



Court Hire & Membership, Equipment Hire, Waiver, and Terms and Conditions (“Agreement”)

Between: Orange City Bowling Club Ltd (“Club”) and the Court Hirer/Membership Holder

1. Court Hire & Membership Agreement

1. Terms of Hire:

The Court Hirer agrees to use the pickleball court(s) in a responsible manner and to follow the specific rules and regulations outlined by the Club. The Club reserves the right to revoke booking privileges for non-compliance.

2. Hire Charge:

The pickleball courts are hired at \$50.00 per hour per court.

3. Membership Options:

Membership packages and associated benefits will be available, including priority booking, discounts, and exclusive events. Membership fees are subject to the terms outlined on our website.

4. Automatic Social Club Membership:

Upon hiring a court or becoming a member of Love Pickle Club, the Court Hirer automatically becomes a Social Club Member of the Orange City Bowling Club Ltd. As a Social Club Member, the Court Hirer has the right to use the Club facilities in the ordinary course, enjoying the same benefits and amenities available to regular Social Club Members.

5. Equipment & Facility Use:

The hire includes access to pickleball courts and associated facilities. The Court Hirer is responsible for any equipment provided, as well as for any damage beyond normal wear and tear.

6. Liability & Risk:

By signing this agreement, the Court Hirer acknowledges the risks involved in playing pickleball and agrees not to hold the Club liable for any injuries or accidents that may occur.

7. Cancellation Policy:

Cancellations must be made 48 hours in advance for a full refund. Late cancellations or no-shows will not be refunded.

8. Weather Policy:

In the case of inclement weather, the Club reserves the right to cancel bookings and reschedule them accordingly.

9. Acknowledgement:

By signing, the Court Hirer acknowledges understanding and agreement to these terms.

2. Equipment Hire Agreement

1. Equipment Provided:

The Club agrees to provide the Court Hirer with a Love Pickle Pickleball Paddle and a Pickleball Ball for use during the court hire period.

2. Hire Charge:

Equipment is provided at \$5.00 per hour for the Paddle and \$2.00 per hour for the Pickleball Ball.

3. Condition of Equipment:

The Court Hirer receives the equipment in good working condition and must return it in the same condition, barring normal wear and tear.

4. Liability for Damage:

The Court Hirer is liable for any damage beyond normal wear and tear and agrees to pay for the replacement cost which will amount to \$70 for Paddle and \$5 for a ball.

5. Loss of Equipment:

The Court Hirer is responsible for the cost of replacement in case of loss.

6. Use of Equipment:

The equipment is to be used solely for playing pickleball within the premises of the hired court.

7. Return of Equipment:

The equipment must be returned at the end of the hire period. Failure to do so will result in replacement charges.

8. Agreement to Terms:

By signing, the Court Hirer acknowledges understanding and agreement to these terms.

3. Waiver

1. Acknowledgment of Risks:

The Court Hirer acknowledges that participation in activities such as pickleball involves inherent risks, including but not limited to, the risk of personal injury, property damage, and economic loss. The Court Hirer understands and accepts that while the Club may take steps to reduce risks, it cannot eliminate all risks associated with the use of the courts, equipment, and related facilities.

2. Release and Indemnity:

In consideration of being allowed to participate in pickleball activities, the Court Hirer agrees to release, indemnify, and hold harmless Orange City Bowling Club Ltd, its officers, employees, contractors, agents, and representatives (collectively referred to as “the Club”) from any claims, demands, actions, or causes of action, including any liability or responsibility for any injury, loss, or damage to the Court Hirer or their property arising out of or connected with their participation in activities at the Club, whether caused by the negligence of the Club or otherwise.

3. Role of Love Pickle Club Pty Ltd as Booking Agent:

The Court Hirer acknowledges and agrees that Love Pickle Club Pty Ltd acts solely as a booking agent on behalf of the Club. By entering into this agreement, the Court Hirer releases Love Pickle Club Pty Ltd, its directors, employees, and agents from any claims, demands, or causes of action, and from any liability for injury, loss, or damage that may arise from participation in activities at the Club.

4. Assumption of Responsibility:

The Court Hirer acknowledges that they have a personal responsibility to act safely and follow the rules and guidelines provided by the Club. The Court Hirer agrees to report any safety hazards or risks identified during their participation immediately to Club management.

5. Medical Fitness Declaration:

The Court Hirer declares that they are physically fit and able to participate in pickleball activities. They understand and agree that it is their responsibility to inform the Club of any medical conditions or pre-existing injuries that may affect their ability to participate. The Court Hirer consents to receive medical treatment deemed necessary in the event of an injury, accident, or illness during participation, and agrees to cover all associated costs.

6. Insurance and Costs:

The Court Hirer acknowledges that the Club does not provide personal accident, medical, or health insurance coverage for participants. The Court Hirer is responsible for obtaining any such insurance coverage at their own expense.

7. Use of Facilities and Equipment:

The Court Hirer agrees to use the facilities and equipment in accordance with the guidelines provided and to immediately report any damage, defects, or unsafe conditions. The Court Hirer acknowledges responsibility for any equipment issued to them during their use of the Club’s facilities and agrees to return it in the same condition.

8. Parental/Guardian Consent:

Where the Court Hirer is under 18 years of age, a parent or legal guardian must provide consent for the minor to participate in activities at the Club. The parent or guardian must accept the above waiver conditions on behalf of the minor.

9. Photography and Media Release:

The Court Hirer consents to the Club's use of photographs, video recordings, or other media taken during their participation for promotional and marketing purposes. The Court Hirer understands that no compensation will be provided for such use.

10. Binding Effect:

This Waiver shall be binding upon the Court Hirer, their heirs, next of kin, executors, administrators, and assigns.

4. Terms and Conditions

1. Booking Process:

Court hire and membership packages are to be booked via the Love Pickle Club website at Lovepicklecluborange.com.au or through the Love Pickle Club App, available for download on the Apple App Store and Google Play Store. Bookings must be confirmed through these platforms, and the Club reserves the right to alter or cancel bookings if necessary. Confirmation emails or in-app notifications will be sent upon successful booking. Court Hirers are responsible for reviewing the details and ensuring all information is correct.

2. Payment Policy:

All bookings and memberships require full payment at the time of reservation. Payment methods accepted are listed on our website and app, and any payment-related disputes must be raised promptly. The Club reserves the right to cancel bookings if payment is not received or is reversed.

3. Refund and Cancellation Policy:

- a. Refunds:** Refunds will be provided in accordance with our cancellation policy, which requires at least 48 hours' notice for a full refund. Cancellations made less than 48 hours prior to the booking will not be eligible for a refund.
- b. Late Cancellations and No-shows:** If the Court Hirer does not show up for the scheduled booking or cancels without appropriate notice, no refund will be provided.
- c. Weather Cancellations:** In the event of inclement weather, the Club reserves the right to cancel or reschedule bookings, and the Court Hirer will be given the option to select an alternative date and time.

4. Membership Policy:

Membership packages may include benefits such as priority bookings, discounts, and exclusive access to events. Details of membership packages are provided on our website and app. Membership fees are non-refundable unless otherwise specified. The Club reserves the right to revoke memberships due to breaches of this agreement or violations of Club policies.

5. Code of Conduct:

Court Hirers, members, and visitors must conduct themselves respectfully and courteously while on Club premises. Aggressive or disrespectful behaviour, harassment, or damage to Club property will not be tolerated and may result in revocation of booking privileges or membership without a refund.

6. Court and Equipment Use:

- a. Court Use:** Courts are to be used solely for pickleball activities. No other sports or activities are permitted without prior approval from the Club.
- b. Equipment Use:** Any equipment provided must be used in accordance with Club guidelines and solely for playing pickleball within the premises of the hired court. Court Hirers are responsible for the care of any equipment issued during their booking period and must return it in good condition. The Club reserves the right to charge the Court Hirer for damaged or lost equipment.

7. Liability and Insurance:

The Club is not liable for any personal injury, property damage, or economic loss sustained during participation in activities. Court Hirers are responsible for obtaining appropriate insurance coverage, as the Club does not provide personal accident or health insurance.

8. Data Privacy:

By booking through our website or app, the Court Hirer consents to the collection and use of personal data in accordance with our Privacy Policy. The Club respects the privacy of its users and will not disclose personal information to third parties without consent unless required by law.

9. Photography and Media:

The Court Hirer consents to the use of photographs, video recordings, or other media taken during their participation for promotional purposes. No compensation will be provided for such use. Any concerns regarding media use should be raised with Club management.

10. Amendments and Modifications:

The Club reserves the right to amend these Terms and Conditions from time to time. Any changes will be posted on our website and app, and continued use of the courts and facilities constitutes acceptance of the updated Terms and Conditions.

11. Dispute Resolution:

In the event of a dispute between the Court Hirer and the Club, both parties agree to first attempt to resolve the matter amicably through direct negotiation. If a resolution cannot be reached, the dispute may be referred to mediation in accordance with the laws of New South Wales, Australia.

12. Acceptance of Terms:

By signing below, the Court Hirer acknowledges that they have read, understood, and agree to the Terms and Conditions outlined above. This agreement is binding upon the Court Hirer, their heirs, and legal representatives.

Signatures

By signing below, the Court Hirer confirms they have read and accepted the **Court Hire & Membership Agreement, Equipment Hire Agreement, Waiver, and Terms and Conditions** as outlined in this document.

Court Hirer's Signature: _____ Date: _____

Parent/Guardian's Signature : _____ Date: _____
(if under 18)