

## Tennis For Kids Course – Coach Terms and Conditions

From 2019, there will no longer be an application process for coaches who wish to deliver the Tennis For Kids Course. In order to be eligible to deliver the Tennis For Kids Course You must hold a minimum coaching qualification of LTA Level 2 (or an equivalent recognised and approved in advance by the LTA) and either:

- (a) if You did not attend an LTA-run training day for the Tennis For Kids Course in 2018 (a **Training Day**), You will need to complete the Tennis For Kids online training (the **Online Training**) provided by the LTA and must satisfy the remainder of these terms and conditions; or
- (b) if You attended a Training Day, You will be eligible to deliver the Tennis For Kids Course without completing the Online Training, subject to satisfying the remainder of these terms and conditions.

This Agreement will start either:

- (a) if you complete the Online Training, when You receive an email from the LTA stating that you have completed the Online Training; or
- (b) if you attended a Training Day, when You received an email from the LTA stating that you have completed the Training Day, and

will continue until You have completed the Tennis For Kids Course in accordance with these terms or until this Agreement is terminated in accordance with these terms.

If You do not receive either of the emails listed above, then You shall not be permitted to deliver the Tennis For Kids Course and this Agreement will not come into force.

***Defined terms used in this Agreement are set out in clause 1.33 below, unless otherwise defined herein.***

- 1.1 The LTA hereby grants You a non-exclusive, UK only, non-transferable, revocable licence to provide the Tennis For Kids Course under the Tennis for Kids Brand in accordance with the terms of this Agreement.
- 1.2 You will either have attended a Training Day or will complete the Online Course before uploading any sessions to the ClubSpark Portal and/or delivering any sessions. You will not receive any equipment if You do not attend the LTA's training day or complete the Online Course prior to uploading any sessions.
- 1.3 You will enter into a contract with the Participant for the delivery of the Tennis For Kids Course on the Participant Terms annexed to this Agreement.
- 1.4 You will provide the Tennis For Kids Course to Participants for a fee of £29.99 per Participant (no additional fees may be charged). Where Coaches are registered for UK VAT, the £25 fee will be treated as inclusive of any VAT. In consideration for the licence given to you under paragraph 1.1 above, You hereby agree to pay the LTA a licence fee of £5, which is inclusive of any VAT, for each Participant who registers for the Tennis For Kids Course and a postage and packaging fee of £4.99 for each Participant who registers for the Tennis For Kids Course. You acknowledge that this licence fee shall be paid to the LTA automatically through the ClubSpark Portal. The LTA will issue a VAT invoice to any VAT registered Coach, upon receipt of a valid UK VAT registration number. For any non-VAT registered Coaches, a VAT invoice is available on request. You acknowledge that a transaction fee of 2.8% and a booking fee of £0.25 will be charged on each £29.99 Participant fee, with the 2.8% transaction fee being

deducted from both Your £20 share and the LTA's £9.99 share of the fee, and the booking fee of £0.25 being deducted solely from Your £20 share.

- 1.5 If you have a ClubSpark Portal account then the Participant will be able to book the Tennis For Kids Course through Your own ClubSpark Portal account. If you do not have a ClubSpark Portal account then you will need to engage a Venue to act as your agent to administer bookings for the Tennis For Kids Course on Your behalf. Where You engage a Venue to administer bookings on your behalf then you agree to be held liable for the Venue's actions or omissions in connection with the administration of the bookings as if they were Your own acts or omissions.
- 1.6 You must at the time of uploading any sessions to the ClubSpark Portal and for the duration of Your delivery of the Tennis For Kids Course:
  - (i) hold a minimum coaching qualification of LTA Level 2 (or an equivalent recognised and approved in advance by the LTA);
  - (ii) be an LTA Accredited Coach or an LTA Accredited+ Coach;
  - (iii) have a valid and satisfactory (to the LTA) LTA DBS (or PVG) disclosure; and
  - (iv) have during the period of three years prior to delivering each session either completed an LTA Safeguarding and Protection in Tennis training course or, provided it was taken after 1 February 2017 (such date may change should the expected course contents change), Sports Coach UK's Safeguarding and Protecting Children and have up-to-date first aid training (to the reasonable satisfaction of the LTA).
- 1.7 You must deliver the Tennis For Kids Course at a Venue and comply with, and ensure that each Participant is made aware of, any Venue Terms.
- 1.8 You will use best endeavours to offer the six coaching sessions that make up the Tennis For Kids Course with each session lasting not less than 60 minutes and having space for up to ten Participants at each session. You will use best endeavours to integrate an element of family involvement in at least one of the six coaching sessions. You will ensure You use the Tennis For Kids Course lesson plans provided by the LTA to deliver high quality content. You will ensure You use the other support resources provided by the LTA (for example, this may include the attendance certificate and Participant activity sheets).
- 1.9 The LTA shall on your behalf deliver (through its contractor) a specially branded tennis racket and tennis clothing to each Participant. You must make sure You allow the Participants during each coaching session to use the specially branded tennis rackets and other equipment provided by the LTA. You must not offer for sale any equipment or clothing provided by the LTA as part of the Tennis For Kids Course (whether online or otherwise).
- 1.10 You will deliver the coaching sessions in a professional and high quality manner, with all due care and skill and in accordance with applicable LTA policies and procedures in place from time to time (including the British Tennis Safeguarding Policy (children and adults) and the British Tennis Equality and Diversity Policy, each of which is available on the LTA's website: <https://www.lta.org.uk/coach-teach/safe--inclusive-tennis/>.) You will uphold high standards of conduct and professionalism.
- 1.11 You can charge Participants for their Follow-on Course as long as it is offered at a discounted rate (to the equivalent cost at which such coaching would generally be made available) and a single price (with no additional fees, e.g. for equipment). Your proposal for a

Follow-on Course must be offered to all Participants and promoted to them (including on the ClubSpark Portal at the time of publication of Your Tennis For Kids Course sessions).

- 1.12 You must encourage new children to sign up to the Tennis For Kids Course and You must not recruit, and must ensure that the Venue does not recruit, Participants from Your (or their) existing (active) player base. The LTA will provide guidance and messaging around any waiting list.
- 1.13 If You have to cancel a Tennis For Kids Course, it will be Your responsibility to contact the Participants and to make reasonable alternative arrangements with them if needed. If a Participant is unable to attend the rescheduled Tennis For Kids Course, You will need to offer a refund to the Participant.
- 1.14 You (or the Venue on your behalf) must provide and update as is necessary all Tennis For Kids Course Information on the Participant Terms or directly through the ClubSpark Portal.
- 1.15 Once the Tennis For Kids Course ClubSpark Module on the ClubSpark Portal is operational, You must make sure that You (or the Venue on Your behalf) use that ClubSpark website (or the ClubSpark mobile app) to update attendance figures from Tennis For Kids Course sessions.
- 1.16 You will make sure that the Tennis For Kids Course is promoted in all reasonable online and offline media, including by the Venue through publication of Tennis For Kids Course Information on the ClubSpark Portal and by promoting 'taster sessions' in local schools (and where the ten spaces for Participants have not yet been filled by other promotional means).
- 1.17 The LTA has engaged Sportlabs to provide, as part of the ClubSpark Portal, an online tool to facilitate the promotion, booking and administration of the Tennis For Kids Course by tennis coaches. Information about Your Tennis For Kids Course will be provided by You to the LTA, which will assist You as appropriate in publicising the Tennis For Kids Course ClubSpark Module on the ClubSpark Portal. The ClubSpark Portal and each of its modules (as applicable) will be licensed directly to You (or, if applicable, the Venue) by Sportlabs (and not the LTA).
- 1.18 You warrant that:
  - 1.18.1 all Tennis For Kids Course Information will be accurate and comply with the LTA's instructions;
  - 1.18.2 that all Your (and, if applicable, the Venue's) communications with Participants are completed in a prompt way, to a professional standard, and in accordance with these terms;
  - 1.18.3 that the terms on which You make the Tennis For Kids Course (and any Follow-on Course) available are at least as favourable as those on which You offer similar coaching to players through any other channel; and
  - 1.18.4 that any Venue Terms won't be inconsistent with the provisions of this document.
- 1.19 You warrant that You will not use the Tennis For Kids Course ClubSpark Module (and ensure that the Venue (if applicable) does not use the Tennis For Kids Course ClubSpark Module) for any reason other than the administration of the Tennis For Kids Course or in any way that is unlawful, that might infringe any third party rights or that might bring the LTA or the sport of tennis into disrepute and that You will not circulate any unsolicited or unauthorised advertising or any material which contains software viruses or any other computer code, files or programs designed to interrupt or damage or limit the functionality of any computer software or hardware or telecommunications equipment.

- 1.20 The terms "personal data", "sensitive personal data", "process" and "data subject" will have the meanings given to them in the Data Protection Act 2018 (the **DPA**). You will comply (and, if applicable, ensure that the Venue complies) at all times with all relevant obligations under the DPA and the General Data Protection Regulation (EU) 2016/679 (as they may be amended or re-enacted from time to time) and any other applicable legislation, regulation or code of practice relating to privacy, data protection and/or direct marketing from time to time (together the "**Data Protection Rules**").
- 1.21 You won't (unless otherwise allowed in writing by the LTA) access or attempt to access or process in any way any personal data on the Tennis For Kids Course ClubSpark Module except relevant personal data about Participants who have booked Tennis For Kids Course coaching sessions ("**Participant Personal Data**"). You will process Participant Personal Data only to administer the Tennis For Kids Course and according with the LTA Privacy Policy (available at <https://www.lta.org.uk/about-us/what-we-do/governance-and-structure/policies-and-rules/privacy-policy/>), all Data Protection Rules and the consents in place at the time from Participants.
- 1.22 Without affecting the general nature of the previous paragraphs You, or the Venue (as applicable) won't (unless otherwise allowed in writing by the LTA) export Participant Personal Data from the Tennis For Kids Course ClubSpark Module except where necessary to administer the Tennis For Kids Course and You (and, if applicable, the Venue) won't keep any exported data longer than is necessary and You (and, if applicable, the Venue) will take appropriate technical and organisational security measures against unauthorised or unlawful processing of, or loss or damage to Participant Personal Data and won't access the Tennis For Kids Course ClubSpark Module or access, process or transfer Participant Personal Data via or exported from the Tennis For Kids Course ClubSpark Module outside the European Economic Area and You (and, if applicable, the Venue) will promptly inform the LTA of any complaint or request received in relation to Participant Personal Data, and (at the LTA's option) either respond to the complaint or request in accordance with the Data Protection Rules or provide all reasonable assistance to the LTA in doing so.
- 1.23 Your (and the Venue's) obligations in paragraph 1.22 will continue after termination/expiry of this Agreement in respect of any Participant Personal Data exported by You (or, if applicable, the Venue) from the Tennis For Kids Course ClubSpark Module or to which you continue to have access via the Tennis For Kids Course ClubSpark Module. Your access to all other Participant Personal Data will stop on termination/expiry of this Agreement.
- 1.24 The LTA won't be liable to You (or if applicable, the Venue) for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Tennis For Kids Course or Your (or, if applicable, the Venue's) use of the ClubSpark Portal, or from any misrepresentation, whether innocent or negligent, except to the extent that such liability may not be lawfully excluded.
- 1.25 Notwithstanding anything else contained in this document, the LTA and Sportlabs won't be liable to You (or, if applicable, the Venue) 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 (or, if applicable, the Venue's) failure to use the ClubSpark Portal strictly in accordance with the terms of this document (and any related agreement with the LTA and Sportlabs for the use of the ClubSpark Portal) or to provide accurate and up to date Tennis For Kids Course Information.
- 1.26 In the event that the LTA suffers loss as a result of Your provision of (or failure to provide) the Tennis For Kids Course (or any Follow-on Course), You shall indemnify, and keep indemnified, the LTA against all such losses (whether direct or indirect and howsoever incurred). You shall be

liable for, and keep the LTA indemnified against, any third party claim brought against, or loss, damage or expenses incurred by, the LTA that results from a breach by You (or the Venue) of paragraph 1.18 and/or 1.19.

1.27 The LTA can terminate this Agreement and Your provision of the Tennis For Kids Course will stop by notice in writing if; You commit a material or persistent breach of Your obligations in this Agreement or another agreement with the LTA; or You stop for any reason carrying on business; or the agreement between the LTA and Sportlabs under which Sportlabs agrees to provide the booking and administration facility for the Tennis For Kids Course is terminated; or the LTA decides that it is not appropriate for You to provide the Tennis For Kids Course; or the LTA gives at least 30 days' notice in writing to terminate this Agreement for any other reason.

1.28 On termination of this Agreement, the LTA can take down the Tennis For Kids Course Information and stop Your access to the Tennis For Kids Course ClubSpark Module and/or the ClubSpark Portal. You agree, however, that only if requested by the LTA in writing, Your obligations under this Agreement will remain in effect after such termination to the extent necessary to process any requests to book Tennis For Kids Course coaching sessions made by Participants prior to the date of termination.

1.29 You will keep any confidential information disclosed to You by the LTA strictly confidential. The LTA won't be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control, including any period during which access to the ClubSpark Portal is suspended, provided that it has made reasonable efforts to fulfil its obligations under this Agreement.

1.30 The terms of this document together with the terms of use of the LTA website (available on the LTA website) supersede all previous agreements in relation to the provision by the LTA of the Tennis For Kids Course, and are complete and exclusive. This document supersedes any prior agreements, representations, arrangements or undertakings in relation to such subject matter, provided that nothing in this paragraph will exclude or limit liability for fraudulent misrepresentation. Except as otherwise provided, no addition or amendment of the terms of this Agreement shall be effective, unless in writing and signed or accepted by the LTA. This Agreement is governed by the laws of England and any issues arising shall be dealt with only by the English courts. The LTA can modify the terms of this document at any time by service of not less than 5 days' notice on You.

1.31 In the event that any provision of this document is held to be illegal, invalid, void or unenforceable, it will be separated from the rest of this document which will continue in full force and effect. Failure or neglect by either party to enforce any provision of this document won't be construed or deemed to be a waiver of a party's rights under this document and won't prejudice that party's rights to take subsequent action.

1.32 You won't, without the prior written consent of the LTA, assign, sub-license, sub-contract or otherwise transfer to any third party any of Your rights or obligations under this Agreement (although this won't affect Your obligations to ensure that any coach complies with these terms to the extent necessary to provide the Tennis For Kids Course in a professional manner for all Participants).

1.33 In this document the terms below have the following meanings:

**"Agreement"** means the agreement between LTA and You for the provision of the Tennis For Kids Course, governed by these terms and conditions;

**"ClubSpark Portal"** means the system, made available by Sportlabs, for the promotion, booking and administration of tennis related activities, including the Tennis For Kids Course;

**"Follow-on Course"** means the series of coaching sessions, training and related events which You will offer to Participants at a discount (in accordance with paragraph 1.8);

**"LTA Accredited Coach"** means a coach who has received accreditation from the LTA demonstrating that such coach meets certain requirements relating to safety and training;

**"LTA Accredited+ Coach"** means a coach who has received accreditation from the LTA demonstrating that such coach meets certain requirements relating to safety and training and such accreditation is of a higher level than an LTA Accredited Coach;

**"Participant Terms"** means the Tennis For Kids Participant Terms at Annex 1 of this Agreement;

**"Tennis For Kids Brand"** the name, logo, branding and goodwill associated with the *Tennis For Kids Course* that may be used by You in accordance with the terms of this Agreement;

**"Tennis For Kids Course"** means the programme of six junior tennis coaching sessions (each session being a minimum of 60 minutes) for children between four and eleven years old, created and documented by the LTA, as more particularly described at the LTA training days;

**"Tennis For Kids Course Information"** means information about You, the Venue and any other details relating to Your offering for the Tennis For Kids Course which a Participant may need or reasonably wish to know before booking to participate in a Tennis For Kids Course with You, as may be set out on a relevant information page on the ClubSpark Portal in respect of each coaching service, playing opportunity and training session offered by You;

**"Tennis For Kids Course ClubSpark Module"** means the module on the ClubSpark Portal made available for administration of the Tennis For Kids Course through which Participants may review, select and apply to receive the Tennis For Kids Course coaching services and You (or the Venue on Your behalf) can advertise and manage the Tennis For Kids Course Information by creating and updating the relevant pages on this system;

**"Participants"** means individuals registered with You to attend a Tennis For Kids Course coaching session (and **"Participant"** means any one of them) and/or the parents and/or guardians who may make a booking on behalf of the individuals seeking to attend a session;

**"Venue"** means either:

- (i) the LTA registered venue;
- (ii) the educational venue (including, but not limited to, schools, universities or colleges); or
- (iii) the park or community venue that meets the LTA's minimum safeguarding standards, where You will provide the Tennis For Kids Course;

**"Venue Terms"** means the terms and conditions, if any, governing the Venue's hosting of Tennis For Kids Courses at its premises, a copy of which you should make available to each Participant before they complete their registration for the Tennis For Kids Course (if applicable);

**"You"** means you, the coach who is hosting and/or providing the Tennis For Kids Course (and **"Your"** shall be construed accordingly).