

CONDITIONS OF TENNIS AUSTRALIA OFFICIATING MEMBERSHIP

Background

Tennis Australia Limited (**TA**) is the national governing body of Tennis in Australia.

To safeguard both the integrity of the sport and those involved in the sport, TA oversees tennis officiating in Australia at tennis matches within its remit (**Approved Matches**).

Approved Matches may be run by TA, a Member Association (**MA**) or another affiliated member of the Australian tennis family, for example a tennis club or tennis association (**Tennis Family**).

TA operates a **membership program** for people who qualify to officiate Approved Matches in Australia.

The purpose of the officiating membership program is to: (1) ensure that only suitably qualified officials are eligible to be selected to officiate Approved Matches (2) safeguard both the integrity of the sport and those involved in the sport, and (3) provide tennis officials with opportunities and benefits in recognition of their important contribution to the sport.

What does Tennis Australia Officiating Membership provide?

Tennis Australia Officiating Membership is an annual industry membership program, which runs on a 12 month basis (**Membership Term**).

Tennis Australia Officiating Membership provides people who are interested in being eligible to be engaged as a tennis official for Approved Matches with access to a dedicated website where they can find:

- the most up to date and comprehensive information on all things officiating, including the latest news
- Rules and Regulations relevant to officiating
- professional development tools for officials
- details of professional development events and activities for officials
- the portal where they can apply for selection to act as an official at Approved Matches
- information about the uniform to wear if selected to be engaged as an official at Approved Matches
- other benefits available to officials who have Officiating Membership.

Officiating Membership does not guarantee you will be engaged as a tennis official during the Membership Term.

Officiating Membership does not give rise to an employment relationship between TA and Officiating Members.

Acceptance into TA's Officiating Membership program is not an offer of employment, nor does it guarantee any application to act as an official as an employee or volunteer at Approved Matches will be successful.

Membership application

The following terms and conditions govern (1) your application to join or continue in the TA officiating membership program; and (2) If your application is accepted by TA, your membership in the industry program in which case you will become an “**Officiating Member**” and hold “**Officiating Membership**” for the relevant Membership Year.

Terms and Conditions

I understand and agree to the following:

1. I am applying for Officiating Membership an industry membership for tennis officials. I understand tennis officials have an important role to play in maintaining the integrity and reputation of the sport of tennis.
2. Current Officiating Membership is required to apply for selection to officiate, and be selected to officiate, at Approved Matches as an Australian tennis official.
3. These terms and conditions are separate from, and independent of, any terms and conditions of any employment, volunteer or independent contractor arrangements I have with TA or any MA.
4. These terms and conditions do not create any employment relationship between TA and me. In addition, these terms and conditions do not create a relationship of principal and agent or independent contractor.
5. To safeguard the integrity of the sport and protect those involved in the sport, as an Officiating Member I must do all of the following:
 - (a) uphold the integrity of the game of tennis and must comply with the international tennis rules preventing doping and corruption in tennis and the officiating code of conduct;
 - (b) hold and maintain a current and valid Working with Children Check and provide evidence of that check to TA to demonstrate that there are no restrictions on my ability to engage with children;
 - (c) provide to TA a valid current national police check, the results of which do not disclose any matter that, in TA’s opinion, is inconsistent with being of suitable character to hold Officiating Membership;
 - (d) provide to TA an annual member protection declaration that fully and accurately discloses any matters relevant to my suitability, and acknowledge that TA will assess such matters in determining whether I am of suitable character to hold Officiating Membership;
 - (e) understand the rules of tennis, be suitably qualified and satisfactorily complete relevant training courses and learning modules reasonably set by TA (such as the “Safeguarding Children” and “Officiating Compliance” learning modules).
6. I will: (a) provide evidence of any check or declaration set out in clause 5 within 14 days of any request by TA, and (b) immediately notify TA if any checks set out in clause 5 are terminated, suspended or subject to conditions and (c) immediately notify TA if I become aware I am under investigation for breaches of international rules preventing doping and corruption in tennis or the officiating code of conduct.
7. I understand that there are different types of Officiating Membership - “Full”, “Regional” and “Volunteer and I should apply for the type of membership which is most suitable for my situation. If there is an annual fee

associated with the membership type, I agree to pay that fee in full at the start of the membership year using one of the payment options offered by TA.

8. During the Membership Term, in all circumstances directly or indirectly arising from, related to, or connected with, my Officiating Membership, I will do all of the following:
 - (a) conduct myself in an appropriate manner;
 - (b) behave in a reasonable manner;
 - (c) be courteous;
 - (d) reasonably promote and support TA's programs and activities, and the sport of tennis;
 - (e) not defame or disparage: (i) TA; (ii) any employee, contractor, volunteer or director of TA, MA or other Members of the Tennis Family (**Tennis Personnel**); or (iii) any other person with Officiating Membership, customer, attendee, player, player relative, coach, or player support staff (**Relevant Person**); and
 - (f) not engage in conduct that does, or might reasonably, create a risk to the health, safety or wellbeing of any Tennis Personnel or Relevant Person.
9. TA may provisionally suspend my Officiating Membership during any investigation involving me by or on behalf of any of the following TA, a MA, ITF, ATP, WTA, ITIA, any other sports integrity body or any law enforcement body.
10. TA may suspend, cancel or place restrictions and / or conditions (however described) on my Officiating Membership at any time and without notice during the Membership Term if any one or more of the following apply:
 - (a) in TA's opinion, I do not satisfy any of the conditions set out in clauses 5, 6, 7 or 8;
 - (b) in TA's opinion, I have failed to comply with or am in breach of any of the standards required of officials set out in clause 5, 6, 7 or 8;
 - (c) in TA's opinion, I have engaged in any conduct that does any of the following: (i) causes serious or imminent risk to the health or safety of any Tennis Personnel or Relevant Person; (ii) is unlawful or illegal; (iii) materially conflicts with TA's interests; (iv) is unprofessional; (v) brings TA or the sport of tennis into disrepute; or (vi) occurs during any employment or engagement by TA that forms a basis for the dismissal from any employment or termination of any engagement;
 - (d) I am or become listed on the Tennis Integrity No Credentials List at any time during the Membership Term;
 - (e) I am prosecuted and/or sanctioned by TA, a MA, ITF, ATP, WTA, ITIA, any other sports integrity body or any law enforcement body for misconduct; and/or
 - (f) TA decides it is appropriate to do so having regard to TA's legitimate interests in the proper governance of the sport of tennis in Australia.
11. I understand TA may reject my application for an Officiating Membership (or a particular category of Officiating

Membership) in any of the following circumstances:

- (a) based on any failure by me, in TA's opinion, to comply with, provide, or satisfactorily meet, any of the conditions or standards set out in clauses 5, 6, 7 or 8;
 - (b) if I do not hold the relevant credentials or experience required for a particular category of Officiating Membership;
 - (c) if I am or have been listed on the Tennis Integrity No Credentials List;
 - (d) if I am currently under investigation for misconduct;
 - (e) if I have been prosecuted and/or sanctioned TA, a MA, ITF, ATP, WTA, ITIA, any other sports integrity body or any law enforcement body for misconduct
 - (f) as a result of any suspension, cancellation or restriction placed on my Officiating Membership during any prior Membership Term; or
 - (g) any other reason TA reasonably considers relevant to the holding of Officiating Membership having regard to TA's legitimate interests in the proper governance of the sport of tennis in Australia.
12. At any time during the Membership Term, I may immediately terminate my Officiating Membership by providing TA with notice of my termination. No period of notice is required to be given.
13. If my Officiating Membership is cancelled by TA during the Membership Term, TA will reimburse me the amount of the membership fee equivalent to the proportion of the balance of the Membership Term. If I cancel my Officiating Membership during the Membership Term, I acknowledge that I will not receive any pro-rata reimbursement of the fee.
14. If my Officiating Membership is terminated, cancelled, or not renewed, or during any period of suspension, I will not hold myself out as, or act in the capacity of, an Officiating Member in any manner whatsoever (including but not limited to wearing the TA-branded uniform or utilising any privileges, benefits or entitlements associated with the Officiating Membership).
15. My TA Officiating Membership does not oblige TA to appoint or select me as an official for any Approved Matches at any tennis tournament or event. I acknowledge that: (a) I may be selected (or not); and (b) I will accept and abide by selection decisions made by TA.
16. If I apply for selection for any Approved Matches at any tournament or event, the terms and conditions of employment or engagement for that tournament or event will be solely governed by a separate employment or volunteer agreement.
17. TA may amend these terms at any time during the Membership Term for any legitimate reason including any operational, business, security or safety purpose and will provide notification that the terms have been amended.
18. I understand that obtaining Officiating Membership may provide me with access to personal information of other Tennis Personnel or Relevant Persons. I acknowledge that any personal information I have access to is confidential and not to be misused.

19. I understand that Officiating activities and Approved Matches are often photographed and filmed. I consent to TA, MAs and their government and commercial partners taking, retaining and reproducing my image and likeness in any way pertaining to my Officiating Membership or involvement in tennis. I agree that any such images or likeness may be used by any of these organisations in reporting or marketing materials including online publications without any further notice or payment to me. I also understand that patrons and others may take photos of me while in areas (other than private areas) at tennis activities.
20. These terms constitute the entire arrangement between TA and me in respect of my officiating membership.
21. The laws of Victoria govern these terms, and TA and I submit to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear their appeals.
22. By submitting my membership application I accept and agree to be bound by the terms and conditions set out above.