

Conditions of the Tennis Australia Coach Membership Program

Term of Membership

1. Your Coach Membership will commence on the day that your application is approved by Tennis Australia Ltd (**TA**) and require renewal following the selected term of membership, subject to TA approving the renewal and unless otherwise cancelled or suspended by you or TA in accordance with these terms and conditions.
2. These terms and conditions also govern your registration to deliver Cardio Tennis and/or Hot Shots Tennis.

Direct Debit

3. Payment may be upfront or via direct debit from your nominated account. If you have selected direct debit, you may choose from the following payment date options in consultation with TA: monthly, quarterly and bi-annually (*note, TA may remove, change or offer other payment/payment date options in its discretion, provided it gives you no less than 14 days notice if any change impacts on you).
4. The collection of direct debit fees will be via its third party direct debit billing service provider, SecurePay Pty Ltd, and you acknowledge that TA's rights under these terms and conditions may be enforced by SecurePay Pty Ltd.
5. If your preferred payment is direct debit, it is your responsibility to ensure your nominated account can fulfil a direct debit on the nominated payment dates (if these dates do not fall on a business day, the payment will be processed on the next available business day). If TA is unable to direct debit your account on the payment dates, TA:
 - a. will suspend your Coach Membership until payment is made; and
 - b. may charge an administrative fee to cover any third party fees incurred as a result of the failed payment.
6. Coach Membership fees are non-refundable (even if a membership is suspended or cancelled) and Coach Membership is personal and not transferable.
7. Your account details and any other personal information will be protected in accordance with the terms of our privacy policy (available at <https://www.tennis.com.au/privacy>).
8. If you dispute any debit payment, please notify us immediately and we will use best endeavours to respond within seven (7) business days. We will consult with you in the best way

to address your claim, which may involve communications with SecurePay Pty Ltd or your financial institution.

9. You may cancel or suspend your direct debit payments at any time by contacting us directly. However, you will remain liable to pay the balance of the Membership Fee.

Conditions of Membership

10. Coach Membership is subject to ongoing compliance with all relevant Tennis Australia Limited (**TA**) policies (as developed or amended by TA from time to time and made available at <http://www.tennis.com.au/coaches/membership/policies>). Such policies include but are not limited to, the Member Protection Policy, the Anti-Doping Policy, Disciplinary Policy, Coaches Code of Conduct, Uniform Tennis Anti-Corruption Program and Social Media Policy, as well as, where applicable, any, Cardio Tennis, Hot Shots Tennis and/or Sporting Schools terms and conditions.
11. To be eligible for a concession membership, you must have an accepted form of concession identification as listed and updated by TA from time to time at <https://www.tennis.com.au/coaches/membership/policies>.
12. In order to protect the integrity and safety of the sport of tennis, you must:
- a. comply with TA screening requirements as prescribed within the Member Protection Policy, which requires all TA Coach Members to obtain and maintain the following:
 - i. Working with Children Check (or state equivalent);
 - ii. National Police Check;
 - iii. annual completion and signature of a Member Protection Declaration; and
 - b. complete the "Keeping the Tennis Community Safe" online learning modules, available via Bounce and any refresher courses as directed by TA from time to time.
13. As a Coach Member, you agree to:
- a. act in a professional and lawful manner at all times;
 - b. promote and support TA's programs and activities to the greatest extent practicable;
 - c. not do, or have previously done, anything that may, in TA's reasonable opinion, bring TA or the sport of tennis into disrepute.
14. Coach membership is subject to TA's insurance eligibility requirements – which, among other things, require 'Business Package' or 'Qualified' Coach Members to maintain current first aid certification.

Cancellation / Suspension of Membership

15. TA may reject your application for Coach Membership, accept your application with conditions, decline to renew your Coach Membership, or suspend or cancel your Coach Membership at any time if:
- a. you breach these terms and conditions or any policy referred to in paragraph 11 above;
 - b. you do not meet TA's screening requirements or TA otherwise becomes aware of other information about actual or alleged criminal activities;
 - c. you do not meet TA's insurance eligibility requirements;
 - d. you fail to maintain a valid Working with Children Check or National Police Check;
 - e. there is a change to your Working with Children status;
 - f. you are found (by TA, any of its State-based Member Associations, or a relevant tribunal) to have committed an offence under any Policy referred to in paragraph 11;
 - g. TA is unable to direct debit your account on the nominated payment dates (see paragraph 6); or
 - h. you fail to comply with any ongoing training and/or professional development required by TA from time to time
16. TA may provisionally suspend my Coach Membership pending the outcome of any investigation by TA into possible breaches of any applicable policies or codes for coaches.
17. If your Coach Membership is cancelled or suspended, you understand that during any such period of suspension, or immediately in the case of cancellation, you must:
- a. stop using my TA Coach Composite Logo or wearing the TA-branded uniform;
 - b. not deliver any TA programs (including Hot Shots Tennis, Cardio Tennis) and cease your endorsement to run Sporting Schools;
 - c. not refer to myself as a TA Coach Member, or refer to any affiliation with TA, any in marketing or advertising;
 - d. otherwise cease to enjoy any of the benefits associated with the TA Coach Membership Program; and
 - e. acknowledge that you will not be entitled to a refund of any fees.

TA Coach Composite Logo and Support

18. As a Coach Member you may apply to TA via the relevant form on Bounce for a composite logo combining my own coaching logo and the TA Logo (**TA Coach Composite Logo**). If you are provided with a TA Coach Composite Logo, or any other marketing material, for the term of your Coach Membership TA grants you a licence to reproduce that TA Coach Composite Logo for the purposes of publicising your Coach Membership with TA. This may include, for example, use on your website and/or marketing collateral. You acknowledge that the TA Coach

Composite Logo must not be redrawn, reportioned, recoloured or otherwise modified in any way, and parts or elements of the TA Coach Composite Logo must not be used to create other logos. You must also not use the TA Logo on its own. All use of the TA Coach Composite Logo must be in accordance with the TA Coach Composite Logo Licence Guidelines, available on Bounce.

19. From time to time, TA may provide me with additional support, including but not limited to TA-branded uniforms, equipment (including uniform and equipment offered to me for discounted purchase), marketing material and proprietary coaching course materials (including materials hosted on the Bounce online platform or TA Coach Premium App) (**Support**). You acknowledge that:
- a. any Support provided must not be on-sold, defaced or repurposed in any way without the approval of TA;
 - b. may only be used in the delivery of tennis activities promoted or endorsed by TA (and not for delivery of tennis activities promoted by other tennis organisations); and
 - c. TA retains all intellectual property rights in any Support provided, unless otherwise stipulated.
20. Notwithstanding any Support provided by TA, you are responsible for the running of any programs you deliver (e.g. Hot Shots or Cardio Tennis) and are responsible for developing the method of delivery. You may rely on TA's training modules and Support if you wish, but there is no obligation to do so.

Hot Shots Tennis and Cardio Tennis Registration

21. By registering to deliver Hot Shots Tennis or Cardio Tennis (together, the **Programs**), you agree to these terms and conditions. Please note, TA may accept or reject an application for registration to deliver the Programs in its absolute discretion. TA may also, in its absolute discretion, suspend or terminate your registration to deliver the Programs if you breach these terms and conditions, or if TA ceases to promote or conduct the Programs.
22. There are no refunds for Program registration fees (even if a Program is suspended or cancelled) and registrations are not transferable.
23. From time to time, TA or a TA Member Association may run an activation of relating to the Programs, including 'Kids on Court' at the Australian Open. If you are provided the opportunity to participate in an activation, you must not seek to commercialise or directly financially benefit from your involvement without the prior approval of TA.

Program Requirements

24. If delivering a Program, you must ensure that all assistant coaches / deliverers / volunteers (**Assistant Deliverers**) involved in any way in the Program:
- are supervised by a TA coach member (fully qualified members only); and
 - have gone through the screening requirements set out in section 5 of the Member Protection Policy.
25. You must ensure that each Assistant Deliverer complies with these terms and conditions. You remain liable for any act or omission of an Assistant Deliverer involved in the delivery of a Program.
26. You are responsible for ensuring that any Assistant Deliverers that are helping deliver a Program carry their own insurance and/or are TA Coach Members (and therefore included in the TA Coach Membership insurance program).
27. You must ensure that the implementation and conduct of a Program:
- complies with all relevant policies, procedures and other guidelines developed and notified by TA (including through the online 'Bounce' or TA Coach Premium App resource), and as may be updated by TA from time to time; and
 - unless otherwise approved by TA, uses Program activities, drills and workout plans as described and provided by TA, and as may be updated by TA from time to time.
28. Notwithstanding paragraph 25 above, you are responsible for running your own Programs and are responsible for developing the method of delivery.
29. You must honour all Program marketing and advertising promotions conducted by TA, and comply with the branding and logo guidelines as set out in these terms and conditions. However, other than these obligations, you retain flexibility and control over how you wish to market and promote your delivery of the Programs.
30. You must provide to TA specific and verified details of the number, frequency and volume of participants in a Program (such details to be provided in a form acceptable to TA). Please note, if you provide any personal information to TA, you must ensure that the person to whom the personal information relates (or, where the person to whom the personal information relates is under 18 years old, the parent or legal guardian of that person) has:
- been informed of and accepted the privacy policy located at www.tennis.com.au/privacy and privacy statement located at www.tennis.com.au/privacy-statement; and
 - given consent for the personal information to be provided to TA.
31. You must treat all Program materials as confidential information of TA and not share or modify those materials with others or for use in any competing program.

Program Branding Guidelines

32. You must use the full program names of “Cardio Tennis” and “Hot Shots Tennis” in any self-promotion (e.g. club website and brochures) or any other designation as directed by TA from time to time. If TA changes the name of the program, or announces a new sponsor for the program, you must update all promotional, marketing and advertising of the program in accordance with the directions of TA.

Program Logo Guidelines

33. In approving your registration to deliver a Program, TA grants you a licence to use the “Hot Shots Tennis” and/or “Cardio Tennis” logos (together, the Program Logos) subject to the following conditions.
34. The Program Logos must be used in connection with the Program Logos only in accordance with TA’s Integrated Brand Guidelines (as notified to you and amended by TA from time to time).
35. The most recently updated Program Logos must be used and will be made available by TA.
36. The Program Logos cannot be altered or modified in any way.
37. TA reserves the right to revoke the your right to use the Program Logos at any time. Reasons for revocation may include, but are not limited to, a failure to adhere to the above requirements. If this occurs, or if your Program registration is not renewed, or is suspended or terminated, you must immediately cease all use of the Program Logos and Program branding and materials.

Indemnity

38. You agree to indemnify, defend and hold harmless TA, its directors, officers and employees against any loss, damage, claim and expense arising out of or in connection with:
- any negligent, reckless, wrongful or unlawful act or omission by you or an Assistant Deliverer in connection with a Program;
 - any illness or injury to you or a participant, or any loss of or damage to any of your or a participant’s property; or
 - any breach by you or an Assistant Deliverer of these Terms and Conditions.
39. The indemnities set out above survive the expiry or termination of your Program registrations and these Terms and Conditions.

General

40. If you are a ‘Trainee Coach’ Member, you must only:
- coach under supervision of ‘Business Package’ or ‘Qualified’ Coach Members (to ensure insurance eligibility) or as otherwise agreed with TA; and
 - demonstrate reasonable progress towards ‘Qualified’ status by completing a coaching course recognised by TA within four years of commencing ‘Trainee Coach’ Membership.

41. To be eligible for 'Business Package' or 'Qualified' Coach Membership, you must hold one of the following coaching qualifications recognised by TA (and must be able to provide evidence of my qualifications upon request by TA): Junior Development qualification, Club Professional qualification, Master Club Professional qualification, or High Performance qualification.
42. You acknowledge you have read and understood the details of the insurance cover provided to you (which are specific to each Coach Membership type) and described at: www.tennis.com.au/coaches/membership/insurance. You accept that any additional insurance cover is your sole responsibility.
43. TA may amend these Conditions at any time during the membership term for operational, business, security or safety purposes and will let you know if it has made a material amendment.
44. You consent to the publication of your name, business name, phone number and/or email address on:
- TA's Coach Member listing at tennis.com.au;
 - where applicable, Hot Shots Tennis and Cardio Tennis deliverer listing websites hotshots.tennis.com.au and cardiotennis.com.au; and
 - selected press ads promoting the Hot Shots Tennis or Cardio Tennis program as per my instructions via my My Tennis profile.
45. You must ensure all information displayed on your My Tennis profile is kept up to date (including any contact details, facilities or program offerings). You agree to provide accurate information in relation to your facilities and programs, and understand that failing to do so may result in your facilities and programs being removed from tennis.com.au, cardiotennis.com.au and hotshots.tennis.com.au. Please note, you may notify TA at any time that I no longer wish to appear on TA's Coach Member listing by emailing play@tennis.com.au.
46. You consent to TA, its State-based Member Associations and government and commercial partners taking, retaining and reproducing your image and likeness in any way pertaining to your membership or involvement in tennis. You agree that any such images or likeness may be used by any of these parties in reporting or marketing materials including online publications without any further notice or payment to me.

PRIVACY

To assist us in the provision of products and services, we need to collect personal information about you. 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 the tennis privacy policy located at 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. TA and other Australian Tennis Organisations 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 and as otherwise specified in the Tennis privacy policy. TA and other Australian Tennis Organisations may use and disclose your personal information for direct marketing purposes regarding the products and services you are signing up to receive, unless you opt-out (which you can do at any time in accordance with the tennis privacy policy), and for facilitating further offers if you tick one of the boxes below.

I wish to receive further offers from TA and other Australian Tennis Organisations regarding other products and services.

I wish to receive other offers from third parties who have a relationship with TA or other Australian Tennis Organisations about their products and services.

By signing and submitting this membership application you accept and agree to be bound by the Conditions set out above.