

Terms and Conditions

Club Rules

The Clifton Hill Tennis Club Inc. is an incorporated association under the Associations Incorporation Reform Act 2012 (formerly the Associations Incorporation Reform Act 1981). First and foremost, the Club is bound by the Act. Secondly, the Club is bound by its Constitution (Statement of Objects and Club Rules) which has been accepted by the membership in a general meeting and approved by the Registrar of Incorporated Associations.

Where any matter is not provided for in the Clifton Hill Tennis Club Inc. Rules, then the Model Rules for an Incorporated Association apply. The CHTC Rules are to be read in conjunction with the Model Rules.

You are about to enter personal information into an online registration system (Tennis Victoria) in order to register your membership.

Clifton Hill Tennis Club (CHTC) respects the privacy of individuals and the personal information that TA collects from you via this website for the purposes of processing your application, administering the club, and sending you information related to club news and events. Your account information including your username will be administered by CHTC.

Should you opt out of the electronic communications that the club provides, in accordance with privacy laws we cannot add you back into the service. The only communication would be via posters at the clubhouse or feeds via website or Facebook.

You acknowledge that the information you provide will be collected by CHTC and may be disclosed to third parties for the purposes outlined above or as required by law. By completing this application, you wish to be a member, support the purpose of the Club and accept the general rules and by-laws of the Club.

It is also accepted that you agree to follow all policies related to privacy, tennis anti-doping and codes of behaviour, extreme weather, disciplinary procedures, photography and use of social media. Summary and detailed policies are available on the Club's homepage.

Some general conditions you agree to given that we operate within a multi-user site include:

Book A Court – Online Court Booking System

1. All courts must be booked prior to use, unless the event or competition is organised by the Club
2. If you have booked a court you agree to enter your PIN code when you access the courts and comply with all the court booking rules as set out in the terms and conditions within the Book-a-Court system
3. A member who books a court is responsible for cancelling a booking when they are aware of circumstances that prevent them from using the court. The only time that a member does not need to cancel a booking is when there is a washout. The Club is able to monitor no-shows by generating system reports of when PIN codes are not activated at the facility by those with existing bookings. Failure to not cancel a booking will result in:

- A written warning, followed by
 - A two-week suspension of booking rights.
4. As a member you are not allowed to conduct coaching lessons or bring your own coach to conduct lessons at the facility. Racquet Lab has the exclusive right to provide coaching at this facility
 5. A member can choose to bring a guest (non-member) to the courts but it is the responsibility of the member to pay the guest fee when courts are booked
 6. On arriving at the facility, if you notice your court is taken, please let the person know that you have booked that court and would like to use your court ASAP
 7. Do not extend play beyond your booked time to respect other people who have also booked courts
 8. Club members cannot book courts for anyone who is not a member of the Club (guest fees are applicable for non-member's and paid via the booking system)
 9. Club Committee members can at any time request players' details to confirm that booking arrangements comply with our terms and conditions and those of Mayors Park Tennis Centre.

Court Programming – Expectations

Nearly all clubs in the metro area provide a variety of member programs. The Clifton Hill Tennis Club is a vibrant club that offers a variety of programs including mid-week competitions and socials. The courts from 7pm to 10:30 pm, Monday to Thursday, are primarily reserved for Club programs, coaching and netball competition.

The demand for courts on the mid-week evenings varies based on the number of teams playing competition, coaching schedules, school terms and the netball competition. The courts not used for these programs will be released back for member and public bookings.

The Club will manage demand for courts Monday – Thursday evenings by putting a general cap on the memberships that have unrestricted access. In the past we capped this number at 300 but from 2020-21 membership period the cap will be reduced to 200 up to end of January. There will be an additional float of 50 members reserved for competition players and special cases during the year. The cap will be reviewed again in 2021 and adjusted if required.

When you apply for membership of CHTC you acknowledge that mid-week evening courts are reserved for high density plays i.e. four or more players to a court.

Conduct of Behaviour

1. Please behave in a considerate manner at all times.
2. Please refrain from using bad language.
3. The Club has a zero tolerance on aggressive behaviour.
4. Members are responsible for the behaviour of their guests.
5. Please maintain suitable attire for the facility (in the interest of patrons)
6. Smoking is not allowed within the facility or the pavilion.
7. Please dispose of waste responsibly. Please do not leave tin lids on the courts.
8. Dogs are not allowed inside the pavilion and must be restrained on a leash at all times while within the Club's grounds. Owners must clean up any droppings.

If there is a dispute or a concern about any behaviour witnessed, please write to the secretary and/or president about the matter and it will be investigated and managed:

- The committee will warn and may suspend or expel members who do not behave courteously or follow the club rules.

CCTV Policy

The Council has High Definition CCTV cameras operating at the facility. The recordings are collected and will be retrieved if there is a security or serious behaviour breach at the facility. The footage is maintained by the City of Yarra, which will assist authorities where appropriate.

Media Policy

By joining or renewing as a member of the Clifton Hill Tennis Club, you agree that any photographs, electronic images, sound recordings or video footage taken by or for the Club may be used by the Club, the Club's Member Association and/or Tennis Australia in any website, Facebook, other social media, newsletter, email, promotional, advertising or marketing materials without any further notice or payment.

Privacy Policy

CHTC complies with the Privacy Legislation Acts of the Commonwealth and State Governments of Australia and in accordance with the Acts we recognise each person's right to privacy and confidentiality. In accordance with privacy laws, information collected by Tennis Australia, the Book-a-Court system or programs offered by the Club can be shared with the City of Yarra and other related clubs to facilitate events or manage the facility.

Annual Membership Period

Annual Membership is from 1 November to 31 October of the following year.

Membership Rules

- Membership is not transferable from one person to another.
- Membership applications are first approved by the Membership Secretary before money is deducted from a credit card.
- Membership applications selecting EFT payment must wait for the Club to provide conditional approval. Only when money is received will the application be formally approved by the Club.
- All Concession Memberships require current proof of eligibility (health care card, senior's card, full-time student ID). Otherwise the application will not be accepted.
- Upgrades between membership categories will be allowed and the difference in fees for the matching period will be payable via EFT to the Club.
- You are expected to update your communication preferences or communication packs to assist with distribution of tennis or club related materials.

Change in members' details

It is your responsibility to update any change in your personal details (email, phone, address, emergency contact) by logging into the Tennis Australia 'My Tennis' membership system or by notifying the Membership Secretary by email.

Student membership eligibility:

Only those who present proof of enrolment in a recognised full-time tertiary course and proof of age below 25 years can be approved for student membership.

Family memberships:

This is restricted to couples (spouse/de facto) and their dependent children under the age of 18 or full-time students in a recognised course who reside with the family and are under the age of 25. This membership does not extend to cousins, aunts, uncles or grandchildren.

Refund Policy

Membership Refunds

The request for membership fee refund must be submitted in writing, by letter or email, by the member in question. Fixed costs to the club associated with membership are excluded from refund.

- Fixed costs include, but are not limited to:
 - Credit card processing fees
 - Sign-on fees (for new members)
- Members adjusted usage charge during membership period:
 - Members calculated usage charge is based on bookings made by the member calculated at the public rate less any guest fees paid for those bookings
 - The adjusted usage charge is determined by applying a 50% discount on the calculated usage charges

Fees returned will be calculated based on the unused proportion of the membership less fixed club costs and less adjusted usage charge.

For example:

Daniel paid \$150 for a membership and within the first month of his membership experienced an injury and cannot play for the remaining of the year. He notified the club at the end of the first month for a refund.

Daniel played 5 times during the first month and each time he paid a guest fee for his friends to play with him. His adjusted usage charge \$38.12 (= 50% (5 x \$30.50 (public rate) less 5 x \$15.25 (guest fees))

Given that Daniel is a new member the sign-on fee (includes all the administration and set up charges) also applies.

Daniel's refund = $11/12 \times 150 - 25 - 38.12 = \74.38

Membership Extension or Discounts

In the case where the facility is closed for an extended period of time the Club will offer members who do not renew their membership an extension and those that renew their membership a discount on their new membership subject to the Council providing the Club rent relief.

Some terms to calculate the discount or period extension

- Period = Membership period or the pro rata period
- Fee = Full membership fee or the pro rata fees paid

For members that do renew their membership, the discount will be based on the total days the member experienced facility closure during the Period divided by length of their Period and multiplied by the Fee. The discount will be applied to new membership period provided that the fees are paid before new membership period and via EFT.

Example 1

Sally purchased a full (Couple) membership on 2 March and paid \$250. The facility was closed for six weeks during March-April and a further six weeks during August-September. The Council has relieved the Club of rent for the 12 weeks the facility was closed.

Sally's Options:

1. Sally decides to renew her membership for the following year and is entitled to a discount of \$57.70 ($\$250 \times 12/52$ weeks) provided that she renews via EFT before 1st November.
2. Sally decides not to renew before 1st November and will automatically be granted an extension of 12 weeks. Her membership will now expire 30 January.
3. Sally changes her mind and decides to renew her membership before 30 January. She can apply for membership via Tennis Victoria and new membership fees will apply.
4. Sally has allowed her membership to lapse, but decides to apply for membership after 30 January. New membership and sign-on fees apply.

Example 2

Frank purchased a pro rata (Off-peak) membership 15 July and paid \$60. The facility was closed for six weeks during August and September. The Council has relieved the Club of rent for the 12 weeks the facility was closed, but Frank only experienced a 6-week closure during his Period at the Club.

Frank's Options:

1. Frank decides to renew his membership for the following year and is entitled to a discount of \$13.84 ($\$60 \times 6/26$ weeks) provided that he renews via EFT before 1st November.
2. Frank decides not to renew before 1st November and will automatically be granted an extension of 6 weeks. His membership will now expire mid-December.
3. Frank changes his mind and decides to renew his membership before mid-December. He can apply for membership via Tennis Victoria and new membership fees will apply.
4. Frank has allowed his membership to lapse, but decides to apply for membership after mid-December. New membership and sign-on fees apply.