

Terms and Conditions

Please read these terms and conditions before confirming your Booking of Coaching services through this website.

1. Definitions

In these Terms and Conditions the following terms have the following meanings:

“**Booking**” means any contract for the provision of Coaching services which You make through the Website;

“**Coaching**” means the coaching programmes, tennis training and instruction services as advertised by Coaching Providers through the Website (and in each case as more particularly described within an Information Page), and as selected by You from time to time;

“**Coaching Programme Registration**” means Your registration within the Coaching Programme module on the ClubSpark Portal, in order to view and, at your choosing from time to time, purchase or otherwise contract for the Coaching services which may be advertised on the Coaching Programme module from time to time;

“**Coaching Provider**” means the provider of the Coaching services as stated within the applicable part of the Website, and as selected by You;

“**Coaching Provider Terms**” means the Coaching Provider's terms and conditions, if any, governing its provision of any Coaching services, a copy of which shall be available to You before You complete a Booking (if applicable);

“**ClubSpark Portal**” means the system, made available by Sportlabs, for the promotion, booking and administration of Coaching services a, and the Coaching Programme module through which You may review, select, apply to receive and (where applicable) pay for Coaching services.

“**Information Page**” means the relevant page of the Website which lists the specific details of each offering (in each case by a Coaching Provider from time to time) of Coaching services (for example, the name and contact details of the relevant Coaching Provider, the dates, times and locations of the Coaching services, any equipment which is expected to be provided by the recipient of the Coaching services, and any preparation which is required before the Coaching services are commenced);

“the **LTA**” means LTA Operations Limited of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ (registered in England No. 07475460);

“**Sportlabs**” means Sportlabs Technology Limited of 101 Barnett Wood Lane, Ashted, Surrey KT21 2LR (registered in England No. 7981720);

“**Venue Provider**” means the owner and/or operator (as applicable) of the tennis club, court or other venue where any Coaching services are to be provided (if such Coaching services are not provided at the Coaching Provider's own premises);

“**Venue Provider Terms**” means the terms and conditions, if any, governing the Venue Provider's hosting of Coaching services at its premises, a copy of which shall be available to You before You complete a Booking (if applicable);

“the **Website**” means the website available at clubspark.lta.org.uk;

“**You**” means you, the user of the Website, and “**Your**” shall be construed accordingly.

2. Terms and Conditions

- 2.1 Any person wishing to make a Booking for Coaching services through the Website must be 16 years of age or over.
- 2.2 Any person wishing to make a Booking for Coaching services through the Website must accept these terms and conditions with LTA Operations Limited and Sportlabs Technology Limited. These terms and conditions shall apply to the supply of Coaching services booked by You through the Website, to the exclusion of all other terms and conditions with the exception of the LTA Website Terms and Conditions and the LTA Privacy Policy (each of which shall also apply) and, if You make a Booking, the relevant details listed in the Information Page, the Coaching Provider Terms, if any and any applicable Venue Provider Terms (which shall if so applicable also apply).
- 2.3 The LTA has commissioned Sportlabs to provide, as part of the ClubSpark Portal, an online tool to facilitate the promotion, sale and administration of Coaching services by members of the public and tennis club members. The transactional and administrative services are licensed directly to You by Sportlabs and not the LTA, and it is Sportlabs which facilitates transactions between You and any Coaching Provider, and facilitates payments on behalf of the Coaching Provider.
- 2.4 If You make a Booking for Coaching services, You will enter into a contract with the relevant Coaching Provider. Sportlabs will facilitate that transaction by means of the ClubSpark Portal, but is not itself a party to that contract and accepts payment (where applicable) from you on behalf of the Coaching Provider. You should also refer to the relevant Information Page and any applicable Coaching Provider Terms (and any applicable Venue Provider Terms) before concluding any Booking.
- 2.5 By ticking the terms and conditions box as part of Your booking of Coaching services via the Website you acknowledge that You have read, understand and accept these terms and conditions. For the avoidance of doubt, the completion of Your Coaching Programme Registration constitutes your acknowledgement of and agreement to these terms and conditions. Your agreement to and acceptance of the details listed on any relevant Information Page shall incorporate these terms and conditions by reference.

3. Licence to use the ClubSpark Portal

- 3.1 You must provide true, complete and accurate information when booking Coaching services via the Website. You authorise Sportlabs to use such information to verify your information and to obtain credit authorisations. Sportlabs reserves the right to reject registration and Bookings at its reasonable discretion.
- 3.2 Sportlabs grants You a limited, non-transferable licence to make use of the transactional and administrative modules of the Website for the purposes of concluding Bookings with Coaching Providers for the provision of Coaching services and (where applicable) administering those Coaching services once You have booked them.

4. Information on Coaching services

- 4.1 The LTA permits Coaching Providers to provide information and advertise their Coaching services using the ClubSpark Portal and the Website. The LTA grants You a limited, non-transferable licence to make use of the Website for the purposes of viewing such information about Coaching services (including Information Pages).
- 4.2 As the information is provided by the Coaching Providers, the LTA can make no representation and gives no assurance as to accuracy of information presented by Coaching Providers through the Website.
- 4.3 Coaching Providers must present You with certain information (including practical information about your Booking and related information about your legal rights as a consumer) before concluding a contract with You for the supply of Coaching services. This information is normally set out in the relevant Information Page but please contact the Coaching Provider directly if you feel that any of this information is missing or has been inadequately provided.

5. Bookings

- 5.1 A Booking of any Coaching services shall be made by You directly with the Coaching Provider. Sportlabs facilitates the Booking between You and any Coaching Provider by means of the Website but neither Sportlabs nor the LTA is the buyer/recipient or seller/provider of any service offered and/or made available by any Coaching Provider through the Website. Notwithstanding conclusion of contracts between You and any Coaching Provider by means of the Website, Sportlabs acts as limited agent for You to conclude the sales contract with the Coaching Provider and enforcement of any contractual obligation relating to the provision of any Coaching services is the exclusive responsibility of You and the Coaching Provider concerned.
- 5.2 Bookings shall in addition be subject to the Coaching Provider Terms of the Coaching Provider in question (and, if applicable, the Venue Provider Terms of the Venue Provider in question, too).

6. Booking mechanics and payment for Coaching services (where applicable)

- 6.1 Where a Booking carries a charge, You must pay for Coaching services purchased through the Website by credit card or debit card. A request by You to purchase Coaching services using the payment process on this Website (or, where no charge is payable, to make a Booking by means of the Website) is an offer made subject to these Terms and Conditions.
- 6.2 Once You have offered to purchase Coaching services (or, where no charge is payable, to make a Booking) then, subject to checking that Your credit, card, debit card or Direct Debit payment has been processed correctly, Sportlabs will accept Your offer on behalf of the Coaching Provider and confirm Your Booking by displaying Your unique booking reference code.

- 6.3 The Booking contract shall consist of these terms and conditions, the email Sportlabs sends You on behalf of the Coaching Provider confirming acceptance of Your offer, the applicable details within the relevant Information Page provided by the Coaching Provider, the Coaching Provider Terms, if any, and the Venue Provider Terms, if applicable.
- 6.4 When Sportlabs accepts Your offer to make a Booking, Sportlabs will (where a charge is payable) charge Your credit or debit card with the total cost of the Coaching services including a transaction fee. Sportlabs will forward the cost of the Coaching services to the Coaching Provider less the transaction fee. The transaction fee is the separate charge Sportlabs and its payment service provider make for facilitating the Booking, where a charge is payable (and is inclusive of VAT). If You require a VAT receipt for the fees paid for the Coaching services You must contact the Coaching Provider.
- 6.5 This sub-clause applies to Bookings where a charge is payable. Whilst Sportlabs try to ensure that all prices on the Website are accurate, errors may occur. If Sportlabs discover an error in the price of the Coaching services You have ordered, Sportlabs will inform You as soon as possible and give You the option of reconfirming Your order at the correct price (and credit or debit Your account as applicable) or cancelling Your purchase. If Sportlabs is unable to contact You, You agree that Sportlabs may treat the purchase as cancelled. If You choose to cancel after You have already paid the incorrect price for the purchase, You will receive a full refund from Sportlabs.

7. Cancellation and refunds

- 7.1 This clause 7 applies to those Bookings where a charge is payable.
- 7.2 If You wish to cancel your Booking, you must cancel the Booking by contacting the Coaching Provider directly, and within 14 days of making the Booking.
- 7.3 If You request to cancel a Booking within 14 days of the Booking date, You will be refunded the full costs of the Coaching services purchased.
- 7.4 If a purchase of Coaching services is cancelled, the Coaching Provider will process the refund within 14 days of receiving Your cancellation request.

8. Limitation of liability

- 8.1 You acknowledge and agree that the LTA and Sportlabs use the ClubSpark Portal and the Website merely to facilitate the booking of Coaching services online and that neither the LTA nor Sportlabs is in any way responsible for the management, organisation or running of, or any health and safety issues in connection with, any Coaching services or any of the Coaching Provider's other offerings or facilities advertised through the Website or the ClubSpark

Portal. Liability for the provision and management of Coaching services remains the sole responsibility of the Coaching Provider.

- 8.2 So far as is reasonably practicable the Website is made available by Sportlabs on a 24 hour 7 day basis. As it is technically impossible to provide a fault-free uninterrupted service, the Website is provided 'as is' and 'as available' without warranties of any kind, express or implied (other than warranties not capable of exclusion as a matter of law). Whilst Sportlabs will use reasonable efforts to ensure that the Website booking facility is available at all times, to keep unavoidable interruptions to a minimum and to give notice at log-in of anticipated interruptions, there will inevitably be times when it is unavailable.
- 8.3 The LTA shall not be liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection Your use of the Website, or from any misrepresentation, whether innocent or negligent, except to the extent that such liability may not be lawfully excluded.
- 8.4 Notwithstanding anything else contained in this Agreement, the LTA shall not be liable to You for: (i) loss of profits or contracts or goodwill or statutory penalties or indirect or consequential loss, whether arising from negligence, breach of contract or howsoever caused; (ii) any and all costs related to the procurement of any substitute service(s); (iii) third party claims of any kind; or (iv) any loss or damage arising from Your failure to use the Website strictly in accordance with the terms of this Agreement.
- 8.5 Neither the LTA nor Sportlabs excludes liability for death or personal injury caused by its negligence.

9. Data Protection Act 1998

- 9.1 Each of the LTA and Sportlabs confirms that it will process Your personal data in accordance with the Data Protection Act 1998. You agree that the LTA, Sportlabs and the Coaching Provider may process Your personal data to provide the ClubSpark Portal, process the Booking and provide the Coaching services (as applicable) and for any other purpose You agree to.
- 9.2 Your financial information (bank account and credit or debit card details) will not be stored by Sportlabs. Sportlabs use a payment service provider who has been audited by a PCI-certified auditor, and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available.

10. General

- 10.1 **Force Majeure.** Neither the LTA nor Sportlabs shall be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control, including any period during which access to the Website is suspended, provided that such party has made reasonable efforts to fulfil its obligations under this Agreement.
- 10.2 **Entire Agreement.** These terms and conditions, together with the LTA Website Terms and Conditions and the LTA Privacy Policy, set out the whole of our agreement relating to use of the Website to purchase or otherwise contract for Coaching services with the exception of the Information Page , the Coaching Provider Terms (and, where applicable, the Venue Provider Terms), where you make a Booking and there only in respect of the provision of the Coaching services by the Coaching Provider. Nothing said by any person on our behalf should be understood as a variation of these terms and conditions or as

an authorised representation about the nature or quality of any goods/services offered by the LTA. Except for fraud or fraudulent misrepresentation, neither the LTA nor Sportlabs shall have any liability for any such representation being untrue or misleading.

- 10.3 **Variation.** The LTA and Sportlabs shall have the right to modify the terms of this Agreement at any time by service of not less than 30 days' notice on You and, if you continue to use the service, you will be deemed to have accepted any such modification.
- 10.4 **Severance & Waiver.** In the event that any provision of this Agreement is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue in full force and effect. Failure or neglect by either party to enforce any provision of this Agreement shall not be construed nor shall be deemed to be a waiver of a party's rights under this Agreement and shall not prejudice that party's rights to take subsequent action.
- 10.5 **Assignment.** You shall not, without the prior written consent of the LTA and Sportlabs, assign, sub-license, sub-contract or otherwise transfer to any third party any of its rights or obligations under this Agreement.
- 10.6 **Third Party Rights.** Each party agrees that no term of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.7 **Governing Law and Jurisdiction.** These terms and conditions are subject to the laws of England and Wales and you and the LTA irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.
- 10.8 **Validity of terms.** If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.
- 10.9 **Contacting the LTA and Sportlabs.** If you need to contact the LTA or Sportlabs about these terms and conditions or the service provided through the Website you may do so by post using the address below or by email using this address enquiries@sportlabs.com.

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