

BENDIGO REGIONAL TENNIS CENTRE (Fosterville Gold Tennis Centre)

MEMBERSHIP TERMS AND CONDITIONS (May 2021)

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

These terms and conditions govern BRTC memberships. By submitting a BRTC membership, a member accepts the following terms and conditions.

BRTC membership

1. The BRTC membership year is defined as 1 October – 30 September.
2. A BRTC membership may be purchased for a full membership year or pro-rata for the remainder of the membership year.
3. Membership can be purchased in person at the BRTC, by phone or online.
4. BRTC membership fees will be set out at the venue and on the website prior to the start of the membership year.
5. BRTC membership will provide members with:
 - a. Complementary daytime court hire at the BRTC (subject to availability). Note: Court access at night requiring the use of lights will attract a fee for all users (members and non-members).
 - b. 25% discount on BRTC function room facilities.
 - c. Ability to participate in any social competitions run by the BTA at the BRTC.
6. Complementary court hire at the BRTC will be exclusively for BRTC members participating in social tennis – there is no free tennis or complementary court hire for organised competitions. Members are required to submit all court hire bookings through the online 'Book a Court' system (accessible from the BTA website) and are obligated to enter details of all participating players.

Note: Members may play with non-member guests for a scheduled fee per guest.

7. Venue Rules:
 - a. BRTC members must at all times abide by the venue terms and conditions. Latest terms and conditions are published at www.bendigotennis.com.au.
 - b. The BTA reserve the right to refuse entry to any person, including members, if they act unreasonably or breach the BRTC venue terms and conditions.
 - c. The BTA reserve the right to immediately revoke a member's membership, either temporarily or entirely, if continued breaches of the BRTC venue terms and conditions occur.
8. Cancellation of membership:
 - a. In the event a BRTC membership is cancelled, the following will apply:
 - i. More than 6 months' membership remaining – 50% refund.
 - ii. Less than 6 months' membership remaining – no refund.
 - b. A BRTC membership may be cancelled in person by BRTC staff members, or in writing to gm@bendigotennis.com.au.

9. Cancellation of membership by BTA:
 - a. The BTA can cancel a membership under the following conditions:
 - i. A member acts inappropriately or unreasonably.
 - ii. A member behaves in a way that is inappropriate, such as threatening or harassing others, damaging equipment, or using illegal drugs.
 - iii. A member repeatedly breaches the membership terms and conditions or any BTA rules.
10. Change in BRTC membership terms and conditions:
 - a. The BTA reserve the right to change the BRTC membership fees at any time.
 - b. The BTA reserve the right to change, modify or update rules and or terms and conditions relating to BRTC membership or use of the venue at any time.
11. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR-TRADING ACT 2012
 - a. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the BTA is required to ensure that the recreational services it supplies to members are rendered with due care and skill; and are reasonably fit for any purpose which a member, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result the member has made known to the supplier.
 - b. Under section 22 of the Australian Consumer Law and Fair-Trading Act 2012, the BTA is entitled to ask a member to agree that these statutory guarantees do not apply to them. Upon registration as a member, the member will be agreeing that their rights to sue the BTA under the Australian Consumer Law and Fair-Trading Act 2012 if they are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted, or modified in the way set out in this form. NOTE: The change to a member's rights, as set out in this form, does not apply if their death or injury is 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 Australian Consumer Law and Fair-Trading Act 2012.
12. Indemnity:
 - a. The member acknowledges that tennis and other activities offered or conducted by BTA or under its auspices are inherently physical and dangerous activities and that you risk injury in participating in such activities.
 - b. By registering as a BRTC member, the member declares that they are medically able to participate in physical activity and acknowledge that they understand and accept the inherent risks of undertaking these physical activities. The member releases and indemnifies the BTA to the full extent permitted by law in respect of any claim, loss, liability, or expense arising because of or in connection with participation in any BTA activity.
 - c. While all efforts are made to ensure your safety, the BTA takes no responsibility for injury, damage, or loss of property.
13. Your Image:
 - a. By using the venue, the member consents to have their image taken, retained, and reproduced. The member acknowledges that all photographs, electronic images, sound recordings, video footage and other records obtained by the BTA (Records) shall remain the property of the BTA. The member consents to use of the Records by the BTA in any way, including but not limited to printed publications and visual media including but not limited to DVDs, the internet, and other electronic formats, without any compensation or notice to the member.
 - b. The member understands that there will be no restriction as to which Records are used, when those Records are used or the number of times the Records are used.

14. Entire Agreement:

- a. The member has an agreement with the BTA once a BRTC membership application is submitted.
- b. This agreement and supporting documentation referred to in this agreement contain the entire agreement between the member and the BTA with respect to its subject matter and supersede all prior representations, agreements, statements, and understandings between the BTA and the member in connection with it, whether in writing or verbal.

15. Privacy:

- a. To assist the BTA in the provision of products and services, some personal information will need to be collected from the member. When the member provides personal information, the member agrees that this will be used by BTA.
- b. If the member does not agree to the provision of personal information, the member must not provide any personal information, and as a result may be unable to access all venue products and services. The BTA may disclose the member's personal information to other parties, including related companies, other Australian Tennis Organisations, and third parties who provide the BTA services. From time to time, these third parties may be located (and therefore personal information may be disclosed) overseas.
- c. The BTA may use and disclose a member's personal information for direct marketing purposes regarding the products and services being signed up to receive unless the member opts out.