

LTA Youth Start Course – Coach Terms and Conditions

From 2019, there will no longer be an application process for coaches who wish to deliver the LTA Youth Start Course. In order to be eligible to deliver the LTA Youth Start 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 LTA Youth Start (formerly Tennis for Kids) Course in 2018 (a **Training Day**), You will need to complete the LTA Youth Start 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 LTA Youth Start Course without completing the Online Training, subject to satisfying the remainder of these terms and conditions; or
- (c) If you are a new coach, You will need to complete the LTA Youth Start online training (the Online Training) provided by the LTA and must satisfy 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course under the LTA Youth Start 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 LTA Youth Start Course on the Participant Terms annexed to this Agreement.
- 1.4 You will provide the LTA Youth Start Course to Participants for a fee of £34.99 per Participant, £5 of which is postage and packaging (no additional fees may be charged). Where Coaches are registered for UK VAT, the £29.99 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 £9.99, which is inclusive of any VAT, for each Participant who registers for the LTA Youth Start Course and a postage and packaging fee of £5 for each Participant who registers for the LTA Youth Start 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 £34.99 Participant fee, with the 2.8% transaction fee being deducted from both Your £20 share and the LTA's £14.99 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course with each session lasting not less than 60 minutes and having space for up to ten Participants at each session, or up to sixteen Participants if you have a second qualified coach delivering the Course. 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 LTA Youth Start 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 LTA Youth Start 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/about-us/what-we-do/governance-and-structure/policies-and-rules/> 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 LTA Youth Start Course sessions).
- 1.12 You must encourage new children to sign up to the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course, You will need to offer a partial or full refund to the Participant.
- 1.14 You (or the Venue on your behalf) must provide and update as is necessary all LTA Youth Start Course Information on the Participant Terms or directly through the ClubSpark Portal.
- ~~1.15~~ Once the LTA Youth Start 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 LTA Youth Start Course sessions.
- 1.16 You will make sure that the LTA Youth Start Course is promoted in all reasonable online and offline media, including by the Venue through publication of LTA Youth Start Course Information on the ClubSpark Portal and by promoting 'taster sessions' in local schools (and where the ten to sixteen 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 LTA Youth Start Course by tennis coaches. Information about Your LTA Youth Start Course will be provided by You to the LTA, which will assist You as appropriate in publicising the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course ClubSpark Module (and ensure that the Venue (if applicable) does not use the LTA Youth Start Course ClubSpark Module) for any reason other than the administration of the LTA Youth Start 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 LTA Youth Start Course ClubSpark Module except relevant personal data about Participants who have booked LTA Youth Start Course coaching sessions ("**Participant Personal Data**"). You will process Participant Personal Data only to administer the LTA Youth Start 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 LTA Youth Start Course ClubSpark Module except where necessary to administer the LTA Youth Start 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 LTA Youth Start Course ClubSpark Module or access, process or transfer Participant Personal Data via or exported from the LTA Youth Start 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 LTA Youth Start Course ClubSpark Module or to which you continue to have access via the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course Information.

1.26 In the event that the LTA suffers loss as a result of Your provision of (or failure to provide) the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course is terminated; or the LTA decides that it is not appropriate for You to provide the LTA Youth Start 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 LTA Youth Start Course Information and stop Your access to the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Participant Terms at Annex 1 of this Agreement;

“LTA Youth Start Brand” the name, logo, branding and goodwill associated with the *LTA Youth Start Course* that may be used by You in accordance with the terms of this Agreement;

“LTA Youth Start 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;

“LTA Youth Start Course Information” means information about You, the Venue and any other details relating to Your offering for the LTA Youth Start Course which a Participant may need or reasonably wish to know before booking to participate in a LTA Youth Start 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;

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

“Participants” means individuals registered with You to attend a LTA Youth Start 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 LTA Youth Start Course;

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

“You” means you, the coach who is hosting and/or providing the LTA Youth Start Course (and **“Your”** shall be construed accordingly).

Annex 1

LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Courses, and the LTA Youth Start Course through which You may review, select and apply to make the Booking;

“**Course Fee**” means the fee of £34.99, per Participant, for a Participant to attend a LTA Youth Start 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 LTA Youth Start Courses (for example, the name and contact details of the relevant Provider and/or Venue and the dates, times and locations of the LTA Youth Start 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 child booked on to the LTA Youth Start Course by You;

“**Provider**” means the qualified tennis coach and/or assistant coach who is providing the LTA Youth Start 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);

“**LTA Youth Start 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;

“**LTA Youth Start Registration**” means Your registration within the LTA Youth Start Course on the ClubSpark Portal, in order to view and, at your choosing from time to time, make Bookings for the LTA Youth Start Courses which may be advertised on the LTA Youth Start 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 LTA Youth Start Course will be provided;

“**Venue Terms**” means the terms and conditions, if any, governing the Venue's hosting of LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Courses and (where applicable) administering those Bookings once You have booked them.

4. Information on LTA Youth Start Courses

4.1 ClubSpark grants You a limited, non-transferable licence to make use of the Website for the purpose of viewing such information about LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Courses

5.1 The Booking of the LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start Course is due to start are entitled to book on to a LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 change of mind returns and/or exchanges of the racket or clothing are permitted, including for incorrect clothing size selected at the time of booking.

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, they 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 LTA Youth Start 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 LTA Youth Start Course is 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 LTA Youth Start Course to others.

7.4 LTA Youth Start 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 or part refund of the Course Fee (except for the transaction fee, postage and packaging fee and booking fee charged for 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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 LTA Youth Start 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, Sportslabs 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.