

GENERAL TERMS & CONDITIONS.

By using this website, and participating at Club Evolve, you accept these Terms & Conditions and agree to comply with them. If you do not agree to these Terms & Conditions of use, you must not use our website or participate in any events conducted by Club Evolve.

INTRODUCTION

This website trading as Club Evolve ABN 75613754587 (“we, “us” or “our”) respects your privacy and is committed to protecting your personal information. These Terms & Conditions together with other information on this webpage, will inform you as to full conditions you are agreeing to.

COVID-19 RESTRICTIONS

Club Evolve is complying with all Government policies including with those [COVID Restrictions applying at Club Evolve](#)

PLAYER CODE OF CONDUCT & ETIQUETTE

- Players must follow staff directions at all times.
- Aggressive behaviour towards staff or other players will not be tolerated.
- In the interests of Public Health and comfort, smoking is not permitted at the facility.
- Please take all your rubbish with you and leave the tennis courts, change rooms and bathrooms clean and tidy for the next player to use and enjoy.
- Early morning and late evening players please be mindful of the local residents who live nearby.

BOOKINGS AND PAYMENTS

- All transactions are processed in Australian Dollars.
- All bookings must be paid in full no later than the day the booking takes place.
- Club Evolve management reserves the right to place a "Payment in Advance" term on any booking.
 - Any booking subject to this condition will be advised of this condition by Club Evolve management prior to confirming the booking

CHANGES TO PLAYERS BOOKINGS

- Club Evolve reserves the right to:
- Make price changes without notice.
- Cancel booking at short notice. (A staff member will contact you and re-assign a different time or give a refund if deemed appropriate).
- Re-assign a court or pitch other than the court or pitch which has been booked specifically online or otherwise.
- While we take all care to ensure our booking system is correct at all times, we do not take responsibility for any booking conflicts.
- Pre-paid confirmed bookings take precedence over any booking claim that is not in our hire Management System.

- It is the customer's responsibility to provide evidence of any booking claim.

COMMERCIAL BOOKINGS

- Use of the bookings system is for private only & is not re-saleable.
- Tennis Coaches are not permitted to book courts for commercial use or conduct any coaching related activity.
- Members/Visitors are not permitted to book courts or pitches for non-Club Evolve Coaches to conduct lessons.
- Friends/family coaching friends/family is not permitted without prior consent from management.
- Event Management Companies must apply in writing outlining the exact details of the event that is to be held, before any booking considerations can be made.
- We reserve the right to cancel any booking deemed to be used for tennis coaching or commercial purposes without compensation to the customer or member in question.

TIME EXTENSIONS

- Extending your booking is not free of charge. Please check with the office first – if you have booked a court for an hour and play an extra 20 minutes additional court hire fees apply.
- Using additional courts that are not booked and paid for is not free of charge. Please check with the office first – if a group of 4 players decide to play singles because the court adjacent is vacant, additional court hire fees will apply.

CANCELLATIONS, PAYMENTS, REFUNDS, CREDITS.

- **Court or pitch hire.** A Minimum of 24 hrs notice must be provided to Cancel or Change a booking.
- *Less than 24hrs notice & you will still be charged the Full Hire Fee.*
- Refunds are not provided for any/all bookings.
- No Credits are provided for any/all Competition Bookings.
- Club Evolve Management reserves the right to place a "No Cancellation" term on any booking.
- Any booking subject to this condition will be advised of this condition by management prior to confirming the booking.
- Credits are non-refundable.
- In the event you find the courts wet at the beginning of your booking, it starts raining during your booking or there is heavy dew on the courts please be aware that you play on the courts at your own discretion.
- A Credit is provided if you consider the courts unplayable.
- Permanent Bookings 24hrs cancellation notice.
- No shows & last minute cancellations cannot and will not be credited.
- Player Credits have a 3 month expiry date from the date the credit is created.
- Credits can be used for court or pitch hire only.
- Club Evolve does not give cash or credit card refunds for court hire, event cancellations and Pro-Shop purchases in the event a player cancels or changes their mind.

COACHING PROGRAMS

- Unless otherwise authorised by Club Evolve management, no commercial coaching activities are permitted at Club Evolve other than those conducted by Club Evolve.
- **Club Evolve Coaching Programs :-**
 - Only children registered into a program can participate.
 - Children attending a Free Trial must be registered by their parent before participating.
 - Sessions are rarely cancelled and they do take place during rain.
 - No "make up" sessions are provided for children who do not attend for any reason.
 - Parents can cancel their child's registration with a minimum of 1 week notice, and a Credit (not refund) for

the balance will be put on the parents account.

- Payment is required no later than the 2nd week of attendance.

PARTICIPANTS WITH MEDICAL CONDITIONS

- Club Evolve staff do not supply and/or administer any form of medication to any person attending Club Evolve.
- If a person has any form of medical condition that is deemed serious or potentially life threatening by a doctor then Club Evolve must be provided with a signed "approval to participate letter" from a doctor, before that person can participate in any event organised by Club Evolve.
 - The "approval to participate letter" must clearly identify the medical condition and include a "treatment plan" so Club Evolve can provide the letter to Ambulance or any other emergency medical treatment provider if required.
 - Club Evolve does not take responsibility for the implementation of any specific individuals "medical condition treatment plan".
 - Club Evolve does not take responsibility for any form of medical treatment other than emergency first aid while awaiting Ambulance or other medical professional service to the individual.
- If Club Evolve staff deem it necessary to call an Ambulance for any individual at Club Evolve, then they will do that and any costs associated with the Ambulance or associated medical treatment is the sole responsibility of the individual.
- If Club Evolve staff believe that a child attending an event organised by Club Evolve is unwell then the parent will be advised as soon as practically possible.

COMPETITIONS & TOURNAMENTS

- All players participating in Club Evolve competitions and/or tournaments plus all spectators must abide by the [Club Evolve Competition Rules](#).

SECURITY AND SAFETY

- Club Evolve is covered by a CCTV network
- Anyone identified as being abusive and/or violent on the premises of Club Evolve may be banned from entry into Club Evolve.
- Any illegal acts may be referred directly to the Police by Club Evolve.
- Kicking, throwing, playing with any ball is not permitted in any area of the Club Evolve other than on Courts or on the Full Field.
- No climbing of fences is permitted at Club Evolve.

FOOTWEAR

- Players cannot use Boots with Steel Studs or "Blades".
- Enclosed footwear must be worn at all times

ALCOHOL AND SMOKING

- Alcohol and/or Smoking are not permitted on the premises of Club Evolve.

ANIMALS

- No Animals, other than Certified Guide Dogs, are permitted on the premises of Club Evolve Kick Zone or Tennis Courts.

FOOD AND DRINKS

- Food and/or Drinks of any form are not permitted on the tennis courts or kick pitches at Club Evolve.
- Glass Bottles are not permitted on the premises of Club Evolve – for the safety of our patrons.
- Chewing Gum and/or Bubble Gum are not permitted on the premises of Club Evolve.

LIABILITY & INSURANCE

- Club Evolve conducts business with Policies of Public Liability Insurance and Workers Compensation Insurance in place.
- **All persons entering the premises of Club Evolve accept responsibility for any injury or illness arising out of or in connection with their participation in activities at the premises.**
- All persons entering the premises of Club Evolve release and discharge Club Evolve, its employees and agents from any claim, suit, demand, expense or cost in respect of any injury or illness arising out of or in connection with their participation in activities at the premises.
- Any person(s) using Club Evolve to play Soccer are covered by Club Evolve' Insurance Policies. I.E. Covered by the specific Policies of Public Liability Insurance and Workers Compensation Insurance. This point does not in any way contradict Point 2.
- Any person(s) using Club Evolve for play or training in Rugby Union, Rugby League, Australian Rules, and all other contact sports is NOT covered by Club Evolve' Insurance Policies and they do so at their own risk and accept responsibility for any injury or illness arising out of or in connection with their participation in these activities at the premises of Club Evolve. Club Evolve hires Courts/Field at the premises to the person(s) on the basis that they understand and accept this condition of use, and that they inform any other person(s) who may be participating in activities on that Court of Full Field hire.

PERMITTED ACTIVITIES

- No “commercial activities” of any/all forms are permitted at Club Evolve other than those conducted by Club Evolve, unless otherwise authorised by Club Evolve in writing.
 - Any person(s) or organisation(s) identified as conducting such activities without the written authority of Club Evolve may be banned from Club Evolve.
- Club Evolve reserves the right to ban any activity at Club Evolve that management deems inappropriate use of the facilities.
 - Any person(s) or organisation(s) identified as conducting such activities may be banned from Club Evolve.

PRIVACY POLICY.

Last updated 5th February 2021.

1. INTRODUCTION

BBB One Pty Ltd as trustee for the BBB Unit Trust trading as Club Evolve ABN 55 926 112 109 (“we, “us” or “our”) respects your privacy and is committed to protecting your personal information. This policy together with other information on this webpage, will inform you as to how we collect and process your personal information through your use of and access to our website.

2. CHANGES TO OUR PRIVACY POLICY

This privacy policy applies from the date set out at the beginning of them. Any changes we may make to our privacy policy will be posted on our website or, where we feel it more appropriate, we will communicate the changes to you by email or other means.

3. THIRD PARTY LINKS

Our website may include links to other websites, plug-ins and applications provided by others, including those acting on our behalf. Clicking on those links or enabling those connections may allow third parties to collect or share data about you, and they will have their own privacy policies. We do not control third party websites and are not responsible for their privacy policies or actions. When you leave our website, we encourage you to read the privacy policy and terms of use of every website you visit.

4. THE PERSONAL INFORMATION WE COLLECT ABOUT YOU

Personal information means any information about an individual from which that person can be identified. It does not include information where the identity of the individual has been removed (anonymous data).

We collect, use, store and process personal information about you, including:

- identity information, including name, title, d.o.b., organisation name;
- contact information, including email address, telephone number(s);
- purchase and transaction information, including details about payments to and from you or your nominated payment service provider and other details of any products or services which you have purchased or might purchase from us, bank account and credit card details; and
- customer service information, including your customer service enquiries and comments.

5. IF YOU FAIL TO PROVIDE PERSONAL INFORMATION

If you choose not to provide the personal information as requested, we may not be able to supply you with our products or services.

6. HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We use different methods to collect information from and about you including through:

by corresponding with us by post, telephone, email or otherwise;

your interactions and use of our website, such as your location data, website usage and other communication [data](#).

[Please see section 10 of this privacy policy.](#)

7. PURPOSES FOR WHICH WE WILL COLLECT OR USE YOUR PERSONAL INFORMATION

We collect and use your personal information for any of the following purposes:

- to respond to your enquiry via the contact form on our website; and
 - to use data analytics to improve our website, products/services, marketing, customer relationships and experiences;
- and
- all practical event management

8. STORAGE AND SECURITY OF YOUR PERSONAL INFORMATION

The information we collect from you are stored at a location in Australia (service location).

Our security measures aim to prevent your personal information from being accidentally lost, used, altered, disclosed or accessed in an unauthorised way. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They are authorised to only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have procedures to deal with any suspected or actual breach of your personal information and will notify you and any applicable regulator of any breach where we are legally required to do so.

9. DISCLOSURE OF YOUR PERSONAL INFORMATION

We may share your personal information with the persons set out below:

- third parties who help us to administer our website and the operations of Club Evolve (such as our internet service providers, website hosting services, management software system);
- professional advisers, including lawyers, bankers, auditors, credit assessors and insurers who provide consultancy, financial, legal, insurance or accounting services;
- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal information in the same way as set out in this privacy policy;
- third parties, including authorities, where we are legally obliged to disclose your personal information to them in order for us to provide our products and services to you. ?

10. HOW LONG DO WE RETAIN YOUR PERSONAL INFORMATION?

We will only retain your personal information for as long as necessary to fulfil the purposes that we collected it for and to satisfy any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

11. CONTACT

If you have any questions, concerns or complaints about how we handle personal information, or wish to exercise your rights as set out in this privacy policy or under applicable law, please contact us as follows:

By email: hello@clubevolve.com.au