

# Tennis World Application Form



## Applicant Details

First Name: \_\_\_\_\_ Parents name: (juniors under 18 yrs only) \_\_\_\_\_

Surname: \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: (circle) M / F

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile: \_\_\_\_\_ Home Ph: \_\_\_\_\_

Bus Ph: \_\_\_\_\_ Email: \_\_\_\_\_

Please sign me up for: (tick the applicable box/es)

**Tennis World Coaching Programs**    ANZ Tennis Hot Shots    Junior Group    Junior Development Squad  
Advanced Squad    Performance Squad    Adult Group

Duration:     Ongoing (minimum of one coaching term)

Payment:     Direct Debit (fortnightly)

### I agree to pay:

(a) Joining fee of \$ \_\_\_\_\_ on the nominated start date of \_\_\_\_/\_\_\_\_/\_\_\_\_; and

(b) Subsequent fortnightly instalments of \$ \_\_\_\_\_ from my nominated credit card/bank account as set out below.

I understand that my instalments will continue until I give Tennis World written notification of my intention to terminate those instalments in accordance with the Tennis World membership and coaching conditions.

I have read and accept the Tennis World Membership and Coaching Conditions (on the rear of the application form).

Signed (adult member) \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Note: in the case of juniors, under the age of 18, parents/guardians to sign for child or children)

### OFFICE USE:

Processed by: \_\_\_\_/\_\_\_\_/\_\_\_\_ Staff Member: \_\_\_\_\_

## Payment Details

### Direct debit from credit card

Type:    Visa    Mastercard

Name of credit holder: \_\_\_\_\_

Card number: \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ / \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ / \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

Expiry date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initial payment received: \$ \_\_\_\_\_ Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

Payment Type:    Visa    Mastercard

### OR

### Direct debit from bank account

Bank account details

Branch: \_\_\_\_\_

Account name: \_\_\_\_\_

BSB: \_\_\_\_\_

Account number: \_\_\_\_\_

# Tennis World Membership and Coaching Program Agreement

Tennis Australia Limited (TA) operates 'Tennis World' (TW) in Melbourne Park and Albert Park Reserve (collectively Venue). These terms and conditions govern TW Memberships (TW Memberships) and TW Coaching Programs (TW Coaching Programs). By submitting a TW Application Form you accept the following terms and conditions.

## 1. TW Membership

1.1 You can become a TW member by purchasing a TW Membership upfront for a fixed term of 12 months (Fixed Term Membership) or by signing up for an ongoing monthly membership for a minimum term of 3 months (Ongoing Membership).

1.2 You can pay your TW Membership fees as follows:

- Fixed Term Membership – Upfront payment for a fixed term of 12 months;
- Ongoing Membership – payable in advance by direct debit from a transaction account or credit card in accordance with the payment timetable set out in your TW Application Form. The payments will continue to be debited until you cancel your membership in accordance with clause 5.2.

1.3 As a new member, you are also required to pay a non-refundable joining fee.

1.4 Your TW Membership provides you with access to the Venue as well as the prescribed number of workout sessions (eg. Tennis Workout, Cardio Tennis, Boot camp, Spin Class) (TW Sessions) as set out in your specific tier of TW Membership. To participate in a TW Session you are required to pre-book that session. You are not permitted to book in for two TW Sessions which occur at the same time.

## 2. TW Coaching Program

2.1 You may sign up for the TW Coaching Program with or without having a TW Membership. Coaching must be purchased for a minimum of one fixed term, which can vary from 8-12 weeks (as advised by TA) (Coaching Term).

2.2 TW Coaching Program fees must be paid in advance by direct debit from a transaction account or credit card in accordance with the payment timetable set out in your TW Application Form. The payments will continue to be debited until you cancel your TW Coaching Program in accordance with clause 6.2.

## 3. Venue Rules

3.1 At all times while you are in the Venue you must abide by the TW Conditions of Entry which you can find at <http://www.tennis.com.au/tennisworld/about-tennis-world/conditions-of-entry> and all other rules or regulations of which TA advises you from time to time, including but not limited to the TAMember Protection Policy (which is available for viewing at [http://www.tennis.com.au/wp-content/uploads/2011/10/178\\_Member\\_Protection\\_Policy.pdf](http://www.tennis.com.au/wp-content/uploads/2011/10/178_Member_Protection_Policy.pdf)).

3.2 We can refuse entry to anyone, including members, if they act unreasonably or breach the TW Conditions of Entry. We may also warn you that you risk having your membership cancelled and if you continue to behave in the same way, we may cancel your membership immediately.

## 4. Late or Disallowed Payments

4.1 If your payment is dishonoured or unable to be processed, a temporary stop will be placed on your TW Membership and/or TW Coaching and you will be required to supply an alternative method of payment to access the Venue. In addition, for each dishonoured payment, TW will charge you a fee of \$10.00, comprised of administrative fees and bank fees. This will be debited from your account and you authorise TW to do this.

4.2 If there is any arrears in payment (due to administrative or similar error or for any other reason) you authorise TA to debit the outstanding balance from your account in order to bring your account up to date, provided that TA first gives you notice of such arrears.

4.3 If you owe TA any other payments (other than in respect of payment of TW Membership fees or TW Coaching fees) and fail to pay this amount within 14 days of being requested to do so by TA, you authorise TA to notify any debt collection or credit reporting agency of your default. If you have not paid this money to TA after 14 days, TA may also at its discretion terminate your TW Membership and/or TW Coaching. At this point you will be required to pay any outstanding amounts plus TA's expenses incurred in collecting or attempting to collect the debt from you.

## 5. Suspension and Cancellation of TW Membership

5.1 **Suspension:** You can suspend your TW Membership for a minimum period of 7 days up to a maximum of 12 weeks per year. TW may allow longer suspensions for medical reasons but you will be required to provide TW with a medical certificate to TW's satisfaction. To suspend your TW Membership you must provide 24 hours written notice by email to [twmemberships@tennis.com.au](mailto:twmemberships@tennis.com.au). Suspensions will not be backdated. TA will charge you a \$10 monthly fee when you suspend your membership (or a pro rata amount for the relevant period). Once your suspension period has ended, direct debits will recommence even if you have not visited the Venue.

5.2 **Cancellation:** You can cancel your ongoing monthly TW Membership after the expiry of the minimum term of 3 months by giving 30 days written notice to TA. After TA receives your notification in writing, TA will deduct one further monthly payment from your account. Any fees outstanding at the date of cancellation will remain a debt owed to and recoverable by TA. If you wish to cancel your membership during the minimum term of 3 months, you will be required to pay a cancellation fee of \$50 (in addition to the one further monthly payment). If you wish to cancel your Fixed Term TW Membership, you will be required to pay a cancellation fee of \$200.

5.3 **Cancellation of your Membership by TA:** TA can cancel your membership as follows:

- If you act inappropriately or unreasonably TA may warn you that you risk having your membership cancelled. If you continue to behave in the same way, TW may cancel your membership immediately.
- immediately without warning if you behave in a way that is risky or seriously inappropriate, such as threatening or harassing others, damaging equipment or using illegal drugs..
- immediately if you breach these terms and conditions or breach any TA or TW rules and the breach is unable to be fixed or you do not fix the breach in a reasonable time after we inform you of the breach in writing.

## 6. Suspension and Cancellation of TW Coaching/TW Sessions

6.1 **Suspension of TW Coaching:** You cannot suspend TW Coaching.

6.2 **Cancellation of TW Coaching:** You cannot cancel TW Coaching during the Coaching Term. After the Coaching Term, you can cancel your TW Coaching by giving written notice to TA 14 days prior to the commencement of a new Coaching Term. After notification in writing is received, TA will deduct one further fortnightly payment from your account. Any fees outstanding at the date of cancellation will remain a debt owed to and recoverable by TA.

6.3 **Non-attendance/Cancellation of TW Coaching Sessions or TW Sessions**

- If you are unable to attend a particular coaching session during the Coaching Term you must provide TA with 24 hours' notice. TA may, but is under no obligation to, arrange a make-up coaching session for you. If you do not provide TA with 24 hours' notice you are not entitled to make up the session.
- Wet Weather Rescheduling:** From time to time, TA may need to cancel coaching sessions due to wet weather. If TA does this, TA will notify you and reschedule the cancelled session. Sessions that are washed out after half the allotted time has completed will count as a full session.

(c) **Rescheduling of Sessions:** Any sessions which must be rescheduled in accordance with clauses 5.3 (a) and (b) must be rescheduled during the relevant Coaching Term. They will not be carried over to the next Coaching Term.

6.4 **Non-attendance/Cancellation of TW Sessions**

- If you are unable to attend a TW Session for which you have registered, you must provide TA with 24 hours' notice.
- If you do not provide TA with 24 hours' notice on three separate instances, TA reserves the right to cancel your TW Membership.

## 7. Transfer of TW Membership and TW Coaching

- TW Membership:** You are entitled to transfer your TW Membership to a non TW member. This person must be sourced by you. No transfer can occur until all your outstanding payments are up to date. In addition, a transfer fee of \$25 dollars is payable to TW at the time of the transfer to cover the administration of the change in membership and the induction for the incoming member to TW.
- TW Coaching is not transferrable.

## 8. Changing the Terms of Your Membership Agreement

8.1 TA may increase the amount of the TW Membership fees at any time after your minimum term has ended. If TA decides to do so it will give you 30 days written notice..

8.2 TA may increase the TW Coaching fees at any time prior to the commencement of a new Coaching Term. If TA decides to do so it will give you 30 days written notice.

8.3 TA reserves the right to change, modify or update rules and or terms and conditions relating to your TW Membership, TW Coaching or use of the Venue. Any such changes will be made with reasonable notice and displayed prominently in and around Venue and on the TW website ([www.tennis.com.au/tennisworld/](http://www.tennis.com.au/tennisworld/)).

## 9. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that TA is required to ensure that the recreational services it supplies to you – are rendered with due care and skill; and are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, TA is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue TA under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. **NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the TA's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

## 10. Indemnity

10.1 You acknowledge that tennis and other activities offered or conducted by TA or under its auspices are inherently physical and dangerous activities and that you risk injury in participating in such activities. By submitting a TW Application Form, you declare that you are medically able to participate in physical activity, and acknowledge that you understand and accept the inherent risks of undertaking these physical activities. You release and indemnify TA to the full extent permitted by law in respect of any claim, loss, liability or expense arising as a result of or in connection with your participation in any TA activity. While all efforts are made to ensure your safety, TA takes no responsibility for injury, damage or loss of property.

## 11. Your Image

11.1 By using the Venue, you consent to your image being taken, retained and reproduced. You acknowledge that all photographs, electronic images, sound recordings, video footage and other records obtained by TA (Records) shall remain the property of TA. You consent to use of the Records by TA in any way, including but not limited to printed publications and visual media including but not limited to DVD's, the Internet and other electronic formats, without any compensation or notice to you. You understand that there will be no restriction as to which Records are used, when those Records are used or the number of times the Records are used.

## 12. Entire Agreement

You have an agreement with TA once you have submitted your TW Application Form. This agreement and supporting documentation referred to in this agreement contain the entire agreement between you and TA with respect to its subject matter and supersede all prior representations, agreements, statements and understandings between us in connection with it, whether in writing or verbal.

## 13. Privacy

13.1 consent to the collection, storage, use and disclosure of my personal information in accordance with the tennis [privacy statement](#) and the tennis [privacy policy](#), which contains information about how I may access and seek correction of my personal information, how I can complain about a breach of my privacy, and how the complaint will be dealt with.

I wish to receive further offers from TA and other Australian Tennis Organisations regarding other products and services. *[optional]*

I wish to receive other offers from third parties who have a relationship with TA or other Australian Tennis Organisations. *[optional]*

13.2 To assist us in the provision of products and services, we need to collect personal information about you. When you provide personal information you agree that this will be used by TA and other Australian Tennis Organisations under the terms of this statement, and our privacy policy located at [www.tennis.com.au/privacy](http://www.tennis.com.au/privacy) which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how we will deal with that complaint. If you do not agree, you must not provide your personal information, and you may be unable to access all of our products

and services. We may disclose your personal information to other parties, including our related companies, other Australian Tennis Organisations, and third parties who provide us services. From time to time, these third parties may be located (and therefore your personal information may be disclosed) overseas, including to the USA and the Netherlands. We may use and disclose your personal information for direct marketing purposes regarding the products and services you are signing up to receive, unless you opt-out (which you can do at any time in accordance with our privacy policy), and for facilitating further offers if you tick one of the boxes below.

I wish to receive further offers from TA and other Australian Tennis Organisations regarding other products and services. *[optional]*

I wish to receive other offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their products and services. *[optional]*