

Maroondah Nets Adult Programs Terms & Conditions

Conditions of Use and Entry

All patrons must abide by the Maroondah Leisure Code of Conduct which is available at www.maroondahleisure.com.au/conduct

Pickleball Sessions

Cancellation of pre-paid pickleball sessions

Participants can cancel a pre-paid online pickleball booking prior to the session commencing. Participants will be issued with a product credit that can be applied to future bookings of that same session type.

Management may cancel a pickleball session should registrations be deemed too low. A credit or refund will be provided to any registered participants.

Relocation of pickleball sessions

At times indoor pickleball sessions may be required to be relocated outdoors. Should this be the case management will endeavour to provide notice to participants and any participants who have pre-paid will be offered a credit or refund should they no longer wish to attend.

Adverse Weather Policy

For pickleball sessions occurring on the outdoor courts the adverse weather policy will be applied as required:

Hot Weather: If at the start of any outdoor pickleball session the air temperature on court exceeds 34 degrees, the hire will be cancelled by management and a refund provided.

Wet Weather: Management may cancel an outdoor pickleball session on the day if the weather is raining or day has a forecast for adverse weather conditions. A refund will be provided.

Throughout the session time should it be deemed unsafe to continue use of outdoor courts due to:

- Amount and intensity of rain, sleet, hail
- Thunderstorm activity with lightning
- Water volume on the courts
- Increased heat above 34 degrees

Management will cancel the session and a refund will be provided if cancellation occurs in the first half of the session time. No refund will be issued should the session be cancelled in the second half of scheduled time.

Adult Programs

Cancellation of an adult program

Management will provide participants notice of any program cancellations to the best of their ability. Every effort will be made to relocate or reschedule activity however this cannot be guaranteed.

Indemnity

The User will:

- Abide by all policies, rules and regulations of The Rings
- Accept all risks and accept full responsibility for any harm or injury whatsoever that may be incurred or suffered by them, The Rings, or any other party with respect thereto
- Accept all financial responsibility for any damages or replacement costs whatsoever that may be incurred whilst they are hiring an area within the facility
- Agree to indemnify and save harmless The Rings against any claim, action, proceeding or legal process of any kind whatsoever which may be brought by the User or on behalf of the User, their estate or any other party, arising out of or connected in any way with their use or hire of an area within the facility or any physical or other activities associated therewith

Australian Consumer Law

The Australian Consumer Law (CL) permits a supplier of recreational services to ask you to accept some limitations on the statutory guarantees set out in this form. Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise and as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the Warning provided herein, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in the statutory guarantees) in connection with or under this agreement but to avoid doubt we do not exclude liability for our gross negligence.

Privacy and Data Protection

Maroondah City Council is committed to the principals as prescribed by the *Privacy and Data Protection Act 2014*. The information on this form is being collected to ensure accurate enrolment and contact details and facilitating the provision of our services to you.

Your information will be accessed by Maroondah City Council staff for internal and administrative purposes, debt collection purposes or to communicate promotional offer and membership benefits, newsletters and special events to you. Your information will not otherwise be disclosed except to our professional advisors, debt collection services providers, third parties providing benefits to our members and financiers or government authorities or organisations as required or authorised by law. Maroondah City Council has appointed a Privacy Officer to assist in the implementation of the legislation in addition to handling any enquiries. Our Privacy Officer may be contacted on 1300 882 233 or email at privacy@maroondah.vic.gov.au