

Tennis World Membership and Coaching Program Agreement

Tennis World Conditions (Membership and Coaching)

1. Tennis Australia Limited (TA) operates the 'Tennis World' business (TW) at Melbourne Park, Albert Reserve, Sydney Olympic Park, Canberra Tennis Centre, Millswood Tennis Centre and Launceston Tennis Centre (each, a '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 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 terms or public holidays.
8. If a scheduled payment of fees is 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 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.). If your guest does not pay the relevant TW casual fee, this fee will be added to your next scheduled debit.

NEW MEMBERSHIPS

11. All new Memberships are subject to a cooling off period of 7 days. The cooling off period begins on the day you enter into a Membership agreement. You may cancel your new Membership during the cooling off period by written notice to your home venue via email. In those circumstances, TA will refund any fees for Membership that you have paid, less the cost of any services used within the cooling off period.
12. Administrative costs, including joining fees, cannot be refunded.

SUSPENSION OF MEMBERSHIP

13. You may freeze your Membership for a minimum period of 14 days (and for no more than 90 days in any one calendar year) by logging into the member portal and freezing your membership, subject to the following provisions:
 - (a) Frozen memberships incur a fee of \$0.33 per day (Freeze Fee). You authorise TA to debit the total Freeze Fee from your transaction or credit card upon completing the action through our portal.
 - (b) Freezing will not be backdated.
 - (c) Direct debits **will** recommence at the end of the frozen period (even if you have not visited the Venue).
14. TA may allow you to freeze 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 22 to 23 if you are unable to attend scheduled Coaching sessions.

CANCELLATION OF MEMBERSHIP AND/OR COACHING

16. You may cancel your Membership and/or Coaching by providing 14 days' written notice to the email address of

your home Tennis World venue. Upon receipt of a written notice of cancellation and at the expiration of the 14-day notice period TA will cancel your Membership and/or Coaching. Cancellation becomes effective at the end of any remaining 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)).

COURT AND CLASS / PROGRAM BOOKINGS

19. **Late cancellation or no show to Cardio Tennis, Boot Camps & Competitive Play:** You may cancel a booked program through the member portal with no charge up to 6 hours prior to the scheduled program. If you cancel or do not attend after this time, a late cancellation fee (of \$10) may be added to your next scheduled debit.
20. **Late cancellation or no show to court bookings:** You may cancel a booked court with no charge up to 6 hours prior to the scheduled booking through the member portal. If you cancel or do not attend after this time, a late cancellation fee (of \$10) may be added to your next scheduled debit.

TRANSFER

21. 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.
22. Coaching cannot be transferred. Refer to Conditions 24 to 25 if you are unable to attend scheduled Coaching sessions.

RESCHEDULING COACHING

23. Subject to Condition 25, TA will not refund or adjust your pre-paid fees if you are unable to attend a scheduled Coaching session. However, in the case of a scheduled private coaching session, TA may (subject to availability) offer you a make-up visit pass subject to the following provisions:
 - (a) You must provide 24 hour's written notice of your inability to attend a scheduled session.
 - (b) Substitute private coaching sessions will be in the form of a visit pass with a 3-month expiry.
 - (c) Subject to Condition 24, you will not be offered any more than one substitute Coaching session in each term.
 - (d) All visit passes will expire 3 months from the missed session.
24. 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.
25. Substitute lessons do not apply to absences from group coaching.
26. From time to time, TA may reschedule or modify Coaching sessions due to unforeseen circumstances (e.g. illness, weather, court maintenance etc). 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

27. 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.

SCHOOL HOLIDAY TENNIS CAMPS

28. School Holiday Tennis Camps (Tennis Camps) are held during public school holidays. You may enroll in a Tennis Camp via TW's website (www.tennisworld.net.au) by purchasing a Holiday Visit Pass. Holiday Visit Passes can be redeemed when selecting a camp day.
29. If you cancel your enrollment 6 or more hours prior to the start of the

Tennis Camp, you will receive a Visit Pass onto your child's profile to use at a future Tennis Camp. Cancellations within 6 hours of the start of Tennis Camp are not entitled to a Visit Pass. No refunds are provided for cancellations of Tennis Camp enrolments.

30. Parents are required to sign their child in and out for each day of the Tennis Camp. Sign-in opens 15 minutes prior to the start time and sign-out closes 15 minutes after the end time. Additional fees may apply to any late sign outs.

TERMINATION BY TA

31. 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.

32. Where TA terminates your Membership or Coaching under Condition 31 TA will refund any remaining fees paid for the debit period, less any administrative fees and the cost of any fitness services used during the debit period.

RESPONSIBILITY FOR MINORS BY PARENTS/GUARDIANS

33. You acknowledge and agree that TA cannot supervise minors outside the court on which a session is taking place (including in the Venue carpark and walking in between courts). You are responsible for the safety of minors outside the interior of the Venue (including when dropping off and picking up minors in your care). Minors should always be accompanied to and from TW reception by a parent/guardian and should always be supervised by a parent/guardian when using Venue facilities outside of coaching sessions.

INDEMNITY

34. 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

35. 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

36. 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, 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..
37. 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.

38. 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

39. TA may change your fees regarding Membership or Coaching at any time. Adjusted fees will take effect 60 days after TA provides you with written notice of the adjustment. If you are adversely affected by the change, you may terminate your Membership or Coaching without penalty within the 60-day notice period.
40. 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 '30 days' notice (by email) of such changes and display modifies rules in and around Venue and on the TW website (<http://www.tennisworld.net.au>). If you are adversely affected by any such change, you may terminate your Membership or Coaching without penalty within the 30 day notice period.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

41. Under the applicable federal, state and consumer laws, 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.
42. 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.
43. 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).

Conditions of Entry

Welcome to Tennis World!

By entering and/or using Tennis World venue or facilities, entrants agree to abide by the following conditions:

1. Entrants acknowledge that they will be exposed to certain risks when using the facilities, including but not limited to physical injury and death. All entrants enter Tennis World at their own risk.
2. Tennis Australia Limited (**TA**) will not be liable for any injury, loss or damage suffered by any person entering Tennis World (including liability for any injury, loss or damage caused by the negligence of TA or its employees or agents). To the extent permitted by law, entrants agree to release, indemnify and hold harmless TA and its employees, representatives and agents from and against any and all losses, liabilities, expenses, claims, demands, suits and damages whatsoever and howsoever arising resulting from or in connection with an entrant's use of Tennis World.
3. Entrants authorise TA to obtain medical assistance, treatment and transport as deemed reasonably necessary by TA and acknowledge that they will be responsible for any costs associated with any such medical treatment and/or transportation.
4. Entrants must behave appropriately and follow the lawful directions of TA at all times. Derogative comments, abusive language and inappropriate or disruptive behaviour will not be tolerated.
5. If an entrant causes any damage to Tennis World property they must make good the damage.
6. TA reserves the right to refuse entry to any person or remove any person from Tennis World.
7. Entrants are responsible for their own property at all times. TA does not accept any responsibility for any property that is stolen, lost or damaged in the Tennis World facilities (including the change rooms).
8. Entrants must check in with Tennis World reception prior to using the Tennis World courts and facilities.
9. Entrants must book (and if applicable, pay) for the use of the courts prior to using the courts. Tennis World Members are responsible for the payment of their guests' fees. Entrants must strictly adhere to the allocated time slot and correct court number of their booking. Additional court time can be requested through Tennis World reception.
10. Only authorised Tennis World coaches are permitted to provide tennis coaching or lessons at Tennis World. This includes the use of coaching baskets or other coaching equipment on court. Entrants must not receive any tennis coaching or lessons at Tennis World except from an authorised Tennis World coach, or with express permission of Tennis World management.
11. Entrants must wear appropriate attire (including shirts and non-marking footwear on courts) at all times.
12. The use of cameras and other photographic or recording equipment (including mobile phones) at Tennis World is not permitted without Tennis World's prior written consent.
13. Security cameras operate within Tennis World. Entrants acknowledge that they may be filmed.
14. Smoking is only permitted in designated outdoor areas of Tennis World.

WARNING: If the Entrant participates in activities at Tennis World, your rights to sue TA under the Australian Consumer Law in the event you are killed or injured because the activities were not supplied with due care and skill or was not reasonably fit for its purpose, are excluded, restricted or modified in the way set out in or on this form. **EXCLUSION OF GUARANTEES:** The guarantees relating to the supply of services contained in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are hereby expressly excluded in respect of the provision of recreational services. **NOTE:** The change to your rights, as set out in or on this notice, does not apply if your death or injury is caused by reckless conduct on the supplier's part. "Reckless conduct" is defined in section 139A of the Competition and Consumer Act 2010.