



TERMS AND CONDITIONS

CARRARA - GOALS AT EMERALD LAKES PTY LTD (ABN 23618583510)

By accessing or using the Goals Australia 5-a-side website or participating in any of our services, you agree to abide by these "Terms and Conditions." Please read these terms carefully before using this website. By continuing to browse and use the site, you confirm that you have read, understood, and accept these terms.

Sections:

1. Definitions
2. General Use of the Website
3. 5-a-Side Leagues – Fees and Match Cancellation Policy
4. Use of the Facility – Pitch Hire
5. Use of the Facility – Spectators
6. Insurance and Liabilities
7. Copyright
8. Proprietary Rights
9. Disclaimer of Warranties
10. Lost or Stolen Items
11. Dispute Resolution
12. Jurisdiction
13. Privacy and Data Protection
14. Force Majeure

1. Definitions

The terms “Goals” or “Goals Australia” or “us” or “we” refer to Goals at Emerald Lakes Pty Ltd (ABN 23618583510), the owner of this website. The term “you” refers to the user or viewer of this website.

2. General Use of Website

The content on this website is provided for your general information and personal use only, and is subject to change without notice. You agree not to modify, copy, reproduce, distribute, or exploit the content of this website in any way, nor reverse-engineer, alter, or create derivative works from any part of the website.

You shall not claim any rights to the website’s intellectual property, including but not limited to its copyright, trademarks, and other proprietary rights. Linking to this website from another website or document requires prior written consent from Goals Australia.

This website contains material owned or licensed to us, including but not limited to the design, layout, and graphics. Reproduction is prohibited unless authorized in writing.

3. 5-a-Side Leagues – Fees and Match Cancellation Policy

Registration for our 5-a-side leagues must be completed through the online registration form on the Goals Australia website. The team captain is responsible for completing the registration process and ensuring that the match fees are paid as per our policy.

To secure your team’s place in the league, a non-refundable \$160 commitment fee must be paid prior to the league’s start. This fee will be deducted from the total league fee.

The total league fee is calculated by multiplying \$80 + GST by the total number of weeks in the season. We enforce a one-team, one-payment policy, meaning split payments are not allowed.

For the first four weeks, the weekly match fee of \$88 must be paid in full before each match. Games will not commence until the full match fee and any outstanding balance have been paid by both teams. After the fourth week of the league, the remaining balance of the total league fee is due in full, unless previously agreed upon otherwise with a Goals Australia staff member.

By registering your team and agreeing to participate in the league, you commit to paying the full league fee.

Match Cancellation Policy:

If a team cannot field at least 4 players:

- **More than 24 hours' notice:** The team must pay their \$88 match fee plus \$44 (half of the opposing team's fee). This \$132 must be paid before the next scheduled match.
- **Less than 24 hours' notice:** The team must pay their \$88 match fee plus the full \$88 for the opposing team's match fee. This \$176 must be paid before the next scheduled match.
- **Forfeited matches:** If a team cannot field a team, the opposing team is awarded a 10-0 victory.

If a team cannot continue for the remainder of the league, the team will remain responsible for weekly match fees until a replacement team is found. No refunds are provided for league fees or commitment fees.

In case of extreme weather, a match may be abandoned if the conditions are unsafe or the playing surface becomes unstable. The decision to abandon a match is at the discretion of the referee or a Goals Australia representative. Matches abandoned during the first half will be rescheduled. If the match is in the second half for more than 5 minutes, the current score stands.

4. Use of the Facility – Pitch Hire

All bookings must be made by contacting Goals Australia via phone or email. A valid credit card is required to secure any booking. Block bookings may be eligible for a discount, subject to availability and mutual agreement.

Cancellations made more than 48 hours in advance will incur a 50% cancellation fee of the total booking price. Goals Australia reserves the right to cancel any booking at any time, with notice given to the booking party.

5. Use of the Facility – Spectators

All players and spectators use the Goals Australia facility at their own risk. Goals at Emerald Lakes Pty Ltd is not responsible for any injuries or loss sustained on the premises. By entering the facility, you agree to the following terms:

- a) You consent to being filmed, photographed, or recorded, and grant Goals Australia permission to use such materials for commercial purposes.
- b) No alcohol may be brought onto the premises. Goals Australia is fully licensed.

- c) Climbing on fences or netting structures is strictly prohibited.
- d) Smoking is prohibited anywhere but the designated smoking area.
- e) Intoxicated persons will not be permitted to play.
- f) Intoxicated spectators will be asked to leave the premises.
- g) Children under 16 must be supervised by an adult at all times.
- h) Players must vacate the pitch immediately after their scheduled match.
- i) The person making a booking is responsible for informing others of these terms and conditions.
- j) Goals Australia reserves the right to remove anyone from the premises.
- k) Commercial activities or outside promotions are not permitted without prior written consent from Goals Australia.
- l) Goals Australia may amend these terms without notice at its discretion.

Spectators at Goals Australia are expected to behave respectfully and in a manner that does not disrupt the activities of others. Violent, aggressive, or discriminatory behaviour will not be tolerated. Goals Australia reserves the right to remove any spectator from the premises whose conduct is deemed unacceptable by staff or management.

6. Insurance and Liabilities

Goals at Emerald Lakes Pty Ltd maintains public liability insurance for the operation of its business. By using our facilities, you accept responsibility for any injury or illness incurred during participation in activities at the premises. You waive any claims against Goals Australia, its employees, and agents for such injuries or illnesses.

We offer optional player accident coverage for teams, which provides coverage for up to 10 players throughout the season. The cost for this insurance will be displayed on the registration page when signing up for a new league. To qualify for coverage, all players must be fully registered, and Goals Australia must be notified within 72 hours of any injury. Please note that non-Australian residents are not eligible for this insurance coverage.

7. Copyright

All content on this website, including but not limited to text, images, logos, and graphics, is the property of Goals at Emerald Lakes Pty Ltd. Reproduction, modification, or distribution of any content is prohibited unless prior written consent has been obtained from Goals Australia.

8. Proprietary Rights

“Goals Australia” is a trademark owned by Goals at Emerald Lakes Pty Ltd. All other trademarks, logos, and names are the property of their respective owners. All rights not expressly granted herein are reserved. Reproduction, distribution, modification, or publication of copyrighted material is prohibited without the express written consent of the copyright owner.

9. Disclaimer of Warranties

This website is provided "as is" and "with all faults." We make no warranties, either express or implied, regarding the website's quality, functionality, or availability. We disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not guarantee that this website will meet your requirements or that it will be uninterrupted, secure, or error-free. We do not warrant the accuracy, reliability, or completeness of the information provided through this website.

10. Lost or Stolen Items

Goals Australia is not responsible for any loss, theft, or damage to personal belongings while using the facility.

11. Dispute Resolution

In the event of any dispute or claim arising out of or in connection with these Terms and Conditions, the parties agree to attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved informally, the parties agree to submit the matter to binding arbitration in accordance with Australian law at a mutually agreed location. Any decision made through arbitration shall be final and binding on all parties involved.

12. Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland, Australia. Any disputes arising under or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts located within Queensland.

13. Privacy and Data Protection

Goals Australia is committed to protecting your privacy and complies with applicable privacy laws, including the [Australian Privacy Principles under the Privacy Act 1988]. By registering or using the website, you consent to the collection and use of your personal data as described in our Privacy Policy, which is available on our website. We will use the personal data you provide for purposes such as facilitating registration, processing payments, and communicating with you about our services. We will not share your personal data with third parties except as required by law or to provide our services.

14. Force Majeure

Goals Australia shall not be held liable for any failure or delay in performing its obligations under these Terms and Conditions caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, natural disasters, government actions, or Labor strikes. In the event of a force majeure event, Goals Australia will make reasonable efforts to notify affected parties and resume performance as soon as possible.
