

TENNIS VICTORIA MEMBERSHIP TERMS

1. Effect of these terms and conditions

- 1.1. As a member (“you”) of Tennis Victoria (“us”), you agree to be bound by these terms and conditions for the duration of your membership.
- 1.2. The duration of your membership, including any applicable membership period, is as determined in accordance with By-Law 9.
- 1.3. These terms and conditions apply from the date your membership commences and continue until your membership ends, unless and until they are amended or replaced by us.

2. Payment and Direct Debit

- 2.1. You agree to pay us the membership fee by the due date set out in any membership invoice that we send you. Please contact us as soon as practicable if there are any issues with your membership invoice or your ability to pay.
- 2.2. You may choose to pay by Direct Debit. If you have selected this option and completed a signed [Direct Debit Request Form](#), we will organise payment through this method. You agree that:
 - (a) The [Direct Debit Service Agreement](#) terms apply;
 - (b) The collection of direct debit fees will be via Australia and New Zealand Banking Group Ltd (ANZ), and you acknowledge that our rights under these terms and conditions may be enforced by ANZ.
 - (c) It is your responsibility to ensure your nominated account can fulfil a direct debit on the nominated payment dates. If we are unable to process your payment per the [Direct Debit Service Agreement](#), we may enforce our rights under the Tennis Victoria Constitution or the Direct Debit Service Agreement associated with that non-payment.

3. Application to certain people at your club or venue

- 3.1. You must ensure that to the extent they are applicable, these terms and conditions apply to your club members, committee members, employees, volunteers, coaches, registered tennis players, other tennis participants and any other persons who works face-to-face with children in their role with you.

4. Policies

- 4.1. You agree to be bound by the Tennis Victoria [Constitution](#), [By-Laws](#) and regulations and the Tennis Australia (TA) [National Policies](#).
- 4.2. Please ensure you pass these key documents onto and bind the people described in clause 3 above.

5. Safeguarding children

- 5.1. Everyone has a role to play in ensuring the safety of children and young people in tennis. We have a zero-tolerance approach to any form of child abuse and are committed to ensuring that the sport of tennis is a safe and friendly environment for all children and young people. As part of that commitment, you must:
- (a) ensure that certain people complete and maintain a valid Working With Children Check (including all committee members, employees, volunteers, coaches, and those who will likely have unsupervised contact with children in their role);
 - (b) notify us of any issues with the Working with Children Check status of any person listed above; and
 - (c) within 30 days of our request, provide details of compliance with your obligations in this clause.

6. Act in the best interests of tennis

- 6.1. You agree to act in the best interests of the sport of tennis and to not bring the sport of tennis or Tennis Victoria into disrepute.

7. Data and Privacy

- 7.1. We know that data and privacy is important. We have a [privacy policy](#) that applies to you. The policy provides information about the data we collect, how we maintain and use that data and your rights in relation to our use. We may disclose the personal information that you provide 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.
- 7.2. The privacy policy contains information about how you or any other person named in this application form, may access and seek correction of your personal information provided or complain about a breach of your privacy, and how we will deal with that complaint.
- 7.3. If you do not consent to the privacy policy, do not provide the personal information. This may mean those named in this application form will be unable to access certain products or services.

8. Consents and data that we require from you

- 8.1. To assist us, we ask you to:
- (a) provide us with the required privacy and personal information consents (including consents for information about persons named in the application form).
 - (b) ensure all data entered into or submitted for entry to national online tennis systems is accurate and up to date, and otherwise comply with the Participation and Online Terms and Conditions that govern the use of national online tennis systems. A copy can be located at: tennis.com.au/conditions-of-use
 - (c) on reasonable request from Tennis Victoria, provide:
 - (i) information or data to conduct assessments utilising the Health Indicator of Tennis (HIT Tool);

- (ii) details of your club or venue members, Registered Tennis Players and other information as we may reasonably request. We will work with each other in good faith to ensure this process is as smooth as possible; and
- (iii) reasonable consents to us to provide such data to third parties including but not limited to its government and commercial partners.

9. Disciplinary Matters

- 9.1. You are bound by and must take all necessary steps to give effect to any disciplinary action or other determination made under the Tennis Victoria Constitution or the TA National Policies.

10. Licence to use Tennis logo

- 10.1. For the Term, we grant you (with the permission of Tennis Australia) a licence to reproduce the Tennis Logo to represent your affiliation with Tennis Victoria. Any other use of the Tennis Logo, Tennis Victoria Logo or any composite logo is at the discretion of Tennis Victoria.

- 10.2. You must:

- (a) not redraw, re-proportion, re-colour or otherwise modify in any way, and parts or elements of the TA logo to create other logos; and
- (b) follow any reasonable instructions or directions of Tennis Australia or Tennis Victoria in relation to your use of the Tennis Logo.

11. Breaches of these terms and conditions

- 11.1. You agree that we may revoke your membership or membership entitlements if you breach these terms and conditions.

12. Discontinuation of membership

- 12.1. If your membership with us is discontinued pursuant to these terms and conditions or the Tennis Victoria Constitution, or you otherwise cease your membership pursuant to clause 11 of the Tennis Victoria Constitution, to the extent permitted by law you will not be entitled as of right to any refund of the membership fee.

- 12.2. We may provide a partial or full refund on a case-by-case basis in our discretion.