



TERMS & CONDITIONS

- I am bound by the Policies developed by **The Town Padel**, which are amended from time to time. Our policies are available to all users at the club (in printed form) or online on our website. I understand that it is my responsibility to review these policies and any policy changes. In addition to the policies available on **The Town Padel** website, I acknowledge and agree to conduct myself in a manner consistent with The Town Padel's expectations as described below.

1. Conditions of Use and Entry

- I acknowledge that I will be exposed to certain risks when using the facilities, including but not limited to physical injury and death. I know I enter **The Town Padel** at my own risk.
- I am responsible for my own property at all times. **The Town Padel** does not accept any responsibility for any property or vehicle that is stolen, lost, or damaged at the Padel facility or the 61 West High (Key Community Group) property.
- **The Town Padel** will keep all lost items in a designated Lost Property area, located in the pro shop.
- Security cameras operate within **The Town Padel** area. I know that I may be recorded on camera.
- Children under 10 years of age must always be supervised by an adult and be responsible for any damage caused by the child to the facility.
- Dogs are permitted at **The Town Padel**; They must be on their leash at all times. The owner of the dog will be responsible for any damage caused by the dog to other persons or to the facility.
- **The Town Padel** staff will take images and videos and will have the right to use them on social media with the goal of promoting the padel club.
- **The Town Padel** reserves the right to refuse entry to any person or remove any person from the facility for any breach of the policies or any other reason.
- I acknowledge that I will be respectful to everyone at the club. I will wear appropriate shoes and I will play with a t-shirt on at all times. I am aware that chewing gum is forbidden on the courts.
- I acknowledge that I am not able to play padel if I have been drinking alcohol.
- **The Town Padel** will not be responsible for any patrons drinking alcohol. All patrons are able to drink alcohol only when purchased from **The Town Padel Bar**. Bringing your own alcohol is forbidden at our premises.

2. Medical & Liability

- I authorize **The Town Padel** to obtain medical assistance, treatment and transport as necessary for myself and acknowledge I will be responsible for any cost associated.
- By signing this agreement, I acknowledge and agree that the staff at **The Town Padel** will act on my behalf, according to their best judgement, in any emergency/incident where I might require medical attention.
- I release **The Town Padel** from any and all liability for injury or illness and cost incurred whilst undertaking a program or event at the Padel facility.
- **The Town Padel** staff will advise pregnant women that there may be risks involved and encourage them to obtain medical advice about those risks. Pregnant women should be aware that their own health and wellbeing, and that of their unborn children, are of utmost importance in their decision making about the extent and manner in which they participate in our sport and at our facilities.
- If you haven't exercised regularly in a while or if you are unsure of your health status, have health problems or are pregnant, please consult with your doctor before starting any exercise program and obtain a medical clearance.

3. Cancellation Policy

Weather:

- Cancellations due to weather conditions. Cancellations are accepted when it rains and play has to stop or temperatures reach over 37°C. Cancelling the booking with us and you will receive a 100% refund given as a credit
- Cancellations due to rain will be refunded when **The Town Padel** decides it is not safe to play.
- If while playing rain starts and you can no longer continue, then you can ask to be refunded the time remaining.

How to cancel:

- Online Bookings can be cancelled online up to 24 hrs before the booking.
- Bookings must be cancelled online through your account. If any issue, please contact us by WhatsApp +61 0412 652 315 or email hello@thetownpadel.com

Timeframes:

- Court Hire. Cancellations made over **24hrs BEFORE**: 100% refund, given as a credit voucher. Cancellations made **LESS THAN 24hrs before** the court hire will not be refunded.
- Social Padel. Cancellations made **24hrs BEFORE** a social session: 100% refund, given as a social credit or credit voucher. Cancellations made **LESS THAN 24hrs** before the social the fee will not be refunded.
- **NO SHOW** in a social session: a refund will not be issued.
- Cancellations by Management. **The Town Padel** reserves the right to cancel any bookings at any time due to weather, court maintenance or for any other reason related to our business operations and offer to help to re-schedule another time or date or issue a credit voucher accordingly. This cancellation policy is subject to be changed at any time convenient for **The Town Padel**.

4. Extreme Weather Conditions

- **The Town Padel** will follow the weather forecast by BOM. In case of an event, when there is a prediction of temperature higher than 37 degrees Celsius, **the Town Padel** will automatically cancel all matches during that time. **The Town Padel** is not responsible for any damage if players decide to play outside opening hours. Players are fully responsible for their choice to play under a heat wave or under any other adverse weather conditions.
- **The Town Padel** provides free sunscreen for everyone playing padel, located at the shop.
- **The Town Padel** reserves the right to close the club at any moment that it is considered that the conditions are dangerous for the health and safety of players; like rain, wind or extreme heat.

5. Bookings & Communications

- Bookings for court hire will be made via the online booking system, our app, in person at the club or via email and phone.
- Bookings by Facebook or Messenger, Instagram or any social media platform will not be accepted.
- **The Town Padel** will organize Whatsapp groups to encourage playing padel with other people of a similar level. These groups will only be used by **The Town Padel** staff to communicate news or by the players to encourage play **only at The Town Padel**.
- It is forbidden to use these groups to promote playing padel at other venues. Respect and an ethical use of the groups is expected (do not use images, words or any material that can be offensive to anyone). **The Town Padel** reserves the right to remove any player from these groups that is not showing rule abiding behaviour.
- **The Town Padel** is not responsible for any activity related to the formation of other groups or Facebook groups set up by players at **The Town Padel**.

6. Functions & Events

- We can hold your tentative day/time booking for one week only. After that period, the day/time booking needs to be confirmed or will be automatically cancelled. A \$150 deposit will be taken to confirm the booking will be deducted from your final account, being refundable in case of severe weather conditions. Final arrangements need to be arranged no less than 3 weeks prior to the event and include: day/time, padel, food and drink package and number of guests.
- Dietary Requirements and final number of guests need to be confirmed 10 days prior to the event, at the latest. If a tournament needs to be arranged, names of players/couples need to be emailed to hello@thetownpadel.com no later than 3 days prior to the event. In the case of late notice for a tournament, **The Town Padel** will not be responsible for the delivery of the event. The client will be in charge of organizing this tournament.
- In the event of a function being cancelled within 72 hours of the date booked, we reserve the right to charge 50% of the estimated value of the function. Should the function be cancelled within 48 hours we reserve the right to charge 100% of the food and 50% of the court hire package.
- **The Town Padel** does not accept responsibility for damage to, or loss of, any client's property left on the premises prior to, during or after a function. Any damage to **The Town Padel** will be the financial responsibility of the organiser.
- By agreeing to this waiver you become a social member at **The Town Padel** Club that will give you the right to be served alcohol from their bar. Alcohol must be served from the bar and in the areas under the licence.
- Under the liquor licensing laws of NSW, we have a duty of care to all our clients and reserve the right of our duty manager to refuse service of alcohol to persons he/she deems are intoxicated and may do harm to themselves or other patrons or property.

7. Use of Photos on Social Media

- **The Town Padel's** marketing strategy involves the use of photos and videos taken while people are playing at the padel facility.
- **The Town Padel** understand that if you don't express your opposition, we have your permission to post photos and videos on social media.

8. Waiver and Release

- I agree to abide by the policies of **The Town Padel**. I am responsible for any damage to the equipment which I may cause due to negligence.
- I, the participant HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **The Town Padel**, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, **The Town Padel**, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.
- I understand that the activities, in which I will participate, may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims of damage, injuries and death sustained to me or my property, that I may have against the aforementioned release party to such activities, including claims in tort, contract, equity or otherwise.
- I acknowledge, agree, and represent that I understand the nature of **The Town Padel**, I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity
- By this Waiver, I assume any risk, and take full responsibility and waive personal injury; death, damage, or loss of personal property, associated with **The Town Padel**, including but not limited to using the facility and its equipment in any manner, form or fashion, and participating and/or engaging in any aerobic activity, taking aerobics classes or other cardiovascular activity classes at the facility, or action sport activities, and/or engaging in weightlifting activities, massage, event or other related activities on and off the premises.



- This WAIVER AND RELEASE contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.
- The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **The Town Padel**, whether by agreement, by operation of law, or otherwise.
- I have read, understood and fully agree to the term of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.
- Nothing in this waiver effects the binding nature of other warranties, representations, acknowledgement and information in this document.
- I understand that these Terms & Conditions may change when needed.