

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. Please refer to the below document for any information in relation to the Terms. PRTC staff can be consulted in relation to these terms during open hours.

2. **Program Sign Up:**

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

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

1.3 The opportunity to receive one free tennis racquet will be given to an individual for their first group tennis lesson. To receive a free racquet full payment or sign up must be made for a whole term or semester of tennis. Once they have received or denied the racquet, they will not be eligible for another free racquet.

1.4 If a player joins a group tennis program but isn't signing up for a full term or semester of coaching they can purchase a select racquet as offered by PRTC at 50% off. 50% off offer is a once off deal available for your first term/semester only. This is not available if you receive a free racquet.

1.5 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.

1.6 Free trial lessons are only redeemable for group tennis lessons and group programs only.

1.7 Free trial students must complete and hand over the following prior to the commencement of their first session: Direct debit details, medical forms and any other medical information, correct contact information, and agree to the terms of the programs/services.

1.8 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.

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

1.9 Pro rata for a program may be taken within the first 5 weeks of a semester. Any students joining a program on or after the week 5 mark of a semester must join tennis lessons for the remainder of that term and the following semester.
- Automatic re enrollment into programs and services exists for all program and services.

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 upfront payment to programs/services. This must be approved by PRTC management.

4.2 The payment plan is to be paid out over the first half of a program/service. Each week of the first half of the program, 2 weeks' worth of payments must be made. If a payment is missed double payment must be made by the following week, students will not be permitted to continue in the program until payment is made.

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. A semester of tennis will be charged for 26 weeks.

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.

(i) We will give you at least fourteen (14) days' notice in writing of any changes to the terms of the direct debit.

(ii) 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.

(iii) 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.

(iv) Please ensure that there are sufficient cleared funds available in the nominated account to meet each drawing on the due date.

(v) You must let us know as soon as possible if the nominated account is transferred or closed, or Your account details change.

(vi) 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.

(vii) You need to give us fourteen (14) days' notice before the direct debit due date for cancelling Your membership and related direct debit.

(viii) 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 should contact reception.

(ix) There may be a delay in processing the direct debit if there is a public holiday on the day of the debit.

(x) If we cannot withdraw the nominated amount from Your account (for example there is not enough money in Your account) it may dishonour the withdrawal and a dishonour fee may apply.

(xi) Memberships will be cancelled if two consecutive debits are rejected. Memberships will be reactivated once the outstanding amounts have been settled.

(xii) In the case of an unsuccessful payment the debit may be re-processed.

(xiii) Under normal circumstances no additional costs will occur above membership costs for direct debits.

(xiv) In the event that Cardinia Leisure Facilities ceases to operate its facilities, all financial records will be transferred to the Cardinia Shire Council (owners of the facilities). 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 1st of each calendar month.

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. Cancellation:

8.1 Cancellation at PRTC requires that a written cancellation request form to be completed in person at the facility at least seven (14) days prior to the next direct debit.

8.2 Program, service or members that provide a written cancellation request prior to the minimum term must pay all fees that would be payable for the remainder of the Direct Debit minimum term (6 months).

8.3 (i) Cardinia Leisure Facilities reserves the right to terminate your membership or service in accordance with the following conditions:

1. 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.

9. Exit terms:

9.1 Membership or program cancellation at Cardinia Leisure Facilities requires that a written cancellation request form be completed in person at the facility at least seven (14) days prior to the next direct debit.

9.2 Tennis programs members that provide a written cancellation request prior to the minimum term must pay all Fees that would be payable for the remainder of the Direct Debit minimum term (6 months)

9.3 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.

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

10. General Coaching Terms:

10.1 No hat, No play will be enforced in Term 1 and 4 of each year. Students must wear hats throughout all of term 1 and 4 on court. Students will receive a warning for the first session without a hat. For any further sessions that students fail to wear a hat, coaches may ask players to leave the court until they have acquired one.

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

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 behaviour isn't in line with the Code of Behaviour.

10.5 PRTC staff have right to refuse any student from joining programs, without a giving reason.

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

10.7 Only 2 indoor lessons per term or 4 per semester for all group coaching session will be conducted. If the maximum number of indoor sessions are conducted for a term or semester then a makeup lesson may be arranged for the missed session/s. All other program sessions will be cancelled and then a makeup lesson may be arranged for the missed session/s.

10.8 The ratio for Group Class is 1 coach to 6 students in each group. This excludes cardio tennis, squad or match play. Each of these sessions can have up to 8 players to one coach.

10.9 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 personal due to extra ordinary circumstances. Communicate of changes may be made by email, SMS, phone or other communication methods.

10.10 If necessary PRTC has the right to change the class coach permanently at any given time.

10.11 Requests for a change of class can be made and accepted only if there is 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. PRTC reserves the right to refuse any changes.

10.12 No programs will be conducted on public holidays and days off replacing a public holiday.

10.13 Students may borrow a racquet free of charge once per term. After this student will be required to rent or purchase a racquet.

10.14 Terms are subject to change, 30 days' notice will be given for any change to program terms. Notice will be given via either; email, SMS, phone or other communication methods.

10.15 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.

10.16 Refer a friend for a PRTC group coach lesson and get 10% off of your fees for the next term/semester.

- a. Offer valid from the last 3 weeks of the coaching term until the last date of the coaching term.
- b. Maximum of 4 friends can be referred per term.
- c. Offer only valid for group coaching lessons
- d. 10% discount per referred student

11. Coaching Term/Semester:

11.1 Term/semester 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 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 A maximum of two make up lessons may be taken per term. No medical certificate is required for these.

12.2 For more than 2 make up lesson's students must provide a medical certificate, up to a maximum on 6 lessons in a semester.

12.3 Make up lessons must be taken in the same term the session is missed. Approval may be given by PRTC management to take make up lessons outside of the term the sessions are missed in.

12.4 No refunds/credits or fee reductions will be given if the student is unable to attend a makeup session/s.

12.5 All make up lessons will be run on a nominated day during the semester. No other makes up days or times will be provided for sessions cancelled by PRTC.

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

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 subsequent lessons effected.

13.2 On free trial week, bring a parent and bring a friend week/s, the ratio may be altered to a number that PRTC staff deem safe. These weeks will not count to weeks over ratio for the term.

13.3 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>

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

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

13.7 PRTC may at any stage remove a class or session from its timetable. A Minimum of one weeks' notice will be given if this is to happen. Any effected students will be offered priority places in other classes.

13.8 Cancellation of lessons can be made immediately for students who are injured or sick. A medical certificate must be provided to confirm this.

14. Special Requests:

14.1 Coach requests may be made for a specific coach, day, class or program. However, PRTC can't guarantee a place in these classes.

15. Membership:

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

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

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

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

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

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

15.7 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 either; email, SMS, phone or other communication methods.

15.8 The price to 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 either; email, SMS, phone or other communication methods.

15.9 All group coaching students (Hot Shots Coaching, Youth Coaching, Adult Coaching) students receive a select 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.

15.10 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>

16. Competition Terms

16.1 Competition enrollments can be made over the phone, in person or online.

16.2 Competition enrollment is for a minimum of 6 months or for internal competitions a minimum of two seasons.

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

16.4 PRTC may refuse players from competing in competitions without needing to give reason.

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

16.5 PRTC will administer competitions in line each association guidelines, including but not limited to; Waverly Tennis Association, Berwick and District Tennis Association, Peninsula Tennis Association, Tennis Victoria, Tennis Australia and West Gippsland Tennis Association.

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

16.7 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>

16.8 Cancellation of competition may occur at any stage where PRTC management deems necessary. PRTC will give as much notice as possible if and when a session is cancelled. In the event of competition cancellation, a makeup lesson, credit or fee reduction will be offered.

16.9 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 or presumed cancellation.

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

16.11 For Junior Competition Memberships there will be no minimum number of matches provided under this membership.

16.12 For Adult Competition memberships a minimum of weeks of tennis will be provided in a 12-month period or 20 rounds for 6 months. If this is not met a makeup lesson, credit or fee reduction will be offered.

17. Coaching Program Specific Details:

Private Lessons:

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

17.2 Private lesson students not on direct debit must put three weeks down payment when booking in a term slot. Form them on must pay two weeks in advance for the duration of the term.

17.3 Ongoing Private lessons must make a full perm payment to lock in their spot or sign up for direct debit lessons.

17.4 Single batches of privates may be purchased in blocks of 3 and must be taken in the term they are purchased.

17.5 If you cancel a private lesson less than 24 hours before your lesson the full fee is to be charged.

17.6 If you cancel a private lesson more than 24 hours out from your private lesson you won't be charged, however your spot will be forfeited for that date and time.

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

17.8 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:

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

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

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

17.12 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:

17.13 Hot Shot of the month is awarded each month. It goes to the student who has best followed the values of; Enthusiasm, Dedication, Game Improvement, Sportsmanship, and Resilience.

17.14 Special event invites will go to past winners of Hot Shot of the month and or runners up in past months for that year.

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

Youth and Adult Coaching:

17.16 Coaching Student of the month is awarded each month. It goes to the student who has best followed the values of; Enthusiasm, Dedication, Game Improvement, Sportsmanship, and Reliance.

17.17 Special event invites will go to past winners of Coaching Student of the month and or runners up in past months for that year.

Holiday Program:

17.18 Holiday programs will be communicated throughout the coaching year.

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

17.20 Payment for Holiday programs must be made on or before the session. Payment must be made in full. Students may also opt to have payment added to their direct debit.

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

- Students may be left without a parent or guardian if a satisfactory medical form is filled out.

17.22 PRTC may ask for parents/guardians to attend if necessary.

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

18. Coach Grading:

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

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

17.26 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.

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

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

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

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

19. Pro Shop Direct Debit:

19.1 Pro Shop payments may be made via direct debit

19.2 Debits will occur monthly over the course of minimum 3 payments and a maximum of 6 payments.

19.3 Pro Shop direct debit sales may only occur on items that are a minimum of \$50 in total purchases.

19.4 PRTC reserves the right to refuse direct debit to any customer.

19.5 Sale items are not available on direct debit.

19.6 Direct debit will occur on the first day of each month.

19.7 Refunds must be processed within 30 days of the sale date.

19.8 All direct debit purchases are in line with direct debit terms listed above.

19.9 All payments must be finalized and finished in full before products can be redeemed.



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20. Function Direct Debit

20.1 Function payments may be made via direct debit

20.2 An upfront \$100 deposit is required prior in order for the booking to be confirmed

20.3 Debits will occur monthly over a maximum of 6 payments.

20.4 PRTC reserves the right to refuse direct debit to any customer.

20.5 Direct debit will occur on the first day of each month.

20.6 Refunds will be in line with our function hire terms.

20.7 All direct debit purchases are in line with direct debit terms listed above.

20.8 Function Direct Debit Payments must be finalized before the booking date. Any outstanding payments will be due on before the function date.

21. Aligned Terms and Conditions:

21.1 Minimum age for casual entry is 10, unless accompanied by a responsible adult over the age of 16 years and actively supervised at all times 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:

21.2 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.





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For the avoidance of doubt, your personal information will not be sold to other organisations 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:

21.3 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.

21.4. 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.

21.5 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 Authorised 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.

21.6 Risks of using the Facilities

21.7. 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.





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21.8 - 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 of time, those items will be considered abandoned and become the property of Pakenham Regional Tennis Centre.

22. Contact Us:

22.1 To make contact with 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.

