Carter Tennis is a New Zealand owned and operated business.

### CARTER TENNIS TERMS AND CONDITIONS OF SERVICE

Following are the Terms and Conditions of Service for CARTER TENNIS (Carter Tennis Ventures Limited). All customers are required to accept these Terms and Conditions of Service prior to participation in CARTER TENNIS Lessons including but not limited to Group Lessons, Holiday Programmes, Private Lessons and School and Interclub Coaching.

# **LESSONS**

- 1. CARTER TENNIS offers 30min, 45min, 1hr and 1.5hr lessons on a group and private basis.
- 2. Places are strictly limited and are only reserved once payment has been processed. If you are not sure which coaching session to join please contact us at info@cartertennis.net.
- 3. CARTER TENNIS offers a trial option for the first group class on one occasion. If the student does not wish to enrol no further charges apply. If the student enrols this trial forms part of the term's fees.
- 4. All coaching sessions, both group and private, are payable by the term in advance, usually 8 or 9 weeks. Payment must be made by the due date on the invoice issued to secure the space. Late payment may result in interest charges or additional fees.
- 5. There will be no refunds for class bookings that are cancelled within one week of the start of the term unless the Application for Refund is accompanied by a medical certificate. Refunds will be issued less booking, transaction and credit card fees.
- 6. There are no refunds or credits for withdrawals or non attendance during the term due to change of mind, or if you are away. We will offer credit where financially possible for sessions that are unable to run due to government lockdowns, however this is at Carter Tennis' discretion. Refunds are not available.
- 7. There are no refunds for non attendance at a Holiday Programme session unless the Application for Refund is supported by a medical certificate.
- 8. Make up classes may be offered for classes that are missed where another class of the same level runs. If a you have fallen ill for a session, you can contact Carter Tennis to enquire about the possibility of a make up class, however you must do so advance of the commencement of the class. Up to two Make Up lessons per term (maximum) are permitted, and makeups are only possible if there is space in another equivalent class. If there is no space available, no credit or refund will be issued. There will be no refunds for class bookings that are cancelled within one week of the start of the term unless the Application for Refund is accompanied by a medical certificate. Refunds will be issued less booking, transaction and credit card fees.
- 9. If you book a private lesson with ANY of our coaches, you have the right to cancel your appointment 24 hours prior to the lesson; this will ensure the possibility for other players to fill the spot left by the player, or to confirm the minimum number of players required to hold a group lesson are attending. Otherwise, if the player cancels the lesson without prior notice less than 24 hours before the lesson, he/she will be charged the full price of the lesson.

- 10. CARTER TENNIS offers a timetable of lessons scheduled to run. If the class does not have a minimum of 4 PLAYERS in clubs, 8 players in schools and holiday camps registered to attend the class by the scheduled first date of lesson, CARTER TENNIS reserves the right to either: 1. postpone the start of the class to allow for extra time for more enrolments, OR 2. offer the participant the option to remain at this scheduled time but at a private/semi-private rate, OR 3. cancel the lesson and recommend the same/similar programme at an alternative day or time that the participant may transfer to.
- 11. Online payments are processed by Ezidebit, a division of Global Payments. Your transaction will display in your bank statement as Ezi\*Health & Fitness? in Newstead, NZ.

### POOR WEATHER CANCELLATION

- 1. In the event of poor weather, CARTER TENNIS will contact you via SMS 20 minutes prior to the commencement of the session to advise if the session is cancelled. If you have received no contact at this time your lesson will run. Please do not contact the coach directly as they will be unable to respond to you in a timely manner if they are already coaching. If you are unsure contact the CARTER TENNIS office.
- 2. Decisions regarding lesson cancellations are under the sole discretion of the tennis coach responsible for the lesson.
- 3. In the event of poor weather resulting in the cancellation of the lesson, one make-up lesson will be added on to the coaching term to run in wet weather week or at another agreed scheduled time. Only one make-up lesson will be added each term.
- 4. If there are multiple cancellations of lessons due to poor weather, credit will be offered for a holiday or performance camp however this credit will not be extended past the holiday camps..
- 5. NO credits will be forwarded onto the next coaching term. All cancelled lessons due to poor weather must be made up in the current coaching term.
- 6. If pupils do not attend make up lessons, payment will not be refunded nor followed on to the next coaching term.
- 7. In the event of poor weather resulting in the cancellation of the lesson once the lesson has commenced, full charge will apply but we will endeavour to run the session in doors where appropriate. This may include footwork, fitness, ball/racquet skills and tactics.

# **INJURY**

- 1. I have voluntarily accepted and assumed the inherent risk or danger of injury in playing tennis and associated activities.
- 2. In the event of an accident or illness where I am not present, if considered advisable by Carter Tennis staff, I request that medical attention be secured at my expense and prompt notification be sent to me.
- 3. I declare my child is medically and physically fit and does not suffer from any injury disease or condition, either physical or mental that would affect his or her ability to safely participate in any

authorised or recognised activities run by CARTER TENNIS. If I am unsure about this declaration, or my child does suffer from such a condition I have listed it on the CARTER TENNIS Enrolment Form or I am aware that I must bring it to the attention of CARTER TENNIS immediately.

4. I indemnify CARTER TENNIS from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, myself or my child's failure to observe the rules, policies, guidelines and reasonable directions of CARTER TENNIS staff members and contractors.

## **RETURNS POLICY**

We do not accept returns for any good or services.

# NEWSLETTERS, PHOTOGRAPHY AND SOCIAL MEDIA

Please be aware that if you have signed up for a coaching programme, you are granting us permission from time to time to (a) Use your details to send you Carter Tennis only newsletters, with relevant news and updates (b) take pictures of you during the coaching sessions that we may use on our social media and newsletter channels. No data will be passed over to a third party. Please contact us at info@cartertennis.net if you do not agree to use of images.

# **CORRECT EQUIPMENT**

Please be aware that we use modified tennis equipment in our programme to suit each individual requirements (age, size and ability). If you would like advice on this equipment prior to the class please contact us.