TERMS AND CONDITIONS

Conditions of the Tennis Australia 2017-2018 Coach Membership Program

I understand and agree that:

- 1. I am bound by all relevant Tennis Australia Limited (TA) policies (as developed or amended by TA from time to time) including, but not limited to, the Member Protection Policy, the Coaches Code of Conduct, the Anti-Doping Policy, the Uniform Tennis Anti-Corruption Program, Cardio Tennis and Hot Shots program terms and conditions, made available to me at tennis.com.au/coaches/membership/policies.
- 2. I acknowledge that in order to protect the integrity and safety of the sport of tennis I must comply with TA screening requirements as prescribed within the Member Protection Policy, which requires all TA Coach Members to obtain and maintain the following:
 - (a) Working with Children Check (or state equivalent);
 - (b) National Police Check; and
 - (c) annual completion and signature of a Member Protection Declaration.
- 3. I acknowledge that I must meet TA's insurance eligibility requirements which, among other things, require 'Business Package' or 'Qualified' Coach Members to maintain current first aid certification.
- 4. TA may reject my application for Coach Membership, accept my application but impose certain conditions, or suspend, or cancel, my Coach Membership during the membership term based on any of the following:
 - (a) my breach of these Conditions or any policy referred to in Condition 1 above;
 - (b) the results of TA's screening processes, my failure to deliver screening documents, or TA otherwise becoming aware of other information about actual or alleged criminal activities;
 - (c) my failure to meet TA's insurance eligibility requirements;
 - (d) my failure to maintain a valid Working with Children Check or National Police Check;
 - (e) any change to my Working with Children status; or
 - (f) having been 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 Condition 1 (above) (in the case of renewal applications, this shall include any offences found to have been committed during the previous Coach Membership term).
- 5. As a Coach Member I must:
 - (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.
- 6. I must not use TA's Tennis Logo in any advertising or promotional material unless authorised by TA in accordance with a Licence Agreement for use of the Tennis Logo.
- 7. TA-branded uniform, equipment (including uniform and equipment offered to me for discounted purchase) and proprietary coaching course materials (including materials hosted on the 'Bounce' online platform) provided to me by TA from time to time:
 - (a) must not be on-sold, deface or repurposed in any way;
 - (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).
- 8. In the event that my Coach Membership is suspended or cancelled I understand that during any such period of suspension, or immediately in the event of cancellation, I must:
 - (a) stop using the Tennis Logo (where authorised to do so under Licence Agreement) or wearing the TA-branded uniform;
 - (b) not deliver any TA programs (including ANZ Tennis Hot Shots and Fitbit Cardio Tennis); and
 - (c) not refer to myself as a TA Coach Member, or refer to any affiliation with TA, any in marketing or advertising.
- 9. I understand that Coach Membership fees are non-refundable (even if a membership is suspended or cancelled) and Coach Membership is personal and not transferable.
- 10. If I am 'Trainee Coach' Member, I must only:
 - (a) coach under supervision of 'Business Package' or 'Qualified' Coach Members (to ensure insurance eligibility); and
 - (b) demonstrate reasonable progress towards 'Qualified' status by completing a coaching course recognised by TA within four years of commencing 'Trainee Coach' Membership.

- 11. To be eligible for 'Business Package' or 'Qualified' Coach Membership, I 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.
- 12. I have read and understood the details of the insurance cover provided to me (which are specific to each Coach Membership type) and described at www.tennis.com.au/coaches/membership/insurance. I accept that any additional insurance cover is my sole responsibility.
- 13. TA may amend these Conditions at any time during the membership term for operational, business, security or safety purposes and will email me if an amendment occurs.
- 14. I consent to the publication of my name, business name, phone number and/or email address on:
 - (a) Tennis Australia's Coach Member listing at tennis.com.au;
 - (b) where applicable, ANZ Tennis Hot Shots and Fitbit Cardio Tennis deliverer listing websites cardiotennis.com.au and hotshots.tennis.com.au;
 - (c) selected press ads promoting the ANZ Tennis Hot Shots or Fitbit Cardio Tennis program as per my instructions via my My Tennis profile.

I understand that I must promptly update my profile page on the Coach Membership My Tennis page to reflect any changes to my contact details or program offerings.

15. I consent to TA, its State-based Member Associations and government and commercial partners taking, retaining and reproducing my image and likeness in any way pertaining to my membership or involvement in tennis. I 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.

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

Privacy

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 I accept and agree to be bound by the Conditions set out above. Signature Date *Parent / Guardian Name

Please complete form and send to:

*If coach member is under 18 years of age.