

Tennis Coaching Terms

1. Agreement

- 1.1 Southend Tennis Centre (**STC**) aims to provide a positive sporting environment for the benefit of all members of the community and is committed to the health, welfare and wellbeing of its Users, players, staff, supporters and families.
- 1.2 These Terms set out the agreement between Meriden School ACN 000 020 762 as operator of STC of the first part and users of tennis coaching and programs at STC (**Users**) and, if minors, parents or guardians of Users (**Parents**) of the other part.
- 1.3 These Terms apply to all tennis coaching lessons and tennis programs conducted at STC, which include adult, junior, private and semi-private tennis lessons, and holiday tennis camps.
- 1.4 By participating in tennis coaching or programs at STC, Users and Parents agree to comply with these Terms.

2. Bookings and enrolments

- 2.1 Bookings and enrolments can be made via the STC website, by telephone, or in person at STC.
- 2.2 Junior programs typically comprise nine sessions that are synchronised, to the extent possible, with the New South Wales school term calendar.
- 2.3 Parents of Users that are under the age of 16 must complete the enrolment documents for the programs.
- 2.4 Users may request a change to their levels of coaching and/or a tennis program. Such change will be subject to the discretion of STC coaches.

3. Fees, cancellations, credits and makeup lessons

- 3.1 Coaching and program fees from time to time are displayed on the STC website and may be changed without notice.
- 3.2 All fees must be paid in full in advance, including for ongoing programs.
- 3.3 Users must provide no less than 24 hours' notice of cancellation before the time of a lesson to receive a makeup lesson for the cancellation, which will be provided at the discretion of STC.
- 3.4 STC reserves the right to cancel any lesson due to a tournament or event or other circumstance, on no less than one week's notice, in which circumstance STC will refund the coaching fees.
- 3.5 In the event of cancellation of a lesson due to rain, STC will alert Users prior to the scheduled lesson. Users are not entitled to a makeup lesson unless so notified that a lesson is to be cancelled.
- 3.6 In the event of extreme heat, STC coaches will modify lessons appropriately and at their discretion, cancel a lesson if the temperature is in excess of 36 degrees Celsius.
- 3.7 In the event a lesson that is already underway is cancelled due to poor weather, a makeup lesson will only be offered if the lesson is cancelled before halfway through that lesson.
- 3.8 A makeup lesson for a lesson cancelled for a medical reason must be accompanied by a medical certificate.
- 3.9 Subject to availability, STC may offer a makeup lesson in another program during the same term or period.
- 3.10 STC reserves the right to limit the number of makeup lessons to one per User per term.
- 3.11 Users are responsible for booking makeup lessons.

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3.12 Makeup lessons, including those for holiday tennis camps, must be used within 6 months.

3.13 To the extent permitted by law, coaching fees are non-refundable except if STC cancels a booking under clause 3.4.

4. General

4.1 Only official STC tennis coaches are permitted to conduct coaching sessions unless prior written permission is provided by STC.

4.2 STC encourages sun safe practices and regular hydration. Users are strongly encouraged to wear sunscreen and an adequate sun hat and to ensure that they have a water bottle.

4.3 Parents are responsible for dropping off and picking up Users who are minors to and from STC.

5. STC Code of Conduct

5.1 All Users must conduct themselves in accordance with the following Code of Conduct:

- a Show respect to all other people at STC, including other Users, Parents, players, visitors, supporters and staff;
- b Be considerate of the safety and well-being of other players;
- c Adhere to the rules of tennis and encourage fair play;
- d Do not use abusive, offensive or discriminatory language; and
- e Respect the policies and practices of [Tennis NSW](#).

5.2 Any User who does not abide by the Code of Conduct may be asked to leave STC.

5.3 STC reserves its right to decline or cancel bookings of Users who have breached the Code of Conduct.

6. Risk warning

6.1 The parties to these Terms are warned of and acknowledge that their use of STC courts carries an “obvious risk” within the meaning of the *Civil Liability Act 2002* (NSW), including but not limited to physical injury and death.

7. Release and waiver

7.1 The parties to these Terms, to the fullest extent permitted by law, fully and finally release and forever discharge STC and any of its coaches, employees, contractors, affiliates, agents, officers and volunteers from any claim, damage, demand, suit, cause of action, loss or liability of any nature or description arising as a result of or in connection with Users’ use of courts at STC, however arising, including in contract or tort (including negligence), or in equity or under any law or legislation, or otherwise.

7.2 To the extent that the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth) applies, the waiver of STC’s liability is limited to death and personal injury. STC accepts liability if significant personal injury was caused by STC’s reckless conduct, as defined in the *Competition and Consumer Act 2010* (Cth).

8. Governing law and jurisdiction

These Terms are governed by and must be construed in accordance with the laws of New South Wales. Users and STC submit to the non-exclusive jurisdiction of the courts of New South Wales and of courts of appeal.

9. Privacy of personal information

9.1 STC holds Users’ personal information in accordance with Meriden School’s privacy policy, which can be accessed [here](#).

9.2 Users are responsible for ensuring that STC has their current contact details.

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10. Severability

Any provision of the Terms that is found to be invalid or void by a court of competent jurisdiction is to be severed and the remaining provisions of the Terms are to remain in force.

11. Entire agreement

These Terms embody the entire understanding and agreement between Users and STC. All other understandings, representations and warranties in relation to, or in any way affecting, the subject matter of these Terms are merged in and superseded by these Terms.

