

Pakenham Regional Tennis Centre Terms and Conditions

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1. Overview:

1.1 Pakenham Regional Tennis Centre is managed in partnership by Aligned Leisure on behalf of Cardinia Shire Council.

1.2 In this document you will find Terms and Conditions in relation to Pakenham Regional Tennis Centre (PRTC) programs, memberships, and services. These terms cover all PRTC Coaching Programs and Services. PRTC staff can be consulted in relation to these terms during operational hours.

2. Program Sign Up:

2.1 Sign up to coaching may be done; in person, over the phone or online.

2.2. Each individual is eligible for one free trial of any group tennis coaching program. Once this free trial is taken, no more free trials can be given for that program. Free trial lessons are only redeemable for group tennis lessons and group programs only (e.g. Hotshots & match-play) and not private lessons.

2.3 Prior to the commencement of the students first session the following details must be shared with PRTC: Direct debit details, medical forms and any other medical information, correct contact information, and agree to the terms of the programs/services. Students with a medical condition that requires a management plan must supply a copy of the management plan prior to participating in any sessions or programs.

2.4 Students are allowed to borrow a racquet for three weeks including their free-trial week before having to purchase one for themselves for week four.

2.5 Your allocated coaching time will stay the same each term unless you notify PRTC staff otherwise within 7 days of the start of term/semester. Your allocated may change if players are ready to move up or down a coaching stage or program, or if coach availability changes. Players/students can notify PRTC staff of a change via email, phone call or in person.

2.6 You may forfeit your spot in any given program if you fail to attend for three consecutive weeks of a term/semester, fail to make payment or provide payment details within two weeks of a required payment date.

3. Fees and Charges:

3.1 For any increase of fees, 30 days' notice will be given via email. Each financial year fees will increase by the consumer price index, however they aren't limited to this.

3.2 Fees of programs and services are set in conjunction with Cardinia Shire Council and Aligned Leisure.

4. Payment Options:

4.1 Payment plans can be made available for programs and services. This must be approved by PRTC management.

4.2 Direct debit account can be set to pay for classes fortnightly, further explained in policy 5.

4.3 Students paying for the term/semester in full, must make full payment within the first two weeks of the term/semester. A term will be charged based on 13 weeks at a time.

5. Direct Debit:

- 5.1 (a) If paying by direct debit you agree to pay the instalment amount at the agreed payment frequency until your membership is formally suspended or cancelled.
- (b) To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail.
- (c) We will give you at least fourteen (14) days' notice in writing of any changes to the terms of the direct debit.
- (d) We will keep all information relating to your financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on us relating to an alleged incorrect debit.
- (e) Please ensure that your nominated account can accept direct debits. If you are uncertain about this, please check with the financial institution where your account is held.
- (f) Please ensure that there are sufficient cleared funds available in the nominated account to meet each debit on the due date.
- (g) You must let us know as soon as possible if the nominated account is transferred or closed, or your account details change.
- (h) You must give us seven (7) days' notice before the direct debit due date to change the account details from which the funds are being drawn from.
- (i) You need to give us fourteen (14) days' notice before the direct debit due date for cancelling your membership and related direct debit.
- (j) If you consider that a direct debit repayment has been initiated incorrectly, or if you do not understand any aspect of the direct debit procedure, you must contact reception.
- (k) There may be a delay in processing the direct debit if there is a public holiday on the day of the debit.
- (l) If we cannot withdraw the nominated amount from your account (sample reason: insufficient funds) it may dishonor the withdrawal and a dishonor fee may apply.
- (m) Memberships will be cancelled if two consecutive debits are rejected. Memberships will be reactivated once the outstanding amounts have been settled.
- (n) In the case of an unsuccessful payment, the debit may be re-processed.
- (o) Under normal circumstances no additional costs will occur above membership costs for direct debits.
- (p) In the event that Cardinia Leisure Facilities ceases to operate its facilities, all financial records will be transferred to the Cardinia Shire Council (Owner of the facility). The transfer will be made in line with up-to-date payment card industry compliance regulations.
- 5.2 Direct debits will be conducted on the Friday of Week 2 of every Term and continue fortnightly until the terms payments are completed.

6. Ezi Debit Terms and Conditions

6.1 Ezi Debit terms and conditions can be found at: <https://s3-ap-southeast-2.amazonaws.com/sportlogic/060213.qtc/EziDebit+Terms+and+Conditions.pdf>

6.2 Direct Debit will be conducted through Ezi Debit. For all terms of Ezi Debit please head to: <https://www.ezidebit.com/en-au>

6.3 Ezi Debit PCI information can be found at: <https://www.ezidebit.com/en-au/pci-compliance>

6.4 Ezi Debit Privacy policy can be found at: <https://www.ezidebit.com/en-au/privacy-policy>

7. **Suspension:**

7.1 There is no suspension options for students during a term/semester of coaching/programs.

7.2 Memberships can be suspended at any time after the minimum 6-month registration. Suspension may be applied for up to one month in any 12-month period.

8. **Cancelation:**

8.1 Cardinia Leisure Facilities reserves the right to terminate your membership or service in accordance with the following conditions:

- (i) Failure to comply with any of the criteria listed in the conditions of entry (as posted at any Cardinia Leisure Facilities facility) or the items listed in these Conditions;
- (ii) Action upon a complaint by either a facility member or an employee (or contractor) of Cardinia Leisure Facilities.
- (iii) Failure to make payment or intentions to make payment over a 3-week period.

9. **Exit terms:**

9.1 Cardinia Leisure Facilities reserves the right to terminate your membership in accordance with the following conditions:

- (i) Failure to comply with any of the criteria listed in the conditions of entry (as posted at any Cardinia Leisure Facilities facility) or the items listed in these Conditions;
- (ii) Action upon a complaint by either a facility member or an employee (or contractor) of Cardinia Leisure Facilities.
- (iii) Failure to make payment or intentions to make payment over a 3 week period.

9.2 Medical forms must be provided for players cancelling coaching for any medical reasons.

10. **General Coaching Terms:**

10.1 On special event weeks such as “Bring A Friend Week” class numbers may go beyond standard ratios.

10.2 Class numbers may go above standard ratios on instances of coach injury or sickness.

10.3 Players are expected to follow the Tennis Australia Code of Behavior.

<https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies> Any students who are found to break the Code of Behavior may be asked to leave a program without notice.

10.4 Coaches have the right to remove students from their class if their behavior isn't in line with the Code of Behavior.

10.5 Players may be removed from any program with a breach of any terms relating to program policies.

10.6 Indoor lessons will be conducted when the courts are deemed unsafe by PRTC Duty Captain for Blue, Red and Orange Classes.

- (i) Green, youth, adult and privates cannot be completed indoors.
- (ii) After 2 indoor sessions within one term You may allocate not to attend another indoor session for the term by communicating to reception via in person, email or over the phone. These can be arranged to be a make-up lesson, or credit/ adjustment to direct debit.
- 10.7 The ratio for Group Class is 1 coach to 6 students in each group. This excludes cardio tennis, squad or match play, of which can have up to 8 players to one coach.
- 10.8 Where possible we will ensure coaching staff remain the same for 80% of all allocated classes each term/semester. We do reserve the right to make changes to coaching personnel under extraordinary circumstances. Communication of changes may be made by email, SMS, phone or other communication methods.
- 10.9 If necessary PRTC has the right to change the class coach permanently at any given time.
- 10.10 Requests for a change of class can be made and accepted only if there are spots available in a new class. Requests can be made in person, over the phone or in writing. Requests may not be able to be honored due to availability or student ability.
- 10.11 No programs will be conducted on public holidays.
- 10.12 Notification about missing a lesson must be made before 4pm (weekday) or 8:30am (Weekend) for all classes on that day. Notification can be made via calling 5940 8510, if no one answers please email at tennis.cardinia@alignedleisure.com.au.
- (i) In an event a student is unable to attend class due to sickness or injury a medical certificate will be requested from PRTC staff to validate the missed class and apply a credit.
- (ii) No notification or notification after this time will result in you being charged for your class with no option for credit or direct debit adjustment. Make ups can still be organized if communication is sent within 24 hours.
- 10.13 Terms are subject to change, 30 days' notice will be given for any change to program terms. Notice will be given via email, SMS, phone, or other communication methods.
- 10.14 Direct family of students can utilize free court hire during their lesson times. This is subject to court availability. All players must agree to the Terms of Play.

11. Coaching Terms:

- 11.1 Term length will be determined by PRTC before the start of a term based on the Victorian Public School Terms and Victorian Public Holidays.
- 11.2 A minimum number of lessons will be communicated at the beginning of each term/semester per class. If this minimum is not met, a credit, fee reduction or make up lesson/s may be offered in place of this.
- 11.3 PRTC reserves the right to make changes to the curriculum where necessary.

12. Make up Lessons:

- 12.1 It is your responsibility to managing make up lessons by contacting the team to organize.
- 12.2 A maximum of two make up lessons may be taken per term. No medical certificate is required for these.
- 12.3 For more than 2 make up lessons, students must provide a medical certificate, up to a maximum on 6 lessons in a semester.

12.4 Additional make-up lessons may be taken over the previously explained limits due to PRTC enforced lesson cancellations.

12.5 Make up lessons must be taken in the same term the session is missed.

12.6 PRTC may choose to credit or provide fee reduction rather than offer a makeup lesson based on class availability.

12.7 PRTC will cancel lessons in accordance with the PRTC extreme weather policy and Tennis Australia extreme weather policy, listed here: <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>

13. Lesson Cancellation or Change:

13.1 We will always do our best to ensure we keep to our coach to student ratio, however sometimes this may not be possible. If we are out of ratio more than twice in a term, a makeup lesson will be offered to students effected for any subsequence lessons affected.

13.2 All inclement weather will be judged in accordance with PRTC extreme weather policy and Tennis Australia's extreme weather policy: <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>

13.3 Cancellation of a lesson may occur at any stage where PRTC management deems necessary. PRTC will give as much notice as possible when a session is cancelled.

13.4 PRTC management will decide on weather 30 minutes prior to the lessons considering the forecast and the current state of the courts.

13.5 In the event of inclement weather, students are expected to attend unless notified otherwise. No makeup lessons or credits will be given for missed indoor sessions or presumed cancellation.

13.6 An SMS, phone call or email will be sent to your nominated contact details if a lesson is cancelled or changed.

14. Membership:

14.1 Membership may be taken out for a minimum of 6-month period.

14.2 Membership prices will be communicated on the date of purchase.

14.3 Membership will automatically roll over after the 6-month lock in period.

14.4 After the 6-month lock in period memberships can be cancelled at any time in line with the cancellation policy.

14.5 Sign up of membership may be done; online, over the phone, or in person.

14.6 By signing up to a membership you are agreeing to all terms and conditions that are in line with the membership.

14.7 PRTC reserves the right to make changes to and amend membership types at any time. For any changes PRTC will provide 30 days' notice via email, SMS, phone or other communication methods.

14.8 The price will be set each financial year in conjunction with PRTC and Cardinia Shire Council. For any rate changes members will be given 30 days' notice via email, SMS, phone or other communication methods.

14.9 All group coaching students (Hot Shots Coaching, Youth Coaching, Adult Coaching) receive a specific membership type in accordance with their age or concession status. This excludes squad, match play, cardio tennis, holiday programs and any other once off programs or services.

14.10 Aligned Leisure membership terms and conditions can be found at:

<http://271oj3fywvirlv63s0q2g4if.wpengine.netdna-cdn.com/wp-content/uploads/2018/07/Aligned-Leisure-Membership-TCs-24.01.17-Arial-8.pdf>

15. Social Competition Terms:

15.1 Social competition enrollments can be made over the phone, in person or online.

15.2 Internal competition enrollment is for a minimum of one season.

15.3 Players may be asked to compete in two grading rounds before being officially accepted into PRTC competitions.

15.4 Players are expected to adhere to competitions terms and conditions. Failure to do so may result in suspension or a ban.

15.5 Notification about missing your match must be made before 4pm. Notification can be made via calling 5940 8510, if no one answers please email at tennis.cardinia@alignedleisure.com.au.

(i) In an event You are unable to attend matches due to sickness or injury a medical certificate will be requested from PRTC staff to validate the missed matches.

(ii) No notification or notification after this time will result in you being charged for your matches on your next arrival.

(iii) Extreme circumstances can and will be excepted with discussions with PRTC management.

15.6 PRTC will administer competitions in line with Tennis Australia and Victoria guidelines <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>

15.7 All inclement weather will be judged in accordance with PRTC extreme weather policy and Tennis Australia's extreme weather policy: <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>

15.8 Cancellation of competition may occur at any stage where PRTC management deems necessary. PRTC will give as much notice as possible when a session is cancelled.

15.9 In the event of inclement weather, players are expected to attend unless notified otherwise. No makeup session, credits or fee reduction will be given for presumed cancellation.

15.10 An SMS, phone call or email will be sent to your nominated contact details if a competition is cancelled or changed.

16. Coaching Program Specific Details:

Private Lessons:

16.1 Private lessons slots will be placed on direct debit, unless advised otherwise.

16.2 Private lessons must make a full-term payment to lock in their spot or sign up for direct debit lessons.

16.3 Priority for private time slots will be given to players who sign up for a full term.

16.4 If you cancel 3 or more private lessons in a term, your spot may be given up, unless a medical certificate is provided.

Cardio Tennis:

16.5 Cardio tennis players can pay week by week or are able to go on direct debit payment.

16.6 Cardio tennis is a week-by-week program, there is no obligation to sign up for an entire term or semester.

16.7 Players can lock in their spot for a term by going on direct debit or paying for the entire term up front.

16.8 Players may miss out on a Cardio Tennis session if they fail to lock their spot in prior to the session and numbers go over the 1:8 ratio.

Hot Shots:

16.9 Parents/guardians are encouraged to join coaches and student for Hot Shots Blue Stage coaching classes to assist their development.

Holiday Program:

16.10 Holiday programs will be communicated throughout the coaching year.

16.11 Priority spots will be given to students currently in our program.

16.12 Payment for Holiday programs must be made on or before the session. Payment must be made in full.

16.13 Coach to student ratio for Holiday programs is 1:10.

16.14 The parents must fill out the consent form before the first session commences.

16.15 Strictly no nuts are to be pack into lunches of students.

17. Coach Grading:

17.1 Our grading of students is based of Tennis Australia's program assessments.

17.2 Grading will be assessed by the coach who has conducted the student's sessions each term/semester.

17.3 Students will be moved up if they have passed all or majority of assessment criteria. Coaches may not move students due their ability to physically ability, mental ability, or attitude on court.

17.4 Students may also be moved down depending on their development.

17.5 Week 2 of each term/semester coaches will do an internal assessment of students.

17.6 The second last week of term/semester will be grading week.

17.7 If a higher class isn't available, students may need to remain in the lower level until a class becomes available.

18. Aligned Terms and Conditions:

18.1 Minimum age for casual entry is 10, unless accompanied by a responsible adult over the age of 16 years and actively always supervised within the centre (identification may be requested). Participants must wear suitable sports attire and footwear. The Pakenham Regional Tennis Centre reserves the right to refuse entry.

Privacy Policy:

18.2 You understand that the personal information you provide in this application is collected, used, and disclosed in accordance with the Privacy Policy of Cardinia Leisure Facilities (available at <https://alignedleisure.com.au/privacy-policy/>). You acknowledge that your personal information may be used and disclosed by Cardinia Leisure Facilities for the purposes of conducting and administering your membership, the Member Activities, and other related activities across Australia, providing member services or promotional material, complying with legal obligations or otherwise in accordance with Cardinia Leisure Facilities' Privacy Policy. The holder of your personal information may share that information with third parties strictly in accordance with and as detailed in the Privacy Policy however your personal information will not generally be disclosed to anyone outside Australia.

For the avoidance of doubt, your personal information will not be sold to other organizations and any marketing communications to you will be in accordance with the requirements under the Privacy Law. You understand that Cardinia Leisure Facilities' Privacy Policy contains information about how you may access, and request correction of your personal information held by Cardinia Leisure Facilities or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by Cardinia Leisure Facilities. You acknowledge that your application may be rejected if the information is not provided. If you do not wish to receive promotional material from Cardinia Leisure Facilities or its partners, sponsors, service providers and other third parties, you must advise Cardinia Leisure Facilities in writing or via the opt-out procedures provided in the relevant communication.

Fitness to use the Aligned Leisure (Pakenham Regional Tennis Centre) Facilities:

18.3 As a casual user of the Facilities, you acknowledge and agree that:

- a) we have not and nor are we obliged to offer you any exercise guidance, training or instruction;
- b) our employees and contractors may not be medically trained nor qualified to assess if you are in good physical condition and can exercise without causing damage to your health, safety, comfort or physical condition; and
- c) it is prohibited and you will not use the Facilities whilst suffering from any infection, contagious illness or disease or any other physical ailment which may put you or any other user of the Facilities at risk.

18.4 You warrant that you are:

- a) medically and physically fit and able to use the Facilities;
- b) not a danger to yourself or to the health and safety of others; and
- c) not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to use the Facilities.

18.5 You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person may suffer injury, loss or damage. You acknowledge and you warrant that Pakenham Regional Tennis Centre and any Authorized Third-Party Providers (as that term is defined in clause 5.1 below) may rely on information provided by you and that all such information is accurate and complete.

18.6 Risks of using the Facilities

18.7 You enter, use, and participate in any activities of the Facilities at your own risk. You agree that you, and not Pakenham Regional Tennis Centre, are primarily responsible for your safety and the safety of any persons under your supervision.

18.8 Pakenham Regional Tennis Centre does not take responsibility for your personal items left unattended. If any items are left behind after your visit, then Pakenham Regional Tennis Centre will retain those items in its lost property area for a maximum period of one month specified by Pakenham Regional Tennis Centre. After the expiry of that period, those items will be considered abandoned and become the property of Pakenham Regional Tennis Centre.

19. Contact Us:

19.1 To contact PRTC management or Aligned Leisure please contact; tennis.cardinia@alignedleisure.com.au, or call us (03) 5940 8510, or see us in person 11 Webster Way, Pakenham 3810.