

Membership Terms & Conditions

1. APPLICATION FOR MEMBERSHIP

- 1.1 An applicant for membership (“the applicant”) of the Ferny Hills Tennis Centre (“the club”) agrees to pay the membership fee for the category of membership applied for, provided that if the applicant is not accepted the fee shall be forthwith repaid to the applicant.
- 1.2 In the event of acceptance, the applicant agrees to pay the membership fee specified by the Club for the category of membership in advance.
- 1.3 The applicant understands that the membership cannot be transferred and that the membership fee is non-refundable.
- 1.4 The club, without assigning or providing any reason therefore may refuse an application for membership.

2. MEMBERSHIP CATEGORIES

An applicant may apply for any one of the following membership categories and if accepted into membership shall receive full privileges as detailed below:-

- 2.1 **Sunday Family Membership** shall entitle a Family to free Sunday casual court hire during daylight hours. (subject to availability)
- 2.2 **Individual Adult Membership** shall entitle a member to full use of the Ferny Hills tennis facilities day or night subject to availability, plus free entry to Monday night social tennis.
- 2.3 **A Couples Membership** shall entitle 2 adults to full use of the Ferny Hills tennis facilities day or night subject to availability, plus free entry to Monday night social tennis for both members.
- 2.4 **A Family Membership** shall entitle a family to full use of the Ferny Hills tennis facilities day or night subject to availability, plus free entry to Monday night social tennis for all immediate family members.
- 2.5 **A Corporate Membership** shall entitle a business to 1 Family and 2 Individual Adult Memberships plus a half day annual corporate event and naming rights of a club event or fixture.
- 2.6 Memberships are available in **12 month** terms only except for Sunday Family Membership which has a **6 month** option also.

3. CONDITIONS OF MEMBERSHIP

- 3.1 Ferny Hills Tennis Centre PTY LTD (“the company”) as the proprietor of the Club shall manage the Club and administer these terms and conditions and its powers and authorities shall include the following:-
 - 3.1.1 To determine the number of members
 - 3.1.2 To determine the class of membership
 - 3.1.3 To determine the entitlement of each class of membership
 - 3.1.4 To determine membership fees
 - 3.1.5 To determine conditions of acceptance of new members
 - 3.1.6 To determine if capital improvements are necessary
 - 3.1.7 To determine variable charges and expenses
 - 3.1.8 To determine the conduct of members and to create and implement these terms and conditions in that respect
 - 3.1.9 To determine implications of non payment of fees, charges and expenses by members and their guests
 - 3.1.10 To decide upon expulsion of members having regard to these terms and conditions
- 3.2. Acceptance into membership and the payment of joining fees and annual subscriptions provide a member with a privilege to utilise the facilities of the club in accordance with these terms and conditions but does not confer upon any member or proprietary, interest in the Company, the Club or the Tennis Centre.

4. LIMITATIONS OF LIABILITY

- 4.1 All members and their guests use the Club and its facilities entirely at their own risk and understand the centre will not be manned outside of pro shop operating hours. Should the courts be rain effected, members are not to play due to risk of injury.
- 4.2 The club does not accept responsibility for damage or injury absolutely resulting from the use of the facilities howsoever caused.
- 4.3 The club is not responsible for any lost or stolen items or damage to property or vehicles of members or their guests.
- 4.4 The member causing such damage shall pay for damage caused willfully or negligently.
- 4.5 Members are responsible for damages or injury caused by their children or guests.
- 4.6 This exclusion of liability shall be construed to include the Company, its directors, servants and agents and any manager or consultant engaged by the Company.

5. AMENDMENT TO CONDITIONS OF MEMBERSHIP

- 5.1 The company is authorised and empowered to make, amend and enforce these terms and conditions and any rules and regulations in connection with the use of the facilities of the club.
- 5.2 Each applicant and member agrees with the company to be bound by these terms and conditions and any such rules and regulations as amended from time to time.
- 5.3 Any amendment to these terms and conditions or to any such rules and regulations shall be displayed on the notice board and shall take effect from the date specified in the notice so displayed or if no date specified, shall take effect immediately upon such notice being so displayed without the need for the company or the club to formerly advise each member by individual notice.

6. EXPULSION OF MEMBER

A member may be expelled from the club and his or her membership cancelled for persistently refusing or neglecting to comply with these terms and conditions or the rules made hereunder or for conduct which is unbecoming or against the interest of other members of the club, as determined by the company in its absolute discretion. It is agreed that the decision of the company shall be final and binding and shall not be subject to any appeal. An expelled member shall only be entitled to reapply for membership with the prior written consent of the company. Upon any such expulsion, a member shall not be entitled to a refund of the whole or any part of any membership fees or other charges.

7. TENNIS RULES

- 7.1 In order to maintain the best playing surfaces, players are neither to bring food or drink on the courts nor to smoke on the courts, nor chew gum.
- 7.2 Please place litter in the bins provided.
- 7.3 Current Pro Shop Times – (During the school term)

Monday to Friday:	1pm - 8pm
Saturday:	7am to 5pm
Sunday:	Closed

* Subject to change*

Reservation Schedule

- a) Members may reserve a tennis court for a maximum of 1 hour per day or *night subject to availability. To save disappointment, see the 12 month event calendar for scheduled events.
- b) Member bookings can be made through the Pro Shop by quoting your membership number at the time of booking.
- c) Member bookings may be made a maximum of 7 days in advance.
- d) Sunday Family Membership is limited to daylight hours.
- e) A \$5 Member's Guest Fee is applicable to cover each guest on court. Guest Fee Passes can be purchased at a discounted rate in books of 5 or 10 from the Pro Shop.
- f) The member is responsible for ensuring the Pro Shop receives the Guest Fee prior to play. Outside Pro Shop hours, Guest Fee Passes are to be placed in the visitor box.
- g) The Court Booking Sheet can be found on the notice board behind Court 3 each Sunday.
- h) Spot checks will be conducted to ensure membership rules are being adhered to.

* Excludes Sunday Family Membership

Membership Price List

Sunday Family

6 months:	\$89
12 months:	\$129

Adult Single

12 months:	\$299
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Adult Couple

12 months:	\$399
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Family

12 months	\$449
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Corporate

12 months	\$599
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Prices effective March 2008

To book a court phone

3851 0444

during operating hours,
or visit the Pro Shop at

144 Samford Rd

Ferny Hills

Or Email: proshop@fernycastletennis.com.au



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