

Terms and Conditions

Please read these terms and conditions before confirming your purchase of Venue Membership services through this website.

1. Definitions

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

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

“**ClubSpark Portal**” means the system, made available by Sportlabs, for the promotion, purchase and administration of Venue Membership services and other services provided by tennis venues, and the Membership Management module through which You may review, select, apply to receive and pay for Venue Membership services.

“**Venue Membership**” means affiliation to and membership of a tennis venue, in order to receive membership benefits such as special offers and discounts, priority booking of tennis courts, access to sporting and social events, etc.;

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

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

“**Purchase**” means any purchase of Venue Membership services which You make through the Website;

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

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

“**You**” or means you, the user of the Website as stated on the Booking Form, and “**Your**” shall be construed accordingly.

2. Terms and Conditions

2.1 Any person wishing to purchase Venue Membership services through the Website must be 16 years of age or over.

2.2 Any person wishing to purchase Venue Membership 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 purchase of Venue Membership services 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

Purchase, the relevant Venue's Membership Terms, if any (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 Venue Membership services by members of the public and venue 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 Venue, and facilitates payments on behalf of the Venue.
- 2.4 If You purchase Venue Membership services, You will enter into a contract with the relevant Venue. Sportlabs will facilitate that transaction by means of the ClubSpark Portal, but is not itself a party to that contract and accepts payment from you on behalf of the Venue. You should also refer to the Membership Terms before concluding any Purchase.
- 2.5 By ticking the terms and conditions box as part of Your purchase of Venue Membership services via the Website you acknowledge that You have read, understand and accept these terms and conditions.

3. Licence to use the ClubSpark Portal

- 3.1 You must provide true, complete and accurate information when purchasing Venue Membership 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 Purchases 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 purchase agreements with Venues for the provision of Venue Membership services and administering those Venue Membership services once You have purchased them.

4. Information on Venue Membership services

- 4.1 The LTA permits Venues to provide information and advertise their Venue Membership 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 Venue Membership information.
- 4.2 As the information is provided by the Venues, the LTA can make no representation and gives no assurance as to accuracy of information presented by Venues through the Website.
- 4.3 Venues must present You with certain information (including practical information about your Purchase and related information about your legal rights as a consumer) before concluding a contract with You for the purchase of Venue Membership services. Please contact the Venue directly if you feel that any of this information is missing or has been inadequately provided.

5. Purchases

- 5.1 A Purchase of any Venue Membership services shall be made by You directly with the Venue. Sportlabs facilitates the transaction between You and any

Venue 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 Venue through the Website. Notwithstanding conclusion of contracts between You and any Venue by means of the Website, Sportlabs acts as limited agent for You to conclude the sales contract with the Venue and enforcement of any contractual obligation relating to the provision of any Venue Membership services is the exclusive responsibility of You and the Venue concerned.

- 5.2 Purchases shall in addition be subject to the Membership Terms of the Venue in question.

6. Payment for Venue Membership services

- 6.1 You must pay for Venue Membership services purchased through the Website by Direct Debit. A request by You to purchase Venue Membership services using the payment process on this Website is an offer made subject to these Terms and Conditions.

- 6.2 Once You have offered to purchase Venue Membership services then, subject to checking that Your Direct Debit has been set up correctly, Sportlabs will accept Your offer on behalf of the Venue and confirm Your Purchase by displaying Your unique purchase reference code.

- 6.3 The Purchase contract shall consist of these terms and conditions, the email Sportlabs sends You on behalf of the Venue confirming acceptance of Your purchase, the applicable details within the Venue Membership information provided by the Venue and the Membership Terms.

- 6.4 When Sportlabs accepts Your offer to purchase Venue Membership services, Sportlabs will charge Your bank account via Your Direct Debit arrangement with the total cost of the Venue Membership services including a transaction fee. Sportlabs will forward the cost of the Venue Membership services to the Venue less the transaction fee. The transaction fee is the separate charge Sportlabs make for facilitating the Purchase (and is inclusive of VAT). If You require a VAT receipt for the fees paid for the Venue Membership services You must contact the Venue.

- 6.5 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 Venue Membership 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 ticket price for the booking, You will receive a full refund from Sportlabs.

7. Cancellation and refunds

- 7.1 If You wish to cancel your Purchase, you must contact the Venue, within 14 days of making the Purchase.
- 7.2 If You request to cancel a Purchase within 14 days of the Purchase date, You will be refunded the full costs of the Venue Membership services purchased.
- 7.3 If a purchase of Venue Membership services is cancelled, the Venue will process the refund within 14 days of receiving Your cancellation request.
- 7.4 Where any goods are delivered to You on Your purchase of Venue Membership services which You then cancel, You must return those goods to the Venue that sent them to You without undue delay and in any event not later than 14 days after the day on which You informed the Venue that you wish to cancel the contract.

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 purchase of Venue Membership 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 Venue Membership services or any of the Venue's other offerings or facilities advertised through the Website or the ClubSpark Portal. Liability for the provision and management of Venue Membership services remains the sole responsibility of the Venue.
- 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 Court Provider may process Your personal data to provide the ClubSpark Portal, process the Purchase and administer the Venue Membership services (as applicable) and for any other purpose You agree to.
- 9.2 Your financial information (bank account and Direct Debit 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.
- 10.1 **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 Venue Membership services with the exception of the Venue's Membership Terms where you make a Purchase and there only in respect of the provision of the Venue Membership services by the Venue. 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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