

## LAWN TENNIS ASSOCIATION

### LTA PRESIDENT'S SUITE HOSPITALITY TERMS AND CONDITIONS

LTA Operations Limited is a company registered in England under company number 07475460, whose registered office is at The National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ, and whose VAT number is GB115105662 (the "LTA"). The LTA operates the hospitality space known as The LTA President's Suite, during The Championships, Wimbledon (the "Event"), held at the All England Lawn Tennis Club, Church Road, Wimbledon, London SW19 5AE (the "Venue"). The Event is owned and staged by The All England Lawn Tennis Club (Championships) Limited incorporated and registered in England and Wales with number 7546773 with its registered office at Church Road, Wimbledon, England SW19 5AE (the "AELTC").

#### 1. Understanding these terms

- 1.1 These terms and conditions ("**Terms and Conditions**") set out the terms on which you may purchase and utilise hospitality places at the Event selected during the Order (as defined in Clause 2.1 below) process (each being a "**Hospitality Place**"). Hospitality Places may only be purchased via the LTA's ticket purchasing platform available through the LTA's website ("**Ticketing Platform**", website available [here](#) ("**Website**")), as further detailed in Clause 2.
- 1.2 When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms and Conditions, when we refer to "**we**", "**us**" or "**our**", we mean the LTA; and when we refer to "**you**" or "**your**" we mean either:
  - 1.3.1 consumers, being individuals acting for purposes that are wholly or mainly outside of their trade, business, craft or profession; or
  - 1.3.2 "**Professional Users**", being individuals or entities seeking to purchase and/or use a Hospitality Place for purposes related to their trade, business, craft or profession (and any individual purchasing a Hospitality Place on behalf of a Professional User warrants to the LTA that it has the power and authority to bind the Professional User on whose behalf it is purchasing such Hospitality Place).
- 1.4 Please note, however, that certain functions made available on the Ticketing Platform may be governed by additional terms and conditions, including (for example) the terms of use of the Website (available [here](#)).
- 1.5 In addition to Clause 1.4 above, please note that we only use your personal information in accordance with our privacy and cookies policy (available [here](#)) and that the Website uses cookies, the use of which is governed by our privacy and cookies policy.

#### 2. Ordering Hospitality Places

- 2.1 To place an order for Hospitality Places via the Ticketing Platform (an "**Order**"), you must have a registered account on the Ticketing Platform (a "**TP Account**") and be at least 18 years old or, if you are below 18 years of age, have the permission of your parent or legal guardian. You must keep the login details for your TP Account secure and confidential. Please note that your eligibility to use the Hospitality Places that you have purchased is as set out in Clause 4.
- 2.2 If you are a consumer, please note that any Hospitality Places you purchase are intended for domestic, private and non-commercial use and by making a purchase through the Ticketing Platform and accepting these Terms and Conditions, you represent to us that you are acting as a consumer and not for purposes relating to your trade, business, craft or profession.

- 2.3 Follow the process set out on the Ticketing Platform in order to submit an Order. You should check all of the information that you enter and correct any errors before submitting your Order, as once your Order is submitted we will begin processing it immediately.
- 2.4 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "**Confirmation Email**"). These Terms and Conditions and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate these Terms and Conditions and shall be a new and separate contract between you and us ("**Contract**").
- 2.5 Please note that:
- 2.5.1 you may only make one purchase of up to 10 Hospitality Places per day; and
- 2.5.2 purchase of Hospitality Places is limited to those individuals who the LTA grants such rights to including certain LTA Advantage Members.
- 2.5.3 the court tickets are not included in the purchase of a LTA President's Suite hospitality package and it is mandatory to have a valid court ticket or ground pass on the day to access the LTA President's Suite.

### **3. Payment**

- 3.1 The prices for Hospitality Places are set out on the Ticketing Platform and are inclusive of VAT.
- 3.2 It is always possible that, despite our best efforts, some of the Hospitality Places may be incorrectly priced. We will normally check prices before accepting your Order so that, where the correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.
- 3.3 If your payment is not authorised, your Order will not be fulfilled.

### **4. Eligibility to use Hospitality Places**

- 4.1 You may only purchase Hospitality Places in your own name and must provide the names of any other natural person who will make use of any hospitality (each a "**Guest**").
- 4.2 A Hospitality Place does not permit entry to the Event or the Venue. You and each Guest must have a valid ticket to the Event for the same day of the Event on which you have purchased the Hospitality Places. Such ticket must be used in accordance with the relevant terms and conditions of sale published by AELTC, and the conditions of entry published by AELTC (with such terms and conditions of sale and conditions of entry together being the "Ticket Terms"). Please note that the Ticket Terms include restrictions on transfer, a retention of title (such that the ticket remains the property at all time of AELTC), and provisions that allow for holders of tickets that have been the subject of unauthorised transfer or other breaches of the Ticket Terms to be refused entry to, or ejected from, the Event.
- 4.3 If you or a Guest are refused entry to or are ejected from the Event and/or the Venue by AELTC you will not be able to use the Hospitality Places. You will not be entitled to a refund or compensation.

### **5. Restrictions on transfer of Hospitality Places**

- 5.1 Save as expressly set out in this Agreement, Hospitality **Places** are non-refundable and cannot be exchanged or transferred.

- 5.2 We issue the Hospitality Places to you for your and your Guests' sole use. You shall not, and shall procure that each of your Guests shall not, resell, assign or (save as set out in this Clause 5) transfer their Hospitality Place (or the benefit of it or them) to any other person without our prior written consent. References in these Terms and Conditions to reselling Hospitality Places includes offering to sell a Hospitality Place, exposing a Hospitality Place for sale, making a Hospitality Place available for sale by another person and/or advertising that a Hospitality Place is available for purchase. For the avoidance of doubt (and by way of example only), a Hospitality Place may not be offered as a prize in any promotion or competition or transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service or used for any other commercial purpose save as expressly authorised by us.
- 5.3 The Confirmation Email and valid ticket to the Event must be produced together with evidence of your (or your Guest's, as applicable) identity if required to do so by any official, steward or employee of the LTA, AELTC or any police officer.
- 5.4 We reserve the right to cancel or withdraw your right to use the Hospitality Places at any time (with no refund or compensation due) if we reasonably suspect that you and/or any Guest has breached these Terms and Conditions and/or the Ticket Terms. We also reserve the right to cancel any places that are transferred in breach of this Clause 5.

## **6. Permitted use of Hospitality Places**

### General

- 6.1 You shall procure compliance by your Guest(s) with these Terms and Conditions and the Ticket Terms. If any Guest breaches these Terms and Conditions and/or the Ticket Terms, you and such Guest shall both be individually and collectively liable to us. You and/or your Guest may be refused admission to or ejected from the LTA President's Suite and/or the Venue without compensation if you and/or any Guest are in breach of these Terms and Conditions and/or the Ticket Terms.
- 6.2 Any misconduct by you or any Guest, in a manner which we consider is detrimental to its interests or is likely (in our reasonable opinion) to bring tennis or the LTA/AELTC into disrepute, shall permit us to (in each case without compensation):
- 6.2.1 confiscate or forfeit any Hospitality Place(s);
  - 6.2.2 eject you and/or any Guest from the Event and/or Venue; and/or
  - 6.2.3 ban you and/or any Guest from attending future Events and any other LTA events for such period of time as we deem appropriate.
- 6.3 We reserve the right to refuse admission to, or eject from, the LTA President's Suite and/or the Venue any person who fails to comply with these Terms and Conditions and/or the Ticket Terms and any such person shall become a trespasser immediately upon such failure to comply with these Terms and Conditions and/or the Ticket Terms.
- 6.4 You and/or any Guest may be required at any time whilst at the Venue to deliver up their Confirmation Email for inspection by us and to prove that they are entitled to use the relevant Hospitality Place and/or ticket in accordance with these Terms and Conditions and the Ticket Terms.
- 6.5 You assume full and absolute responsibility for all Hospitality Places allocated to you, including for any advertisement, offer for sale or transfer and/or sale or transfer of hospitality places (or for any other breach of these Terms and Conditions), whether or not such advertisement, offer for sale or transfer and/or sale or transfer (or other breach of these Terms and Conditions) takes place with your knowledge.

### Prohibited conduct

- 6.6 Hospitality Places must be used on the day of the Event shown on the Confirmation Email. Any person seeking to gain access to the LTA President's Suite on a day other than that shown on their Confirmation Email will be refused entry.
- 6.7 Hospitality(s) shall not be:
- 6.7.1 used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
  - 6.7.2 used as a prize (or part of a prize) in any contest, competition, promotional game of chance, lottery or sweepstake;
  - 6.7.3 combined with and sold or transferred as part of any package of goods or services; or
  - 6.7.4 combined with and sold or transferred as part of any travel, accommodation or package.
- 6.8 The following actions shall constitute a serious breach of these Terms and Conditions:
- 6.8.1 the sale or transfer of Hospitality Places to any person;
  - 6.8.2 the deliberate misuse of Hospitality Places;
  - 6.8.3 the supply of any misleading or incorrect information in any Order and/or other application or form relating to any Hospitality Places or your and/or any Guest's attendance at the Event; and
  - 6.8.4 any failure to pay or default of payment in respect of any sums owing to us (or any third party) in respect of any hospitality.
- 6.9 You must answer promptly and truthfully any question concerning any Hospitality Place from the LTA (or any of its representatives) and/or the AELTC.

## **7. Alterations to the Event**

- 7.1 We shall not be liable for any refund, loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of circumstances beyond our reasonable control. Please note that:
- 7.1.1 the cancellation of the Event;
  - 7.1.2 the staging of the Event behind closed doors or with reduced capacity; and/or
  - 7.1.3 the rules, regulations and/or advice of any government and/or other regulatory body requiring or recommending that access to the Event is limited to certain persons,

would each constitute circumstances beyond the control of the LTA (because the organisation of the Event is a matter solely for the AELTC).

## **8. Cancellation and refunds**

### Your legal rights

- 8.1 You do not have a right to cancel a Contract and receive a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### Unfulfilled Orders

- 8.2 If, due to unforeseen circumstances, we are unable to fulfil your Order or any of the Hospitality Places within in a particular Order, we will refund the value of Hospitality Place(s) that we were unable to fulfil. You may obtain a refund by contacting us (see Clause 14 for the contact details).

#### Lost Confirmation Email

- 8.3 Where you or a Guest is unable to access their Confirmation Email on the day of the Event for any reason we shall (subject to ascertaining and verifying the circumstances in which you are not able to access the email), work with you to provide a suitable solution.

#### Other refunds

- 8.4 If you or a Guest are unable to attend for any reason, you may contact us using the details set out in Clause 14 and we shall consider such refund request in our sole and absolute discretion. Please note that any decision to offer a full or partial refund shall be at our sole and absolute discretion.

#### Refund process

- 8.5 All refunds will be processed via the Ticketing Platform within 28 days of such refund being confirmed by us. If you request a refund to your bank such refund will be processed using the bank details you provided in order to purchase the applicable hospitality table(s).
- 8.6 It is your responsibility to inform the LTA of any change of address, contact phone number or email address, both before and after receipt of the Confirmation Email. The LTA accepts no liability for your failure to do so.

### **9. LIABILITY**

- 9.1 Nothing in these Terms and Conditions excludes or limits our liability for:

- 9.1.1 death or personal injury caused by our negligence;
- 9.1.2 fraud or fraudulent misrepresentation; and
- 9.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

- 9.2 If you are a Professional User then, subject to Clause 9.1:

- 9.2.1 in no event shall the LTA be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
- 9.2.2 the LTA's total aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to the value of your Order.

- 9.3 If you are a consumer then, subject to Clause 9.1:

- 9.3.1 you agree not to use any hospitality for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- 9.3.2 if the LTA fails to comply with these Terms and Conditions, the LTA is responsible for loss or damage you suffers that is a foreseeable result of the LTA's breach of these Terms and Conditions or its negligence, but the LTA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an

obvious consequence of the LTA's breach or if it was contemplated you and the LTA at the time that these Terms and Conditions became binding on both the LTA and you;

9.3.3 nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office; and

9.3.4 the LTA's total aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to the value of your Order.

## **10. Suspension, termination and enforcement of these Terms and Conditions**

10.1 If you breach any of these Terms and Conditions, we may immediately do any or all of the following (without limitation):

10.1.1 issue a warning to you;

10.1.2 withdraw your right to use any Hospitality Places;

10.1.3 temporarily or permanently withdraw your right to use the Website and/or the Ticketing Platform;

10.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

10.1.5 take further legal action against you;

10.1.6 initiate any disciplinary procedure or apply any sanction within the scope of the LTA's rules and regulations (available [here](#)); and/or

10.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

## **11. Changes to these Terms and Conditions**

We may make changes to these Terms and Conditions from time to time (if, for example, there is a change in the law that means we need to change these Terms and Conditions) but the Terms and Conditions applicable at the time of your Order will apply to that Order. Please check these Terms and Conditions regularly to ensure that you understand the Terms and Conditions that apply at the time that you purchase your Hospitality Places.

## **12. Other important information**

12.1 Each of the Clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

12.2 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.3 If you are a Professional User, these Terms and Conditions, together with your Confirmation Email, contain the entire agreement between you and the LTA in relation to their subject matter and supersedes any prior arrangement, understanding written or oral agreements between you

and the LTA in relation to such subject matter. You and we each acknowledge that, in entering into a Contract, neither of us has relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings made by the other or on their behalf in relation to the subject-matter of such Contract ("**Pre-Contractual Statements**"), other than those which are expressly set out in the Terms and Conditions and your Confirmation Email. Each of you and us hereby waives all rights and remedies which might otherwise be available to either of us in relation to such Pre-Contractual Statements.

### **13. Governing law and jurisdiction**

13.1 These Terms and Conditions and each Contract, and any dispute or claim arising out of or in connection with them, are governed by English law.

13.2 Any proceedings arising out of or in respect of these Terms and Conditions or any Contract shall:

13.2.1 if you are a Professional User, be subject to the exclusive jurisdiction of the English courts; and

13.2.2 if you are a consumer who is resident in the UK or the European Union, be subject to the jurisdiction of - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State (but only, if this country of habitual residence is an EU Member State, we direct the Ticketing Platform to (and/or we pursue our commercial or professional activities in relation to the Ticketing Platform in) such EU Member State), which courts are - with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms and Conditions or any Contract to the competent court of your country of habitual residence if this is in an EU Member State (but only where we direct the Ticketing Platform to (and/or we pursue our commercial or professional activities in relation to the Ticketing Platform in) such EU Member State), or otherwise the competent court of England.

### **14. Contacting us**

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by clicking The LTA's contact details are available [here](#).

Thank you.

**Terms and Conditions last updated 24/02/2024**