

## **SHAUN HIBBERT TENNIS ACADEMY WAIVER AND TERMS & CONDITIONS**

Shaun Hibbert Tennis Academy values both the support provided by all our clients and the service we provide to our clients. In order for all our coaching programs to run successfully, it is important that all our clients are aware of our Terms and Conditions. As such, please take a moment to read the following Terms and Conditions, and in particular, the cancellation policy and extreme weather policy. Our Terms and Conditions are there to ensure we can deliver a professional service at all times for our valued clients. I agree that my child/children/I/enrolled member can participate in these services conducted by Pro Sports Academy Pty Ltd (T/A Shaun Hibbert Tennis Academy) and events on the following basis;

### **PRIVATE LESSONS**

#### ***Payment Terms and Invoicing***

Private lessons can be paid for by the following options:

1. In cash or by debit/credit card at the time of the lesson to the coach or office staff.
2. By invoice, payable by direct transfer into Shaun Hibbert Tennis Academy's bank account. Invoice payments must be received within 10 days of the date of your child's first lesson, in order to avoid a \$20 late service fee.

#### ***Cancellation Policy***

Shaun Hibbert Tennis Academy has a strict cancellation/re-scheduling policy. Cancellations must be made as follows, otherwise the lesson will be charged at the normal rate:

Less than 24 hours notice: 50% full fees apply

Less than 24 hours and no notice given: Full Fees apply

No fee charged where cancellation is on behalf of the Academy

We realise that there are many things that come up in people's everyday lives. We sympathise with this but cannot absorb the financial responsibility of last minute cancellations. Coaches and session times have been allocated for booked lessons and unfortunately cannot be rescheduled or cancelled without the required notice. You do, however, have the option of sending someone else to take the scheduled lesson in your/your child's place for a private lesson.

### **ANZ HOT SHOTS & GROUP LESSONS**

#### ***Payment Terms & Invoicing***

ANZ Hot Shots and Group Lessons can be paid for by the following options:

1. By credit card when enrolling online; or
2. In cash to the Pro Shop before commencement of first lesson

Please note:

All online credit card enrolments must be paid for online at the time of booking  
Cancellation Policy

If we find your child is not in the correct program and move them to a more appropriate program and there are spaces available, we would be happy to accommodate the change. Any difference in cost between the programs will be charged.

Every program allows for a minimum and maximum number of participants.

Should your child be enrolled in a program that at the beginning of term does not have the minimum number of children enrolled, Shaun Hibbert Tennis Academy reserves the right to cancel the program. You will then be provided with an

alternative day/time for the same program. Should you be unable to commit to the alternative day/time offered, you will receive a full refund for your enrolment.

### ***Make-up Lesson Policy***

There is no fee reduction or credit for missed classes, including inclement weather. Rather, a make-up lesson will be offered to be used up in the same school term. These make-up lessons are permitted only under the following conditions:

Absences must be communicated to Shaun Hibbert Tennis Academy via email and the request must be made for a make-up lesson. This email must be received before the lesson has started.

Make-up lessons are offered as a courtesy by Shaun Hibbert Tennis Academy and are subject to availability of an appropriate and equivalent program place;

A maximum of 2 make-up lessons are permitted per Term;

Make up lessons are not transferable to other participants.

Extreme weather make ups are only available if the lesson is cancelled by the Academy. It is the responsibility of the client to email Shaun Hibbert Tennis Academy to organise an Extreme Weather make up lessons.

Participants who fail to notify Shaun Hibbert Tennis Academy by email are ineligible for make-up sessions. Please be aware make up sessions are subject to availability only.

No shows are not entitled to make up lessons. No exceptions.

### **SQUAD SESSIONS**

Squads are via invitation only. Participation in a squad includes a number of conditions outlined in a separate terms and conditions form.

### ***Payment Terms & Invoicing***

Squads can be paid for by the following options:

1. By credit card when enrolling online; or
2. In cash to the Pro Shop before commencement of first lesson

Please note:

All online credit card enrolments must be paid for online at the time of booking

### ***Cancellation Policy***

If we find your child is not in the correct squad and move them to a more appropriate squad and there are spaces available, we would be happy to accommodate the change. Any difference in cost between the squads will be charged.

Every program allows for a minimum and maximum number of participants. Should your child be enrolled in a program that at the beginning of term does not have the minimum number of children enrolled, Shaun Hibbert Tennis Academy reserves the right to cancel the program. You will then be provided with an alternative day/time for the same program. Should you be unable to commit to the alternative day/time offered, you will receive a full refund for your enrolment.

### ***Squad Make-up Lesson Policy***

There are no make up lessons provided for Squad sessions that are missed by a student. If the session is cancelled on behalf of the Academy then a make up

session will be organised on a day/time specified by the Academy. Students are not unable to do a make up in an alternate squad.

#### **EXTREME WEATHER POLICY**

All Shaun Hibbert Tennis Academy junior programs will run a modified program in the event that it is too hot or if there is heavy rain. It is rare that a program will be cancelled, but if Shaun Hibbert Tennis Academy decides to do this there will be an announcement on the webpage [shaunhibbert.com.au](http://shaunhibbert.com.au) under the Extreme Weather tab.

All group lessons cancelled by the Academy due to extreme weather including, but not limited to, rain, smoke, Government Health Warnings; are entitled to a make up.

If there is no message on our website then it is to be assumed that coaching is on.

Make ups for extreme weather are to be used within the current term. Make up lessons are to be booked in via email only. Students can take a one hour daytime family court hire in lieu of a make up lesson (NB. Court hire is only available for use by our Engadine & Helensburgh students at our Engadine Centre.)

Squad lessons for extreme weather cancellation will be arranged through the head coach and students notified.

Shaun Hibbert Tennis Academy follows the policy and procedures outlined by Tennis Australia. A copy of this policy can be found on our website.

#### **PRIVACY POLICY**

Shaun Hibbert Tennis Academy takes privacy extremely seriously. The data collected from you will not be sold, exchanged, transferred or given to any third party for any reason whatsoever, without your consent. The email address and mobile phone number/s you provide may be used by Shaun Hibbert Tennis Academy to send you information.

#### **REGISTRATION WITH TENNIS NSW/TENNIS AUSTRALIA**

When a player joins any of Shaun Hibbert Tennis Academy's programs, their details will be registered with our governing body, Tennis NSW/Australia Program for insurance purposes.

#### **MEMBER PROTECTION POLICY**

<https://www.tennis.com.au/nsw/files/2019/02/TA-Member-Protection-Policy-201.pdf>

#### **PHOTOGRAPHY & VIDEO IMAGES**

I acknowledge that Shaun Hibbert Tennis Academy may take photographs and/or video clips of participants during tennis programs, lessons and events. I further acknowledge and agree that these photographs may be used in Tennis HQ's marketing material including leaflets, posters, the Shaun Hibbert Tennis Academy website and on Shaun Hibbert Tennis Academy's social media pages. Usage is without compensation or notice. If you do not give permission for your child/ren to be photographed or videoed, please notify us via email - [tennis@shaunhibbert.com.au](mailto:tennis@shaunhibbert.com.au)

#### **SUPERVISION**

I agree that Shaun Hibbert Tennis Academy is not responsible for supervision of my child/ren before or after the session has commenced/finished.

#### **CREDIT POLICY**

Refund policy: All refund requests will be reviewed on a case by case basis.

Inspire Tennis reserves the right to issue account credits to a customer account in lieu of a cash refund.

Refunds or credits will not be issued due to weather, or failing to turn up and are subject to availability only.

#### **USE OF FACILITIES**

I give permission for my child/children/I/enrolled member when registered in our coaching services, camp or competitions to participate or be involved in: use of facilities under the guidance of a coach including the carpark and oval.

#### **COVID-19 POLICY**

The make up policy for the program that the participant is enrolled in still applies even if they contract COVID-19. If a participant attends a squad program and contracts COVID-19, they will be offered a court hire or group session in an act of fairness.

If a student has any symptom/s associated with COVID-19, they are not to attend lessons until they are cleared. Shaun Hibbert Tennis Academy retains the right to ask a participant not to continue in a lesson if they show any COVID-19 symptoms. It is the parent/caregivers responsibility to collect their child/ren early from the program.

No refunds are provided for COVID-19 related infections.

#### **MEDICAL & LIABILITY (Tennis Australia)**

As a condition of participation in the activities, the Participant agrees to the conditions of participation set out below. If the Participant is under 18, as parent/guardian of the Participant, you give your consent for the Participant to participate in the Activities on the conditions set out below,

##### ***Safety and Medical***

I have emailed or provided details on my registration form details of any medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed. I accept the risk of participating despite these conditions. I have supplied an emergency contact name and number, this person is contactable both during and after the event and is not another participant.

##### ***CONSENT TO PARTICIPATE AND RISK WARNING***

The Participant acknowledges that he or she will be exposed to certain risks when participating in the Activities including but not limited to physical injury, death or property damage. You acknowledge that participation in the Activity is entirely at the Participant's own risk. You have voluntarily read and understood this risk warning and accept and assume the inherent risks in the Participant's participation in the Activity.

##### ***DECLARATION OF FITNESS TO PARTICIPATE***

The Participant declares that he or she is medically and physically fit and able to participate in the Activity. The Participant will immediately notify Shaun Hibbert Tennis Academy of any change to the Participant's medical condition, fitness or ability to participate. The Participant understands that Shaun Hibbert Tennis Academy will rely upon this declaration as evidence of the Participant's fitness and ability to participate.

##### ***CONSENT TO MEDICAL TREATMENT AND STORAGE AND USE OF MEDICAL INFORMATION***

If deemed necessary by Shaun Hibbert Tennis Academy, medical treatment will be provided to the Participant. The participant:

consents to Shaun Hibbert Tennis Academy obtaining on behalf of the Participant any medical assistance, treatment and transport for the Participant as Shaun Hibbert Tennis

Academy deems reasonably necessary. The Participant acknowledges and agrees that he or she will be responsible for any costs associated with any such medical treatment and/or transportation.

acknowledges that, subject to Shaun Hibbert Tennis Academy complying with relevant privacy and health records legislation:

#### **RELEASE AND INDEMNITY**

To the fullest extent permitted by law, the Participant agrees to release and discharge Tennis Australia and its directors, officers, employees, volunteers and agents from all liability in respect of any loss or damage the Participant may suffer. Without limiting the foregoing, you also agree to release, defend, hold, harmless and indemnify Tennis Australia and its directors, officers, employees, volunteers and agents from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with the Participant's participation in the Activities or in connection with any services provided by Health Providers.

#### **TENNIS CAMPS**

Tennis camp registrations are completed through CubSpark. Students and the caregivers must set up an account before registering for one of our tennis camps.

Payment is made at the time of registration via Stripe. Once registration is completed there are no refunds or credits provided due to change of mind, weather, illness or injury.

However, you may choose to transfer the registration to another child for the same camp.

Please note that Academy Tennis Camps are held regardless of the weather. Undercover and indoor activities are utilised in the event of rain or heat. Tennis camps may be cancelled due to government declarations or due to any reason by the Academy head coach. In these cases a full refund or credit will be applied.

Tennis camps are a physical activity and participants must be of good health and ability to register.

Participants must follow the Tennis NSW Member Protection policy and Academy code of conduct. The Academy reserves the right to cancel any participants registration with no refund or credit if a participant fails to adhere to these conditions.

#### **PARTICIPANT DECLARATION**

Through registering for participation in the programs provided by Shaun Hibbert Tennis Academy, I (the Participant) acknowledge and agree that I have carefully considered the risk involved in participating in the Activities and that I have read, understood and agree to being bound by the above terms and conditions. I, the Participant, warrant that the information provided on this consent form is true and correct. This consent form is valid from the date of submitting until the date I, the Participant, no longer participate in the Activities or this consent is revoked in writing by notice to Shaun Hibbert Tennis Academy.

#### **PARENT GUARDIAN DECLARATION**

Through registering my child in the programs provided by Shaun Hibbert Tennis Academy I, as the parent/guardian of the Participant acknowledge and agree that I have carefully considered the risk involved for the Participant to participate in the Activities. I have read, understood and agree to the Participant being bound by the above terms and in consideration of the Participant being accepted to participate in the Activities and I give the same consents, release and indemnity as above. I warrant that all information provided on this consent form is true and correct. This consent form is valid from the date of submitting

until the date of the Participant no longer participates in the Activities or this consent is  
revoked in writing by notice to Shaun Hibbert Tennis Academy  
I confirm that I have read the above Terms in their entirety.