

Tennis For Kids Course - Participant Terms and Conditions

These participant terms and conditions (the **Terms and Conditions**) are entered into between You, the Provider and Sportlabs. You confirm that you have parental responsibility for the Participant and that You will be bound by these Terms and Conditions.

1. Definitions

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

“**Booking**” means any contract for the provision of Tennis For Kids Courses to the Participant which You make through the Website and in accordance with these Terms and Conditions;

“**ClubSpark Portal**” means the system, made available by Sportlabs, for the promotion, booking and administration of the Tennis For Kids Courses, and the Tennis For Kids Course through which You may review, select and apply to make the Booking;

“**Course Fee**” means the fee of £29.99, per Participant, for a Participant to attend a Tennis For Kids Course (which includes a transaction fee, postage and packaging fee and a booking fee and is treated as inclusive of VAT);

“**Information Page**” means the relevant page of the Website which lists the specific details of each offering (in each case by the Provider or the Venue, on behalf of the Provider) of Tennis For Kids Courses (for example, the name and contact details of the relevant Provider and/or Venue and the dates, times and locations of the Tennis For Kids Courses);

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

“**the Participant**” means the new child booked on to the Tennis For Kids Course by You;

“**Provider**” means the qualified tennis coach and/or assistant coach who is providing the Tennis For Kids Courses, as stated within the applicable part of the Website, as selected by You;

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

“**Tennis For Kids Course**” means the coaching sessions as advertised by the Provider through the Website (and in each case as more particularly described within an Information Page), and as selected by You as part of the Booking;

“**Tennis For Kids Registration**” means Your registration within the Tennis For Kids Course on the ClubSpark Portal, in order to view and, at your choosing from time to time, make Bookings for the Tennis For Kids Courses which may be advertised on the Tennis For Kids module from time to time;

“**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 the Tennis For Kids Course will be provided;

“**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 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 the parent / guardian of the Participant, and “**Your**” shall be construed accordingly.

2. Terms and Conditions

2.1 Any person wishing to make a Booking for Tennis For Kids Courses through the Website must accept these Terms and Conditions with the Provider and Sportlabs. These Terms and Conditions shall apply to the provision of the Tennis For Kids Course to the Participant booked by You through the Website and, if You make a Booking, the relevant details listed in the Information Page and any applicable Venue Terms (which shall if so applicable also apply) to the exclusion of all other terms and conditions.

2.2 The ClubSpark Portal and each of its constituent modules (as applicable) are licensed directly to You by Sportlabs and not the Provider, and it is Sportlabs which facilitates transactions between You and any Provider, and, if applicable, facilitates payments on behalf of the Provider.

2.4 By ticking the terms and conditions box as part of Your Booking of Tennis For Kids Courses 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 Tennis For Kids 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 Tennis For Kids Courses via the Website. You authorise Sportlabs to use such information to verify Your information. 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 booking and administrative modules of the Website for the purposes of concluding Bookings with the Provider for the provision of Tennis For Kids Courses and (where applicable) administering those Bookings once You have booked them.

4. Information on Tennis For Kids Courses

4.1 ClubSpark grants You a limited, non-transferable licence to make use of the Website for the purposes of viewing such information about Tennis For Kids Courses (including Information Pages).

4.2 The Provider shall present You with certain information (including practical information about your Booking) relating to the supply of its Tennis For Kids Course. This information is normally set out in the relevant Information Page but please contact the Provider directly if you feel that any of this information is missing or has been inadequately provided.

5. Bookings for Tennis For Kids Courses

5.1 The Booking of the Tennis For Kids Course is made by You directly with the Provider. Sportlabs and in some instances, the Venue (through their ClubSpark portal account), facilitates the Booking between You and any Provider by means of the Website but neither Sportlabs, nor the Venue (or the LTA) is the recipient or provider of any service offered and/or made available by any Provider through the Website. Notwithstanding conclusion of contracts between You and any Provider by means of the Website, Sportlabs (and where applicable, the Venue) acts as limited

agent for You to conclude the contract with the Provider and enforcement of any contractual obligation relating to the provision of any Tennis For Kids Courses is the exclusive responsibility of You and the Provider concerned.

5.2 In some instances, the Venue will be acting as the Provider's agent in processing Your Booking, in which case the Provider shall be liable for the Venue's actions and omissions in connection to the processing of Your Booking as if they were the Provider's own actions and omissions. You acknowledge and agree that Your Booking is with the Provider, notwithstanding the Venue's involvement in processing the Booking.

5.3 The Provider shall be responsible for securing the use of the Venue at which to host their provision of the Tennis For Kids Course. Bookings shall in addition be subject to, if applicable, the Venue Terms of the Venue in question.

5.4 Only children who are new to tennis and who are between the ages of 4 and 11 (inclusive) on the first day that the particular Tennis For Kids Course is due to start are entitled to book on to a Tennis For Kids Course. New to tennis means that the child has never played tennis or only played a few times and is not a member of a tennis club and/or has not attended or is not attending a regular tennis programme.

5.5 Participants may not book on to more than one Tennis For Kids Course in any six-month period. Should a Participant do so, the Provider has the right to cancel one or more of the places booked for the Participant.

5.6 The Provider shall provide the Tennis For Kids Course to the Participant in a professional and high quality manner, with all due skill and care, and in accordance with all applicable LTA policies and procedures in place from time to time.

5.7 Participants who make a Booking and do not cancel their Booking will be entitled to a tennis racket and certain tennis clothing which will be dispatched to the stated address. You may be given the option to provide preferences for sizes but the Provider is not obliged to meet those preferences. The Provider (or its agent) shall use reasonable endeavours to deliver the racket and clothing within 15 working days of the Booking being made and shall use the postage and packaging fee of £4.99 per Participant included in the Course Fee. No returns and/or exchanges of the racket or clothing are permitted.

6. Booking mechanics

6.1 You must make Your order for the Booking via the Website. The Provider's acceptance of Your order for the Booking will take place when You receive an email from the Provider (facilitated by Sportslabs) confirming your Booking, at which point this contract will come into existence between You and the Provider.

6.2 If the Provider cannot accept the Booking, it will inform You of this in writing and will not charge you the Course Fee.

6.3 Payment of the Course Fee must be made via the Website.

6.4 The Booking contract shall consist of these terms and conditions, the email Sportslabs sends You on behalf of the Provider confirming acceptance of Your offer, the applicable details within the relevant Information Page provided by the Provider and the Venue Terms, if applicable.

6.5 For the avoidance of doubt, You may only make Bookings for Tennis For Kids Courses for the Participants where you have parental responsibility for them. You agree to be bound by these Terms and Conditions.

7. Cancellation

7.1 You will receive a refund of the Course Fee (except for the transaction fee and booking fee (which may change from time to time, such amounts being communicated to you)) if you cancel your Booking within 48 hours of You making your Booking on the ClubSpark Portal but before the time that the first session of your Tennis For Kids Course was due to start.

7.2 Except as set out in paragraph 7.1 above, the Course Fee is non-refundable in the event of Your cancellation of the Booking.

7.3 However, if You wish to cancel your Booking, we ask that You must cancel the Booking via the "My Bookings" page on the ClubSpark Portal, as soon as possible after making the Booking, to allow the Provider to offer the Tennis For Kids Courses to others.

7.4 Tennis For Kids sessions may be postponed due to bad weather or other reasons beyond the control of the Provider (in which case no refund will be available).

7.5 The Provider will use best endeavours to honour the dates provided in Your Booking. However, if, for any reason, the Provider cancels the Booking or is required to change the dates of your Booking and You are unable (or do not wish to accept) the new dates, the Provider will offer You a refund of the Course Fee (except for the transaction fee, postage and packaging fee and booking fee charged on each Participant).

8. Limitation of liability

8.1 You acknowledge and agree that the Provider uses the ClubSpark Portal and the Website merely to facilitate the booking of Tennis For Kids Courses 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 Tennis For Kids Courses or any of the Provider's other offerings or facilities advertised through the Website or the ClubSpark Portal.

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 Notwithstanding anything else contained in this Agreement, Sportlabs shall not be liable to You or the Participant 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.

8.4 Sportlabs does not exclude liability for death or personal injury caused by its negligence.

8.5 The Provider is responsible for loss or damage You or the Participant suffers that is a foreseeable result of the Provider's breach of this contract or its failing to use reasonable care and skill.

9. Data Protection Act 2018

9.1 Each of the Provider and Sportlabs confirms that it will process Your and the Participant's personal data in accordance with the Data Protection Act 2018 and the General Data Protection

Regulation (EU) 2016/679 (as 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**") and in accordance with the 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/>). You agree that the LTA, the Venue, Sportlabs and the Provider may process Your and the Participant's personal data to provide the ClubSpark Portal, process the Booking and provide the Tennis For Kids Courses (as applicable) and for any other purpose You agree to.

10. General

10.1 Force Majeure. Neither the Provider 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, and the Information Page set out the whole of the Provider's and Sportlabs' agreement relating to Your Booking in respect of the provision of the Tennis For Kids Courses by the Provider. Nothing said by any person on the Provider's 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 Provider. Except for fraud or fraudulent misrepresentation, neither the Provider nor Sportlabs shall have any liability for any such representation being untrue or misleading.

10.3 Variation. The Provider 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, Sportlabs and the Provider 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 Sportlabs. If you need to contact 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 support@clubspark.com.

Sportlabs Technology Limited
The Courtyard
7 Francis Grove
Wimbledon

London, SW19 4DW

10.10 Contacting the Provider. If you need to contact the Provider about these terms and conditions or the Booking, you may contact the Provider using the details provided on the Information Page.