

Geelong Lawn Tennis Club – YMCA Victoria Terms and Conditions of Usage

1. General Purpose of this Terms and Conditions Policy

By becoming a member of the Geelong Lawn Tennis Club (“the Club”) you are given access to the land and facility (“the Centre”) to the extent outlined in your membership type by the Centre Managers, Victorian YMCA Community Programming Pty Ltd (“YMCA Victoria”). All Centre users must adhere to the terms and conditions as listed below. Failure to comply with any of these Terms and Conditions may result in you being refused entry to, or evicted from the premises by YMCA Victoria and any membership you have suspended or cancelled by the Club. The overriding purpose of these Terms and Conditions is to provide a safe and non-threatening environment for all patrons, employees and other users of the Centre and its facilities.

2. Centre Management

For safety and security reasons, all patrons accessing the Centre must:

- (a) obey all signs around the Centre; and
- (b) follow all reasonable requests and instructions given by Centre management and employees.

3. General Terms of Entry

All patrons entering the facility must first check in with staff at the bar/reception area to gain entry to the facility. Bags and other items may be subject to inspection and patrons may be searched. Persons who refuse inspections or searches may be refused entry to the Centre or the ability to remain within it. The consumption of alcohol is not permitted in areas not indicated in the VCGLR Red Line permit. Smoking and drug use is not permitted in the facility. Alcoholic beverages, drugs, weapons or any other substances or objects which are prohibited by law are not permitted to be brought into the Centre. Glass and other breakables are not permitted to be brought into the Centre.

4. Gym Terms of Entry

All members who have access to the gym as part of their membership have access to a free induction conducted by YMCA Victoria. Please speak with or contact the YMCA on 03 5243 2819 to arrange an induction. Any Club members who do not have access to the gym as part of their membership will be refused entry to the gym and may be removed from the facility and may have their membership suspended or cancelled by the Club. All patrons enter the gym and use its facilities at their own risk. To the full extent permitted by law, the Club and YMCA Victoria does not accept liability for any injury or death to any person whilst in the Centre.

5. Child Supervision

All children under 10 years of age must be actively supervised by a responsible person 17 years or older whilst in the facility. Children under 13 years of age are not allowed entry into the gym. All children aged between 13 years and 16 years must be supervised at all times by a parent or responsible guardian of 18 years of age or older (unless in a supervised activity) or by express consent from management.

6. Customer Conduct:

Inappropriate behaviour, physical, verbal or otherwise, by customers towards any employee, contractor, member or guest may result in cancellation of membership and removal from the premises.

Management reserves the right to refuse entry to any person, request any person to leave and the Club may cancel any membership in accordance with its Constitution following a breach of these terms and conditions. Items that, in the opinion of staff, could cause harm or public nuisance, are not permitted within the facility.

7. Emergency Management:

Please follow signage, direction and requests of Management in the event of an emergency.

8. Recording devices:

Cameras, mobile phones and electronic recording devices are not permitted within the change rooms. Permission is required to be obtained from staff in the event you wish to capture images within the fitness, tennis or squash areas prior to taking any photos/videos.

9. Animals:

Only registered guide or assistance dogs are permitted at this facility.

10. Smoking:

The Club is a smoke-free venue. The use of e-cigarettes is also not permitted.

11. Medical conditions and related matters

People with serious medical conditions, including, but not limited to, epilepsy and heart conditions, must report their condition to the Centre Supervisor. Patrons are not permitted to use the facilities of the Centre if they are affected by any drugs, alcohol or medications which may make it unsafe for them to use the facilities. Patrons consent to receiving any medical treatment that the Centre's staff may reasonably consider necessary or desirable in the event that they suffer an injury whilst at the Centre.

12. Commercial and/or business activity

No person entering the Centre shall carry out any form of commercial and/or business activity and/or enterprise within the Centre unless consent has first been obtained from Centre management. If Centre management provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that they comply with the terms of the consent issued by Centre management. For the avoidance of doubt, coaching or training must not be conducted for fee or reward without the prior permission of Centre management.

13. Your Property:

Personal property should not be left unattended onsite. YMCA Victoria and the Club accept no liability for any loss or damage to your personal property on the premises.

14. Membership and Pass Holder Conditions:

Membership and pass holder conditions apply to all members and pass holders.

15. Guest Conditions

Any guests of members using the facilities or non-members will be required to sign a Casual Visit Waiver before accessing the facilities. Management reserves the right to refuse entry to anyone who has not completed this form.

16. Facility Etiquette:

Facility etiquette is displayed in prominent locations around the facilities. Centre users are required to abide by this etiquette at all times. Correct footwear must be adhered to at all times when using the tennis, squash and gym facilities, Management reserves the right to refuse play for anyone deemed to be wearing inappropriate footwear or attire.

17. Programs and Services:

Only Employees or Contractors of YMCA Victoria and the Club can conduct programs or services within the facility.

18. Risk and Injury

Patrons enter the Centre and use its facilities at their own risk. To the full extent permitted by law, the Club and YMCA Victoria does not accept liability for any injury or death to any person whilst in the Centre.

19. Indemnity

To the full extent permitted by law, patrons release the Club, Victorian YMCA Community Programming Pty Ltd and YMCA Victoria Inc from all claims and liability in respect of, and indemnify the Centre fully against claims or liability to any other person and expense the Centre incurs or may incur in respect of any personal injury, death, theft, loss or damage arising from the patron's entry into and use of the Centre and its facilities or the entry or use by minors in their care or control.

20. Right of refusal of entry and eviction

Centre management reserves the right to refuse entry and to evict any person at any time from the Centre at its sole discretion. The right of Centre management to refuse entry to any person or to evict patrons from the Centre includes, but is not limited to, all matters concerning:

- (a) persons acting in a manner that is not compliant with YMCA Victoria's liquor licence;
- (b) persons under the influence of drugs or alcohol;
- (c) dangerous or unsafe behaviour;
- (d) disorderly, disruptive, inappropriate or antisocial behaviour;
- (e) vandalism; and
- (f) admission evasion.

Specifically, Centre management may refuse entry to, or evict a person from, the Centre who in the opinion of Centre management may compromise the safety or overall enjoyment of other patrons of the Centre or its facilities. A person or group refused entry to, or evicted from the Centre, has no right to a refund of any monies paid for admission to the Centre and any request of refund will be refused. Centre management reserves the right to ban a person or group of persons from the Centre for as long as a period of time as it may deem necessary. For the avoidance of doubt, Centre management may decide at its sole discretion to permanently ban a person from the Centre.

21. Liability:

Despite foreseeable risk and the probability of serious harm, the burden of taking reasonable precautions to avoid the risk of harm lies with the customer. These risks include, but are not limited to, loss or damage to personal property, injury or fatality. The customer acknowledges and agrees that he/she uses the facility at his/her own risk. Also, if the customer suffers injury or illness YMCA Victoria and /or its employees or agents may arrange medical treatment as deemed essential for the safety of the customer.