

CODE OF PRACTICE FOR TAI CHI TEACHERS
TAI CHI ASSOCIATION OF AUSTRALIA INC

PURPOSE

The Code of Practice defines a standard of service that protects the health and well-being of the students (Consumers) of Tai Chi teachers (Providers) who are members of the Tai Chi Association of Australia (TCAA) and registered as teachers/instructors on the Website of the TCAA.

DEFINITIONS

"APRA"	is the Australian Prudential Regulation Authority
"casual"	means a Consumer who has not entered a membership agreement with the Provider and who pays that Provider for the provision of a specified service each time s/he uses the service
"Code"	means this Code of Practice
"Consumer"	means a person who is supplied with a Tai Chi instructional service
"Provider"	means a Tai Chi teacher who is registered as a teacher/instructor on the Website of the Tai Chi Association of Australia Inc, including his/her employees or agents
"Membership Agreement"	means a training services agreement between a Provider and Consumer for a specified period
"Personal Information"	means information about an individual whose identity is apparent, or can be reasonably ascertained, from the information

PROVIDER'S OBLIGATIONS

Ethics. A Provider shall ensure the following Ethical Conduct:

- (a) Ensure that all promotional material is truthful, accurate and unambiguous.
- (b) Ensure that promotional material does not encourage unrealistic expectations about the outcomes attainable from Tai Chi instructional services.
- (c) Make only truthful claims of credentials or any formal accreditation.
- (d) Not make critical comparisons with programs provided by competitors.
- (e) If a Provider or employee who has been convicted of a 'serious sex offence', not be permitted to instruct children (under 18 years).

Safety. A Provider is required to comply with the following:

- (a) Maintain and provide evidence of adequate Public Liability and Professional Indemnity insurance that is APRA approved.
- (b) Ensure that there is available at all times during which Tai Chi instructional services are provided, an appropriately qualified person who is included in the Provider's general liability and professional indemnity insurance. A Provider must ensure that all employees are totally conversant with the terms of this Code.
- (c) Continually check (and maintain) that training methods are safe and supportive for students and members of the public.
- (d) **Martial Arts Instruction Service.** A Provider providing martial arts instruction service shall be covered by APRA approved Public Liability and Professional Indemnity insurance that includes martial arts as a sport. The Provider shall have all accreditation required by the insurance underwriter, and conform to all codes of conduct and to all risk management requirements specified by the insurer.

Privacy. A Provider shall not disclose to any person any Personal Information of the Consumer acquired by the Provider unless authorised in writing by the Consumer.

Joining Forms

Prior to any instruction being given, irregardless of whether the Consumer is a visitor or casual member or a member on a Membership Agreement, a 'Joining Form' shall be completed and signed by the Consumer.

The Joining Form shall require the Consumer to agree to the following:

- (a) Comply with specified training rules to prevent injury.
- (b) Declare any physical limitation.
- (c) Waiver of liability in the event of Consumer's own negligence.
- (d) Indemnify Provider in the event of Consumer's willful or criminal intent.
- (e) Options for casual service or membership service with all fees explicitly shown.

Membership Agreement. If a Membership Agreement is involved, a Provider must ensure that sufficient information is available to enable a Consumer to make an informed decision in relation to the provision of Tai Chi instruction services within the Membership Agreement. In particular: -

- (a) Joining fee (if any).
- (b) Fee payable, frequency of payments and minimum term applicable to the Agreement.
- (c) Fee for grading (if any).
- (d) Circumstances attracting a cancellation fee for termination of membership before term
- (e) Circumstance meriting refund of fees for termination of membership before term.

CORRECTIVE ACTION

Complaints. The TCAA will act only upon written complaints from Consumers. The TCAA may if made aware of a possible or likely breach of this Code, initiate its own complaint against a teacher or instructor registered on the TCAA Listing.

Investigation. In investigating a complaint, the TCAA may request that a Provider provide copies of relevant documentation. A Provider must comply with such a request. The documentation will be treated as confidential and not be reproduced or distributed without the permission of the Provider. The TCAA may refer to publically or privately available documents and information.

Removal from Listing. A Provider who is deemed by the current TCAA Management Committee to have breached this Code of Practice in respect of **Ethics, Safety and Privacy** will be given 3 weeks' notice before removal from the TCAA Listing of Instructors/Teachers. The Provider affected must convince the Committee otherwise before expiry of the 3 weeks' notice, for the listing not to be removed. The Provider must include proposed corrective action and preventive procedures.

A Provider so removed will not be reinstated for at least 12 months, and only after satisfactory proof of corrective and preventive action.

Breaches affecting Reputation of the TCAA. Where a breach is deemed to adversely impact on the reputation of TCAA or the Instructor Listing, the TCAA may publicise the outcome and penalty via its Website and by direct communication to its members if deemed necessary to protect the reputation of the TCAA. If the TCAA determines by due process that there has been a breach of the TCAA's Code of Conduct, the member may be expelled from membership of the TCAA.

AGREEMENT

No Appeal. The Provider agrees, as a condition for using the TCAA facility for Instructor Listing, that s/he shall have no recourse for appeal to any other body, legal or otherwise, State or Federal, for any action taken by the TCAA under this Code