

## TERMS AND CONDITIONS

The terms and conditions for all lessons and term enrollments at Oz Tennis Academy are listed below.



### 1. Class Times

1.1 The allocated date and time of a session (the “class time”) for a student of Oz Tennis Academy will only be secured upon full payment of the Term Fees by the due date stated on the invoice.

1.2 The class time will remain the same throughout the duration of the Term, unless otherwise advised.

1.3 Please arrive early to ensure you do not miss out on any class time. If you arrive late, the time missed will not be made up, refunded or credited and you will only be given the remainder of your allocated time slot.

1.4 Coaches endeavour to start and finish classes on time. To allow classes to run on time, if you have feedback and/or a matter you wish to discuss with the coach after your lesson please email Natalie ([info@oztennis.com](mailto:info@oztennis.com)) or leave a voicemail (0449 893 130) and you will be contacted at the earliest possible time.

1.5 In the event of a class starting late, at the fault of the coach, classes will not be cut short and will be extended to ensure the full time is covered (for example, if the coach is 10 minutes late starting your class, your class will finish 10 minutes later than scheduled).

1.6 If you wish to change your class time for the upcoming term, please notify Oz Tennis Academy by email ([info@oztennis.com](mailto:info@oztennis.com)) or phone (0449 893 130) at least 4 weeks before the end of the current term.

1.7 If you do not wish to continue lessons for the following term please notify Oz Tennis Academy as soon as possible.

1.8 Oz Tennis Academy reserves the right to cancel classes, change class times and coaches if necessary at any time.

### 2. Fees and Term Dates

2.1 Classes run in accordance with the NSW School Term; starting on the school term start date, and ending on the last day of the school term.

2.2 Term fees are a fixed price and are non-negotiable. They are based around the NSW School Term, with the length of the Term varying from 8 to 11 weeks.

2.3 Invoices for the upcoming term will be sent out 2 to 3 weeks prior to the end of the current term.

i. Invoices state the term fees, scheduled class time and type, the date of class commencement and the date the fees are due.

ii. Payment can be made by cash, bank transfer or cheque.

2.4 Payment is required by the due date before the start of the first lesson. No further lessons will be provided until any outstanding accounts/payments are made in full.

2.5 Student positions are not secured until full payment is received.

2.6 We do not provide refunds, we only provide credits.

2.7 Oz Tennis Academy reserves the right to change term fee prices at any time.

### 3. Absences

3.1 Absence from a paid lesson without informing your coach **at least 24hours** prior to your lesson, will not entitle the player to a lesson credit.

3.2 Classes that are missed for any reason, other than wet weather, will not be made up for, refunded or credited for future terms if the coaching team has not been notified at least 24 hours before the absence.

3.3 Only in extreme circumstances (i.e. serious injury) will fees be credited towards future terms.

3.4 If a student misses a lesson due to personal reasons, the coaching team will endeavor to provide make up lesson options for a maximum of 1 missed lesson per term. A minimum of 24 hours notification to the coaching team is essential if you are missing a lesson. It is the responsibility of the student to enquire with coaching staff in regards to make-up lessons. The coaching staff cannot guarantee make up lessons but will endeavor to provide as many time options as possible.

3.5 If a student misses a lesson due to illness, a sick note from a doctor is required for each absence during the term in order to qualify for a make-up class. Oz Tennis Academy will make every endeavor to meet your needs but cannot guarantee the provision of a make-up lesson.

3.6 If you are unable to attend your class, for whatever reason, please contact Oz Tennis Academy 24 hours prior to your scheduled lesson by text, phone or email.

#### **4. Wet Weather & Make Up Classes**

4.1 All classes will run as normal, unless you are contacted by Oz Tennis Academy.

4.2 In the event of classes being cancelled due to wet weather, you will be contacted by text, phone call or email by Oz Tennis Academy (please see 5.4).

4.3 Failure to show up on the assumption that your class will be cancelled due to bad weather will be deemed as a no-show and the class will not be made up for, refunded or credited towards future terms.

4.4 Make up classes will only be arranged for classes cancelled due to wet weather.

4.5 If you are unable to attend the scheduled make up class, for whatever reason, your class will not be made up for, refunded or credited towards future terms.

4.6 It is your responsibility to remember the date and time of your make up class.

#### **5. Communication & Media**

5.1 Natalie can be contacted by text/phone call (0449 893 130) and email ([info@oztennis.com](mailto:info@oztennis.com)), during business hours. Please leave a voicemail message if you are unable to get through. Correspondence will be responded to as soon as possible.

5.2 It is extremely important and also your responsibility to provide Oz Tennis Academy with any changes to your contact details.

5.3 Any contact details provided to the Oz Tennis Academy will only be used under business circumstances and not forwarded to any third parties.

5.4 Every effort will be made to ensure that you are aware of a cancelled lesson. Should you receive a text message, voicemail or email from Oz Tennis Academy regarding cancellation of your class due to wet weather, please acknowledge that you have received correspondence.

5.5 Oz Tennis Academy may take photographs and videos during classes, presentations, holiday programs and Christmas Parties which could be used, along with your (child's) name, on our website ([www.oztennis.com](http://www.oztennis.com)) or Facebook Page ([www.facebook.com/oztennis](http://www.facebook.com/oztennis)) If you do not wish to have your child photographed, please let us know.

#### **6. Indemnification**

6.1 It is a condition of use of Oz Tennis Academy's land, facilities and property that Oz Tennis Academy, its owners and subsidiary companies, are absolved from all liability and negligence from injury or death,

howsoever sustained to any person and are also absolved from any damage or loss however sustained to any person's property that arises before, during or after this event due to any negligent act, breach of duty, default and/or omission on the part of Oz Tennis Academy, its owners, directors, servants or agents.

6.2 Any individual or group that uses Oz Tennis Academy's, land, facilities and property do so only on the distinct understanding that they do so at their own risk.

6.3 Any individual that engages in activities at Oz Tennis Academy must abide by all rules as indicated relating to their use.

6.3 In signing the enrolment form and or entering the facilities of Oz Tennis Academy the user agrees and accepts all of the conditions as outlined above.

## **7. General**

7.1 Parents and non-playing children are not permitted on the tennis court at any time during the lesson unless requested by the coach.

7.2 Children waiting to start their class must remain off the court until they are called onto the court by the coach.

7.3 Under no circumstances are parents allowed to coach or talk to their child during their class, however positive reinforcement is encouraged.

7.4 Oz Tennis Academy will supervise children during class time only. Supervision outside of the scheduled class is the responsibility of the parent or guardian.

7.5 Oz Tennis Academy promotes sensible sun care and advises all students to wear sunscreen and a hat and to bring a bottle of water/drink.

7.6 Oz Tennis Academy will not be held responsible for sun burn, sun stroke or any illness caused due to sun exposure.

7.7 All participants should be aware of the risk of injury whilst on court and agree to participate at their own risk and responsibility.

7.8 Participants must wear enclosed sports shoes and sports clothing.

7.9 Any property left on the courts after classes will be held for one week. Please contact Oz Tennis Academy with regards to lost property and to arrange collection of any items found.

## **8. Students Bookings Cancelled for Misbehaving**

1. In the event of a child's position being cancelled due to misbehavior, the fees are non-refundable - Please remind your child that they are to be on their best behavior and they are coming to Oz Tennis Academy to learn tennis not how to behave or how to be polite to others.