

## Padel Australia Limited Partnership Program Terms & Conditions

Padel Australia Limited ACN 664 582 218 (**Padel Australia**) is the governing body for Padel in Australia. Padel Australia's role is to develop the sport of padel in Australia. Padel Australia is offering padel operators the opportunity to join its partnership program (**Partnership Program**) on the below terms.

### 1. Becoming a partner

1.1 By joining the Partnership Program with Padel Australia the padel operator (hereby referred to as the **Partner**) agrees to:

- (a) pay the annual fee by the due date set out in any invoice issued by Padel Australia; and
- (b) be bound by these terms and conditions from 1 October 2025 to 30 September 2026.

### 2. Application

2.1 The Partner must ensure to the extent they are applicable that these terms and conditions apply to the Partner's participants, members, committee, employees, coaches and volunteers.

### 3. Benefits

3.1 The Partner will be able to apply for, and host, Padel Australia and International Padel Federation endorsed competitions from time to time.

2.2. Padel Australia grants the Partner a limited, non-exclusive licence to reproduce the Padel Australia logo (**Padel logo**) for the purposes of publicising the partner's participation in the Partnership Program and promoting their affiliation with Padel Australia. This may include, for example, use on the Partner's website and/or marketing collateral. This benefit is subject to the following:

- (a) all use of the Padel logo must be in accordance with the Padel Australia Brand Guidelines, as may be communicated from time to time;
- (b) the Partner must not modify the Padel logo in any way, must not seek to register the Padel logo and must not use the Padel logo or any parts or elements of it to create other logos;
- (c) Padel Australia reserves the right to revoke the partner's right to use the Padel logo at any time; and
- (d) notwithstanding the licence to use the Padel logo and the provision of any other support by Padel Australia from time to time, the partner is responsible for the running of its club or business, including planning and conducting its own marketing activities.

2.3. The Partner will be able to access some insurance coverage and brokerage services under Tennis Australia's national insurance program. It will be up to the Partner to assess if it requires further insurance to support its operations.

2.4. The Partner may from time to time have the opportunity to purchase access to software solutions at discounted rates to support its operations.

2.5. The Partner will have the ability to access support from Padel Australia in the areas of advocacy and resources.

- 2.6. Padel Australia may add additional benefits or alter the Partnership Program benefits from time to time.

#### **4. Supplementary Benefits**

- 4.1 The Partner may request additional support from Padel Australia, with the scope and fee for such support to be agreed on a case-by-case basis. This could relate to areas such as coach education or consultancy.

#### **5. Policies and Safeguarding**

- 5.1 Padel Australia wants everyone who plays padel to enjoy a safe, welcoming and inclusive environment. The Partner must:
- (a) agree to be bound by and adhere to Tennis Australia's [national policies](#);
  - (b) act in the best interests of the sport of padel and not bring the sport of padel or Padel Australia into disrepute; and
  - (c) ensure that all padel infrastructure at the Partner's facility is manufactured, designed and built to Australian standards and associated compliance certificates can be provided on request.
- 5.2 Padel Australia have a zero-tolerance approach to any harm or abuse of children and young people and believe that everyone has a role to play in safeguarding. As part of that commitment, the Partner must:
- (a) ensure that individuals who are appointed or seeking appointments to a role in which they will, or are likely to, have contact with children have a valid Working With Children Check;
  - (b) notify Padel Australia of any issues with any Working with Children Check status of any individual(s); and
  - (c) within 30 days of Padel Australia's request, provide details of compliance with this clause.

#### **6. Data**

- 6.1 To support the ongoing success of the Partnership Program and to grow the sport of padel, it is vital that each Partner shares data. At a minimum, that data must include aggregated bi-annual data in relation to the following:
- (a) the number and location of padel courts the Partner manages;
  - (b) the percentage of court utilisation over a 12-month period across available booking hours;
  - (c) the number of players participating over a 12-month period, including:
    - i. total active players (i.e individuals playing an average of at least once per month) with identified gender split; and
    - ii. total passive players (i.e. individuals playing less than 12 times annually) with identified gender split.

- 6.2 If the Partner is using national online padel systems or any other system provided or made available by Padel Australia, it must ensure all data entered into or submitted for entry to the systems is accurate and up to date and the relevant privacy consents have been obtained.

## **7. Privacy**

- 7.1 The Partner must act in accordance with Tennis Australia's privacy policy located at <https://www.tennis.com.au/privacy>.
- 7.2 The Partner represents to Padel Australia that it has obtained the required consents with respect to any personal information that it collects and shares with Padel Australia.
- 7.3 Personal information collected by Padel Australia will be used in accordance with Tennis Australia's privacy policy located at <https://www.tennis.com.au/privacy>.

## **8. Discontinuation of membership**

- 8.1 The Partner's membership in the Partnership Program may be suspended or ended by Padel Australia if the Partner commits a breach(es) of these terms and conditions.
- 8.2 If the Partner's membership is suspended or ended, the Partner will cease to have access to the benefits as set out in clause 3 and, to the extent permitted by law, will not be entitled to any refund of the annual membership fee.

**Business name:**

**Owner name:**

**Signature:**

**Date:**