

Maroondah Nets Facility Hire 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

Casual Hire

Court hire and multi purpose room hire made on a casual basis must be paid prior to arrival to secure booking.

A 48 hour cooling off period applies from the time of the booking being made, following this time the full fee for that booking will be incurred for any cancellation. Failure to pay any cancellation fee incurred may result in future bookings being declined.

Corporate Hire

Ongoing bookings will receive an invoice for hire on a monthly basis.

Notification of cancellation within 14 days of the booking being made will incur a \$0 cancellation fee. However, if cancellation is made after the 14 days of the booking being made, the full fee for that booking will be incurred (with exception to outdoor courts when Adverse Weather Policy is applied).

Adverse Weather Policy

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

Wet weather: Hirer has the opportunity to cancel the outdoor booking up to one hour prior on the day if there is excessive rainfall. A credit for future hire will be provided.

Throughout the hire 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

The hire will be cancelled by management and a refund provided if cancellation occurs in the first half of hired time. No refund will be issued should the hire be cancelled in the second half of hired time.

Maroondah City Council reserves the right to cancel any future bookings if the invoicing payment terms are breached.

Minors

As parent and/or guardian of a minor, you hereby agree to be fully responsible for any and all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision whether in accordance with this Agreement or otherwise.

Indemnity

The User will:

- Abide by all policies, rules and regulations of Maroondah Nets
- Accept all risks and accept full responsibility for any harm or injury whatsoever that may be incurred or suffered by them, Maroondah Nets, 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 Maroondah Nets 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