Terms and Conditions – Junior and Hot Shots Coaching Lessons

Thank you for booking group coaching lessons (**Lessons**) for your child with Northcote Tennis Academy Pty Ltd (**we**, **us**, **our** or **Northcote Tennis**). We hope you child enjoys their on-court experience with us!

General

By booking your child in for Lessons, you agree to abide by these terms and conditions (these **Terms**).

Northcote Tennis reserves the right to update these Terms at any time.

Bookings and payments

All bookings must be made and paid for in advance through our website, via our Club Spark online platform. https://play.tennis.com.au/ntnorthcotetennis

When booking Lessons online, you will be required to create a Club Spark account. Once registered, you will receive an automatic confirmation from Club Spark, at the time of your booking being made.

You may also log into Club Spark to check enrolments, terms dates, session times and to amend details relating to your child.

<u>Important</u> - Full payment is required at the time of booking to secure your place in the Lessons.

All Lessons must be used within the school term that the Lessons apply to. Any unused Lessons will be forfeited and not carried over to any future term of Lessons.

We reserve the right to refuse your child's participation in the Lessons, if payment for the whole term of Lessons has not been received in full, at the time of booking the Lessons.

Prices are subject to change, but any changes will not affect confirmed bookings.

Refunds and cancellations

Cancellations by you

You may cancel booked term lessons by emailing Northcote Tennis at info@northcotetennis.com.au.

If you cancel at least two (2) days before the start of term, a full credit for term Lessons will be applied to your Club Spark account.

Cancellations made within the term will not be eligible for a refund or make-up lessons.

For cancelled or missed lessons due to injuries or illness, with a medical certificate provided, credit to the value of Lessons missed (pro rata) will be applied to your Club Spark account. This credit is valid for three (3) months or for the following term.

Changes to student class day/time is subject to availability.

You are not permitted to transfer Lessons to another person, including your own child.

Cancellations by Northcote Tennis:

If any lesson is cancelled due to inclement or extreme weather conditions (for example, heavy rain, lightning or extreme heat), court or coach unavailability, or other unforeseen circumstances, a make-up lesson or credit will be provided. No refunds will be provided.

If any lesson is cancelled during the lesson being performed, we will not provide you with a refund, credit or make-up lesson, if 50% or more of the lesson has been completed.

If any lesson is cancelled prior to 50% of the lesson being completed, then a make-up lesson or credit will be provided. No refunds will be provided.

Any credits or make-up lessons that we may provide to you, for these cancelled lessons, must be used within the same term of the date that the credit was issued.

Please refer to our make-up lesson policy table.

Missed Lessons:

If you miss a lesson without providing us with prior notice, no refund or make-up lesson will be provided.

Rescheduling a make-up lesson is subject to availability and at Northcote Tennis' discretion.

A maximum of two (2) make up lessons per student is offered per term.

Please refer to our <u>make-up lesson policy table</u>.

Health and safety

Participants must be in good health and have no medical conditions that could prevent safe participation in any lesson.

You must inform Northcote Tennis of any known and relevant health or medical conditions that apply to your child, at the time of booking Lessons, or before their participation in any lesson.

Northcote Tennis reserves the right to refuse your child's participation in any Lessons, if it is deemed unsafe for them to participate.

All players must comply with Northcote Tennis safety rules and must follow the instructions of Northcote Tennis coaches at all times.

Personal belongings

I understand and acknowledge that Northcote Tennis is in no way responsible for the safekeeping of my child's personal belongings, while they attend any lesson.

Court access

I agree and understand that:

• my child must not enter the tennis courts prior to any scheduled lesson or activity; and

 parents, guardian and/or carers must not enter the tennis courts during the Lessons, or at any other time, unless requested to do so by Northcote Tennis personnel.

Acknowledgment of risks

I understand that my child's participation in Lessons involves inherent risks, including but not limited to:

- physical injuries such as sprains, strains, or fractures; and/or
- accidents or equipment failure.

I acknowledge that Northcote Tennis has taken reasonable steps to minimise these risks, but cannot guarantee my child's safety.

Voluntary participation

I confirm that my child's participation in Lessons is entirely voluntary and they are under no obligation to perform, or participate in any activity, that they do not wish to.

Waiver of liability

I release and discharge Northcote Tennis, its directors, employees and other personnel, from any claims, actions, or liabilities arising from:

- injuries or illnesses that occur to my child during, or as a result of, their participation in any lesson; and
- their failure to follow instructions or recommendations provided to them by Northcote Tennis personnel.

Indemnity

I agree to indemnify and hold Northcote Tennis, its directors, employees and other personnel, harmless from any claims, demands, or legal actions brought by third parties arising out of or in connection with:

- my child's actions, behaviour, or negligence during or related to Lessons;
- my failure to provide accurate health information or follow instructions from Northcote Tennis personnel; and
- any injury or damage my child may cause to equipment, property, or other individuals during any Lessons.

Consent

I give permission for Northcote Tennis personnel to contact emergency medical services for my child, if they become injured or ill. I understand that I will be responsible for any expenses incurred.

Photography and media

Northcote Tennis may take photos or videos of my child during any on-court lesson for promotional purposes.

If you do not wish for your child to be included in promotional materials, please notify us in writing before their first lesson.

Privacy Policy

Any personal information that you provide to Northcote Tennis will be handled in accordance with our <u>Privacy Policy.</u>

Contact information

For any inquiries regarding these Terms, please contact:

Northcote Tennis Academy

Phone: 0400 217 744

Email: info@northcotetennis.com.au Website: www.northcotetennis.com.au

By booking your child into the Lessons, you confirm that you have read, understood, and agreed to these Terms.