



ENROLMENT TERMS AND CONDITIONS FOR COURSES OFFERED BY TENNIS ALBERTA

Please read the following terms and conditions carefully to ensure that you are fully aware of your rights and obligations when enrolling for a Tennis Alberta Course.

By registering and completing payment you agree to be bound by these terms and conditions, which constitute a contract between Tennis Alberta and you.

Tennis Alberta may from time to time vary these terms and conditions and will provide notification via our [Website tennisalberta.com](http://www.tennisalberta.com). All amendments will be effective immediately upon a notification being displayed on our Website.

Enrolment

You will only have access to a Course to which you have paid for in advance of the said Course commencing.

You must provide complete and accurate details at the time of course enrollment. You may be required to provide additional details upon our request to ensure the accuracy of your order.

Purchase Price

Where indicated, prices displayed on our [Website](http://www.tennisalberta.com) are in Canadian Dollars (CAD) and include Goods and Services Tax (GST).

We reserve the right to vary the prices displayed on our Website from time to time and without notice to you.

Payment

All payments are done online through the TPA website by Tennis Canada.

Approximately two weeks prior to the Course start date Course modules will be available. You will be notified by Tennis Canada/ TPA when they are available.

Changing Orders

You are not permitted to change your enrolment to a Course once you have registered in, and paid for, that Course.

Cancellation of Orders

Cancellation by You

All enrolments for a Course are final and cannot be cancelled by you.

Cancellation by Tennis Alberta

Tennis Alberta may cancel a Course if for any reason we are unable to provide you with access to a Course subject to your order. We will provide you with a full refund of the purchase price for the Course/s that you have enrolled for.

You will not be entitled to claim any additional amounts or seek compensation for any loss, expense, or damage (either direct or consequential) or for any loss of time or inconvenience, which may result from our cancellation of a Course.

Refunds

All fees paid in association with your enrolment in a Tennis Alberta Course are non-refundable unless we are required to make a refund under Canada's Consumer Protection Law or Alberta's Consumer Protection Act.

If you accessed any pre-course modules you will not be able to request a refund.

All refunds are issued through Tennis Canada/TPA.

Please email info@tennisalberta.com if you feel that you are entitled to receive a refund.

Privacy

Any personal information that we collect about you will be handled, treated, and stored in accordance with our [Privacy Policy \(Section 3 | Tennis Alberta Policy Manual\)](#). By agreeing to these terms and conditions, you are also agreeing to our Privacy Policy.

Disclaimer

You acknowledge, accept, and agree that by enrolling in a Course, you are fully responsible for your progress and the results derived from your participation in a Course. The results achieved vary from person to person depending on personal attributes; therefore, we offer no representations, warranties or guarantees, verbally or in writing, regarding your performance or any certain results that you may or may not achieve as a consequence of your participation in a Course.

Assumption of Risk and Liability Disclaimer

You understand and acknowledge: that there are risks, dangers, and hazards which are inherent in participating in courses/services offered by Tennis Alberta or the use of sport and recreation facilities, including lessons, training and competitions, and games run by or sanctioned by Tennis Alberta ("Events").

Tennis Alberta and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by you during, or as a result of, the Events, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Miscellaneous

To the extent permitted by law, including but not limited to any act or omission on your part, we will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special and/or consequential, including loss of profits, suffered by you or claims made against you which result from any use or access of, or any inability to use or access, information relating to a Course.

You agree to indemnify and hold Tennis Alberta harmless from any loss (including attorney's fees) or liability for personal injury, illness or property damage, resulting from your acts arising out participation in the Course.

If any provision of these Terms is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta.

In the event that you or we cannot resolve a dispute arising out these Terms and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. A written request shall be made by one party to the other party to initiate the resolution process. The Parties further agree that these Terms shall remain in effect until such disputes are resolved or settled by the appropriate judicial process.

Consent

By agreeing to these terms and conditions, you also consent to receive further electronic communications from us in relation to course offerings, competitions, promotions, special offers and any other commercial message. Of course, you may email us at info@tennisalberta.com any time to unsubscribe from receiving electronic commercial messages from us.

Governing Law

The laws of The Province of Alberta, Canada govern these terms and conditions.

ENQUIRIES

Please **email** info@tennisalberta.com if you have any questions about these terms and conditions.

By signing this document, you agree to the terms and conditions stipulated by Tennis Alberta.

Name: _____ Signature: _____

Date: _____