



XSOAR PERFORM WEBSITE TERMS OF USE

Welcome to Bijon Enterprises Pty Ltd T/A Xsoar Perform ("we", "our", "us"). By accessing and using our website [www.xsoarperform.com] (the "Site"), you agree to be bound by the following terms and conditions. Please read them carefully.

1. Use of the Website This website is intended to provide general information about our programs and services. The information is subject to change without notice. You agree to use this website for lawful purposes only.

2. Intellectual Property All content on this website, including text, graphics, logos, images, and other materials, is the property of Bijon Enterprises Pty Ltd T/A Xsoar Perform and is protected by copyright and intellectual property laws. You may not copy, reproduce, distribute, or use any content without our prior written consent.

3. Accuracy of Information While we aim to provide accurate and up-to-date information, we do not guarantee the completeness, accuracy, reliability, or suitability of the information on the Site. The content is provided for general informational purposes only and should not be taken as professional or personal advice.

4. Links to Other Websites This website may contain links to third-party websites. We do not control or endorse these websites and are not responsible for their content or practices. Use of third-party websites is at your own risk.

5. External Booking Platform and Additional Policies Our website may include links to an external booking platform that contains additional policies and important information related to our programs and services. These policies may include details on pricing, cancellation terms, program-specific requirements, and other conditions. Please ensure you review these policies carefully before making any bookings or purchases, as they form part of the terms that govern your participation in our programs and services.

6. Limitation of Liability To the maximum extent permitted by law, Bijon Enterprises Pty Ltd T/A Xsoar Perform will not be liable for any loss, damage, or expense arising from the use of this website, including but not limited to indirect or consequential loss or damage.

7. Privacy We take your privacy seriously. To understand how we collect, use, and protect your personal information, please review our Privacy Policy, which is available on our website.



8. Changes to Terms We may update these Terms of Use at any time without notice. Your continued use of the website constitutes your acceptance of any changes.

9. Governing Law These Terms of Use are governed by the laws of Victoria, Australia.

10. Questions If you have any questions about these Terms of Use, please send us an email to info@xsoarperform.com

XSOAR PERFORM PROGRAM TERMS & CONDITIONS

Welcome to Xsoar Perform. By participating in our programs and using our services, you agree to the following Terms and Conditions, ensuring a positive experience for everyone.

The term **Participant** refers to the individual taking part in the program or lesson. This may be a child, student, or adult enrolled in a program.

PRICING

- For all pricing enquiries, please contact info@xsoarperform.com

ENROLMENTS AND PAYMENTS

- You must complete the ClassHub enrolment form and make full payment via the EziDebit online booking system each term to confirm the Participant's enrolment
- Only Participants aged 18 years or older who have completed secondary school may complete the ClassHub enrolment form and make payment independently
- Re-enrolment is not automatic. A ClassHub enrolment form must be submitted each term or prior to the program's commencement to secure enrolment
- Spaces are allocated on a first-come, first-served basis unless otherwise specified. Some programs may provide a priority re-enrolment period
- Private lesson times are confirmed by mutual agreement and are subject to availability
- Some programs cannot be booked and paid for through the ClassHub enrolment form and EziDebit online booking system. For these programs, invoices will be issued at the start of each term, or before lessons commence if a Participant joins part-way through a term. Invoices must be paid within 7 days of issue



- Upon enrolment, Xsoar Perform reserves a dedicated place in the program or lessons (usually for a specific day and time) for the entire term, from the enrolment date onward

CANCELLATIONS, MAKEUPS, REFUNDS AND CREDITS

Once enrolled, your place is held exclusively for you and usually your spot cannot be filled if you are not able to attend. In addition, many programs do not offer an equivalent session at another time, and as such, your enrolment represents a fixed booking.

Therefore, our policy is:

- No make-ups, refunds, or credits are provided for missed lessons across any programs due to personal reasons, including but not limited to illness, school events, school camps, or conflicts in personal and family scheduling
- Makeup lessons will only be provided due to extreme weather (when the lesson cannot be appropriately moved indoors) or due to the unlikely situation of a coach cancellation
- Make-ups, refunds, or credits will not be provided for change of mind or voluntary withdrawal from programs or lessons once enrolled
- In certain unforeseen or exceptional circumstances, one make-up lesson per Participant per term may be granted at Xsoar Perform's discretion, subject to coach availability and space in other programs
- The number of discretionary makeups will be capped at one Participant per Term
- If a discretionary make-up is granted, the make-up lesson is non-refundable, cannot roll over to the next term, and will not reduce future fees
- A discretionary make-up lesson will only be considered if requested by the Participant or Parent/Guardian. Xsoar Perform will not initiate contact to discuss or arrange a discretionary make-up lesson
- If you do not notify Xsoar Perform of an absence within 24 hours of the lesson start time, this disqualifies eligibility for a discretionary make-up lesson
- Even if you do not qualify for a make-up lesson, please still notify Xsoar Perform if you are unable to attend, particularly for private tennis lessons
- There are strictly no discretionary make-ups, refunds, or credits for semi-private tennis lessons once conducted, or for small group or squad lessons where no equivalent class is available



LONG-TERM INJURY OR ILLNESS OR EXCEPTIONAL CIRCUMSTANCES

- Extended absences due to serious medical reasons or other exceptional circumstances will be considered on a case-by-case basis, subject to timely notification and submission of a valid medical certificate. This applies only to continuous, long-term absences. Short absences (e.g. 1–3 weeks) do not qualify

COACH ABSENCES AND CHANGES IN ALLOCATED COACHES

- While every effort is made to maintain coaching consistency, Xsoar Perform cannot guarantee the same coach for every lesson
- Participants may request a specific coach, however, coach preferences cannot be guaranteed
- If the regular coach is unavailable, a suitable replacement coach will be arranged. A make-up lesson will only be provided if no replacement coach can be organised. No make-up will be offered if you choose not to attend due to a coach substitution

PUBLIC HOLIDAYS AND STUDENT-FREE DAYS

- Most programs and lessons do not operate on public holidays. You will not be charged for public holidays unless you are enrolled in a fixed-term flat fee program
- Fixed-term flat fee programs are charged at a set rate regardless of the number of lessons held (see Special Conditions)
- Lessons may still proceed on student-free days, depending on the program. A notification will be provided to you in advance as to whether the lesson will proceed on student-free days for that term

EXTREME WEATHER

- In extreme weather (rain, heat), lessons will proceed indoors where possible, focusing on modified tennis activities, fitness, and tactical learning
- Our heat policy is as follows:
 - **36°C and above:** All sessions will be cancelled or rescheduled
 - **33°C–35°C:** Sessions will be significantly modified (e.g. lower intensity, increased breaks) or moved indoors, particularly if the session involves younger children



- If an indoor venue is unavailable and/or it is not suitable to move the type of program or lesson indoors, a make-up lesson will be provided. Please note that the make-up lesson may be conducted by a different coach than usual, depending on coach availability
- Notification will be provided approximately 30 minutes to 1 hour prior to the lesson start time if the lesson needs to be cancelled due to extreme weather conditions, or as soon as practicable. Please wait for our notification and do not pre-empt any cancellations

SUN SAFETY

- Participants are strongly advised to apply sunscreen before lessons and wear appropriate sun protection, including hats, particularly during the summer months

PHOTOGRAPHS AND FILMING

- By participating in our programs, you consent to Xsoar Perform using the Participant's image (including photographs and videos) in any form or medium for general marketing and promotional activities
- If you do not consent to the use of your or your child's name and image, please notify Xsoar Perform by emailing info@xsoarperform.com. We will take reasonable steps to exclude you or your child from any future marketing materials
- All media is securely stored and complies with privacy laws. We may distribute your images and videos to contractors or third parties solely for the purpose of creating content for our business channels. We will not sell or distribute your images or videos for any other purposes without your explicit consent

FIRST AID AND MEDICAL EMERGENCIES

- By enrolling, you consent to Xsoar Perform staff, contractors, and relevant school personnel (including nurses) providing first aid to you as the Participant or your child and initiating appropriate emergency protocols if required

MEDICAL CONDITIONS

- Our programs involve physical activity, and as such it is the responsibility of Participants and/or the relevant Parent/Guardian to ensure they are physically capable of engaging in our programs



- Participants with pre-existing medical conditions are strongly advised to obtain medical clearance prior to taking part in any program or lesson
- At the time of enrolment, you must inform us if the Participant has any serious medical condition, allergies, or other health issues that may affect participation in our activities
- An up-to-date Action Plan must be provided for medical conditions such as asthma or anaphylaxis upon registration. All necessary medication (e.g. EpiPens, asthma inhalers) must accompany the Participant to every lesson

LIABILITY WAIVER Assumption of Risk

- Participation in tennis activities involves inherent risks. By enrolling in our programs, Participants and/or Parents/Guardians accept all inherent risks, including those that may lead to personal injury or property damage

Indemnity

- Participants and/or Parents/Guardians agree to indemnify and hold Xsoar Perform harmless from any liability resulting from participation in our activities, except in cases of gross negligence or wilful misconduct

PARTICIPANTS, PARENTS/GUARDIANS AND GUESTS CODE OF CONDUCT

Participants, Parents/Guardians and any Guests (where relevant and appropriate) must:

- Show respect to coaches, peers, and all program staff
- Be punctual and prepared for every lesson
- Display good sportsmanship and positive behaviour
- Follow all safety instructions and program rules
- Wear appropriate clothing and bring required equipment
- Arrive promptly to classes
- Respect the role and judgment of coaches
- Avoid interfering with the coaching
- Maintain respectful, calm interactions with all Participants and coaches
- Do not take photographs or videos of our programs and lessons



- No smoking or vaping allowed, and no pets (except for guide dogs)
- Report any hazard or safety concerns promptly to our staff
- In emergencies, contact emergency services on 000 and, if safe to do so, locate a staff member
- Parents/Guardians must collect their child promptly at the end of class

SUSPENSION AND TERMINATION OF SERVICES

Xsoar Perform may immediately suspend or terminate services or bookings if the Participant, Parent, or Guardian (as relevant) has:

- Disregarded health and safety notices or other venue policies
- Engaged in conduct harmful to the safety of others
- Provided false or misleading information
- Failed to pay outstanding fees 14 days after the due date
- Abused staff or other participants, parents, or guardians verbally or physically
- Failed to abide by any of our Terms and Conditions

COMMUNICATION WITH XSOAR PERFORM

- All communications regarding enrolments, payments, scheduling, absences, and any matters must be directed to info@xsoarperform.com
- Directly messaging or contacting coaches outside of lessons is not permitted
- Please email info@xsoarperform.com to report an absence. Known absences (e.g. travel, school events, and camps) should be notified in advance to assist planning

PRIVACY POLICY

- Our Privacy Policy is available via the website. By enrolling, you agree to our Privacy Policy

SPECIAL CONDITIONS Wesley After School Tennis Program

- This is a fixed-term flat fee program. The total fee is set for the term regardless of how many sessions occur, including sessions not conducted on public holidays or student-free days. There are no make-up lessons, refunds, or credits for



lessons missed due to personal reasons, including sickness, school events, holidays, clashes, or other commitments. Fees are charged on a term basis, and no refund or credit will be provided if a student withdraws part-way through the term

Loreto Lunchtime Tennis Program

- Offers 8 lessons per term. If a scheduled lesson falls on a public holiday or student-free day, a make-up session will be offered, either on an alternative day during the term or in the final week of term. There are no make-up lessons, refunds, or credits for lessons missed due to personal reasons, including sickness, school events, holidays, clashes, or other commitments. Fees are charged on a term basis, and no refund or credit will be provided if a student withdraws part-way through the term

UPDATES TO TERMS AND CONDITIONS

- Xsoar Perform reserves the right to amend these Terms and Conditions at any time. Changes will be announced through our booking system, email, or website. Continuing to enrol and/or participate constitutes agreement to the revised Terms and Conditions

FURTHER INFORMATION

- These Terms and Conditions are intended to provide clarity regarding services offered by Xsoar Perform. However, nothing in these Terms and Conditions limits or excludes your rights under the Australian Consumer Law, as outlined in the *Competition and Consumer Act 2010 (Cth)*

COMPLAINTS AND FEEDBACK

- We encourage open communication. Feedback and complaints should be addressed directly to the CEO of Xsoar Perform via email at lauren@xsoarperform.com. We commit to acknowledging concerns within 48 hours and seeking a fair resolution and request that all feedback be delivered constructively and respectfully