

# Tennis World Melbourne Park and Albert Reserve

## Membership and Coaching Application Form



### (1) CONTACT DETAILS

<b>First name:</b>	<b>Parents name:</b> (junior under 18 years only)	
<b>Surname:</b>	<b>D.O.B:</b>	<b>Gender:</b> (circle) M / F
<b>Address:</b>		
<b>Suburb:</b>	<b>Postcode:</b>	
<b>Mobile:</b>	<b>Home Ph:</b>	
<b>Bus Ph:</b>	<b>Email:</b>	

### (2A) COACHING

<b>Day of lesson:</b>	ANZ Tennis Hot Shots		Junior Development Squad	Junior Performance Squad
<b>Time of lesson:</b>	<input type="checkbox"/> Blue	<input type="checkbox"/> Red	<input type="checkbox"/> Orange	<input type="checkbox"/> Green
	<input type="checkbox"/> Junior Group		<input type="checkbox"/> Adult Group	<input type="checkbox"/> Private Lessons
<b>Players Ability Level:</b>	<input type="checkbox"/> Beginner		<input type="checkbox"/> Intermediate	<input type="checkbox"/> Advanced

### (2B) MEMBERSHIP

**Please sign me up for:** (circle the applicable membership type) 10% off group coaching with any adult or junior membership

**Tennis World Membership:** Junior \$20 Gym Only \$25 Silver \$38 Gold \$54

**Payment:** (minimum term of three months) Direct Debit (fortnightly)

**AND / OR**

**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.**

### (3) TERMS AND CONDITIONS

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 Program Agreement.

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

**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:** \_\_\_\_\_

### (4) PAYMENT METHOD

**Direct debit from credit card**

**Payment Type** Visa  Mastercard

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

**Card number:** \_\_\_\_\_ **Expiry date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**OR**

**Direct debit from bank account**

<b>Branch:</b> _____	<b>Account name:</b> _____
<b>BSB:</b> _____	<b>Account number:</b> _____

# Tennis World Membership and Coaching Program Agreement

## Tennis World Conditions (Membership and Coaching) - Victoria

1. Tennis Australia Limited (TA) operates the 'Tennis World' business (TW) in Melbourne Park and Albert Reserve (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 and subject to Condition 7, fees for Membership and Coaching are by payable fortnightly instalment in advance by direct debit from a transaction account or credit card. Fees will continue to be debited until you cancel your Membership or Coaching in accordance with these Conditions.
7. Fees for Coaching will not be debited for the intervals between Coaching term and public holidays.
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 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.
10. You must ensure that all non-members you invite to access the Venue pay TW casual fees (court use etc.).

## NEW MEMBERSHIPS

11. Subject to Condition 12, all new Memberships are subject to a minimum term of 3 months.
12. 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 [twmemberships@tennis.com.au](mailto:twmemberships@tennis.com.au). In those circumstances, TA will refund any fees for Membership that you have paid.

## SUSPENSION

13. 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 [twmemberships@tennis.com.au](mailto:twmemberships@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).
14. TA may allow you to suspend your Membership for longer than 3 months, in its complete discretion, upon delivery of a medical certificate.
15. Coaching cannot be suspended. Refer to Conditions 21 to 22 if you are unable to attend scheduled Coaching sessions.

## CANCELLATION

16. You may cancel your Membership or Coaching by providing 14 days' written notice to [twmemberships@tennis.com.au](mailto:twmemberships@tennis.com.au) for memberships or [twcoaching@tennis.com.au](mailto:twcoaching@tennis.com.au) for coaching. Following receipt of such notification and the expiration of the 14 day notice period:

### Membership

- (a) If you have completed the 3 month minimum term, TA will cancel your Membership and Coaching at the end of any remaining debit period you have paid for;
- (b) 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.

### Coaching

- (c) TA will cancel your Coaching at the end of the debit period you have paid for.
17. If you have arranged with TA to pay 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.
  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 (e.g. 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 (or your child's) 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) 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). 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.

## 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 AND FAIR TRADING ACT 2012 (VIC)

34. 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 (or your child) are rendered with due care and skill and are reasonably fit for any purpose which you, either expressly or by implication, make known to TA or might reasonably be expected to achieve any result you have made known to TA.
35. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), 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 (Vic) if you (or your child) 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.
36. NOTE: The change to your rights, as set out in this form, does not apply if your (or your child's) death or injury is due to gross negligence on 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

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