

## Newport Community Centre North Narrabeen Community and Tennis Centre Tennis court bookings

### Terms and conditions of hire

#### 1. Bookings and general conditions

- 1.1 Court bookings will be opened mid-month (minimum 15 days before the end of the month) for the following month. The hirer is responsible for checking and confirming their approved bookings are correct.
- 1.2 Hirers are only allowed on the court booked within their allocated booking time. If a hirer is found on a court they have not booked or outside their booked hire time, a minimum fee of one hour will be charged as well as the penalty fee for breach of hire, as per Community Centre Fees and Charges on Northern Beaches Council website.
- 1.3 Bookings are a minimum of 1 hour unless written approval is given.
- 1.4 Subletting is not permitted.
- 1.5 The hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's booking.
- 1.6 It is the hirer's responsibility during the hire period to restrict access to the general public.
- 1.7 The court entry gate is to be shut when exiting. It is not to be wedged open nor the fence or entry gate tampered with.
- 1.8 Bookings may be extended if vacant and must be booked via Northern Beaches Council website. Usual booking fees apply.
- 1.9 Food and drink are not permitted on the courts except for water bottles. All glass containers are not permitted.
- 1.10 Council reserves the right to refuse any booking, to cancel or relocate any hirer to another suitable court. Courts may be unavailable due to repair, maintenance, or resurfacing. If alternate facilities cannot be found or are not suitable, the booking fee will be credited or refunded.
- 1.11 No animals are permitted on the courts or in Community Centres, other than registered assistance animals or official animals of the NSW Police.

#### 2. Hirer's obligations

- 2.1 Hirer's conducting activities for children are bound by NSW Child Protection Legislation and are required to undertake 'Working with Children Checks' for all persons working directly with children. It is the responsibility of the hirer to ensure this process is followed.
- 2.2 Council's [Child Safeguarding Policy](#) requires regular hirer's conducting activities for children and young people aged under 18 years of age to complete and adopt their own '[Child Safe Policy](#)'.

#### 3. Fees and payments

- 3.1 Bookings must be paid for prior to use.
- 3.2 Fees are charged per court.
- 3.3 Regular/permanent hirers' are required to pay in advance of the month that the bookings commence. Invoices are available online once the courts have been opened in the month before.
- 3.4 Late payment fees will automatically be applied after the invoice due date as per Community Centre Fees and Charges.
- 3.5 All payments are to be made online.
- 3.6 Council reviews all fees and charges prior to 30 June each year in order to set the Schedule of Fees and Charges for the following financial year.

#### 4. Booking changes and cancellations

- 4.1 Requests for changes and cancellations are to be emailed to [CommunityCentres@northernbeaches.nsw.gov.au](mailto:CommunityCentres@northernbeaches.nsw.gov.au). Failure to cancel may result in the booking still being charged to the account.

<b>Cancellation of Bookings</b>	<b>Outcome</b>
If requested <b>cancellation(s)</b> have been made to a <b>Casual</b> booking <b>outside of 14 days</b>	No charge.  <i>E.g. A hirer emails on 6 August to cancel their booking on the 27 August.</i>
If requested <b>cancellation(s)</b> have been made to a <b>Casual</b> booking <b>within 14 days</b>	This will incur a 100% forfeit of the booking.  <i>E.g. A hirer emails on 2 August to cancel their booking on the 8 August.</i>  <i>*Cancellation Fee not applicable</i>
If requested <b>cancellation(s)</b> have been made to a <b>Regular</b> booking <b>for the following month</b>	No charge.  <i>E.g. A hirer emails on 29 July to cancel their August booking.</i>
If requested <b>cancellation(s)</b> have been made to a <b>Regular</b> booking <b>within the same month and outside of 14 days</b>	This will incur a Cancellation Fee, or 100% forfeit of the booking (whichever is the lesser amount).  <i>E.g. A hirer emails on 2 August to cancel 27 August.</i>  <i>*Cancellation fee is applied per instance, not for each cancelled date.</i>
If requested <b>cancellation(s)</b> have been made to a <b>Regular</b> booking <b>within the same month and within 14 days</b>	This will incur a 100% forfeit of the booking.  <i>E.g. A hirer emails on 2 August to cancel 8 August.</i>  <i>*Cancellation Fee not applicable.</i>

<b>Changes to Bookings:</b>	<b>Outcome</b>
If requested <b>changes</b> have been made to a <b>Casual</b> booking <b>outside of 14 days</b>	No charge.  <i>E.g. A hirer emails on 6 August to change their booking on the 27 August.</i>
If requested <b>changes</b> have been made to a <b>Casual</b> booking <b>within 14 days</b>	This will incur an Administration Fee.  <i>E.g. A hirer emails on the 6 August to change their booking on 12 August.</i>  <i>*Administration fee is applied per instance, not for each change.</i> <i>*Alternatively, hirer can cancel / forfeit non-required booking time (whichever is the lesser amount).</i>
If requested <b>changes</b> have been made to a <b>Regular</b> booking <b>for the following month</b>	No charge.  <i>E.g. A hirer emails on 29 July to make changes to their August booking.</i>
If requested <b>changes</b> have been made to a <b>Regular</b> booking <b>within the same month</b>	This will incur an Administration Fee.  <i>E.g. A hirer emails on 6 August to change their booking on 12 August.</i>  <i>*Administration fee is applied per instance, not for each change.</i> <i>*Alternatively, hirer can cancel / forfeit non-required booking time (whichever is the lesser amount).</i>

\*The Administration Fee is not charged for new bookings or adding additional time.

\* Refer to Council's adopted [Fees & Charges](#) for more information.

- 4.2 Regular/permanent hirer changes and cancellations to bookings are at no cost up until the end of the month, before next month's bookings commence.
- 4.3 Casual hirer changes and cancellations to bookings are at no cost up to until two weeks prior to their booking.
- 4.4 Regular/permanent changes made within same month of hire will incur an Administration Fee per instance. The Administration Fee is not charged for new bookings or additional time.
- 4.5 Casual hirer changes made within two-week period of hire will incur an Administration Fee per instance. The Administration Fee is not charged for new bookings or additional time.
- 4.6 Regular/permanent cancellation(s) made within same month and outside two-week period of hire, will incur a Cancellation Fee or result in booking forfeit (whichever is the lesser amount). *\*Cancellation Fee is applied per instance, not for each cancelled date.*
- 4.7 Regular/permanent cancellation(s) made within same month and inside two-week period of hire will result in booking forfeit.
- 4.8 Casual hirer cancellation(s) made within two-week period of hire will result in booking forfeit.
- 4.9 Cancellations due to illness are not eligible for a refund. The booking can be credited (valid for 12 months) or rescheduled within the same month without penalty or will be forfeited.
- 4.10 In the event of adverse weather including high winds, high temperatures or rain preventing play, hirers are entitled to a credit providing Council is notified in writing on the same day of the booking. Email [CommunityCentres@northernbeaches.nsw.gov.au](mailto:CommunityCentres@northernbeaches.nsw.gov.au).
- 4.11 In the event play is interrupted or unable to proceed for other reasons, the hirer may be required to provide documented evidence the designated courts were unusable to claim a credit (e.g. health warnings, photos of the condition of the courts).
- 4.12 Credits are valid for twelve months from date of issue.
- 4.13 No shows and last-minute cancellations without notification will not be credited or refunded.

## 5. Damage

- 5.1 The hirer is responsible for the full cost of any damage caused to the premises, grounds, furniture or fittings during the hirer's use of the premises.
- 5.2 It is the responsibility of the hirer to inspect the premises at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Noticeable damage to the premises is to be reported to Council immediately.

## 6. Storage

- 6.1 Council reserves the right to review the allocation of storage at any time.
- 6.2 Regular hirers are charged storage fees annually.
- 6.3 Storage facilities are for storage of equipment that is used inside, not for equipment that is used for activities not related to the centre's tennis court hire.
- 6.4 If the hirer who has been assigned storage decides to share the area then it is at the hirer's risk. Council is not responsible for any loss or damage.
- 6.5 Council has the right to dispose of any incorrectly stored items.

## 7. Advertising

- 7.1 Temporary banners, signage or A-frames can only be erected by the hirer during the hire period or with the prior approval of Council. Hirers are not to erect or display any sign or notice on the premises without the prior written consent of Council. Permanent individual signs on community centres advertising user groups are not permitted. Any illegal signage found will be disposed of.

Northern Beaches Council reserves the right to cancel any bookings and/or charge a penalty fee in the event of a breach of these terms and conditions.

For assistance, please email [CommunityCentres@northernbeaches.nsw.gov.au](mailto:CommunityCentres@northernbeaches.nsw.gov.au) or phone 02 8495 5012. Out of hours emergencies can be reported to **1300 434 434**.