



**Royals Basketball**

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**General Terms of Service**

*Last Dated: October 2024*

**1. Definitions**

1.1 "Member" means the person/s, acting on behalf of and with the authority to engage the Royals Basketball to provide the services as specified in any quotation, invoice or other documentation.

1.2 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, either party's intellectual property, operational information, financial and commercial affairs, member information (including but not limited to, "Personal Information" such as: name, address, DOB, electronic contact email, social media platforms), next of kin or other information (where applicable).

1.3 "Agreement" means the terms and conditions contained herein, together with any quotation, invoice or other document or amendments expressed to be supplemental to this Agreement.

1.4 "Royals Basketball" means Royals Basketball Pty Ltd (ABN 6065 738 3545), its successors and assigns or any person acting on behalf of and with the authority of Royals Basketball Pty Ltd.

1.5 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular member and website and can be accessed either by the web server or the member's computer. If the member does not wish to allow Cookies to operate in the background when ordering from the website, then the Member shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.

1.6 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

1.7 "Intended Use" means an associated basketball product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Services provided by Royals Basketball.

1.8 "Price" means the Price payable (plus any GST where applicable) for the Service as agreed between Royals Basketball and the Member in accordance with clause 5 below.

**2. Acceptance**

2.1 The Member is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Member accepts delivery of any Services.

2.2 In the event of any inconsistency between the terms and conditions of this Agreement and any other prior document or schedule that the parties have entered into, the terms of this Agreement shall prevail.

2.3 Any amendment to the terms and conditions contained in this Agreement may only be amended in writing by the consent of both parties.

2.4 The Member acknowledges and accepts that:

(a) the supply of Services by Royals Basketball on credit shall not take effect until the Member has accepted these terms and conditions for an account to be established;

(b) in the event that the supply of Services requested exceeds the Members obligation to settle payment terms, Royals Basketball reserves the right to suspend or terminate membership;

(c) Royals Basketball will allow for a seven (7) days allowance on all invoices associated with the services provided.

### 3. Errors and Omissions

3.1 The Member acknowledges and accepts that Royals Basketball shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

- (a) resulting from an inadvertent mistake made by Royals Basketball in the formation and/or administration of this Agreement; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Royals Basketball in respect of the Services.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Royals Basketball; the Member shall not be entitled to treat this Agreement as repudiated nor render it invalid.

### 4. Change in Control

4.1 The Member shall give Royals Basketball not less than two (2) days prior written notice of any proposed change of membership and/or any other change in the member's details including (changes in the Member's name, address, contact phone/email etc). Royals Basketball does not take ownership as a result of the Member's failure to comply with this clause.

### 5. Price and Payment

5.1 At Royals Basketball's sole discretion the Price shall be either:

- (a) as indicated on invoices provided by Royals Basketball to the Member in respect of services performed or supplied; or
- (b) Royals Basketball's quoted Price (subject to clause 5.2) which shall be binding upon Members signature/digital acceptance.

5.2 Royals Basketball reserves the right to change the Price:

- (a) if a variation to the Services which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled.
- (c) With compliance to federal legislation, our invoices are quoted as GST (10%) inclusive.

5.3 All invoices are given a seven (7) day credit allowance period unless prior arrangement with Royals Basketball management.

### 6. Fee Structure

6.1 Royals Basketball is a sports club that provides services related to Basketball:

- (a) conditioning;
- (b) coaching;
- (c) team allocation at local competition of established associations.

6.2 As a provider of these services, our fees are structured to cover all related competition fees and costs of running the business including:

- (a) administration;
- (b) inclusion and participation;
- (c) basketball sports public and business liability insurance.

6.3 In the event, there are queries around the application of the fee structure, this should be clarified prior to any payments being made. The member is responsible to understand associated season competition, uniform, and training fees prior to any acceptance.

6.4 Members

- (a) Season competition fees and uniform are required to be settled 2 weeks prior to competitions starting;
- (b) Training scheduling is based on a week-to-week basis and payment of fees is required to be settled in advance to Royals Basketball nominated account OR onsite mobile payments systems;
- (c) Annual membership fees, season/uniform fees are compulsory to be paid as a new/existing member.

6.5 Casual

Non-members are not eligible to attend our club training sessions. Non-member offers are a separate service offering.

6.6 See below table of schedule of fees (inclusive of GST).

<b>Non-Refundable Team Placement Fee</b>	Fee includes admin costs and team entry.  This is in the form a team placement fee that is non-refundable except if Royals Basketball is unable to place your child in a team. This does not apply for a change of mind or withdraw from the club.
<b>Season Fees</b>	A member may play in more than one team/age division. Special conditions: <ul style="list-style-type: none"><li>▪ Competition associations cancel therein part season/event due to covid or other unplanned circumstances, fees may become transferable</li></ul>

	<ul style="list-style-type: none"> <li>Team has been withdrawn from competition entry at the call of the association local competition</li> <li>Player injury ruled out for the season will constitute only a credit transferable to the following season fees</li> <li>Associations set limitations on these rules from time to time.</li> </ul>
<b>Apparel/Uniform</b>	<p>Reversible jersey and blue shorts (member players) This is also available for purchase to casual trainers (optional)</p> <p>Training jerseys are optional and sold separately. All other apparel is available for purchase through the online store. Orders are submitted to the supplier once full payment has been made.</p>
<b>Active/Creative Kids Vouchers</b>	Payments made using Service NSW Active Kids vouchers are non-refundable/transferable. Please email for processing.
<b>Training Fees</b>	<p>All training fees are packaged and payable upfront at the commencement of each school term (~10 weeks).</p> <ul style="list-style-type: none"> <li>Members may request for payment arrangements via email to <a href="mailto:marinette@royalsbasketball.com.au">marinette@royalsbasketball.com.au</a></li> <li>Payment via direct debit and purchases through sports plus will incur a processing fee</li> </ul> <p><b>Non-attendance for upfront packages</b> Sessions are non-refundable except for evidence of:</p> <ul style="list-style-type: none"> <li>Medical advice or illness</li> <li>Seven (7) days' notice made before the date of the session/program</li> <li>Royals Basketball cancels the session</li> </ul>
<b>Tournaments / Events</b>	<p>These events are payable on an upfront basis and is non-refundable.</p> <p>A full refund of fees will only be given if:</p> <ul style="list-style-type: none"> <li>A participant/team gives notice in writing that they will not be attending the program, seven (7) days before the commencement date of the event</li> <li>Should programs be over-subscribed/at capacity, a full refund will be provided</li> <li>Royals Basketball cancels the event</li> </ul> <p>Note: If less than seven (7) days' notice is given, credits will be provided on a case-by-case basis. Please note if participants have utilised their Active Kids Voucher, refunds or transfers are not permitted.</p>

## 7. Online Payments

7.1 Royals Basketball utilizes the "Square" platform to process all online credit card transactions are protected under global standards 256-bit AES encryption protocol.

7.2 All onsite direct payments are processed utilizing the "Square" tap and pay terminal at our venues are protected under card-processing systems adherence to PCI Data Security (PCI-DSS) ISO 27001 certified.

7.3 Service NSW "Active kid's" vouchers are pending available to pay for any related fees.

7.4 We provide an online store platform to order and purchase uniform and apparel merchandising.

7.5 Royals Basketball provide a bank account for any direct credit deposits.

## 8. Members Channels of Communication Protocols

8.1 Members are to be respectful in group chats and refrain from negative interactions

8.2 management of all communications are through emails from the managing director

8.2 In accordance to Privacy Act clause therein all customer data, privacy and confidentiality is protected where possible so please keep interactions with WhatsApp to the members within the team and chat and under no circumstances reach out to team head coaches who are minors. Escalations must always channel through to the Head Coaching staff as communicated.

## 9. Refund Policy

9.1 Royals Basketball will make every effort to resolve all concerns in relation to associated fees.

9.2 All season, event or trainings are non-refundable or transferable once they have commenced, refer to Schedule of Fees table clause 6.6 therein part.

9.3 Uniform orders or fees are non-refundable or transferable.

## 10. Membership Responsibilities

10.1 All club members are expected to act in a mature and responsible manner on and off associated venues in all club sport related activities.

10.2 Each club member represents Royals Basketball and is expected to be a credit to the Royals Club Sports program and to follow all rules and regulations herein part of these terms of service.

10.3 If a member or player of the club or the team, itself is found to have been in violation of Royals Basketball Code of Conduct Policies, the Royals Basketball Management will determine any disciplinary action or immediate cancellation of membership/player.

## 11. Code of Conduct

11.1 All Royals Basketball members/players are expected to demonstrate mature and responsible behaviors at all times that is appropriate to the age, culture, official role and responsibility of an individual/group.

11.2 Failure to comply with conducts stated below will result in disciplinary action or immediate cancellation of membership/player:

- (a) Responsibility: Behaving in a manner, which at all times accounts for the best interest of the individuals on the team, the reputation of the team involved, and the reputation of Royals Basketball;
- (b) Honesty: Communicating in a manner that explicitly conveys all activities pertaining to the club in a truthful manner at all times;
- (c) Sportsmanship: Treating all participants in Club Sports activities with a high measure of esteem and respect, as well as strict adherence to the association regulations applicable to the sport;
- (d) Alcohol and Drugs, Unlawful actions: Abstaining from consumption of alcohol and illegal drugs and illegal actions at all times during competition and travel associated with the team, failure will result in immediate termination of membership/player;
- (e) Hazing: Refraining from any activities that can be viewed as humiliating, abusive, or degrading to team members/officials/opposition teams/other supporters.

## 12. Photography and Social Media

12.1 There are no restrictions in Australia specifically prohibiting photographing and filming people including children without consent in public.

12.2 Royals Basketball does not restrict photography and filming and recognises legitimate reasons.

12.3 Hills Basketball venue does not restrict photography/filming however has specified guidelines which are strictly prohibited:

- (a) exploitation and inappropriate use and exploitation of images and defamatory used to cyber bully; used for commercial purposes without the consent of the subject; being used for voyeurism; in a provocative or sexual manner;
- (b) containing private conversations (audio) without knowledge or consent;
- (c) filming around any places of an inappropriate nature such as changerooms, toilets etc;
- (d) instances in law where the taking of any image is banned. Such instances generally relate to child custody matters, wards of the state, restraining orders and witness protection;
- (e) live streaming is prohibited in all Hills Basketball venues unless consent has been granted prior by Hills Basketball management;
- (f) spectators are not permitted to use tripods or other equipment that may impede on other spectator's view and use of space unless in venue grandstands.

12.4 As part of Royals Basketball, social media and promotional campaigns, players and members may be photographed and used on our social media on our website, Instagram and Facebook page.

## 13. Queries or Complaints

13.1 Any queries or complaints can be addressed directly to Royals Basketball director/s or team management as an initial instance by phone and comply as:

- (a) responsible and respectful conduct of member to Royals Basketball representative.
- (b) leave appropriate voicemail messages, stating general details including caller's name, contact number and best time to callback, where all callbacks will be within one (1) day or next available day excluding public holidays.

13.2 Refer all queries/complaints deemed sensitive or personal by nature, the member is required to:

- (a) submit an email to [marinette@royalsbasketball.com.au](mailto:marinette@royalsbasketball.com.au)
- (b) Clear, concise and responsible description of query/complaint
- (c) expect response notifications in two (2) days or next available day excluding public holidays.

13.3 If Director/s deemed satisfactory actions and efforts to address a Member's needs are reasonable, Royals Basketball shall not be liable for any further actions in the event the Member does not agree of proposed resolutions and can exercise their own right to cancel membership with adherence to Refund Policy clause 9.

13.4 Should the member conduct become rude, abusive or aggressive at any stage, Royals Basketball Management reserves the right to immediately terminate all correspondence and cancel the membership with adherence to Refund Policy clause 9.

#### **14. Compliance with Laws**

14.1 The Member and Royals Basketball shall comply with the provisions of all statutes, regulations and bylaws of Hills Basketball, and local/state and other public authorities that may be applicable to all their venues, including any health and safety laws relating to any associated venues.

14.2 To ensure a safe environment to members, staff, visitors, and players a zero-tolerance policy regarding inappropriate behavior, at any of our venues is educated through the 'Play by the Rules', the NSW Office of Sport & recreation, which is covered in the NSW Coaching accreditation, Working with Children certification held by coaching staff over age of 18 years.

14.3 Any form of abuse, violence, expletive language, harassment, intimidation, or bad behavior is a breach of code of conduct and will result in immediate disciplinary action or immediate termination of membership/player.

14.4 Royals Basketball is currently insured for public liability coverage for/in injury or instances associated to Compliance with Laws clauses.

#### **15. Intellectual Property**

15.1 Where Royals Basketball has designed, drawn, written plans or a schedule of services, or created any products for the Member, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in Royals Basketball Pty Ltd, and shall only be used by the Member at Royals Basketball's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Royals Basketball.

15.2 The Member warrants that all designs, specifications or instructions given to Royals Basketball will not cause Royals Basketball to infringe any patent, registered design or trademark in the execution of the Member's order and the Member agrees to indemnify Royals Basketball against any action taken by a third party against Royals Basketball in respect of any such infringement.

#### **16. Cancellation**

16.1 Without prejudice to any other remedies Royals Basketball may have, if at any time the Member is in breach of any obligation (including those relating to non-payment) under these terms and conditions Royals Basketball may immediately terminate a Membership. Royals Basketball will not be liable to the Member for any loss or damage the Member suffers because Royals Basketball has exercised its rights under this clause.

16.2 Should a Member proceed to cancellation of Royals Basketball membership, they must provide a minimum of two (2) days' notice in writing of intent to cancel membership. Without discrimination or prejudice, Royals Basketball will comply to Refund Policy clause 9.

16.3 Cancellation of uniforms ordered, training sessions or seasons commenced, is not liable for Royals Basketball and any fees paid is non-refundable in accordance to Refund Policy clause 9.

#### **17. Privacy Policy**

17.1 All emails, documents, images or other recorded information held or used by Royals Basketball Pty Ltd is Personal Information, as defined, and therefore considered Confidential Information. Royals Basketball acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Royals Basketball acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Member's Personal Information, held by Royals Basketball that may result in serious harm to the Member, Royals Basketball will notify the Member in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Member by written consent, unless subject to an operation of law.

17.2 Privacy limitations will extend to Royals Basketball in respect of Cookies where the Member utilizes Royals Basketball's website to make enquiries. Royals Basketball agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Member's:

(a) IP address, browser, email Member type and other similar details;

(b) tracking website usage and traffic; and

(c) reports are available to Royals Basketball when Royals Basketball sends an email to the Member, so Royals Basketball may collect and review that information ("collectively Personal Information")

If the Member consents to Royals Basketball's use of Cookies on Royals Basketball's website [www.royalsbasketball.com.au](http://www.royalsbasketball.com.au) and later wishes to withdraw that consent, the Member may manage and control Royals Basketball's privacy controls via the Member's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

17.3 The Member agrees that personal information provided may be used and retained by Royals Basketball for the following purposes (and for other agreed purposes or required by):

- (a) the provision of services; and/or
- (b) direct or indirect mail or online marketing

17.4 In the event of any suspected data breaches please immediately contact the Privacy Policy Officer Marinette Impreso at [marinette@royalsbasketball.com.au](mailto:marinette@royalsbasketball.com.au)

## **18. General**

18.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.

18.2 These terms and conditions and any Agreement to which they apply shall be governed by the laws of New South Wales, the state in which Royals Basketball has its principal place of business and are subject to the jurisdiction of the courts in that state.

18.3 The Member agrees that Royals Basketball may amend their general terms of service for subsequent future Agreements with the Member by disclosing such to the Member in writing. These changes shall be deemed to take effect from the date on which the Member accepts such changes, or otherwise at such time as the Member makes a further request for Royals Basketball to provide Services to the Member.

18.4 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party.

## **MEMBERSHIP ACCEPTANCE**

By payment and way of registration, each member and their parent/guardian automatically are bind to the above terms of service.

I certify that the above information has been read and understand the GENERAL TERMS OF SERVICE of Royals Basketball Pty Ltd which form part of and are intended to be read in conjunction with your payment for our services and automatically will be bound by those conditions upon payment of fees.

I authorise the use of my personal information as detailed in the Privacy Act clause therein, including use of photography or video to be used for social media and marketing purposes.