

Conditions of Hire: Tennis Court Hire

The issuing of a permit is subject to the following:

- i. The permit holder agrees to the Conditions of the permit as contained herein.
- ii. The permit holder pays the prescribed fee.
- iii. The permit holder provides a copy of all appropriate insurances as required by either the General or Special Conditions of permit.

General Conditions of Hire

- a. The Council agrees to hire the tennis courts to you on the terms and conditions stipulated below.
- b. You will have exclusive use of the booked courts during the hire period for the permitted use.
- c. This agreement does not give you rights to use areas outside of the booked courts exclusively.
- d. You may only use the booked courts for the permitted use specified in the schedule. You may not use it for any other purpose.
- e. You must ensure that you use the booked courts so as not to cause any offensive activities or create a nuisance or disturbance for other people.
- f. You must ensure that you use any facilities within the area properly and safely and only in the way they are intended to be used.
- g. Without the Council's prior written consent, you must not use any sound equipment that can be heard within or outside the area to the detriment of others.

1. Court Times and Availability

- 1.1 Tennis court hire is available for a minimum booking time of one hour. Thereafter, charges will accrue per hour or part thereof at a minimum 15-minute increments.
- 1.2 Tennis court hire is available from 8 am to 5 pm, seven days a week, including public holidays. The times will be extended throughout daylight saving from 8 am to 8 pm.

2. Hire Types

- 2.1 Community Use - Community Hire is defined as being community groups or individuals where the use of the tennis courts is purely social, meaning that the tennis courts are hired for non-coaching purposes and are to be used for recreational purposes.
- 2.2 Social Use – use by a patron or patrons for recreational purposes in which there are no clubs, associations or organisations related to the hire.
- 2.3 Club Use – use by a club, organisation or association.

- 2.4 School Use – A recognised school body hiring tennis courts for purposes of education or engagement of students.
- 2.5 Coaching - Refers to tennis coaches where a fee is charged for their service. NOTE: Coaching bookings require Public Liability Insurance (see above) current for the period of their hire.
- 2.6 Seasonal Hire - Sixteen (16) or more consecutively booked dates
- 2.7 Casual Hire – Less than sixteen (16) or more consecutively booked dates

3. Application to Council

- 3.1 Applications for venue hire will only be considered when submitted by a responsible adult aged 18 or above. The applicant will be responsible for fee payment and other charges and must be present during the agreed hire session(s).
- 3.2 Bookings may be made up to eighteen (18) months in advance. Confirmation of the booking via payment will only be taken during the financial year the booking falls within and at the applicable rate for that financial year.
- 3.3 Seasonal Tennis Court Hire bookings must be submitted at least fourteen (14) days before the scheduled hire.

4. Fees and Payment Information

- 4.1 Making a payment for hire implies acknowledgment and acceptance of these conditions.
- 4.2 Payment is by Visa or MasterCard via the online booking system. Acceptance of any other payment method will be entirely at the discretion of the Council, subject to a written agreement and any additional conditions outlined in that agreement.
- 4.3 For Casual Tennis Court Hire, all hire fees must be paid in full a minimum of fourteen (14) days before the date of hire or as otherwise agreed with Council.
- 4.4 For Seasonal Tennis Court Hire, all hire fees must be paid in full a minimum of one (1) month before the date of hire or as otherwise agreed with Council.
- 4.5 Immediate payment in full is required for bookings made within fourteen (14) days of the hire date.
- 4.6 Fees and Charges for venue hire are reviewed and published annually and are available on the [City of Burnside website](#).

5. Fee Waiver and Subsidy Applications

- 5.1 Waivers, discounts, and subsidies may be applied to the hire of venues where eligibility criteria align with the Council's policies. They will be assessed by Customer Experience staff before confirmation of your booking.
- 5.2 The agreement to or denial of a fee waiver or subsidy may adjust the final fee payable for a booking.
- 5.3 Council may request additional information to assess eligibility.

- 5.4 Fee waivers and subsidies apply to hire fees only. Additional fees for services and equipment, including the bond, will not be discounted or waived.

6. Permit

- 6.1 Upon payment and receipt of all applicable supporting documentation, a permit for hire will be generated for the agreed date, time and location.
- 6.2 The Permit Holder must always have a copy of a valid permit with them during the hire. An electronic copy of this permit is sufficient.

7. Refunds, Cancellations and Amendments

- 7.1 A refund will only be provided when a booking is cancelled more than fourteen (14) days in advance.
- 7.2 All cancellation requests must be received via the online booking system, or where this is not possible, in writing via email to burnside@burnside.sa.gov.au.
- 7.3 The notice period for the cancellation will take effect from the date and time Council receives your request for cancellation in the prescribed format.
- 7.4 Bookings may be amended via the online booking system up to one (1) day before the booked date. Additional fees will apply in cases where additional dates/hours are added.
- 7.5 Council may terminate a booking if the Hirer is found to have provided misleading or inaccurate information at the time of booking or has breached the terms of this booking at any time.
- 7.6 Council may cancel a booking at any time at its sole discretion without recourse by the Hirer.
- 7.6.1 This may be without prior notice if related to an emergency.
- 7.6.2 If Council cancels a booking, the relevant hire fee will be fully refunded unless the cancellation is due to a breach of the Terms and Conditions by the Hirer.
- 7.7 Council may amend any term of a booking with thirty (30) days' notice to the Hirer, and the parties may otherwise agree to amend the terms of a Booking at any time with mutual agreement.
- 7.8 As the event organiser, it is your responsibility to monitor the weather conditions in the -up and on the day of your event and determine whether it is safe for your event to proceed.
- 7.9 The City of Burnside reserves the right to revoke a Permit or postpone an event if Council staff determines that the continuation of the event in extreme weather conditions is likely to cause significant damage to the event area or potentially poses a risk to public safety.
- 7.9.1 Extreme weather will be defined as weather that threatens the immediate or long-term safety of individuals due to rain, lightning, wind or temperature.
- 7.9.2 Extreme weather guidelines:
- Ambient temperature >38 degrees Celsius

- Wind speed > 40 km per hour
 - Rainfall > 80mm within 24 hours
- 7.10 You will be consulted before any determination is made to revoke the Permit or postpone your event.
- 7.11 In the event of inclement weather, we cannot offer a refund; however, bookings may be amended via the online booking system up to one (1) day before the booked date.
- 7.12 Transfers due to inclement weather will not apply to seasonal hire bookings where the possibility of inclement weather is at the hirer's risk.

8. Insurance

- 8.1 If the hirer is a sporting club, commercial enterprise, or an incorporated body or hires the facility more than once per calendar month or 12 times per calendar year, the hirer's use and occupation of the courts shall be at their own risk.
- 8.2 The hirer shall take out and keep current a Public Liability Insurance policy in the name of the permit holder, insuring the permit holder for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity.

9. Housekeeping, Rubbish, Cleaning, Storage

- 9.1 All litter must be removed from Council property, and the area left clean and tidy.
- 9.2 The permit holder will be responsible for any damage occasioned during the period of hire and may result in additional fees being charged.
- 9.3 Any equipment, decorations or personal items are to be removed from the site at the conclusion of the hire. Any goods left behind will be handled in accordance with Council's [Lost and Found Property policy](#).

10. Risk Management, Safety and Emergencies

- 10.1 The Hirer is responsible for the security and safety of themselves, their guests and the Venue during the Booking Time(s).
- 10.2 The Hirer is responsible for the behaviour of attendees at the site during the Booking Time(s).
- 10.3 The Hirer is responsible for first aid for themselves and their guests. This includes the provision of appropriate first-aid kits and equipment.
- 10.4 The Hirer is responsible for the conduct of all attendees at the site during the Booking Time(s), and children are to be adequately supervised by an adult.