

## **LTA Coach Development Centre 2023 Tender (the "Tender")**

### **Terms and Conditions**

1. In participating in this Tender process and/or making a tender submission to the LTA, Tenderers agree that they shall be bound by and accept these terms and conditions. Similarly, Tenderers shall procure that other relevant parties agree to be bound by and accept such terms and conditions.
2. This invitation to Tender is made by LTA Operations Limited, a private limited company registered in England and Wales with registered company number 07475460, whose registered address is at The National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ (the "LTA").

### **Confidentiality**

3. All information supplied by the LTA in relation to this Tender, including the Tender Guidance Document and the Tender Submission Form and all other documents relating to this Tender process, either in writing or orally, must be treated as strictly private and confidential and not disclosed to any third party without the prior written consent of the LTA unless the information is already in the public domain or is required to be disclosed under any applicable laws.
4. Tenderers shall not disclose, copy or reproduce any of the information supplied as part of this process other than for the purposes of preparing and submitting a Tender response. The Tenderer must not make any public announcements in relation to this Tender or any matters relating to it unless it first obtains written consent from the LTA.

### **Tender Submission, Key Dates and Deadlines**

5. Key dates and deadlines are set out in the Tender Guidance Document. Tenderers will be informed in writing of any variation to these dates once the process has begun. The LTA may extend the time for a Tenderer to lodge a submission at its sole discretion at any time prior to the Tender deadline by giving written notice to that Tenderer.
6. The format and requirements for submission are set out in the Tender Guidance Document and in the Tender Submission Form.
7. Once submitted to the LTA, no further commercial or legal revisions that constitute a change to the submission will be accepted.
8. A duly authorised representative of the Tenderer must sign the Tender submission.
9. The submission of a response will constitute a binding and irrevocable order by the Tenderer. Tender responses must remain open for acceptance by the LTA for a period of six months from the submission of the final Tender deadline.

### **Information Provided by the LTA**

10. All information in relation to the Tender provided by LTA, whether in the Tender Guidance Document, the Tender Submission Form or otherwise provided orally or in writing, is provided in good faith to assist Tenderers to assess and respond to the Tender. The information does not intend to exhaustively cover every element of the proposed opportunity.
11. The information contained in the Tender Guidance Document, the Tender Submission Form or any other communication or information supplied by the LTA to a Tenderer is subject to updating and amendment in the future. While the LTA has taken all reasonable steps to ensure, as at the date of publication, that the facts which are contained in these documents are true and accurate in all material respects, the LTA does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents are based. All information supplied by the LTA to Tenderers is subject to each Tenderer's own due diligence.
12. At any time prior to the Tender submission deadlines, the LTA may amend the Tender Guidance Document and any other documents provided in connection with the Tender. Any such amendment shall be issued to all potential Tenderers, and if appropriate to ensure potential Tenderers have reasonable time in which to take such amendment into account, the Tender submission deadlines shall, at the discretion of the LTA, be extended.
13. The LTA accepts no liability whatsoever and however arising and whether resulting from the use of the Tender Guidance Document, the Tender Submission Form or any other communication or information

supplied by the LTA to a Tenderer, or any omissions from or deficiencies in these documents or any other communication or information supplied by the LTA to a Tenderer.

14. The Tenderer accepts that it must not rely solely on the information provided by the LTA when considering whether to participate in the Tender. The Tenderer acknowledges that it must make all necessary investigations for it to become thoroughly informed about the subject matter of the Tender and that it is the Tenderer's responsibility to interpret and assess the relevance, accuracy and adequacy of the information provided by LTA.
15. Should any discrepancies *in* or omissions *from* the Tender documents be apparent or should their intent or meaning appear unclear or ambiguous, the Tenderer should notify the LTA and request resolution.

#### **Non-compliant submissions**

16. The LTA will not be obliged to consider, and reserves the right to disqualify, any submission received later than the Tender deadline or otherwise not in compliance with the Tender conditions (including these Terms and Conditions).

#### **Intellectual Property**

17. Each Tenderer acknowledges and agrees that any and all intellectual property rights of the LTA remain the exclusive property of the LTA. The Tenderer is not permitted to use or reproduce any of the intellectual property owned or controlled by the LTA either during or after the Tender process without prior written approval from the LTA, which includes, for the avoidance of doubt, the use or reproduction of the LTA name and/or logo in any guidance document.

#### **Costs**

18. All Tenderers are entirely responsible for their own costs associated in responding to this Tender. The LTA will not pay the Tenderer, wholly or in part, for its response.

#### **Subject to Contract**

19. Nothing contained in the Tender Guidance Document, the Tender Submission Form or any other communication made between the LTA and any party shall constitute an agreement, contract or representation between the LTA and any other party (except for a formal instruction made in writing by the LTA).
20. Receipt by a Tenderer of the Tender documents does not imply the existence of a contract or commitment by or with the LTA for any purpose and Tenderers should note that the Tender documents may not result in the award of any business.
21. The successful Tenderer(s) will be required to enter into a standard form LTA contract – in the format set out [here/at Appendix 1]. The agreement executed by the LTA and the successful Tenderer will exclusively govern the relationship between the parties for the term of the agreement.

#### **General**

22. The LTA reserves the right to appoint a provider at its sole discretion and is not obliged to enter into any communication with unsuccessful bidders. Any decision made by the LTA will be final and no Tenderer is entitled (in any jurisdiction) to challenge any decision by the LTA.
23. The LTA's prior written approval is required before any discussions take place with any third party in relation to a joint-bid or the sub-contracting of any services under this Tender.
24. The LTA may need to process personal data of the person submitting the Tender Submission Form and those individuals who are referenced in the Tender Submission Form (for example name, title, and contact details, and any other personal details provided as part of the Tender Submission Form, including qualifications, criminal conviction and safeguarding data), in connection with the Tender. For further details, please see the [LTA Privacy Policy](#).
25. The Tenderer shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time (including but not limited to the Data Protection Act 2018 and the UK General Data Protection Regulation in relation to the use and disclosure of personal data that is disclosed in, or pursuant to, this Tender.

**Commented [JW1]:** Link to the template contract/include it as an appendix to these terms

26. Each Tenderer shall indemnify and hold harmless the LTA with respect to all and any liability to any third party arising out of or in connection with the Tender process and/or any breach by a Tenderer (or any party or parties for which a Tenderer is responsible) of the terms and conditions set out herein, any applicable laws and/or any other act or omission.
27. The Tender process and any and all related documentation, correspondence (including, without limitation the Tender Guidance Document and Tender Submission Form), any non-contractual obligations and any agreement entered into between the LTA or any of its affiliates and any Tenderer or prospective Tenderer shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the English courts.

#### **Definitions**

In these terms and conditions, the following words and phrases shall have the meaning prescribed to them below:

**Tender Guidance Document:** the guidance document provided by the LTA as part of this Tender found [here](#);

**Tender Submission Form:** the form to be submitted by Tenderers wishing to respond to this Tender, available from the Tender Guidance Document;

**Tenderers:** a party wishing to respond to this Tender.