

Terms and Conditions

Introduction

- 1.1 **Victoria Tennis Association Incorporated** (ABN 61 006 281 125) of AAMI Park (Entrance F), Olympic Boulevard, Melbourne VIC 3000 (**TVIC**) agrees to engage School to provide the Supply on the terms set out in these Terms and Conditions and School agrees to provide the Supply on and in accordance with the terms set out in this Terms and Conditions.
- 1.2 These Terms and Conditions will prevail notwithstanding any other terms and conditions on quotations, estimates, proposals or any other documents issued by the School. These Terms and Conditions can only be altered by written agreement signed by each party.

2. Appointment

- 2.1 This Agreement commences on acceptance and continues until the conclusion of the Supply (**Term**), unless terminated earlier in accordance with the provisions of this Agreement.
- 2.2 School is engaged on a non-exclusive basis to provide the Supply; TVIC may obtain goods or services that are the same or similar to the Supply from other parties.

3. Fees

- 3.1 In consideration of the proper performance of School's obligations under this Agreement, TVIC will pay School the Fees. The Fees will be agreed in writing between the parties prior to the commencement of the Program.
- 3.2 The School agrees that it is responsible for providing correct and accurate bank details and will indemnify TV for any errors or omissions in the School's bank account details.
- 3.3 School must provide TVIC with valid tax invoices and such tax invoices must include and clearly reference the unique supplier and purchase order number issued by TVIC to School from time to time. TVIC will pay School the Fees within 30 days of receipt a valid tax invoice from School.

PART TWO – THE SUPPLY

4. The Supply

- 4.1 With support from the Australian Tennis Foundation and Emirates, Tennis Victoria is carrying out and facilitating the ATF Emirates Force for Good Classroom to Court Program (**Program**), which is a school-based program, delivered by a local provider with the final week being a fun, welcoming and inclusive event at the local tennis club. Tennis Victoria hopes to create ongoing connections between club, school and participant post program completion. The program can be run for classes of up to 30, from Foundation level all the way to year 12.
- 4.2 The Supply will comprise the following:
 - (a) Supply of School Bus and Driver to transport children from school to the nominated venue for the Program Sessions if required; and
 - (b) Supply of relief teachers to support the school/children participating in the Program if required.
- 4.3 In addition to the above, the Supply will include the following requirements on the School:
 - (a) Confirm that all necessary consents have been obtained from the parents or guardians of the children participating in the Program, permitting their involvement in the Program;
 - (b) Procure from participants in the Program a signed photography/filming consent form before a participant takes part in a Program session which contains the clauses set out in Annexure A;

- (c) Adhering to all reasonable requirements provided from time to time to the School by TVIC;
- (d) Being available during agreed hours; and
- (e) Meeting any relevant accreditation or background check requirements, where notified by TVIC.

5. General obligations

5.1 When providing the Supply, School (and each of its Personnel) must:

- (a) exercise all due care, skill, efficiency and attention in providing the Supply, and ensure the Supply is provided:
 - (i) by employing techniques and standards generally observed in School's industry with respect to works similar to the Supply; and
 - (ii) to the reasonable satisfaction of TVIC;
- (b) act in good faith in all dealings with TVIC;
- (c) regularly liaise with TVIC to ensure that TVIC's interests are addressed in the method and manner of the provision of the Supply;
- (d) meet any agreed deadlines;
- (e) ensure that any goods forming part of the Supply are suitable for TVIC's purpose;
- (f) identify and comply with all applicable Laws relating to the Supply; and
- (g) at School's expense apply and maintain any and all authorisations required by Law in order for School to comply with its obligations under this Agreement.

5.2 If School becomes aware of anything which will or may cause a delay or other difficulty in its provision of the Supply (**Delay**) it must immediately notify TVIC. In such circumstances of a Delay, School must take all reasonable steps necessary to make up time or rectify the issue. Where the cause of the Delay was within the reasonable control of School, School must make the rectification at its own cost. Where the cause of the Delay was not within the control of School, the parties will meet to determine, acting reasonably, what additional costs will be charged to TVIC.

6. Conflict of Interest

- 6.1 School warrants that no conflict of interest exists or is anticipated relevant to the performance of the Supply.
- 6.2 School is not a party to any appointment, engagement, position or work which gives rise to a conflict of interest with TVIC.
- 6.3 School must not accept or undertake any appointment, engagement, position or work which would give rise to, or potentially give rise to, a conflict of interest with TVIC.
- 6.4 If a conflict of interest arises during the Term, School must notify TVIC immediately. Upon notification, TVIC may terminate this Agreement immediately by giving notice to School.

7. Staffing

- 7.1 School must allocate suitably experienced and qualified Personnel to plan, implement and manage the total delivery of the Supply and demonstrate a commitment to the proper performance of the Supply at the highest level of management within School's organisation.
- 7.2 TVIC retains the right to request that alternative Personnel are allocated to manage the TVIC Supply. If TVIC (acting reasonably) requests that School withdraws and replaces a member

of its Supply delivery team, School must promptly comply with such request and remove and replace such Personnel.

7.3 School represents and warrants that any people it employs or engages in the course of performing its responsibilities under this Agreement are:

- (a) legally authorised to work Australia; and
- (b) paid in accordance with any applicable award or other statutory requirements.

7.4 School acknowledges that it and its subcontractors are responsible for their own industrial relations and must ensure that it and its subcontractors comply with all applicable Commonwealth and State industrial awards and industrial instruments and Laws (including any workplace meal provisions) which apply to them and bind them under this Agreement.

7.5 School acknowledges and agrees that School must, and must ensure its Personnel, comply with applicable policies, procedures and reasonable directions notified by TVIC to School from time to time.

8. Variations

8.1 From time to time, TVIC may direct School in writing to vary the Supply by written notice to School. In such circumstances, the following provisions will apply:

- (a) If School proposes to alter the Fees as a result of a variation directed by TVIC, it must provide TVIC with details of the proposed alteration to the Fees in writing within two business days of receipt of TVIC's direction. School must obtain TVIC's written approval of that alteration in Fees before commencing the varied Supply.
- (b) Unless otherwise agreed by the parties, School will price any alteration of the Fees under clause 8.1(a) using the following order of precedence:
 - (i) prior written agreement;
 - (ii) rates or prices stated in the Schedules or Attachments;
 - (iii) rates or prices in a schedule of rates or schedule of prices published by School, even though not part of this Agreement, to the extent that it is reasonable to use them; and
 - (iv) reasonable rates or prices.
- (c) School will not be entitled to any alteration in Fees if a variation results from:
 - (i) a defect in the Supply;
 - (ii) School otherwise being in breach of the Agreement; or
 - (iii) an increase in the quantities of units of the Supply contemplated under the description of Supply.
- (d) School must not vary the Supply in any way without TVIC's written approval.

8.2 Where the Fees are based on unit rates, any increase or decrease in the actual quantity of an item required to deliver the Supply on any quantity shown in the Schedules or Attachments does not amount to a variation under clause 8.1, provided that:

- (a) if limits of accuracy are stated in the Attachments the rate will apply to the quantities within the limits;
- (b) quantities outside the limits of accuracy stated in the Attachments will be valued under clause 8.1 as if they were a variation in Supply directed by TVIC (but only to the extent they are outside the limits of accuracy); and
- (c) School will otherwise not be entitled to any adjustment to the Fees in connection with the difference.

PART FIVE – THE LOCATION

9. Background checks and Accreditation

- 9.1 Prior to commencing the Supply, School must ensure that its authorised Personnel, and the Personnel of any subcontractor or third party involved in the Supply, obtain (at School's cost):
- (a) a current police check (completed not more than two years prior to the commencement of the Supply);
 - (b) a working with children check or appropriate state equivalent; and
 - (c) any other background checks and proof of identity required by TVIC.
- 9.2 If requested by TVIC, School must provide TVIC with complete copies of the documents referred to in clause 9.1 above.
- 9.3 If TVIC considers it necessary to confirm that the appropriate background checks have been completed, it may audit the records and systems of the School and any subcontractor or third party involved in the Supply. School must ensure that it reserves the right for TVIC to conduct such audits in any agreements it enters into with subcontractors or third parties in relation to the Supply.
- 9.4 TVIC reserves the right (acting reasonably) to specify uniform requirements for School's Personnel to wear when performing the Supply and to restrict or refuse the display of any names, logos or graphics that TVIC considers offensive or in conflict or potential conflict with TVIC or sponsor branding.

PART SIX - PUBLICITY

10. Confidentiality

- 10.1 The parties must take reasonable steps to ensure that they, their employees, advisers and agents do not use or disclose any part of this Agreement, any information in respect of this Agreement or any confidential information of the other party (including pricing) except to the extent that:
- (a) it is required to do so by law;
 - (b) the other party has consented in writing to such disclosure or use; or
 - (c) a party's disclosure is to that party's professional advisers.

11. Prohibition on publicity and advertising

- 11.1 School must not make any public announcement relating to this Agreement, TVIC or any of TVIC's events without the prior written consent of TVIC.
- 11.2 Except as required in order to perform its obligations under the Agreement, School must not:
- (a) in any way represent to any person that it is associated with or has the support or approval of TVIC or any of TVIC's events and must not produce or participate in the production of any document or materials which suggest or indicate such an association or support; or
 - (b) use any of TVIC's logos, trademarks or other intellectual property of TVIC; without TVIC's prior written approval.

12. Intellectual property in the Supply

- 12.1 Each party owns and retains all right, title and interest, worldwide, in any and all of its intellectual property rights pre-existing before the Commencement Date and developed other than in accordance with obligations under this Agreement (**Background IP**).
- 12.2 School gives TVIC a free licence to use any Background IP forming part of the Supply for the duration of the Term.
- 12.3 School acknowledges and agrees that all intellectual property rights in any material created by School in the course of providing the Supply (**Contract IP**) is the exclusive property of TVIC and is assigned to TVIC immediately on creation. School agrees to sign any documents (and where relevant, procure its authorised representatives to sign any documents) which are required to give effect to this clause 12.
- 12.4 School acknowledges and agrees that TVIC may use any Contract IP however it considers fit without needing to pay any royalties, licence fees or other costs to School or any third party and whether or not this amounts to 'derogatory treatment' as defined in the *Copyright Act 1968* (Cth). School further represents that TVIC is not required to attribute authorship in any Contract IP and it has done all things necessary to obtain moral rights consents from each relevant author for the purpose of meeting the obligation in this clause.
- 12.5 School agrees not to use TVIC's Background IP or the Contract IP, for any other purpose other than performing its obligations under this Agreement.
- 12.6 Within two days of receipt of TVIC's written request, School must deliver to TVIC any paper documents or electronic files, including CAD drawings, created by it in the course of its provision of the Supply in the manner requested by TVIC (at no further cost to TVIC).

PART SEVEN – GENERAL

13. Termination

- 13.1 Without prejudice to any of its other rights under this Agreement or at Law either party may terminate this Agreement immediately by giving written notice to the other party if:
 - (a) the other party commits a material breach of this Agreement which is capable of remedy and the breach is not remedied within 7 days of receipt of notice specifying the breach;
 - (b) the other party commits a material breach of the Agreement and such breach is not capable of being remedied;
 - (c) in respect of the other party, one or more of the following events or circumstances occurs:
 - (i) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;
 - (ii) having a controller or analogous person appointed to it or any of its property;
 - (iii) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the *Corporations Act 2001* (Cth) or any other Law;
 - (iv) seeking protection from its creditors under any law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors; or
 - (v) any analogous event or circumstance to those described in paragraphs (i) to (iv) under any law.

- 13.2 On the expiry or termination of this Agreement, School must give TVIC all original documentation belonging to TVIC or if this is not possible, copies of all original documentation belonging to TVIC.

14. Insurance

- 14.1 The Insurance is comprised of:

- (a) Public and product liability insurance which must, noting the relevant interest of TVIC, insure School against liability for the death of or injury to any person or loss of, destruction of or damage to property due to or arising out of or in connection with the Supply and/or performance of School's obligations under this Agreement for an amount not less than \$20 million for any one occurrence in respect of public liability (and unlimited as to the number of claims that can be made under the policy) and in the annual aggregate in respect of product liability; and
- (b) Any workers compensation insurance as required by Law covering all liabilities in relation to the death or injury to School's workers (or any person deemed to be a worker), and in the case of persons not required by Law, to hold workers' compensation insurance, personal sickness and accident insurance.

- 14.2 School must maintain the Insurance during the Term of this Agreement and for a minimum six months after the end of the Term. If School fails to effect or maintain any insurance policy referred to in this clause 14, TVIC may immediately terminate this Agreement.

- 14.3 The Insurance policies shall be placed with a recognised, solvent and reputable insurer that has a standard and poor's rating of A- and above.

- 14.4 Evidence of the existence of applicable insurance cover may be requested by TVIC. Upon receipt of such a request, School will be obliged to present a certificate of currency within 7 days.

- 14.5 If any subcontractor or agent is appointed in accordance with clause 19.1, without limiting any other provision of this Agreement, School must ensure that each such subcontractor or agent maintains the insurance required under this clause 14 and provide evidence of that insurance to TVIC when requested by TVIC, or if no such request is made, before commencing supply of the Supply described in this Agreement.

- 14.6 No provision contained in this clause 14 will limit School's liability to indemnify TVIC in accordance with the provisions of this Agreement.

15. Indemnity

- 15.1 To the extent permitted by Law, School releases and indemnifies TVIC and its employees, subsidiaries, officers, volunteers, servants and agents against any claim, loss, damage or expense (including legal fees) arising out of or in connection with:

- (a) injuries or death to any persons or damage to any property caused by School or its Personnel;
- (b) any negligence, misconduct or wilful, reckless, malicious or fraudulent acts or omissions by School or its Personnel;
- (c) School or its Personnel breaching this Agreement; and
- (d) School's breach of, or failure to comply with, the *Building Act 1993 (Vic)*, the *Disability Discrimination Act 1992 (Cth)*, any relevant Australian and/or New Zealand Standards, any relevant Occupancy Permit, the National Construction Code or any other relevant Law;

except where and to the extent the relevant claim, loss, damage or expense is caused or contributed to or by the negligent or wilful acts or omissions of TVIC, its employees, subsidiaries, officers, volunteers, servants and agents.

- 15.2 Under no circumstances will TVIC, its, employees, directors, subcontractors or agents be liable to School for special incidental, or indirect damages or for any economic consequential damages, or lost profits, business, revenue, goodwill or anticipated savings..

16. Privacy

- 16.1 School agrees, in respect of any personal information it obtains access to in the course of providing the Supply, to comply with the *Privacy Act 1988*, any other applicable legislation regarding privacy and TVIC's privacy policy. A copy of the privacy policy can be found at: <http://www.tennis.com.au/privacy>. School agrees not to use any personal information it obtains in connection with the Supply for any purpose other than the provision of the Supply.
- 16.2 School represents and warrants that its authorised Personnel have consented to TVIC collecting, holding and using personal information about them in connection with the administration of this Agreement and on the terms and conditions set out in TVIC's privacy policy.

17. Force majeure

- 17.1 In this clause 17, a force majeure event means any act of God, fire, flood, earthquake, cyclone, tornado, hurricane, lightening, explosion, war, acts of terrorism, travel restrictions including flight restrictions, theft, malicious damage, strikes, lock-outs, or industrial action of any kind, a restraint or restriction by a government or governmental agency, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction (**Force Majeure Event**).
- 17.2 Where TVIC or School is unable, wholly or in part, by reason of a Force Majeure Event to carry out any obligation under this Agreement, it must:
- (a) give the other party immediate notice of the Force Majeure Event; and
 - (b) use all reasonable diligence to remove or minimise the Force Majeure Event as quickly as possible,
- and any such non-performance will not be considered a breach of this Agreement.
- 17.3 If by reason of a Force Majeure Event, School will not be able to, or may not be able to, meet its obligations under this Agreement, TVIC may immediately terminate this Agreement either in its entirety or only in relation to the affected Supply by written notice to School. If this occurs the parties shall be relieved from their respective obligations to each other hereunder without liability whatsoever, other than the provision of any Supply that was not affected that is still requested by TVIC and the payment by TVIC for such requested Supply.

18. Dispute resolution

- 18.1 If written notice of a dispute has been given by one party to the other in relation to this Agreement, the parties will endeavour to first settle the dispute by discussions between them.
- 18.2 If the dispute is not resolved within 14 days (or such other period as agreed in writing by the parties) after the written notice of the dispute has been given by one party to the other, the parties may refer the dispute to mediation to be administered by the Australian Commercial Dispute Centre (**ACDC**). The mediation costs charged by ACDC will be shared equally by the parties.
- 18.3 If the dispute has not been settled within 28 days of the appointment of a mediator, the parties may then take further action to enforce their rights.
- 18.4 This clause will not affect either party's rights to terminate this Agreement or to seek interlocutory relief in a court of competent jurisdiction.

19. Assignment and subcontracting

- 19.1 School must:

- (a) not, without the prior written approval of TVIC, appoint a subcontractor or agent (or allow a subcontractor or agent to appoint a subcontractor or agent) to provide the Supply (or any part) and/or any obligation under this Agreement;
 - (b) ensure that any subcontractors or agents comply with the Terms and Conditions of this Agreement as if they were a party to this Agreement; and
 - (c) remain fully responsible and liable to TVIC under this Agreement for any act or omission of any subcontractor or agent as if such act or omission were performed or done by School itself.
- 19.2 Where requested to do so by TVIC, School will direct its subcontractors to engage directly with TVIC (for example in circumstances where subcontractors have discounted pricing arrangements with TVIC).
- 20. General**
- 20.1 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- 20.2 The parties agree to and must comply with the Special Conditions (if any).
- 20.3 Each party must not assign or transfer any right or liability under this Agreement without the prior written consent of the other party.
- 20.4 Nothing contained in this Agreement nor anything done by the TVIC and School, shall create a joint venture, partnership, employment or agency relationship between the TVIC and School.
- 20.5 The expiration or termination of this Agreement does not operate to terminate any of the continuing obligations under this Agreement and they will remain in full force and effect and binding on the party concerned. Any term of this Agreement needing to survive the expiry or termination of this Agreement in order to be given effect to its provisions shall survive such expiry or termination.
- 20.6 Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of this Agreement enforceable.
- 20.7 This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 20.8 Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under this Agreement, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.
- 20.9 Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the execution of documents.
- 20.10 The parties may execute this agreement in counterparts, all of which together constitute one instrument. A true and correct PDF signed copy of this Agreement may be used in place of originals for any purpose.
- 20.11 This Agreement may not be varied, except in writing signed by both parties.
- 20.12 This Agreement is governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the Victorian courts.
- 20.13 Clauses 10 (Confidentiality), 11 (Publicity), 15 (Indemnity), 20 (General) and 21 (Dictionary and Interpretation) survive the termination or expiry of this Agreement.
- 21. Dictionary and Interpretation**
- 21.1 In this Agreement the following terms will have the following meanings:

Agreement means this agreement including the Schedule, the Terms and Conditions and each applicable Attachment;

Attachment means an attachment to this Agreement.

Commencement Date means the date specified in Item 2 of the Schedule;

Expiry Date means the date specified in Item 2 of the Schedule;

Fees means the fees payable by TVIC to School, as specified in Item 4 of the Schedule;

Insurance means those insurance policies specified in Item 5 of the Schedule;

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a government agency that have the force of law;

Payment Terms means the terms on which payment of any Fees by TVIC to School is made, as set out in Item 5 of the Schedule;

Personnel means the employees, officers, agents, subcontractors and suppliers of a person;

Schedule means the Schedule to this Agreement.

Special Conditions means those terms and conditions set out in Item 7 of the Schedule;

School means the person described in Item 1 of the Schedule;

Supply means the services, hire, works, facilities, goods, benefits or supplies (including all materials, products and equipment) provided by School to TVIC in accordance with this Agreement and as set out in Item 3 of the Schedule and detailed further in Attachment 1; and

Term has the meaning given in clause 2.1.

- 21.2 Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, or parties includes successors and permitted assigns and substitutes by way of assignment or novation, to any legislation or regulations includes all amending and succeeding legislation and regulation, to conduct includes an omission, statement or undertaking whether or not in writing, to AUD, dollars or \$ is to Australian currency, to clauses or schedules is to clauses or schedules in this Agreement and headings are for reference purposes only. If there is any inconsistency between the Terms and Conditions set out in this Agreement and the Special Conditions, the Special Conditions will prevail.

Annexure A
Consent Form - Student
Photographing, filming and recording by media and/or other organisations

Event at our school

On [Date] 2025, Our school, (School name) will be attending [Venue name] where [Supplier name] (**the organisation**) will facilitate a school tennis program (**the program**) to encourage being active and developing social connections through tennis. The program is interactive and students will be invited to participate in playing tennis and tennis related activities.

By signing this form, you consent to the ATF, Tennis Australia or Tennis Victoria taking your child's image while they are participating in the program. You further agree that any such photographs, electronic images, sound recordings or video footage may be used by ATF, Tennis Australia, its Member Associations and Partners in resources and reports and in promotional, advertising or marketing materials, without any further notice or payment to you.

Consent

Name of student: _____

I, _____, the parent/carer of this student, consent to my child attending the event described above and being filmed and/or photographed and/or audio recorded by the organisation(s) during the event.

I understand that I can only withdraw my consent for my child to participate before the event occurs and I must contact [insert school contact person, phone number and/or email address] to do so.

Date: / /

Signature: _____

Name of parent/carer: _____

Contact number: _____

Contact email: _____

For any questions about this form, please contact the school on [insert school contact details]

To understand more about privacy, see the [Schools' Privacy Policy](#) and [Tennis Victoria's Privacy Policy](#)

If you tick one of the boxes below, Tennis Victoria, Tennis Australia and the Australian Tennis Foundation may use and disclose your personal information for direct marketing purposes, unless you opt-out (which you can do at any time in accordance with the tennis privacy policy).

☐ I wish to receive further offers from Tennis Australia, Tennis Victoria, Australian Tennis Foundation and other Australian Tennis Organisations regarding other products and services.
[optional]

☐ I wish to receive other offers from third parties who have a relationship with Tennis Australia, Tennis Victoria or other Australian Tennis Organisations about their products and services.
[optional]