

## **Tennis Coaching Programme Terms and Conditions**

Tennis Auckland Region Incorporated (referred to in these terms and conditions as **Tennis Auckland, we, us or our**) runs a number of tennis coaching programmes (**Programme**). By enrolling in a Programme you acknowledge that you have read and have understood and agree to be legally bound by these terms and conditions. We may also make available further terms and conditions regarding the Programmes on our website, which will form part of these terms and conditions.

### **1. Privacy Policy**

- 1.1. We may collect personal information about you for the purposes of administrating the Programme, advertising our Programmes, complying with relevant laws and regulations and any other specific purpose which we notify you of at the time of collection. We may also disclose your personal information to our third party service providers and our sponsors to the extent reasonably required to carry out any of the purposes for which we may use your personal information, or with your authorisation. If you do not provide us with the information requested, we may be unable to provide you with the Programme requested.
- 1.2. In handling, using, disclosing and storing your personal information, Tennis Auckland will comply with its obligations under the Privacy Act 1993 and the Privacy Act 2020. You may access and request correction of any of your personal information Tennis Auckland holds about you by sending an email to [taadmin@tennisauckland.co.nz](mailto:taadmin@tennisauckland.co.nz). If we do not agree to your request for a correction, you may request that we take reasonable steps to attach to the information a statement of correction sought but not made.
- 1.3. In enrolling in the Programme, you grant Tennis Auckland and its partners the right in perpetuity to make, use and show pictures/images of you and / or the Programme student, in motion or still, taken during training or competition without compensation. You hereby agree to Tennis Auckland to use name, voice, or picture/image in any broadcasting, advertising or promotion relating to a Programme, without compensation.

### **2. Programme Payments Policy**

- 2.1. Other than the Tour Excel & Tennis Xpress Programmes, when you enrol into a Programme you are confirmed for the entirety of the term of that Programme (as those dates are made available on our website). Programme payments are based on a per term fee that are payable monthly in advance. You authorise us to debit your account on a given day of each month. Notifications will be sent 10 working days prior to that given day.
- 2.2. The Tour Excel Programme is for the 12 month period commencing 1 February. If you enrol in this Programme subsequent to 1 February, you will be charged on a pro rata basis for the remainder of the 12 month period. Tour Excel payments are based on an annual fee that are payable monthly in advance. You authorise us to debit your account on a given day of each month. Notifications will be sent 10 working days prior to that given day.
- 2.3. The Tennis Xpress Programme is for an eight week course. If you enrol in this Programme subsequent to commencement of the Programme, you will be charged on a pro rata basis for the remainder of the 8 week period. You must make payment in full at the time of enrolment in this Programme.

### **3. Changes, Transfers and Cancellations**

- 3.1. You may make changes to, or cancel, your enrolment in a Programme if such changes or cancellation are made at least 7 days prior to the start date of the applicable Programme block.
- 3.2. Any changes in respect of enrolment in a Programme that is made within 7 days of the start date of the applicable Programme block will be limited to transfers of that enrolment from you to another individual only (of appropriate level).
- 3.3. Other than the Tour Excel & Tennis Xpress Programmes, you will automatically be enrolled in the next term's Programme. If you do not wish to enrol in the next term's Programme, you must notify us writing before the conclusion of the current term. No payments will then be debited for future Programmes in the new term.

### **4. Refund Policy**

- 4.1. In the unlikely event that you are unable to attend more than 50% of classes of a Programme consecutively in a current term due to serious illness or injury, we may, in our sole discretion:
  - (a) offer you a make-up classes, subject to availability, in a class of a similar Programme, ability level, prior to the end of the current term; or
  - (b) provide you with a credit to your account for a value of 50% of the cost of those pre-paid missed class.
- 4.2. Nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

### **5. Tennis Auckland's Obligations and Credit Policy**

- 5.1. We will comply with all applicable laws when delivering the Programmes to you, including complying with our obligations under health and safety laws and our Child Protection Protocol (<https://www.tennisauckland.co.nz/wp-content/uploads/2019/10/Tennis-Auckland-Child-Protection-Policy-2.pdf>).
- 5.2. In the event that we are unable to provide a Programme, or any class that form part of a Programme, for any reason, we may (at our sole discretion):
  - (a) cancel the Programme, and if payment has been received we will refund the payment to you;
  - (b) offer you a make-up classes or Programme, in a class of a similar Programme and ability level, prior to the end of the current term; or

- (c) where a make-up class is not possible; provide you with a family credit to your account to the value of those pre-paid classes that you paid for but we were unable to provide.

## **6. Amendments**

- 6.1. We may amend these terms and conditions from time to time by publishing an updated version on our website. Any such amendment will only apply from the time you enrol in a Programme after the date of such amendments are published by us.

## **7. Who you can contact for further information**

- 7.1. If you have any queries about these terms and conditions, please contact:

[taadmin@tennisauckland.co.nz](mailto:taadmin@tennisauckland.co.nz)