

Love All Tennis

Ball Machine Hire Agreement, Risk Warning and Waiver

Love All Tennis Pty Ltd · ABN _____ · lovealltennis.com.au

HIRER DETAILS

Name: _____

Phone: _____ Email: _____

Address: _____

Existing Love All Tennis client? Yes ____ No ____

1. EQUIPMENT

Pusun PT-Mini Pro tennis ball machine (serial _____), LiFePO4 battery and charger, remote control, return net, carry bags, and **65 pressureless tennis balls** ("the Equipment").

2. HIRE PERIOD

Weekend hire runs Friday 5pm to Monday 9am. Weekly hire runs Friday 5pm to the following Friday 5pm.

From: _____ at _____ To: _____ at _____

3. FEES AND BOND

Item	Amount
Hire fee	\$_____
Security bond <i>(waived for existing Love All Tennis clients)</i>	\$_____
Late return fee	\$60 per day or part day, or \$120 per day where the late return causes a confirmed hire to be cancelled

The bond is refunded within 3 business days of return, less any deduction under clause 6.

4. THE HIRER'S RESPONSIBILITIES

The Hirer agrees to:

- (a) use the Equipment only for its intended purpose, on a tennis court, in dry conditions;
- (b) **check that the court allows ball machines before using the Equipment.** It is the Hirer's responsibility to check, not ours;
- (c) keep the Equipment under the Hirer's direct supervision at all times, and not allow any person under 18 to operate it unsupervised;
- (d) ensure that no person stands in front of, beside, or within the firing path of the Equipment while it is switched on;
- (e) not modify, dismantle or attempt to repair the Equipment;
- (f) not sub-hire, lend or transfer the Equipment to any other person;
- (g) store the Equipment securely and out of the weather;
- (h) **not leave the Equipment in a vehicle in hot weather.** Heat permanently damages the battery;
- (i) return the Equipment on time, clean, charged, and with all balls and accessories.

5. RISK WARNING

This is a risk warning for the purposes of section 5M of the Civil Liability Act 2002 (NSW).

Use of a tennis ball machine is a recreational activity that carries a risk of physical harm. Tennis balls are fired at speed and can cause serious injury, including eye injury, facial injury, bruising, fractures and dental damage. Risks include, but are not limited to:

- being struck by a ball fired by the machine;
- being struck by a ball rebounding off a surface, racquet or person;
- trips, falls and collisions while moving to play a ball;
- muscle, tendon and joint injury from repetitive hitting;
- injury from lifting, carrying or moving the Equipment, which is heavy;
- electric shock or burns from misuse of the battery or charger;
- malfunction of the Equipment, including a ball being fired unexpectedly or in an unintended direction.

The Hirer acknowledges that these risks exist, that they are obvious risks of the activity, and that the Hirer accepts them voluntarily.

6. CONDITION, DAMAGE AND LOSS

- (a) The Equipment is photographed at collection and at return. Both parties agree the photographs record its condition.
- (b) The Hirer is responsible for all loss of, theft of, or damage to the Equipment during the hire period, other than fair wear and tear.
- (c) Where the Equipment is damaged, the Hirer pays the reasonable cost of repair. Where it is lost, stolen, or damaged beyond economic repair, the Hirer pays the replacement cost of \$_____.
- (d) Missing balls are charged at \$4 each.
- (e) We may deduct amounts owing under this clause from the bond. If the amount owing exceeds the bond, the Hirer pays the difference within 14 days.

7. RELEASE

To the maximum extent permitted by law, the Hirer releases Love All Tennis Pty Ltd, its directors, employees and contractors from all claims, demands and proceedings for any injury, loss or damage suffered by the Hirer arising from or in connection with the hire or use of the Equipment, including where caused by our negligence.

8. INDEMNITY

The Hirer indemnifies Love All Tennis Pty Ltd, its directors, employees and contractors against all claims, demands, proceedings, damages, costs and expenses brought by or on behalf of **any third party**, including any child of or in the care of the Hirer, and including any court owner or operator, arising from or in connection with the hire or use of the Equipment during the hire period.

9. YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW

Nothing in this agreement excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law. Where liability cannot be excluded but can be limited, our liability is limited to resupplying the Equipment or paying the cost of resupply.

10. TERMINATION

We may end the hire and repossess the Equipment immediately if the Hirer breaches this agreement. No refund is payable in that case.

ACKNOWLEDGEMENT

I have read and understood this agreement. **I have read the risk warning in clause 5 and I accept those risks.** I understand that I am responsible for the Equipment while it is in my possession, and that I am giving up rights I would otherwise have.

I confirm I am 18 years or older.

Hirer signature

Print name

Date

Love All Tennis representative

Date

Questions about these terms? Get in touch before you sign at lovealltennis.com.au