and provide a copy to RLSSQ upon request. The user group is responsible for all of their participants when on site. No responsibility will be held or taken against the provider, The Plantation Aquatic Centre. Participants must be informed of all pool and general rules. Staff must be informed on the day of hire how many participants may be expected in the event of an evacuation.

### Court Times/Availability

Tennis Court and Volley Ball Court hire is available for a minimum of one hour and for time period of 1hour thereafter. Tennis courts are generally available from 8 am to 6 pm, seven days a week exclusive of public holidays. Please note that we may close the facility (or parts of the facility) or choose not to hire courts at any time.

### Cancellation/Refund Policy

Once booking is confirmed it is not able to be cancelled with less than five (5) days notice, however we are happy to re-schedule your court hire to a time convenient to both parties (subject to court availability). Booking can only be re-scheduled once.

### Cancellation due to Inclement Weather

In the event of inclement weather, if you contact us within one (1) business day after the hired date, a new date will be negotiated within the current financial year at no additional cost. Inclement weather is extreme weather that is rain, thunderstorm or extremely hot weather above 38 degrees Celsius at the time of the allocated booking.

### Court Inspection

Prior to using the Court, you will undertake a visual inspection to check for any hazards. Please report all hazards to our staff so that they can rectify any hazards. You agree not to use the Courts if you are aware of any hazard that may give rise to an injury to you or a participant.

### Court Hire Inclusions

Court Hire inclusion:

- Use of Tennis or Volley Ball Court
- Use of Facilities which include:
  - Pergolas (subject to availability)
  - Use of BBQ
  - Children's playground
  - Use of playing field (unless otherwise booked)

Court Hire does not include:

- Tennis Ball, Rackets or ball
- Umpire.
- Footwear or clothing.
- General entry into the facility pools. General entry fees apply unless organised with the Manager

### Reporting of Accidents and Injury

You are to report all accidents and injury to staff.

### Emergency response

In the event of an evacuation, the user group is responsible for their participants evacuating to the emergency assembly point. Before hiring of the courts, a basic induction will be held to provide evacuation and emergency responses required from the user group in such an event. The user group must follow the instructions of all staff members in the event of an emergency.

### Clothing

You are required to wear appropriate clothing and shoes at all times. Tennis shoes must be white sole (non-scuff style).

## TERMS AND CONDITIONS: PHYSICAL ACTIVITY PROGRAMS

### THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY.

#### 1) Definitions – in these terms and conditions:

- a) "RLSSQ" means and includes Royal Life Saving Society Queensland Inc, its subsidiaries, staff, members, and their respective directors, officers, members, servants or agents.
- b) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Enrolment, but does not include a claim by any person expressly entitled to make a claim under an RLSSQ insurance policy;
- c) "Activity" means (but is not limited to) use of the Tennis Courts, Volley Ball Courts, Football and/or Basket Ball facilities, or any physical activity program being conducted at, by or on behalf of RLSSQ and undertaken by You, Your group and/or Your children.
- d) "You" or "Participant" includes the person or entity who has made or arranged the booking, and any person undertaking the Activity with, in conjunction, or arranged by You, and also includes any person accompanying You or arranged to attend by You.

**2) Risk Warning and Waiver** – Your participation in physical activity is inherently dangerous and may involve risk. There are risks specifically associated with participation and accidents can and do happen, which may result in personal injury, death or property damage. Prior to participating in the Activity, You should ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have. You agree and undertake any such risk voluntarily and at Your own risk.

**3) Release & Indemnity:** In consideration of RLSSQ accepting Your booking, to the extent permitted by law You:

- a) release and forever discharge RLSSQ from all Claims that You may have or may have had but for this release arising from or in connection with this application and/or undertaking the Course; and
- b) release and indemnify RLSSQ against any Claim which may be made by You or on Your behalf for or in respect of or arising out of Your death whether caused by the negligence or breach of contract by RLSSQ or in any other manner whatsoever; and
- c) indemnify and will keep indemnified and hold harmless RLSSQ to the extent permitted by law in respect of any Claim by any person:
  - i) arising as a result of or in connection with You undertaking the activity; and
  - ii) against RLSSQ in respect of any injury, loss or damage arising out of or in connection with Your failure to comply with the rules or directions of RLSSQ (or any authorised person), save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of RLSSQ.

**4) Insurance** - You acknowledge and agree that RLSSQ has not arranged insurance coverage for loss, damage or injury that You may cause during Your participation in the Activity. You further acknowledge and agree that RLSSQ does not provide any insurance in relation to loss, damage or injury that You suffer during Your participation in the Activity. You agree that Your own insurance arrangements are ultimately Your responsibility and You will arrange any insurance coverage at Your expense after taking into account Your own circumstances.

**5) Disclosure of Medical Conditions** – You warrant that prior to participating in the Activity You:

- a) are and must continue to be medically and physically fit and able to undertake and participate in the Activity;
  - b) are not a danger to Yourself or to the health and safety of others; and
  - c) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for You to take part in the Activity.
- You acknowledge that You must, and You agree that You will, disclose in writing any pre-existing medical or other condition that may affect the risk that either You or any other person will suffer injury, loss or damage. You acknowledge that RLSSQ relies on information provided by You and that all such information is accurate and complete.

**6) Reporting of Injury** - You agree to report any accidents, injuries, loss or damage You suffer during the Activity to us on the day such occurs or is known. You will assist us prepare an incident report in respect of such incident and will provide all documents request of You to us upon request.

**7) Treatment** - You consent to receiving any medical treatment that the Activity organisers or their authorised representatives consider necessary or desirable during or after the Activity and agree to reimburse RLSSQ for any costs or expenses incurred in providing such medical treatment.

**8) Bar to proceedings** – RLSSQ may plead this document as a bar to proceedings now or in the future commenced by or on behalf of You or by any person claiming through You. Where You seek to commence proceedings against RLSSQ, You:

- a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- b) waive any right to object to the exercise of such jurisdiction;
- c) will, where You seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by RLSSQ) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by RLSSQ to remove the proceedings to the jurisdiction in which any incident occurs;
- d) will pay the costs of any application made by RLSSQ under paragraph 9 (c) and will consent to any application for security of costs made at any time by RLSSQ; and
- e) Consent to paying RLSSQ's legal defence costs of the proceedings (on a solicitor client basis) where RLSSQ successfully defends the proceedings.

**9) Governing Law** – The governing law of this agreement is the law of the state of Queensland ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

**10) Prevailing conditions** – You acknowledge and agree that outdoor activity can and will be affected by the weather which may change without warning and there is often an element of the "luck of the prevailing conditions" when undertaking certain elements of the Activity over which RLSSQ has no control.

**11) Use of Image** – You acknowledge and consent to photographs and electronic images being taken of You during the Activity. You acknowledge and agree that such photographs and electronic images are owned by RLSSQ and RLSSQ may use the photographs for promotional or other purposes without Your further consent being necessary.

**12) Privacy** – You understand that the personal information You have provided is necessary for the conduct and management of the Activity and that it is collected in accordance with our Privacy Policy (available from [www.rlssq.com.au](http://www.rlssq.com.au)). You acknowledge that we may use or disclose Your personal information for the purposes of conducting and administering the Activity or promotional material or otherwise in accordance with our Privacy Policy. RLSSQ may share Your information with third parties such as affiliates; course providers; trainers; contractors; companies engaged by RLSSQ to carry out functions and activities on RLSSQ's behalf including direct marketing; and RLSSQ's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however Your information is not generally disclosed to anyone outside Australia. You understand that our Privacy Policy contains information about how You may access and request correction of Your personal information held by us or make a complaint about the handling of Your personal information and provides information about how a complaint will be dealt with by us. You acknowledge that Your Activity Enrolment may be rejected if the information is not provided. If You do not wish to receive promotional material from our sponsors and third parties You must advise us in writing or via the opt-out procedures provided in the relevant communication.

a) RLSSQ may collect information about race or ethnic origin and use or disclose such information to government departments or agencies (including those that have provided or will provide funding to RLSSQ) for statistical purposes about the demographics of participants in RLSSQ Courses. You are not required to provide this information and if You do not do so, Your participation in a Activity will not be affected.

**13) Entire agreement** – This agreement constitutes the entire agreement between the parties in respect to the Activity and supersedes all other agreements, understandings and representations and negotiations with RLSSQ in relation to the Activity.

For the purpose of clarity, the General Information, website information and all declarations on a booking form are part of this agreement. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

**14) Statement of Understanding** – You have read, or have had read to You the above conditions and having understood the same, You consent to undertaking the Activity and doing so on the basis set out in this agreement.

**These Terms and Conditions are essential terms of the contract between You and RLSSQ when undertaking an Activity with us.**