

## Tennis For Kids 2017 – Participant Terms

These Terms and Conditions are entered into between You, the LTA 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 2017 Courses to the Participant which You make through the Website;

“**Providers**” means the venues which are hosting and/or providing the Tennis For Kids 2017 Courses, as stated within the applicable part of the Website, and as selected by You (and “**Provider**” means any one of them);

“**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 2017 course through which You may review, select and apply to make Bookings for the Tennis For Kids 2017 Courses for the Participant;

“**Information Page**” means the relevant page of the Website which lists the specific details of each offering (in each case by a Provider from time to time) of Tennis For Kids 2017 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 2017 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 2017 Course by You;

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

“**Tennis For Kids 2017 Course**” means the coaching sessions as advertised by Providers through the Website (and in each case as more particularly described within an Information Page), and as selected by You from time to time for the Participant;

“**TFK 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, making Bookings for the Tennis For Kids 2017 Courses which may be advertised on the Tennis For Kids 2017 module from time to time;

“**Venue**” means the owner and/or operator (as applicable) of the tennis club, court or other venue where any Tennis For Kids 2017 Courses are to be provided (if such Tennis For Kids 2017 Courses are not provided at the Provider’s own premises);

“**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](http://clubspark.lta.org.uk);

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

## **2. Terms and Conditions**

- 2.1 Any person wishing to make a Booking for Tennis For Kids 2017 Courses 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 provision of the Tennis For Kids 2017 Course to the Participant booked by You through the Website, to the exclusion of all other terms and conditions with the exception of the LTA Website Terms and Conditions and the LTA Privacy Policy (each of which shall also apply) and, if You make a Booking, the relevant details listed in the Information Page and any applicable Venue Terms (which shall if so applicable also apply).
- 2.2 The LTA has commissioned Sportlabs to provide, as part of the ClubSpark Portal, an online tool to facilitate the promotion, booking and administration of Tennis For Kids 2017 Courses by members of the public (on behalf of the Participant). The ClubSpark Portal and each of its constituent modules (as applicable) are licensed directly to You by Sportlabs and not the LTA, and it is Sportlabs which facilitates transactions between You and any Provider, and, if applicable, facilitates payments on behalf of the Provider.
- 2.3 If You make a Booking for Tennis For Kids 2017 Courses, You will enter into a contract with the relevant Provider. Sportlabs will facilitate that transaction by means of the ClubSpark Portal, but is not itself a party to that contract. You should also refer to the relevant Information Page and any applicable Venue Terms before concluding any Booking.
- 2.4 By ticking the terms and conditions box as part of Your Booking of Tennis For Kids 2017 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 TFK 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.
- 2.5 The Participant will not be entitled to receive the free branded tennis racket if they do not attend at least four of the six initial coaching sessions on the Tennis For Kids 2017 Course.

## **3. Licence to use the ClubSpark Portal**

- 3.1 You must provide true, complete and accurate information when booking Tennis For Kids 2017 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 Providers for the provision of Tennis For Kids 2017 Courses and (where applicable) administering those Bookings once You have booked them.

## **4. Information on Tennis For Kids Courses**

- 4.1 The LTA permits Providers to provide information about and advertise their Tennis For Kids 2017 Courses using the ClubSpark Portal and the Website. The LTA grants You a limited, non-transferable licence to make use of the Website for the purposes of viewing such information about Tennis For Kids 2017 Courses (including Information Pages).
- 4.2 As the information is provided by the Providers, the LTA can make no representation and gives no assurance as to accuracy of information presented by Providers through the Website.

- 4.3 Providers must present You with certain information (including practical information about your Booking) before concluding a contract with You for the supply of Tennis For Kids 2017 Courses. This information is normally set out in the relevant Information Page but please contact the Providers 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 A Booking of any Tennis For Kids 2017 Courses shall be made by You directly with the Provider. Sportlabs facilitates the Booking between You and any Provider by means of the Website but neither Sportlabs nor 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 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 2017 Courses is the exclusive responsibility of You and the Provider concerned.
- 5.2 Bookings shall in addition be subject to, if applicable, the Venue Terms of the Venue in question.
- 5.3 Only children who are new to tennis are entitled to book on to a Tennis For Kids 2017 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 attending or is not attending a regular tennis programme.
- 5.5 Participants must not be booked on to more than one Tennis For Kids 2017 Course. Should a Participant do so, the LTA has the right to cancel one or more of the places booked for the Participant.

## **6. Booking mechanics**

- 6.1 Tennis For Kids 2017 Courses will be provided to the Participants free of charge and no booking fee or transaction fee shall apply.
- 6.2 The Booking contract shall consist of these terms and conditions, the email Sportlabs 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.
- 6.3 For the avoidance of doubt, You may make bookings for Tennis For Kids 2017 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 may cancel a booking for Tennis For Kids 2017 Courses at any time and without liability to the Provider in question.
- 7.2 If You wish to cancel your Booking, you must cancel the Booking via the "My Bookings" page on the ClubSpark Portal, as soon as possible after making the Booking, as the Provider may need to offer the Tennis For Kids 2017 Courses to others.
- 7.3 Tennis For Kids 2017 sessions may be cancelled due to bad weather or other reasons beyond the control of the Provider.

## **8. Limitation of liability**

- 8.1 You acknowledge and agree that the LTA and Sportlabs use the ClubSpark Portal and the Website merely to facilitate the booking of Tennis For Kids 2017 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 2017 Courses or any of the Provider's other offerings or facilities advertised through the Website or the ClubSpark Portal. Liability for the provision and management of Tennis For Kids 2017 Courses remains the sole responsibility of the Provider in question.
- 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 or the Participant 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 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.
- 8.5 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 and the Participant's personal data in accordance with the Data Protection Act 1998. You agree that the LTA, 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 2017 Courses (as applicable) and for any other purpose You agree to.

## **10. General**

- 10.1 Force Majeure. Neither the LTA nor Sportlabs shall be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control, including any period during which access to the Website is suspended, provided that such party has made reasonable efforts to fulfil its obligations under this Agreement.
- 10.2 Entire Agreement. These terms and conditions, together with the LTA Website Terms and Conditions and the LTA Privacy Policy, set out the whole of our agreement relating to use of the Website to contract for Tennis For Kids 2017 Courses with the exception of the Information Page, where applicable, the Venue Terms, where you make a Booking and there only in respect of the provision of the Tennis For Kids 2017 Courses by the Provider. Nothing said by any person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods/services offered by the LTA. Except for fraud or fraudulent misrepresentation, neither the LTA nor Sportlabs shall have any liability for any such representation being untrue or misleading.

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

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