



Terms and Conditions

TWEED HEADS

By choosing to attend Goals Australia 5 a-side all persons accept the following “Terms and Conditions”. Please read these terms carefully before browsing this website as using the website indicates that you have both read and accept these terms.

Carefully read the relevant section pertaining to the area of Goals that applies to you/your team.

Section:

- 1. Definitions**
- 2. General Use of website**
- 3. 5 A-Side Leagues – including fees and match cancellation policy**
- 4. Use of the Facility – including pitch hire**
- 5. Use of the Facility – spectators**
- 6. Insurance and Liabilities**
- 7. Copyright**
- 8. Proprietary Rights**
- 9. Disclaimer of Warranties**

1. Definitions

The term “Goals” or “Goals Australia” or “Goals Australia Tweed Heads” or “us” or “we” refers to the owner of the website who is Goals at Emerald Lakes Pty Ltd (ABN 23618583510). The term “Pro-One Tennis Academy” refers to the facility at which Goals Australia Tweed heads utilises. The term “you” refers to the user or viewer of this website.

2. General Use of Website

The contents of the pages of this website is for your general information and use only and is subject to change without notice. You have no other rights in this website or any of its encompassing materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this website or its

contents in any manner. You shall have no rights in relation to copyright, trademarks or other of our intellectual property rights or the intellectual property rights of third parties. You may not create a link to this website from another website or document without Goals Australia's prior written consent. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited.

3. 5 A-Side Leagues – including fees and match cancellation policy

Registration into one of our leagues is to be done via our online registration located on the Goals Australia website. To register a team, a nominated team captain must go through the registration process – outlined through the steps on the registration page – and register the team into the league. There is a non-refundable \$160 commitment fee which is to be paid prior to the start of any league and ensures your teams place within the nominated league. This commitment fee also covers the last 2 weeks of match payments for the league. There is no registration fee for any team. The person completing the registration form is responsible for collecting any fees from other players within the team. Goals has a one team, one payment policy: there are no split payments allowed. The weekly team match fee of \$80 is to be paid as one whole payment. If paying in cash, the full \$80 amount is to be given all at once. If paying by card, the full \$80 must be paid in a single transaction. All match fees must be paid prior to kick-off at the club house. Matches will not start until both teams have paid the weekly match fee/any outstanding balance.

The full league fee for a team will be \$80 times the length of the league (number of weeks the league will be run for). The total amount will be deducted by the \$160 commitment fee once the team has been registered with the remaining amount to be paid on a weekly basis of \$80 (this being the team match fee). A team is able to pay more than the weekly team fee of \$80 if they wish to do so; we require the team to pay the minimum amount of \$80 per week, per team to take the pitch and for the match to commence. By choosing to register a team and play in one of our leagues, you are committing to paying the full amount of the league.

Goals Australia requires a minimum of 4 players to take the pitch for a team for the match to be worth full points. If there is a circumstance where a team is unable for this to happen, the match cancellation policy is outlined as such:

- a) If more than 24hrs notice has been given to the staff at Goals, the team that is unable to play will still pay their teams weekly match fee of \$80 plus half of the opponents match fee (\$40). The \$120 must be paid before the following weeks match.
- b) If less than 24hrs notice has been given to the staff at Goals, the team that is unable to play will still pay their teams weekly match fee of \$80 plus the full amount of the opponents match fee of \$80. The \$160 must be paid before the following weeks match.

- c) The team that is unable to field a side will forfeit the match with the result being a 10-0 win to the opponent.

Under the circumstance where a team is unable to play out the remainder of the league, the team will still be liable for the weekly match fees on a continual basis for all remaining games until a replacement team is found to take over their place within the league.

No refunds are provided for any/all league match or commitment fees.

In the event of an extreme weather occurrence, a scheduled fixture may be deemed to be unplayable and the match abandoned. The decision to abandon a match at any point due to safety reasons or the playing surface being unstable is and will be at the referee or a Goals Australia representative's discretion.

In the event of games being called off, a match that is in the first half will be rescheduled for a later date. A match that has reached at least the five (5) minute mark of the second half will result in the current score being the final result.

4. Use of the Facility – including pitch hire

All bookings are required to be made via either calling or emailing Goals Australia and speaking to a staff member. A valid credit card must be provided to secure any bookings. Block bookings can be made subject to availability and at a potential discount if an agreement can be made between both parties. Bookings that have been made more than 48hrs in advance will incur a 50% cancellation fee of the total booking price. Goals Australia holds the right to cancel a booking at any time; notice will be given.

5. Use of Facility – including spectators

Players and spectators entering the Pro-One Tennis facility to use Goals Australia Tweed Heads do so at their own risk. Goals at Emerald Lakes Pty Ltd does not accept responsibility for any injury or loss from the use of our facility. Entry to use Goals Australia Tweed Heads on the Pro-One Tennis Academy facility is subject but limited to:

- a) By entering you agree to be filmed, photographed and recorded. You agree that all the material we capture may be used by us for commercial purposes.
- b) No alcohol is allowed to enter the premises. Pro-One Tennis Academy is fully licensed.
- c) Climbing on fencing and netting structures is strictly prohibited.
- d) Intoxicated persons will not be allowed to play.
- e) Intoxicated spectators will be asked to leave the premises.
- f) Children under 16 must be supervised at all times by an adult.
- g) Players must vacate the pitch after the end of their scheduled match.

- h) Any person making a booking is responsible for those who use the facility in the allocated timeslot and must inform those of the terms and conditions of use outlined on this website.
- i) Goals Australia Tweed Heads and Pro-One Tennis Academy reserves the right to remove any persons from the facility.
- j) No “commercial activities” or “outside promotion” of any kind is allowed without the consent of Goals Australia Tweed Heads and Pro-One Tennis Academy.
- k) The above may be added to at any time without notice at the discretion of Goals Australia management.

6. Insurance and Liabilities

All insurance and liabilities are subject to that of what is currently held and in place by Pro-One Tennis Academy.

7. Copyright

The contents of these pages and all material on this site are the copyright of Goals at Emerald Lakes Pty Ltd. Copying or incorporation of part or all of the contents in any form is prohibited unless prior agreement has been made with management.

8. Propriety Rights

Goals Australia is a trademark that belongs to Goals at Emerald Lakes Pty Ltd. Other trademarks, names or logos on this website are the property of their respective owners. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

9. Disclaimer of Warranties

This website is provided as is and with all faults and the entire risk as to the quality and performance of this website is with you. We expressly disclaim all warranties of any kind (express, implied or statutory) with respect to this website, which includes but is not limited to, any implied or statutory warranties or merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights. We do not promise the website is free of problems. We make no warranty that this website will meet your requirements or that this website will be uninterrupted, timely, secure, or error free that or that defects in this website will be corrected. We make no warranty as to the results that may be obtained from the use of this website or as to the accuracy or reliability of any information obtained through this website. We disclaim all equitable indemnities.