

# RACQUET CLUB (RC)

## TERMS & CONDITIONS

**Version:** June 2026

**Effective Date:** 01/06/2026

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## 1 General Terms & Definitions

### 1.1 About This Document

These Terms are issued by the RC operating entity that owns or manages the venue at which you book courts, access facilities, or purchase a membership. Each venue is a separate legal entity. "RC" in these Terms refers to that specific operating entity only — not any affiliated entity, related company, or group.

Each RC entity operates independently and is solely responsible for its own acts, omissions, and obligations. No other RC entity accepts liability for the acts or omissions of another RC entity.

By using any RC facility, making a booking, accessing facilities, participating in a program, attending an event or purchasing a membership, you agree to be bound by these Terms and any additional terms that apply to your specific venue, booking membership tier, program, event or service.

### Racquet Club Venues: Legal Entities

Venue	Operating Entity	ABN	Registered State
Gold Coast	Gold Coast Racquet Club Pty Ltd	17 677 125 487	QLD
Sydney	Sydney Racquet Club Pty Ltd	98 672 722 664	NSW
Canberra	Canberra Racquet Club Pty Ltd	93 682 880 431	ACT

## 1.2 Definitions

In these Terms, the following words have the meanings set out below unless the context requires otherwise:

<b>Term</b>	<b>Meaning</b>
<b>RC / we / us / our</b>	The Racquet Club operating entity for the venue you are using, as identified in the Venue Entities table in Clause 1.1.
<b>You / your / Member</b>	The individual who has agreed to these Terms, whether as a casual user, club member, or Founding Member.
<b>Founding Member</b>	A member who has purchased a Founding Membership under the Gold Coast Founding Membership Terms & Conditions (Section 5).
<b>Founding Number</b>	The unique permanent identifier assigned to each Founding Member at the time of purchase.
<b>Effective Date</b>	The date on which the club opens to members for regular play, as notified by RC in writing.
<b>Membership Fee</b>	The annual or monthly fee payable for the relevant membership tier, as set out in the applicable membership schedule.
<b>Booking</b>	A court reservation made through Playtomic or any other booking method approved by RC.
<b>Off-Peak Hours</b>	Hours outside designated peak periods, as published on the RC website and updated from time to time.
<b>Peak Hours</b>	Designated high-demand time slots, as published on the RC website and updated from time to time.
<b>Playtomic</b>	Playtomic Pty Ltd, the independent third-party platform used for court bookings. RC does not own or operate Playtomic.
<b>Club Rules</b>	RC's rules of conduct, court etiquette, and facility policies published at [ <a href="https://racquetclub.com.au/terms">https://racquetclub.com.au/terms</a> ] and updated from time to time.
<b>Venue</b>	The RC facility at which you have made a booking, hold a membership, or are accessing services.

## 1.3 Governing Law & Jurisdiction

These Terms are governed by the laws of the State or Territory in which the relevant RC venue is located.

For bookings, memberships, programs, events, services, or facility access at Racquet Club Gold Coast, these Terms are governed by the laws of Queensland, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

For bookings, memberships, programs, events, services, or facility access at Racquet Club Sydney, these Terms are governed by the laws of New South Wales, Australia, and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

For bookings, memberships, programs, events, services, or facility access at Racquet Club Canberra, these Terms are governed by the laws of the Australian Capital Territory, Australia, and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Nothing in these Terms limits, excludes, or modifies any right, remedy, guarantee, warranty, or condition that you have under the Australian Consumer Law (Schedule 2, Competition and Consumer Act 2010 (Cth)) or any other applicable legislation that cannot lawfully be excluded, restricted, or modified by contract.

## 1.4 Privacy and Personal Information

RC collects and handles personal information in accordance with its Privacy Policy and applicable privacy laws.

RC collects personal information — including your name, contact details, date of birth, and payment information — to process your membership or booking, operate the club, and communicate with you about services and events.

Your information may be shared with third-party service providers where reasonably necessary to deliver our services, including our booking platform, payment processors, technology providers, insurers, professional advisers, coaches, contractors, and venue staff. This includes Playtomic Pty Ltd or any other booking platform used by RC from time to time. We do not sell your personal information to third parties.

Our **Privacy Policy** «[Click Here](#)» sets out in full: what we collect and why, how it is stored and protected, who it may be disclosed to (including whether any disclosure is made overseas), and your rights to access, correct, or make a complaint about our handling of your personal information.

By providing your personal information, you consent to its collection and use as described above and in our Privacy Policy. To access or correct your information, or to raise a privacy concern, please contact us at your relevant location:

- **Sydney:** [sydney@racquetclub.com.au](mailto:sydney@racquetclub.com.au)
- **Canberra:** [canberra@racquetclub.com.au](mailto:canberra@racquetclub.com.au)
- **Gold Coast:** [gc@racquetclub.com.au](mailto:gc@racquetclub.com.au)

RC venues may use CCTV and other security monitoring systems in and around venue entrances, reception areas, common areas, café and bar areas, courts, car parks, and other public or operational areas of the venue. CCTV is used for safety, security, incident investigation, loss prevention, venue management and compliance purposes. CCTV will not be installed in bathrooms, change rooms, or other private areas where individuals reasonably expect privacy. By entering an RC venue, you acknowledge that you may be captured by CCTV or other security monitoring systems. CCTV footage may be accessed by authorised RC personnel and may be disclosed to law enforcement, insurers, legal advisers, regulators, emergency services, or other third parties where reasonably necessary for safety, security, legal, insurance, or compliance purposes.

RC may also capture photographs, video, or other media at RC venues, programs, competitions, social events, launches, tournaments, camps, coaching sessions, and other club activities for operational, training, promotional, marketing, website, and social media purposes.

We will take reasonable steps to ensure photography and filming is conducted respectfully. Personal photography for private use is permitted, provided it does not interfere with play, safety, staff, other members, guests, or venue operations.

You must not photograph or film in bathrooms, change rooms, or other private areas. You must not publish or share images or videos of other members, guests, children, staff, or visitors in a way that is offensive, misleading, invasive, unsafe, or contrary to their reasonable wishes.

For children and minors, RC will only use identifiable photographs or video footage for promotional or marketing purposes where a parent or legal guardian has provided consent, unless the image or footage is incidental, non-identifying, or otherwise permitted by law.

If you do not wish to appear in RC promotional photography or video, please notify RC management in writing. RC will take reasonable steps to accommodate your request, but cannot guarantee that you will not appear incidentally in crowd, background, or event footage.

## 2. Liability Waiver

### 2.1 RC Participation Waiver

#### RC PARTICIPATION WAIVER

This Waiver applies to the Racquet Club venue at which you make a booking, join a match, access facilities, participate in coaching, enrol in a class or program, attend an event, or otherwise participate in RC activities.

For the purposes of this Waiver, “RC”, “we”, “us” and “our” means the operating entity responsible for the relevant venue:

Venue	Operating Entity	ABN	Registered State
Gold Coast	Gold Coast Racquet Club Pty Ltd	17 677 125 487	QLD
Sydney	Sydney Racquet Club Pty Ltd	98 672 722 664	NSW
Canberra	Canberra Racquet Club Pty Ltd	93 682 880 431	ACT

#### PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING.

By clicking “I accept”, you agree that you have read, accepted and will comply with this Waiver, and that you are 18 years or older.

If you are accepting this Waiver as a parent or legal guardian of the Participant, you warrant and agree that you have the required authority to consent on behalf of the Participant.

### 2.2. Who This Applies To

This Waiver applies to all players, participants, members, guests, visitors and other individuals who make a booking, join a match, or enrol in a class or program at any RC facility. Where a booking is made on behalf of a group, each individual participant must separately accept this Waiver prior to participation. Group organiser acceptance does not bind individual participants. Where a participant is under 18 years of age, this Waiver must be accepted by their parent or legal guardian in accordance with the minors clause below.

### 2.3 Dangerous Recreational Activities

Padel, pickleball, and other racquet sports are recreational activities that involve inherent and obvious risks. Depending on the venue and the applicable law, these activities may constitute dangerous recreational activities under the civil liability legislation of the State or Territory in which the relevant RC venue is located. Participation involves a significant risk of physical harm, including serious injury or in rare cases, death.

The obvious risks of participation include, but are not limited to:

- Being struck by a ball or racket
- Colliding with glass enclosure panels, court structures, net posts, or other players
- Slipping or falling on the court surface, including during rapid direction changes
- Eye injury from ball or racket contact

- Cardiovascular stress, muscle strain, or joint injury from physical exertion
- Repetitive stress injuries to the wrist, elbow, or shoulder
- Aggravation of any pre-existing medical condition
- Glass panel shattering or cracking
- Unpredictable ball rebound from glass surfaces
- Contact with court fencing or metal surrounds
- Injury from an adjacent player's racket swing
- Tripping on court access thresholds or doors
- Heat-related illness during physical exertion

To the extent permitted by the applicable laws of the State or Territory in which the relevant RC venue is located, RC does not owe a duty to warn you of obvious risks associated with participation in recreational activities, including padel, pickleball, and other racquet sports. Nothing in this clause excludes, restricts, or modifies any right, remedy, guarantee, warranty, or protection you may have under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted, or modified.

## **2.4. Release**

To the fullest extent permitted by law, you release the relevant RC operating entity for the venue you are using, together with its officers, employees, contractors, coaches, agents, and representatives, from all claims, losses, damages, costs, and liabilities arising from your participation in racquet sports, use of RC facilities, attendance at an RC venue, or participation in any RC booking, match, class, program, event, or activity.

This release includes claims arising from the inherent and obvious risks of padel, pickleball, and other racquet sports, and, to the extent permitted by applicable State or Territory laws, claims arising from ordinary negligence in connection with recreational activities or dangerous recreational activities.

This release does not apply to the extent a claim is caused by RC's gross negligence, reckless conduct, wilful misconduct, or unlawful conduct.

Nothing in this clause excludes, restricts, or modifies any right, remedy, guarantee, warranty, or protection that cannot lawfully be excluded, including under the Australian Consumer Law.

## **2.5 Indemnity**

You agree to indemnify and hold harmless the RC operating entity for the venue you are using, together with its officers and employees against any third-party claim arising from your own conduct or actions during your participation at the venue.

## **2.6 Medical Fitness**

RC does not provide medical, health, or fitness advice. By accepting this Waiver, you confirm that you are medically fit to participate in racquet sports, or that you have obtained appropriate medical advice permitting you to do so. If you have any health concerns or pre-existing conditions, please consult a medical practitioner before playing.

You agree to notify RC staff immediately if you experience any medical symptoms during play, including chest pain, dizziness, or shortness of breath. In the event you are incapacitated and

unable to provide consent, you authorise RC staff and emergency responders to obtain or arrange emergency medical treatment on your behalf.

## **2.7. Participants Under 18**

Playtomic accounts must be held by individuals aged 18 or over. All bookings for minor participants must be made by a parent or legal guardian using their own account.

By making a booking that includes a minor, the account holder confirms they are the parent or legal guardian of that minor and agrees that:

- You accept this Waiver on the minor's behalf and acknowledge that a minor cannot waive their own legal rights;
- You have considered the risks of participation and accept those risks on the minor's behalf;
- Children under 16 must be supervised by a parent or responsible adult at all times while on the premises, unless participating in a supervised RC activity; and
- You accept full financial responsibility for all bookings, cancellations, and fees incurred on behalf of the minor.
- You are financially liable for any damage to RC facilities, glass panels, nets, or rental equipment caused by the misuse or negligent behaviour of your child.

## **2.8 What This Waiver Does Not Exclude**

Nothing in this Waiver excludes, restricts, or modifies any right or remedy you have under the Australian Consumer Law (Schedule 2, Competition and Consumer Act 2010 (Cth)) that cannot be excluded by agreement, including the consumer guarantees under sections 60–62.

## **2.9 Personal Injury Proceedings**

Any personal injury claim arising from participation at this venue is subject to the pre-litigation procedures under the applicable laws and procedures of the state or Territory in which the relevant RC venue is located.

## **2.10 Governing Law**

This Waiver is governed by the laws of the State or Territory in which the relevant RC venue is located.

For Racquet Club Gold Coast, this Waiver is governed by the laws of Queensland, Australia.

For Racquet Club Sydney, this Waiver is governed by the laws of New South Wales, Australia.

For Racquet Club Canberra, this Waiver is governed by the laws of the Australian Capital Territory, Australia.

## 2.11. Acceptance

By ticking the checkbox, you confirm that:

**If you are 18 or older:**

- You have read and understood this Waiver
- You voluntarily accept the risks described in this waiver
- You understand that, to the extent permitted by law, you are giving up certain legal rights
- You are 18 years of age or older
- You are medically fit to participate

**If you are accepting on behalf of a minor, complete separately:**

- You are the participant's parent or legal guardian
- You have read and understood this Waiver on participant's behalf
- You acknowledge that your acceptance does not extinguish the minor's own legal rights
- You confirm the minor is medically fit to participate

For any questions or notices, please contact us at:

Sydney: [sydney@racquetclub.com.au](mailto:sydney@racquetclub.com.au)

Canberra: [canberra@racquetclub.com.au](mailto:canberra@racquetclub.com.au)

Gold Coast: [gc@racquetclub.com.au](mailto:gc@racquetclub.com.au)

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I CONFIRMING IT OF MY OWN FREE WILL.  
IMPORTANT NOTE: THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY BEFORE PROCEEDING WITH YOUR BOOKING.**

## 2.12 Venue Rules & Conduct

Participants must not attend or participate at any RC venue while affected by alcohol, drugs, or any substance that impairs judgement or physical ability. Participants must not attend while experiencing symptoms of a contagious illness. RC reserves the right to refuse entry or remove any participant whose conduct or condition poses a risk to others.

## 3. RC Bookings & Cancellations

### 3.1 How to Book

All court bookings are made via the Playtomic app. A booking is not confirmed until full payment has been received. Playtomic's platform terms govern the technical mechanics of booking, payment processing, and booking modifications on that platform. Nothing in Playtomic's terms limits or displaces any right a consumer has under the Australian Consumer Law or any remedy available under these Terms.

### 3.2 Booking Windows

Booking windows determine how far in advance a court may be reserved. Windows are assigned by membership tier and are subject to change with 14 days' written notice to affected members.

#### 3.2.1 Active Booking Limits

Tier	Advance Booking Window	Max Sessions Per Week (Mon–Sun)	Max Per Day
Padel Platinum	4 weeks ahead	5	1
Padel Gold	3 weeks ahead	5	1
Pickleball Platinum	4 weeks ahead	5	1
Pickleball Gold	3 weeks ahead	5	1
Normal Membership	2 Weeks ahead	5	1
Casual (non-member)	Subject to availability	5	1

### 3.3 Cancellations

Bookings must be cancelled at least 24 hours before the scheduled session start time. Cancellations and refunds are processed through the Playtomic platform in accordance with Playtomic's cancellation policy [<https://help.playtomic.io/en/articles/cancellation-policy>].

In the event of inconsistency between Playtomic's cancellation policy and these Terms, these Terms prevail to the extent permitted by law.

Cancellations made within the 24-hour window, or bookings where the player does not attend without cancelling, are treated as No-Shows. No refund is payable for No-Shows.

Nothing in Playtomic's platform terms limits or displaces any refund entitlement that arises under these Terms or by operation of law.

### 3.3.1 RC-Initiated Cancellations

If RC cancels or modifies a confirmed booking due to court unavailability, maintenance, closure, or any other reason within RC's control, RC will:

- Offer an alternative court or time slot where availability permits
- If no suitable alternative is available or accepted, issue a full credit or refund of the booking fee at the member's election.

## 3.4 Court Pricing

Court hire rates vary by venue, city, court type, and time of day. Current pricing for each RC location is published on RC website and within the Playtomic booking platform for that venue.

RC reserves the right to update court hire rates at any time. Updated rates take effect a minimum of 48 hours after publication on the RC website and apply to all new bookings made on or after that date. Bookings confirmed prior to a rate change are honoured at the rate applicable at the time of booking.

Pricing may differ between RC venues. Members and guests are advised to check the applicable venue page before booking.

## 3.5 Peak and Off-Peak Court Time

- a) **General designation rights.** RC designates time periods as "peak" and "off-peak" for court hire pricing and member entitlements, as set out in the Court Schedule published on the RC website from time to time.
- b) **Off-Peak Hours — Variation (Founding Members).** Off-peak hours and peak/off-peak pricing are set by RC and may be updated at any time across all RC venues via the RC website and Playtomic booking platform. Founding Members agree to this variability as a condition of their Founding Membership. However, RC guarantees that off-peak periods will always total a minimum of six (6) hours per day across a minimum of six (6) days per week, including at least one Saturday or Sunday. If any change reduces off-peak availability below this floor, Founding Members will be notified in writing no less than 30 days in advance and may cancel their membership for a pro-rata refund.
  - i) **Note:** *Founding Membership terms, including pricing, benefits, booking entitlements, and cancellation rights specific to Founding Members, are set out in full in Section 4. Memberships.*

## 3.6 Court Conditions & Weather & Rain

RC operates both indoor and outdoor courts. Where courts are exposed to weather, RC staff will assess court safety before and during operating hours.

**If courts are deemed unsafe to play,**

RC will:

- Notify members via the official RC WhatsApp channel for that venue
- Continue updating court status throughout operating hours as conditions change

- Issue a credit equal to the value of any affected confirmed booking

If a credit is not suitable, members may request a cash refund by contacting RC directly. Where a cash refund is approved, the refund will be processed to the same payment card or original payment method used for the booking, unless RC is unable to do so or is required by law to use another method.

**After-hours bookings:**

- Members with bookings outside staffed hours are responsible for assessing court conditions before play
- RC will communicate known closures in advance where possible but cannot guarantee monitoring outside operating hours

*Nothing in this clause limits any refund entitlement under the Australian Consumer Law.*

## **4.1 RC MEMBERSHIPS**

The following principles apply to all RC memberships and all membership types unless expressly varied by venue-specific or product-specific terms.

### **4.2 Memberships Are Personal and Non-Transferable**

Memberships are issued to a named individual and may not be transferred, assigned, sold, gifted, or shared. Any attempt to do so may result in immediate termination.

### **4.3 Commencement and Duration**

Membership starts when payment is successfully processed through Playtomic and continues on a rolling basis until cancelled or terminated.

### **4.4 Club Rules**

All members must comply with RC's Club Rules and Code of Conduct (Section 8) at all RC Venues at all times. Failure to comply may result in suspension or termination.

### **4.5 Single-Venue Access**

A membership at one RC Venue does not grant access to any other RC Venue unless expressly stated. Members wishing to access multiple Venues must hold a separate membership or pay the casual rate at each Venue.

### **4.6 Payment**

Fees are charged through Playtomic. Members are responsible for keeping payment details current. If payment fails, RC may suspend access until resolved. RC may update fees with 30 days' written notice, taking effect from the next billing cycle. Nothing in this clause limits any right under the Australian Consumer Law.

### **4.7 Cancellation**

Members may cancel at any time through the Playtomic app. Cancellation takes effect at the end of the current billing period. No refund is payable for unused prepaid time, except where required by the Australian Consumer Law.

### **4.8 Suspension**

RC may suspend a member's access pending investigation of a conduct breach, unresolved failed payment, or where required for safety or legal compliance. RC will notify the member of any suspension and the reason for it.

### **4.9 Age**

Members must be 18 or older. Under-18s may participate only with parent or guardian consent, who accepts these Terms on the minor's behalf.

## **4.10 Future Products**

RC may introduce new membership products from time to time. Applicable terms will be published on the RC website and Playtomic before launch. These General Principles apply to all products unless expressly varied

# 5. Gold Coast Founding Membership Terms

## GRC Founding Membership — Terms & Conditions

Gold Coast Racquet Club Pty Ltd | ABN 17 677 125 487

These Gold Coast Founding Membership Terms apply only to Founding Memberships purchased for Racquet Club Gold Coast. They do not apply to Racquet Club Sydney, Racquet Club Canberra, or any other RC venue.

### PLEASE READ BEFORE PROCEEDING

- You must be 18 years of age or older to purchase a Founding Membership.
- Your Founding Membership benefits last for ONE YEAR ONLY from the date GRC opens.
- The fee is non-refundable except where required by Australian Consumer Law.
- This Membership does NOT auto-renew.
- Availability is permanently limited. Once all spots are filled, this offer closes forever.
- By paying the Founding Membership fee, you agree to these Terms in full.

## 5.1 About This Membership

These Terms govern the Founding Membership at The Racquet Club Gold Coast, operated by Gold Coast Racquet Club Pty Ltd ("GRC"). By purchasing a Founding Membership, you agree to these Terms in full. **Your rights under the Australian Consumer Law are not affected by anything in these Terms.**

## 5.2 Membership Tiers & Pricing

All prices are in Australian dollars and include GST. Payment is due in full at the time of purchase. Founding Numbers are assigned in order of payment received across all tiers and both sports combined — the first payment received becomes Member #001, regardless of tier or sport.

### 5.2.1 Padel Founding Membership

Tier	Price (AUD inc. GST)	Spots	Duration
Padel Platinum	\$3,400	15 only	12 months
Padel Gold	\$2,000	35 only	12 months

### 5.2.2 Pickleball Founding Membership

Tier	Price (AUD inc. GST)	Spots	Duration
Pickleball Platinum	\$1,800	15 only	12 months
Pickleball Gold	\$800	35 only	12 months

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## 5.3 Payment

Payment is processed through Playtomic at the time of joining. No partial payments, instalments, or payment plans are available.

Payment confirms your acceptance of these Terms and triggers the assignment of your Founding Number.

GRC reserves the right to decline a Founding Membership application on reasonable grounds. Where an application is declined after payment, a full refund will be issued within 5 business days.

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## 5.4 Membership Period

### 5.4.1 When Your Membership Starts

Your Founding Membership activates on the date GRC courts are open for play and bookings are live on the GRC Playtomic system (the "Effective Date"). GRC will notify all Founding Members by email when this date is confirmed.

GRC will provide Founding Members with a written update on opening status at least once every 60 days from the date of payment until the Effective Date. If the Effective Date has not occurred within 9 months of your payment date, you may request a full refund by written notice to GRC, which will be processed within 14 days to the original payment method, unless GRC is unable to do so or is required by law to use another method.

### 5.4.2 Duration & Expiry

Your Founding Membership lasts exactly 12 months from the Effective Date. All time-bound benefits expire automatically at the end of the Membership Year. There is no grace period or automatic extension.

### 5.4.3 No Auto-Renewal

This Membership does not auto-renew. You will not be charged again unless you actively take up a new membership product.

### 5.4.4 Your Founding Number Is Permanent

Regardless of whether you renew or exit at the end of Year 1, your Founding Number is yours permanently. It will never be reassigned to another person as long as the Club operates.

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## 5.5 Cancellation & Refund Policy

The Founding Membership fee is a one-time, non-refundable payment.

Nothing in these Terms excludes or modifies any right you have under the Australian Consumer Law. The following exceptions apply:

- Permanent incapacity: If you suffer a permanent physical incapacity that prevents you from using Club facilities for the remainder of the Membership Year, you may request a pro-rata refund of the unused portion. Medical documentation is required. GRC may deduct an administration fee of the lesser of \$75 or 10% of the fee paid.
- Club closure: If GRC permanently closes during the Membership Year, a pro-rata refund of the unused portion will be paid within 21 days of closure.
- All other circumstances: No refunds are available, including relocation, illness, or reduced usage, subject to your ACL rights.

## 5.6 Member Benefits

All benefits apply during Year 1 only and are personal and non-transferable. Benefits expire at the end of the Membership Year.

Benefit	Platinum	Gold
<b>COURT ACCESS</b>		
Advance booking window	4 weeks ahead	3 weeks ahead
Off-peak court access	Free, unlimited	Free, unlimited
Peak court access	Free, unlimited	50% off your share of the court fee
Max sessions per week	5 (Mon–Sun)	5 (Mon–Sun)
<b>YOUR ACCESS</b>		
Pre-launch court access	✓ Play before anyone else	✓ Play before anyone else
Launch party invitation	✓ Personal, non-transferable	No
Priority competition registration	✓	✓
Member events & socials	✓	✓
GRC special merchandise	✓	✓
<b>YOUR PERKS</b>		
Pro shop discount	10% off	10% off
Coffee discount	10% off	10% off
Coaching discount	10% off	10% off
Player Assessment Session	1 session (Year 1)	1 session (Year 1)
Birthday perk	✓	✓
<b>YOUR CIRCLE</b>		
Guest passes	12/year (max 1/month)	5/year (max 1/month)
Intro to Padel / Pickleball Session	1 session	1 session

## 5.7 Benefit Details

### **5.7.1 Court Hire Rates & Discount Application**

All Founding Member discounts are calculated as a percentage off the published court hire rates current at the time of booking.

Court hire rates may be adjusted from time to time. Founding Members will receive at least 30 days written notice of any change. Your membership discount percentage remains fixed for the duration of your Founding Membership term.

- Gold Members: 50% off your court fee during Peak Hours.
- Discount applies to the member's portion of the booking only.
- Maximum 2 Hour booking per day.
- Members may hold a maximum of five (5) active bookings at any time.
- All bookings are subject to court availability.

### **5.7.2 Player Assessment Session**

Get on court with a GRC coach. Hit some balls, run a few drills, and walk away with clear insight into your game — what to work on, what you're already doing well, and how to improve faster.

Subject to availability. Must be booked within the Membership Year. Non-transferable.

### **5.7.3 Birthday Perk**

One perk per Membership Year, redeemable in your birth month. Subject to availability. Details communicated separately by GRC.

### **5.7.4 Guest Passes**

Each Guest Pass entitles you to bring up to 3 guests for one shared court session. The following conditions apply:

- You must be personally present and playing
- Must be arranged at the GRC front desk, subject to court availability and off-peak hours
- All court hire fees for your guests are waived
- One pass per calendar month — use it or lose it
- Unused passes expire at the end of each calendar month and do not roll over
- Non-transferable, no cash value
- All passes expire at the end of Year 1

### **5.7.5 Intro to Padel Session**

A beginner-only 1-hour session for people who have never played padel. Covers the basics — rules, court, scoring, and how to hit — followed by a guided social match with a GRC staff member. No experience needed.

Each Founding Member receives one complimentary session for exactly 4 players (you + up to 3 guests), all of whom must be new to padel. Court hire fees are waived for all players during off-peak hours.

- Must be arranged at the GRC front desk
- Subject to court availability
- Must be used within the Membership Year
- Not a gift card or transferable credit

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## 5.8 Fair Use Policy

The Founding Membership is personal and issued in good faith. GRC reserves the right to take action where a Member's conduct abuses the spirit of the Membership, including:

- Reselling or transferring court time or bookings
- Booking courts with no intent to attend (court hoarding)
- Allowing non-Members to use your account
- Receiving coaching from non-GRC-approved coaches
- Using the Membership for commercial purposes without GRC's prior written approval;
- Conduct detrimental to other Members, guests, or staff
- Repeated or serious breach of Club Rules or these Terms

Before taking action, GRC will notify you in writing and allow 7 days to respond. Where a Membership is terminated under this clause, a pro-rata refund of the unused portion will be issued less any permitted deductions.

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## 5.9 Spot Cap

The Founding Membership is a permanently limited offering:

- Padel: 15 Platinum + 35 Gold = 50 Founding Members
- Pickleball: 15 Platinum + 35 Gold = 50 Founding Members

Once all spots in any tier are filled, that tier is permanently closed. GRC will not offer further Founding Memberships at any price after all spots are sold. A Member who cancels or is terminated does not create a vacancy — the Founding Number is permanently retired.

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## 5.10 Right to Amend

GRC may amend operational rules — including booking windows, booking limits, peak/off-peak hour definitions, Club Rules, session durations, and Fair Use procedures — on 14 days' written notice by email.

Benefits listed in Section 5.6 may only be reduced on 30 days' written notice. Each affected Member will be offered either: (a) a pro-rata account credit for the unused portion of their fee; or (b) acceptance of the reduced benefit. No response within 21 days is treated as acceptance of option (b).

GRC may not change a Member's Founding Number, reclassify their tier, impose additional fees, or remove persistent benefits except on termination for serious misconduct.

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## 5.11. Termination by GRC

### **5.11.1 Termination for Conduct (no refund)**

GRC may terminate a Founding Membership with immediate effect, without prior warning, where the Member engages in threatening, violent, abusive, or discriminatory behaviour toward staff, Members, or guests, or creates an immediate risk to the safety of others at the Club. Upon termination: all Year 1 benefits cease, the Founding Number is permanently retired, and no refund applies.

### **5.11.2 Termination for Misrepresentation**

Where GRC terminates this Membership because a Member provided false or materially misleading information at the time of purchase, GRC may terminate with immediate effect. GRC will issue a refund of the fee paid less any direct costs incurred in processing the membership and providing benefits already consumed. The Founding Number is permanently retired.

For policy breaches (booking misuse, Club Rules violations), the escalation process in Section 8 applies first.

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## **5.12 Your Agreement**

By paying the Founding Membership fee, you confirm that you have:

- Read and understood these Terms in full before making payment
- Understood that Founding Membership benefits are valid for ONE YEAR ONLY from the Effective Date, and that after Year 1, time-bound benefits expire automatically
- Understood that the fee is a one-time, non-refundable payment except where required by the Australian Consumer Law
- Understood that this Membership does not auto-renew
- Understood that the Founding Membership is personal and non-transferable
- Acknowledged that participation in racquet sports carries inherent risks of injury, and that GRC's liability for such injury is limited to the extent permitted by law, including the Civil Liability Act 2003 (QLD).
- Had a reasonable opportunity to seek independent legal or financial advice prior to joining, and have chosen to proceed

## **5.13. Privacy**

GRC collects personal information (including name, contact details, and date of birth) to manage your Founding Membership and deliver membership benefits. Your information is handled in accordance with GRC's Privacy Policy at [\[Click Here\]](#). Payment information is processed by Playtomic under their own terms. You may request access to or correction of your personal information by contacting GRC at [gc@racquetclub.com.au](mailto:gc@racquetclub.com.au).

## **5.14. Governing Law**

These Terms are governed by the laws of Queensland, Australia. Any dispute arising under these Terms that cannot be resolved directly with GRC will be referred to mediation in Gold Coast, Queensland, before either party commences legal proceedings

## 6. RC Coaching & Programs

RC offers coaching services through its employed and contracted coaching team. All coaching takes place at RC Venues and is delivered exclusively by RC-approved coaches. No external or third-party coach may deliver coaching at any RC Venue under any circumstances.

### 6.1 Booking and Payment

Coaching sessions are booked and paid for through the Playtomic platform. Payment must be received in full at the time of booking. A booking is not confirmed until payment is processed.

In the event of a booking error or payment dispute arising from the Playtomic platform, please contact RC directly and we will work to resolve it.

### 6.2 Cancellations and No-Shows

Sessions must be cancelled **at least 24 hours before the scheduled start time.**

- Cancellations with 24 hours' notice or more: full wallet credit
- Cancellations within 24 hours: fee forfeited, no refund or credit
- No-shows: fee forfeited, no refund or credit

**Medical exception:** Where a member is unable to attend due to a medical reason, RC will issue a wallet credit upon receipt of a medical certificate or equivalent documentation

**RC-initiated cancellations:** If RC cancels a session due to coach unavailability or any other reason within RC's control, the member will be offered a rescheduled session or a full wallet credit.

Where a cash refund is approved, it will be processed to the same payment card or original payment method used for the booking, unless RC is unable to do so or is required by law to use another method.

*Nothing in this clause limits any refund entitlement under the Australian Consumer Law.*

### 6.3 RC Academy

The RC Academy runs in fixed 5-week cohort blocks. The following terms apply to all Academy enrolments:

- Places are limited and allocated by the RC coaching team
- Players are placed in appropriate skill groups at the coaching team's discretion
- A minimum skill level assessment may be required prior to enrolment
- Payment is required in full at the time of enrolment
- Players who withdraw before the cohort commences will receive a full wallet credit
- Missed sessions are not refunded or carried over
- Players who withdraw mid-cohort will receive a wallet credit for any remaining sessions not yet delivered
- If RC cancels a cohort due to insufficient enrolment, affected players receive a full wallet credit. Players may request a cash refund in lieu by contacting RC directly
- Wallet credits are applied to the member's account within 5 business days of the

cancellation or withdrawal

Where a cash refund is approved, it will be processed to the same payment card or original payment method used for the enrolment, unless RC is unable to do so or is required by law to use another method.

*Nothing in this clause limits any refund entitlement under the Australian Consumer Law.*

## **6.4 Approved Coaches Only**

Only coaches employed or contracted by RC may deliver coaching at RC Venues. Unauthorised coaching, including coaching by members, guests, or external coaches not approved by RC — is not permitted and may result in immediate removal from the venue and suspension or termination of membership.

# **7. Kids Camps**

These terms apply to all Kids Camp programs offered at any Racquet Club venue (Gold Coast, Sydney, and Canberra). Where terms differ by venue or jurisdiction, this is noted explicitly. Enrolment in a Kids Camp constitutes acceptance of these terms by the enrolling parent or legal guardian. As camps are designed for minors, the parent or legal guardian is the contracting party in all cases.

## **7.1 Enrolment and Minimum Numbers**

Kids Camps require a minimum of 3 enrolled children to proceed. If minimum enrolment is not reached:

- We will notify you as soon as practicable before the camp start date.
- You may transfer your enrolment to the next available camp date at no cost; or
- You will receive a full refund of all amounts paid.

No administration fee applies when a camp is cancelled due to insufficient enrolment.

Where a cash refund is approved, it will be processed to the same payment card or original payment method used for the enrolment, unless RC is unable to do so or is required by law to use another method.

## **7.2 Supervision**

Racquet Club coaches supervise all enrolled children during scheduled camp hours only. Supervision begins at the advertised camp start time and ends at the advertised finish time. Parents and guardians are responsible for:

- Ensuring their child arrives and is collected punctually;
- Notifying staff if a child will be collected by a person other than the enrolled parent or guardian; and
- Arranging care before and after scheduled camp hours.

Racquet Club accepts no responsibility for children who arrive before the scheduled start time or remain on site after the scheduled finish time.

If staff are unable to contact the parent/guardian or emergency contacts after 60 minutes, Racquet Club will follow statutory child protection protocols and contact the relevant state child protection authorities or the police.

### 7.3 Wet Weather and Cancellations

**Indoor venues:** Camp programs will proceed in all weather conditions. No refunds or credits are issued for weather.

**Outdoor venues:** Where outdoor sessions are scheduled:

- Where outdoor conditions are unsuitable due to weather, rain, or other environmental factors, sessions will be moved indoors. The camp continues as scheduled and no refund or credit applies.
- If a session cannot proceed in any form due to weather, we will notify you and issue a full credit for the affected session, valid for 12 months from the date of issue.

### 7.4 Cancellations by the Participant

If you cancel a Kids Camp enrolment:

- More than 14 days before the camp start date: full refund, less a \$25 administration fee.
- 7 to 14 days before the camp start date: 50% refund or full credit (your choice).
- Less than 7 days before the camp start date: no refund. A credit may be offered at our discretion.
- No-shows or non-attendance without prior notice: no refund or credit.

**Medical exception:** Where a participant cancels less than 7 days prior to the camp start date due to illness or injury, a full credit (or refund) will be issued upon receipt of a medical certificate or equivalent documentation.

Where a cash refund is approved, it will be processed to the same payment card or original payment method used for the enrolment, unless RC is unable to do so or is required by law to use another method.

Nothing in this clause limits any rights you may have under the Australian Consumer Law.

### 7.5 Medical Information and Duty of Care

To fulfil our duty of care, you are required to complete a Parent Consent and Medical Disclosure Form at enrolment. This form must be submitted before your child's first day of camp.

You must disclose any medical condition, allergy, dietary requirement, or physical limitation that could affect your child's safety or participation. Failure to disclose relevant medical information may result in your child being unable to participate.

You authorise Racquet Club staff to administer or arrange basic first aid in an emergency and to contact emergency services where necessary. Racquet Club is not responsible for medical costs incurred as a result of emergency treatment.

## **7.6 Emergency Contact**

A current emergency contact must be provided on the Parent Consent and Medical Disclosure Form. You must notify us immediately if emergency contact details change during the camp period.

## **7.7 Sun Safety (Outdoor Venues)**

For sessions held outdoors, parents and guardians are responsible for ensuring their child arrives with:

- Sunscreen applied before arrival and a personal supply for reapplication;
- A hat suitable for outdoor activity;
- Appropriate sports clothing; and
- A filled water bottle.

## **7.8 Photography and Media**

RC may photograph and film Kids Camp sessions for use in Racquet Club's promotional materials, website, and social media.

RC will only photograph or film your child for promotional purposes if you have given affirmative consent at enrolment via the Parent Consent and Media Authorisation Form. Consent is not assumed.

If you consent at enrolment, you may withdraw that consent at any time by notifying us in writing at [marketing@racquetclub.com.au](mailto:marketing@racquetclub.com.au). Withdrawal of consent applies to future use only, we cannot remove images already published in good faith prior to receiving your withdrawal.

We will never identify a child by full name in any public-facing material without separate written approval.

## **7.9 Working With Children**

All Racquet Club staff and coaches who work with children hold a current and valid Working With Children clearance as required by law in the relevant jurisdiction:

- Gold Coast: Blue Card issued under Queensland's Working with Children (Risk Management and Screening) Act 2000;
- Sydney: Working With Children Check issued under New South Wales' Child Protection (Working with Children) Act 2012; and
- Canberra: Working with Vulnerable People (WVP) registration issued under the ACT's Working with Vulnerable People (Background Checking) Act 2011.

RC requires staff and coaches to hold the required clearances before working with children and to maintain those clearances while performing child-related work at RC venues. RC may also require contractors, volunteers, program assistants, or other personnel involved in Kids Camps or

child-related activities to hold the relevant clearance, registration, or check where required by law or by RC policy.

## **7.10 Code of Conduct**

Participants are expected to follow reasonable directions from coaches, treat other participants and staff with respect, and behave in a manner consistent with a safe and positive environment.

Racquet Club reserves the right to remove a child from a camp session if their behaviour poses a risk to themselves or others, or is disruptive to the program.

No refund or credit will be issued for sessions not attended as a result of a behavioural removal.

## **7.11 Liability**

Participation in Kids Camps involves physical activity. Racquet Club takes all reasonable precautions to minimise risk of injury during supervised sessions.

To the extent permitted by law, Racquet Club's liability for any loss or damage arising from participation in a Kids Camp is limited to the re-supply of the relevant program or a refund of the fees paid for the affected session(s).

Nothing in these terms excludes, restricts, or modifies any right or guarantee you have under the Australian Consumer Law that cannot be excluded by agreement.

## **7.12 Changes to Program**

We reserve the right to make reasonable changes to program content, coaches, and scheduling where necessary. We will notify you of any material changes as soon as practicable. If a material change is unacceptable to you, you may request a pro-rata refund for the affected portion of the program.

# 8. RC Club Rules & Code of Conduct

## 8.1 General Conduct

RC is a hospitality-first environment. All members, guests, and visitors are expected to treat each other and all staff with respect. RC is committed to providing a safe, inclusive, and respectful environment at all RC venues and to complying with applicable anti-discrimination, workplace health and safety, liquor licensing, child safety, and other relevant laws in the State or Territory where each venue is located.

The following will not be tolerated:

- Abusive, threatening, or discriminatory language or behaviour
- Harassment of any kind toward staff, members, or guests
- Intoxicated behaviour on the premises
- Damage to club property or equipment
- Smoking or vaping anywhere on the premises

## 8.2. Dress Code

On court:

- Sports-appropriate clothing required (activewear, sport shorts, sports shirts)
- Non-marking indoor sports shoes are mandatory on all courts
- No jeans, boots, open-toe shoes, or bare feet on courts

RC staff may refuse court access where dress code requirements are not met.

## 8.3. Court Etiquette — Padel

- Do not enter an adjacent court while a point is in play
- Vacate the court promptly when your session ends
- No throwing, slamming, or abusing your racquet
- No food on courts: water bottles are permitted
- No glass containers on or near courts at any time

## 8.4. Court Etiquette — Pickleball

- Call the ball fairly and respect your opponents' calls
- Vacate courts promptly at the end of your session
- Line calls must be made immediately
- No food on courts — water bottles are permitted
- No glass containers on or near courts at any time
- Paddle abuse will not be tolerated

## 8.5. Children & Minors

- Players under 16 must be accompanied by a responsible adult at all times
- Children in café and common areas must remain supervised
- Children are not permitted on courts unless participating in a booked session or RC program
- Where a minor is participating in an RC-approved coaching program or class, the supervising RC coach accepts duty of care for the minor during that session
- A parent or guardian consent form is required for all minors enrolled in recurring RC

programs

## 8.6 Alcohol Policy

RC operates its bar and café areas under the applicable liquor licence for each venue and in compliance with the liquor laws of the relevant state or territory.

- Alcohol is available in the RC café and designated bar areas only
- Alcohol is not permitted on courts unless expressly authorised for a specific event by RC management.
- Alcohol will not be supplied to persons under 18 years of age or to persons who appear to be intoxicated, proof of age may be requested at any time
- Individuals who are intoxicated, causing a disturbance, or behaving in a manner inconsistent with RC's standards will be asked to leave the premises immediately.
- Players must not play while under the influence of alcohol

## 8.7 Photography & Social Media

- Personal photography for private use is welcome
- Commercial photography or filming requires prior written approval from RC management
- Please be respectful — do not publish images of others without their consent
- RC footage or branding may not be used for commercial purposes without written permission

RC may capture photographs or video footage of club activities for promotional use. By entering the premises, you consent to incidental capture. If you do not wish to appear in RC promotional material, please notify management in writing and RC will take reasonable steps to accommodate this request. RC's use of personal images is governed by the RC Privacy Policy «[Click Here](#) »

## 8.8. Equipment & Facilities

- Club equipment is available for hire at the front desk
- Hired equipment must be returned in the condition received, damage charged at replacement cost
- Players must report any court or facility damage to staff immediately
- RC takes no responsibility for loss, theft, or damage to personal belongings left on the premises, except where directly caused by RC's own negligence. Members and guests are encouraged not to leave valuables unattended

## 8.9. Enforcement

Step	Action
1	Verbal warning
2	Written warning (emailed to member)
3	Suspension of booking or access privileges
4	Termination of membership without refund

Before a decision to suspend or terminate membership is made under Steps 3 or 4, RC will provide the member with written notice of the alleged breach and allow a minimum of 48 hours to respond in writing. RC's decision following that process is final.

**Serious breaches** (violence, threats, discrimination, or significant property damage) may result in immediate removal and termination without prior warning or process.

**On termination:** Any prepaid fees will be refunded on a pro-rata basis for the unused period. One-time fees and benefits already activated — including founding numbers, pre-launch access, and launch events — are non-refundable.

## 8.10 Complaints

Members who wish to raise a complaint about a warning, suspension, or any club matter may contact RC management at <https://racquetclub.com.au/contact> . RC will respond within 5 business days.