

## **Agreement of Selection for The Championships, Wimbledon 2023**

Dear Wimbledon Official

This Agreement sets out the terms on which LTA Operations Limited (the **LTA**) will contract with you to officiate at The Championships, Wimbledon 2023 to be held at Wimbledon Qualifying and Community Sports Centre, Bank Lane, Roehampton, London and The All England Lawn Tennis Club, Church Road, Wimbledon, London (owned and staged by The All England Lawn Tennis Club (Championships) Limited (the **AELTC**)) from Monday 26 June to Sunday 16 July 2023 (or such later date should the end of the tournament be delayed) (**The Championships**).

### **1. The Services**

The LTA agrees to engage you as a self-employed Official at The Championships to provide the services detailed in Schedule 1 and otherwise as described in this Agreement (the **Services**).

### **2. Selection Dates**

- 2.1 You will be required to provide the Services during The Championships as per the dates set out in the selection email sent from LTA Officiating (and such additional days as instructed by the LTA should the end of The Championships be delayed and the LTA require your services) (the **Selection Dates**).
- 2.2 The LTA may require you to work fewer days than the Selection Dates with no reason being required and with no minimum notice period.
- 2.3 Subject to the termination provisions at Paragraphs 11 and 13.2 below, should the LTA reduce the number of Selection Dates in accordance with Paragraph 2.2, you shall remain entitled to the full Fee which you would have received for those Selection Dates.

### **3. Commencement and Duration**

This Agreement will commence on 1 April 2023 (the **Commencement Date**) and will continue until, and including, 16 July 2023 (or the end of The Championships, should this be later) unless terminated earlier in accordance with the provisions of Paragraphs 11 or 13 below (the **Term**). The Services will be provided on the Selection Dates (together with any additional days notified by the LTA if necessary to complete The Championships in the event of rain or other delays) at the times as and when required by the LTA.

### **4. Provision of the Services**

You agree to:

- (a) provide the Services with all reasonable skill and care and in a lawful, proper and timely manner;
- (b) ensure that the Services are, at all times, performed in a manner which complies with all applicable policies, procedures and rules of the LTA from time to time

- existing, including (without limitation) the Rules of the LTA, the LTA's Conflict of Interest Policy, the LTA Disciplinary Code, the LTA Code of Conduct, the LTA's policies and guidelines relating to the safeguarding of children and vulnerable adults and the LTA's Equality and Diversity Policy;
- (c) notify LTA Officiating and/or the Chief Umpire as soon as possible if you are not able to attend any day of The Championships or if you will be late for any reason; You should explain the reason for your absence and when you expect to return to work, if possible. You will not normally be paid for any day (or part thereof) of absence, though expenses may be applicable;
  - (d) ensure you have the necessary authorisations to provide the Services in the United Kingdom;
  - (e) be familiar with the Grand Slam Rule Book 2023 including Article XI relating to the Tennis Anti-Corruption Program and the reporting obligations within that programme and the definition of Corruption Offences;
  - (f) comply with the Joint Code of Conduct for Officials 2023; and
  - (g) by the time of accepting your selection, be registered on the ITF Officiating Portal.

## **5. Fees and Expenses**

In consideration of and subject to your provision of the Services, the LTA will pay you the fees and expenses detailed in The Championships selection email (the **Fees and Expenses**). All Fees and Expenses will be paid to you no later than the final day of your selection at The Championships.

## **6. Filming**

In consideration of your selection as an official at The Championships, you grant and assign to the LTA and the **AELTC** and their assignees in perpetuity the right, without further compensation, to make, use, show and reproduce in any medium throughout the world, including their use in a commercial manner, still or live images and footage taken of you during The Championships.

## **7. Confidential information and statements**

- 7.1 During your provision of the Services at The Championships, you may become privy to confidential information including concerning the affairs of certain parties, including but not limited to, the AELTC (or any of its staff), players, coaches, sponsors, Officials, the LTA (or any of its staff) or any other affiliate of The Championships. You must not disclose or use such confidential information or cause it to be disclosed or used at any time, whether during the Term or thereafter, other than in the proper performance of your duties under this Agreement.
- 7.2 The obligation set out in 7.1 above does not apply to the disclosure or use of information which is in the public domain other than as a result of your unauthorised disclosure or where disclosure or use of confidential information is required by law.
- 7.3 The obligation set out in 7.1 above does not affect your rights under the Public Interest Disclosure Act 1998.
- 7.4 You agree that during the Term you will not do or say anything that, in the reasonable opinion of the LTA, brings or could bring the LTA, the AELTC, The Championships, the ITF, the

ATP, the WTA and/or the game of tennis into disrepute and you will not make any detrimental remarks about the LTA, the AELTC, The Championships, the ITF, the ATP and/or the WTA.

## **8. Status and liability**

- 8.1 You agree that you are self-employed in business on your own account, are not an employee of the LTA or the AELTC, that nothing in this Agreement is intended by the parties to render you an employee, officer, worker, partner or agent of the LTA, the AELTC or any of their affiliates and you agree that you will not hold yourself out as such.
- 8.2 You agree that you are not entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of the employees of the LTA or the AELTC.
- 8.3 You agree that you have no authority (and shall not hold yourself out as having authority) to enter into binding agreements on behalf of the LTA, the AELTC or any of their affiliates and that any such agreement made by you will not be binding on the LTA, the AELTC or any of their affiliates but may instead lead to you incurring personal liability

## **9. Indemnity and Liability**

You agree that you will indemnify the LTA, the AELTC and any of their group companies for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this Agreement and/or any negligent or reckless act, omission or default in the provision of the Services and any loss or damage incurred by the LTA and/or the AELTC as a result of any claim by you that you are an employee, officer, partner or agent of the LTA and/or the AELTC in relation to you providing the Services. The liability of each of the LTA and the AELTC in respect of all claims and all direct costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by you and arising out of this Agreement shall be limited to the amount of the Fees and Expenses. For the avoidance of doubt, neither the LTA or the AELTC shall be liable for any indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses).

## **10. Tax**

You will account to the appropriate authorities for any income tax, VAT, National Insurance Contributions and all of your other taxes, liabilities, charges and duties due in connection with the Fees and Expenses and other payments paid to you under this Agreement. You hereby agree to indemnify the LTA and to keep the LTA indemnified on a continuing basis against all liabilities to taxation (including fines, penalties, interest and any reasonable costs and expenses) that the LTA may incur in connection with the Fees and Expenses and other such payments.

## **11. Withdrawal, Termination and Force Majeure**

- 11.1 The deadline date for your withdrawal from officiating at The Championships (and the resulting early termination of this Agreement) is 1 May 2023. No withdrawals are allowed after that date other than for emergency personal reasons (e.g serious illness/injury, bereavement); For the avoidance of doubt, you shall not be entitled to payment of any Fees and Expenses if you withdraw from officiating at The Championships and this Agreement will terminate with immediate effect on your withdrawal.

- 11.2 In the event that The Championships are cancelled, postponed, or relocated, or the AELTC is otherwise limited in its capacity to accommodate the number of competitors or Officials at The Championships for any reason, the LTA may terminate this Agreement in writing with immediate effect and no Fees and Expenses shall be payable.
- 11.3 The LTA may terminate this Agreement with immediate effect by giving you summary notice in writing if you:
- (a) commit any serious breach (including but not limited to a failure to comply with Paragraph 4(f)) or continued or repeated breach of this Agreement;
  - (b) are, in the reasonable opinion of the LTA, guilty of gross misconduct, incompetence or any negligence in the provision of the Services;
  - (c) are a risk to children and/or vulnerable adults, in the opinion of the LTA (acting reasonably and in accordance with its policies and guidelines relating to the safeguarding of children and vulnerable adults);
  - (d) commit or are alleged to have committed any act of misconduct or breach or are alleged to have breached any part of the LTA's Rules, Regulations or Policies (including the LTA Disciplinary Code and LTA Code of Conduct), the Grand Slam Rule Book 2023 including Article XI or the Joint Code of Conduct for Officials 2023;
  - (e) you are the subject of an investigation or are subject to a provisional sanction or a sanction accepted or imposed under the LTA Disciplinary Code or by any other tennis or sporting national or international body;
  - (f) adversely prejudice or do or fail to do anything which in the reasonable opinion of the LTA is likely to adversely prejudice the interests or reputation of the LTA, the AELTC or The Championships;
  - (g) are convicted of any criminal offence (other than a motoring offence not punishable by imprisonment or an offence which does not in the opinion of the LTA affect your retention);
  - (h) in the opinion of the LTA or the AELTC are unable to perform or have not been performing the Services to the standard expected by the LTA or the AELTC or the LTA or the AELTC reasonably believe that you are unlikely to perform the Services to the standard required by the LTA or the AELTC; or
  - (i) are prevented by illness or injury from providing the Services for a period of three days of The Championships.
- 11.4 In the event of withdrawal or termination, you must immediately return your accreditation to the LTA Officiating Manager or the Championships Chief Umpire.
- 11.5 Your performance and conduct may have an effect on any future selections for The Championships, Wimbledon.
- 11.6 The LTA shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**"). In such circumstances, the LTA shall be entitled to a reasonable extension of the time for performing its obligations, shall notify you of the Force Majeure Event and its expected impact on this Agreement, and shall take reasonable steps to mitigate any such delay or failure. If the period of delay or non-performance continues for fourteen (14) days or the impact of the Force Majeure Event means that it is impossible for The Championships to

take place, either you or the LTA may terminate this Agreement immediately by giving notice in writing.

## **12. Data Protection and Monitoring**

- 12.1 As a result of your provision of the Services, you may have access to personal data about the LTA's, the AELTC's and other entities' employees, directors, members, players, tutors, officials, licensed coaches and/or other contacts. You must keep all such data secure and protected against improper disclosure or use.
- 12.2 If asked to obtain, use or otherwise process any such personal data on behalf of the LTA, you must comply with the data processing obligations set out in Schedule 2.
- 12.3 You accept that the LTA may need to process personal data (including sensitive personal data) about you and consent to the LTA processing such data for any purpose connected with this Agreement. For further details, please see the LTA's Privacy Policy (which can be found on the LTA's website: [www.lta.org.uk](http://www.lta.org.uk)).
- 12.4 You agree that personal data relating to your on court performance at The Championships may be shared with the Officiating Departments of the ITF, ATP and WTA.

## **13. Accreditation**

- 13.1 Accreditation for The Championships is granted and administered by the AELTC. Separate terms and conditions between you and the AELTC apply to the granting of such accreditation which you accept by using the accreditation.
- 13.2 Notwithstanding Paragraph 13.1 above, should accreditation be refused or withdrawn, the LTA may terminate this Agreement immediately with no obligation to make any payments for Services not provided.

## **14. Effect of Agreement**

This Agreement supersedes any previous agreement or representations made between the parties and represents the entire understanding in respect of the Services between the parties. Any variation of the terms of this Agreement must be agreed in writing between the parties.

## **15. Governing Law and Jurisdiction**

- 15.1 This Agreement and any non-contractual obligations related to it will be governed by and construed in accordance with English law.
- 15.2 Each of the parties agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement (including in relation to non-contractual disputes).



## LTA

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## SCHEDULE 1

### The Services

#### Specific Requirements

- To provide services as an official at The Championships as required by the LTA and the AELTC.
- To be completely familiar with all aspects of the Rules of Tennis, ITF Duties and Procedures for Officials, the Rules and Regulations of The Championships and Joint Code of Conduct in order to officiate at The Championships to the highest standard.

#### General Requirements

- Maintain, foster and develop strong working relationships with colleagues at The Championships to ensure a first class event.
- Follow all health and safety, security and other relevant procedures of the AELTC, LTA and ITF.

## **SCHEDULE 2**

### **Data Processing Obligations (if applicable – see Paragraph 12.2)**

If you, process any personal data for and on behalf of the LTA under or in connection with this agreement, you shall, to the extent that the UK GDPR applies in relation to that processing:

- (a) process the personal data only on written instructions from LTA (including this Agreement);
- (b) not transfer such personal data to a country outside the European Economic Area or the UK unless specifically authorised to do so by the LTA;
- (c) ensure that any other persons authorised to process the personal data (e.g. your assistants) have committed themselves to obligations of confidentiality;
- (d) take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access);
- (e) not sub-contract your data processing obligations to a third party without the specific authorisation of the LTA;
- (f) assist the LTA in responding to individuals exercising their data subject rights as set out in the UK GDPR (e.g. by helping the LTA to provide a copy of a particular individual's personal data, if they ask for it);
- (g) assist the LTA to comply with its obligations under the UK GDPR, taking into account the nature of processing and the information available to the processor;
- (h) at the choice of the LTA, delete or return to the LTA all such personal data once your processing of such personal data is no longer required; and
- (i) make available to the LTA all information necessary to demonstrate compliance with the obligations set out in this Schedule 2 and allow for and contribute to data audits, including inspections, if the LTA so requires.