

Tennis World Membership and Coaching Program Agreement

Tennis World Conditions (Membership and Coaching) – South Australia

1. Tennis Australia Limited (TA) operates the 'Tennis World' business (TW) in Millswood Tennis Centre (Venue). These conditions govern membership packages (Membership) and tennis coaching packages (Coaching) sold by TA at the Venue.
2. At all times while you are attending the Venue you must also abide by TW's "Conditions of Use and Entry" (Venue Conditions), copies of which are posted at the Venue and at <http://www.tennisworld.net.au/terms-of-use/>.
3. At all times while you are attending the Venue you are also bound by other rules or regulations notified to you by TA from time to time, including for the avoidance of doubt, TA's Member Protection Policy (posted at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies>).
4. TA may exclude you from the Venue, or deny you entry, if you breach these Conditions, the Venue Conditions or any other TA rule that applies to you.

FEES

5. You agree to pay all fees due and payable under these Conditions.
6. Unless otherwise agreed with TA, fees for Membership and Coaching are payable by:
 - (a) lump sum in advance for a fixed term of membership; or
 - (b) fortnightly instalments in advance by direct debit from a transaction account or credit card.
7. You must ensure that all non-members you invite to access the Venue pay any applicable TW casual fees (court use etc).

DIRECT DEBIT PAYMENT

8. If a scheduled payment of fees is dishonoured or unable to be processed, a temporary stop will be placed on your Membership or Coaching and access to the Venue. You agree:
 - (a) it is your responsibility to arrange an alternative method of payment to ensure your Membership or Coaching and access to the Venue can resume; and
 - (b) TA is authorised to charge you a "dishonour fee" of \$10.00 (to cover TA's administrative and bank fees) and may debit this amount from your account or credit card.
9. You authorise TA to debit any outstanding balances from your transaction account or credit card. Fees will continue to be debited until you cancel your Membership or Coaching in accordance with these Conditions.

NEW MEMBERSHIPS

10. Subject to Condition 11, all new Memberships are subject to a minimum term of 3 months.
11. All new Memberships are also subject to a cooling off period of 7 days. You may cancel your new Membership during the cooling off period by written notice to tennisworldsop@tennis.com.au. In those circumstances, TA will refund any fees for Membership that you have paid.

SUSPENSION

12. You may suspend your Membership for a minimum period of 14 days (and for no more than 90 days in any one calendar year) by providing written notice to tennisworldsop@tennis.com.au, subject to the following provisions:
 - (a) You authorise TA to debit the fee for suspended Membership from your transaction account or credit card of \$4.62 per fortnight (pro-rata across the suspension period).
 - (b) Suspensions will not be backdated.
 - (c) Direct debits will recommence at the end of the suspension period (even if you have not visited the Venue).
13. TA may allow you to suspend your Membership for longer than 3 months, in its complete discretion, upon delivery of a medical certificate.
14. Coaching cannot be suspended. Refer to Conditions 21 to 22 if you are unable to attend scheduled Coaching sessions.

CANCELLATION

15. If you paid a lump sum in advance for a fixed term Membership or a term of Coaching, TA will not refund any pre-paid amounts if you cancel your Membership or Coaching.
16. If you are paying for by Membership or Coaching in fortnightly instalments by direct debit you may cancel your Membership or Coaching by providing 14 days' written notice to tennisworldsop@tennis.com.au.
17. Following receipt of such notification and the expiration of the 14 day notice period:

Coaching

- (a) TA will cancel your Membership and Coaching at the end of any remaining debit period you have paid for.

Membership

- (b) If you have completed the 3 month minimum term, TA will cancel your Membership at the end of any remaining debit period you have paid for;
 - (c) If you have not completed the 3 month minimum term:
 - i. further direct debits will continue until the 3 month minimum term has expired; and
 - ii. TA will then cancel your Membership at the end of any remaining debit period you have paid for.
18. You may continue to access your Membership or Coaching until your cancellation is finalised (i.e during the remainder of the fixed term, during the 14 day notice period, and until the end of any remaining debit period you have paid for (as the case may be)).

TRANSFER

19. You may transfer your Membership to another person, provided that you:
 - (a) have no outstanding fees owing to TA; and
 - (b) pay a transfer fee of \$25 to TA.
20. Coaching cannot be transferred. Refer to Conditions 21 to 22 if you are unable to attend scheduled Coaching sessions.

RESCHEDULING COACHING

21. Subject to Condition 24, TA will not refund or adjust your pre-paid fees if you are unable to attend a scheduled Coaching session. However, if you are unable to attend a scheduled Coaching session, you must notify TA in writing at least 24 hours prior to the session. After you so notify, TA will contact you to advise whether a substitute Coaching session can be offered, subject to the following provisions:
 - (a) If you do not provide 24 hours' notice, TA may not offer you a substitute session.
 - (b) Substitute Coaching sessions will take place during the final week of the term/school holidays.
 - (c) Subject to Condition 22, you will not be offered any more than one substitute Coaching session in each term.
 - (d) All substitute sessions will be scheduled for the current Coaching term (not be carried over to the next term).
22. If you are unable to attend three or more consecutive Coaching lessons on medical grounds, TA may provide you with more than one substitute lesson in a later Coaching term, in its complete discretion, upon delivery of a medical certificate. Substitute lessons do not apply to group coaching.
23. From time to time, TA may reschedule or modify Coaching sessions due to wet weather. TA will either
 - (a) relocate your session indoors;
 - (b) contact you and reschedule the session to a mutually convenient time; or
 - (c) conduct the session as an 'off court' Coaching session (no more than twice per term).

PERFORMANCE PROGRAM

24. If your Coaching is provided under the 'High Performance Program' and you are unable to attend a scheduled Coaching session due to your participation in a TA-endorsed tournament, you must notify TA at least 7 days prior to the session. After you so notify, TA will make a pro-rata adjustment to your next direct debit instalment to account for the missed lesson.

BOOKINGS

25. To participate in workout classes (eg. Tennis Workout, Cardio Tennis, Boot Camp, Spin) (Classes) you must pre-book. Do not book yourself in for multiple Classes scheduled to run at the same time. If you are unable to participate in a Class, you must notify TA at least 24 hours prior to the session.
26. You must cancel any tennis court bookings at least 24 hours prior to the scheduled booking.
27. If you fail to provide TA with 24 hours' notice that you will not attend Coaching sessions, Classes or court bookings on three separate instances in a three month period, TA may terminate your Membership or Coaching under Condition 28.

TERMINATION BY TA

28. TA may terminate your Membership or Coaching:
 - (a) immediately and without warning if you behave in a way that is dangerous, intimidating or contrary to law, such as threatening or harassing others, damaging equipment or using illegal drugs;
 - (b) if you breach these Conditions, the Venue Conditions or any other TA rules and you do not rectify the breach within a reasonable period after we inform you of the breach in writing; or
 - (c) if you repeatedly breach these Conditions, the Venue Conditions or any other TA rules.

INDEMNITY

29. 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 purchasing Membership or Coaching, you declare that you (or, if signing as a parent/guardian, your child) 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.

YOUR IMAGE

30. By using the Venue, you consent to your (or your child's) participation 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.

PRIVACY

31. To assist us in the provision of products and services, we need to collect personal information about you (or your child's) image. 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 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.

GENERAL

32. TA may change your fees regarding Membership or Coaching at any time. Adjusted fees will take effect 30 days after TA provides you with written notice of the adjustment.
33. TA reserves the right to modify these Conditions and any other rules relating to your Membership, Coaching or access to the Venue. TA will provide you with reasonable notice (by email) of such changes and display modifies rules in and around Venue and on the TW website (<http://www.tennisworld.net.au/>).

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

35. Excluding, restricting or modifying your rights:
 - (a) a statutory guarantee that those services will be rendered with due care and skill; and
 - (b) a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).
35. Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.
36. Important
You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.
37. Agreement to exclude, restrict or modify your rights: I agree that the liability of (fill in applicable supplier) for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

INITIAL: Date:.....
For any queries in relation to these Conditions please contact TW staff by email at tennisworld@tennis.com.au.