

LTA General Accreditation Terms and Conditions 2023

1. Introduction

These General Accreditation Terms and Conditions (the Terms and Conditions) are issued by LTA Operations Limited (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) (the LTA). The Terms and Conditions are applicable to the following tennis tournaments that are operated by the LTA: the cinch Championships, the Rothesay Open, the Rothesay Classic, the Rothesay International, the Surbiton Trophy, the Ilkley Trophy and the British Open Wheelchair Tennis Championships (the Tournaments, each a Tournament) and are designed to ensure a fair and efficient functioning of the general accreditation process for the Tournaments.

The Applicant's attention is particularly drawn to the limitation of liability in Clause 5.2 and indemnity in Clause 5.3.

2. Definitions

- (A) Accreditation means an individual, non-transferable and revocable right of access to one or more Zones at a Venue for a specified period solely for the purpose of and in accordance with carrying out the role to be performed by the named Accredited Party as specified in the Application.
- (B) Accreditation Centre means the centre established by the LTA for the issuing and/or collection of Accreditation Devices.
- (C) Accreditation Co-ordinator means the person appointed by the LTA to co-ordinate the Accreditation process or their nominee.
- (D) Accreditation Devices means the official proof of Accreditation provided to an Accredited Party by the LTA, which grants to the Accredited Party access to the designated Zone(s) at the Venue for a specified period in accordance with these Terms and Conditions.
- (E) Accredited Party means an Applicant who is granted Accreditation in accordance with these Terms and Conditions.
- (F) Applicant means any person applying for Accreditation in accordance with these Terms and Conditions (including individuals who have the Application made on their behalf). #
- (G) Application means an application for Accreditation made by or on behalf of an Applicant through the application process put in place by the LTA and in accordance with these Terms and Conditions.
- (H) Authorised Person(s) means collectively all management of a Tournament; Venue management; police; agencies responsible for safety and security in connection with a Tournament and other individuals granted the relevant authority by the LTA or a Venue.
- (I) Venue means one of The Queen's Club, Palliser Road, London, W14 9EQ, the Nottingham Tennis Centre, University Boulevard, Nottingham, NG7 2QH, Edgbaston Priory Club, Sir Harry Road, Birmingham, B15 2UZ, Devonshire Park Tennis, College Road, Eastbourne, BN21 4JJ, Surbiton Racket and Fitness Club, Berrylands, Surbiton KT5 8JT and Ilkley Lawn Tennis and Squash Club, Stourton Rd, Ilkley LS29 9BG.
- (J) Venue Regulations means the terms and conditions of entry to a Venue and/or Tournament.
- (K) Zone(s) means a pre-defined space/area within a Venue where access is limited to those holding the applicable Accreditation Device.

Accreditation Application

3.1 Applications can be submitted either by an individual Applicant on his/her own behalf or by a nominated senior representative of an organisation, who shall submit separate Applications on behalf of that particular organisation's intended Applicant(s). It should be noted that the nominated senior representative must have the authority to bind the organisation and its intended Applicants when submitting Applications on behalf of that particular organisation's intended Applicants. Accreditation, once approved, is provided for an individual Applicant only and is strictly non-transferable.

3.2 Where Applications are made by a nominated senior representative of an organisation on

behalf of that particular organisation's intended Applicant(s), it is the responsibility of such representative to ensure that they:

- (A) Have provided these Terms and Conditions to all persons for whom they are submitting Applications;
- (B) Shall only submit Applications for those persons who have read, understood, accepted and agreed to be bound by these Terms and Conditions and shall strictly comply with them in full and at all relevant times;
- (C) Have the authority and consent of such persons, on whose behalf an application is being submitted, to apply for Accreditation on their behalf, and, in addition, to submit their personal details and/or information (including, without limitation, in the form of the Application) to the LTA.

3.3 By accepting the Accreditation, all Applicants are deemed to have accepted and agreed that they have read and understood these Terms and Conditions, agreed to be bound by them and shall strictly comply with them in full and at all relevant times.

3.4 By accepting the Accreditation, all Applicants acknowledge that they will be bound by and agree to comply with the LTA's Code of Conduct and Disciplinary Code which can be found here: <https://www.lta.org.uk/about-us/what-we-do/governance-and-structure/rules-regulations/>.

3.5 Unless otherwise agreed by the LTA, Applications may only be made via the internet or any other electronic means as may be specified by the LTA. Applications should be fully completed and submitted to the LTA by the deadline notified by the LTA. Application forms that are incomplete, unclear or late may be rejected.

3.6 The LTA shall not be liable for incorrect submission of information (whether submitted by or on behalf of the Applicant), technical malfunctions or any administrative errors of any nature.

3.7 Applicants must request Accreditation strictly for the purpose of and in accordance with the role(s) to be performed by them during a Tournament. Applicants must also provide any details (as may be requested) of a valid proof of identity (either a passport, UK driver's licence or such other identity document(s) as deemed acceptable by the LTA in its sole and absolute discretion), such proof of identity must be valid until and including at least the final day of the relevant Tournament.

3.8 All Applications shall be managed and processed by the LTA.

3.9 All Applicants hereby acknowledge that their personal information will be processed by the LTA in accordance with the requirements of the UK General Data Protection Regulation and the Data Protection Act 2018, and in accordance with the LTA's privacy policy (as may be updated from time to time) and which is available here: <https://www.lta.org.uk/about-us/what-we-do/governance-andstructure/policies-and-rules/privacy-policy/>

Approval Process for Accreditation

4.1 The LTA will determine the appropriate Accreditation for the Applicant (if any). The LTA reserves the right to reject any Application in its absolute discretion and without providing any reason for doing so. All decisions of the LTA are final.

4.2 The LTA will endeavour to notify all Applicants about the status of their Application by email and/or such other means as may be utilised by the LTA from time to time.

4.3 The LTA reserve the right to amend or change an Accreditation and will notify the Applicant accordingly. The Applicant agrees and accepts to be bound by such amendments and/or limitations immediately upon receipt of such notification.

4.4 If an Applicant is successful he/she will be provided with an Accreditation Device. An Accreditation Device is personal to the Accredited Party and may not be used by, transferred or assigned to any other person.

4.5 The Accreditation Device can be collected in person by the Accredited Party at a nominated

Accreditation Centre upon presentation of a valid proof of identity (in this case being the passport or UK driver's licence or other identity document(s) (as deemed acceptable by LTA in its sole and absolute discretion)). Upon collection of an Accreditation Device, the Accredited Party must sign a separate form to confirm receipt of an Accreditation Device and this will serve to further confirm acceptance of these Terms and Conditions.

4.6 The LTA reserves the right to unilaterally suspend or revoke the Accreditation of any Accredited Party at any time if it appears that:

- (A) Any unauthorised changes have been made to an Accreditation Device and/or it has been copied or counterfeited;
- (B) An Accreditation Device was not obtained directly via the official accreditation channel (including in accordance with the applicable Application and/or Accreditation processes), or was obtained through duplicity;
- (C) The Accredited Party is not undertaking the specified role as set out in the Application;
- (D) An Accreditation Device is being misused by the Accredited Party or another person, including (without limitation) being sold and/or otherwise transferred or used jointly with third parties;
- (E) The Accredited Party is acting in breach of any LTA policy, additional terms and conditions and/or regulations as may be notified and/or issued to the Accredited Party by the LTA from time to time or has otherwise engaged in gross misconduct;
- (F) The Accredited Party does not comply or has not complied with these Terms and Conditions and/or the Venue Regulations, or for any other reason that the LTA (at its sole and absolute discretion) deems appropriate;
- (G) The Accredited Party displays or wears objects or clothing bearing (as shall be determined at the LTA's reasonable discretion) political statements, objectionable or offensive statements which shall include (but not be limited to):
 - any item, including but not limited to flags, banners, signs, clothing, photographs, images, symbols, marketing materials and leaflets displaying and/or containing any Russian and/or Belarusian national symbol or emblem, and/or the words (whether in English or in another language) "Russian", "Russia", "Belarus", "Belarusian", "Russian Tennis Federation" (or any abbreviation of the same) or "Belarusian Tennis Federation" (or any abbreviation of the same); and
 - any item, including but not limited to flags, banners, signs, clothing, photographs, images, symbols, marketing materials and leaflets, displaying and/or containing an image, symbol or emblem that is recognised as supporting or indicates support for the invasion of Ukraine and/or is recognised as supporting or being affiliated with or indicates support for or affiliation with Russia or Belarus or any political figure associated with those countries; and

The Accredited Party uses foul, abusive, racist, homophobic and/or sectarian language and/or gestures and/or chats anything of an indecent, racist, homophobic or sectarian nature and/or chants or uses language or gestures which indicate support for the invasion of Ukraine or support or affiliation with Russia or Belarus.

4.7 In the event that an Accreditation Device is lost or stolen, the LTA shall in its sole discretion decide whether a replacement Accreditation Device will and/or is to be issued and the LTA reserves the right to charge a £25 fee for a replacement Accreditation Device.

4.8 In the event that an Accreditation Device is lost or stolen the Accredited Party shall report the loss or theft of the Accreditation Device to an Accreditation Centre (and fill out the applicable documentation) as soon as possible but no later than 24 hours after becoming aware of it being lost or stolen.

4.9 If an Accredited Party is to be replaced by another person, the individual Accredited Party to be replaced or a nominated representative responsible for the Accredited Party must submit a request in writing to the Accreditation Manager. The request shall clearly state the reason for the replacement and must specify all the information of the existing Accredited Party and full details of the proposed replacement Applicant. If an Accreditation Device has already been issued it must be returned to the LTA at an Accreditation Centre. The LTA reserves the right (in its sole discretion) to refuse such proposed replacement or to limit the scope of the replacement Accreditation granted.

4.10 Each Accreditation Device remains the property of the LTA and shall be returned immediately upon request and/or otherwise in accordance with these Terms and Conditions. In the event of a breach of any of these Terms and Conditions, Accreditation may be suspended or revoked by the LTA (at its sole and absolute discretion). Where Accreditation is suspended or revoked, the Accredited Party must immediately return any Accreditation Device to the LTA.

Using the Accreditation

5.1 Access to a Venue shall only be authorised upon presentation of a valid Accreditation Device and, upon request, a valid proof of identity with a photograph and signature. For the avoidance of doubt, each Accredited Party is only permitted access to a Venue for a specified period and to the Zone(s) indicated on the Accreditation Device. An Accreditation Device does not give the Accredited Party any right to a spectator seat. The Accreditation Device must be clearly displayed at all times and the Accredited Party must comply with Venue Regulations and/or such other safety and security regulations of a Venue as may be applicable.

5.2 EACH ACCREDITED PARTY ACKNOWLEDGES THAT HIS/HER PRESENCE AND MOVEMENT IN AND AROUND A VENUE IS AT HIS/HER OWN RISK. NEITHER THE LTA NOR ANY VENUE NOR THEIR EMPLOYEES, OFFICERS OR AGENTS, NOR ANY AUTHORISED PERSONS ARE OR SHALL BE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) PERSONAL PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS AND/OR HARM ARISING FROM AND/OR OCCURRING DURING THE ACCREDITED PARTY'S ATTENDANCE AT A VENUE, PROVIDED THAT NOTHING IN THESE TERMS AND CONDITIONS SHALL EXCLUDE OR RESTRICT THE LIABILITY OF THE LTA OR ANY VENUE FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

5.3 THE ACCREDITED PARTY AND HIS/HER PRINCIPAL(S), REPRESENTATIVE(S) AND/OR EMPLOYER(S) SHALL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD THE LTA AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS (INCLUDING CONSEQUENTIAL LOSS), DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE TERMS AND CONDITIONS) SUFFERED OR INCURRED BY ANY OF THE LTA AND THE AUTHORISED PERSONS, OR THEIR EMPLOYEES, OFFICERS AND AGENTS IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENCE OR MISCONDUCT OF, OR ANY BREACH OF THESE TERMS AND CONDITIONS BY, THE ACCREDITED PARTY OR HIS/HER PRINCIPAL(S), REPRESENTATIVE(S) AND/OR EMPLOYER(S).

5.4 An Accredited Party must not sell or transfer an Accreditation Device or use it jointly with any third party. An Accreditation Device must not be used for any illegal or commercial purpose.

Declaration for Russian / Belarusian Nationals who are members of an Accredited Party's player support team

By accepting these Terms and Conditions, any Accredited Party who is a Russian or Belarusian national and is a member of the player support team of an Accredited Party, confirms, as a condition of and for the duration of their participation in any Tournament, the following:

6.1 *I agree that I will not participate in any Tournament as a representative of the Russian and/or Belarusian states. I understand that this includes not being contracted to, or having any affiliation with, the Russian and/or Belarusian military or national security agencies including military affiliated sports clubs (for example membership of CSKA).*

6.2 *From the date that I collect my accreditation for a Tournament and while I am participating in such event, I will not be in receipt of funding from the Russian and/or Belarusian states, including sponsorship from (i) companies operated or controlled by the Russian and/or Belarusian states, and/or (ii) Russian or Belarusian companies that are sanctioned by the government of the United Kingdom (which includes not wearing or otherwise displaying the*

logos of such companies while I am participating in such Tournament). I confirm that any agreement for funding and/or sponsorship will be terminated with effect from the date that entries close for any Covered Event and for the duration of my participation in such Covered Event.

6.3 I will not express support for the invasion of Ukraine, or the Russian and/or Belarusian regimes and/or their respective leaderships. I understand that this means (among other things) that I may not make any gestures or statements (verbal or written) that could reasonably be interpreted as supportive of the invasion of Ukraine, or the Russian and/or Belarusian regimes and/or their respective leaderships. In addition, while I am participating in a Tournament, I will not wear or be seen with any item containing an image, symbol, flag, insignia or emblem that is recognised as supporting or indicates support for the invasion of Ukraine, or the Russian and/or Belarusian regimes and/or their respective leaderships.

Breach of these Terms and Conditions and Other Rules

7.1 Any Accredited Party whose actions (and/or the actions of his/her principal(s), representative(s) and/or employer(s)) are inconsistent with, or whose Accreditation Device has not been obtained in accordance with, these Terms and Conditions and/or the Venue Regulations (or where there has been a breach of these Terms and Conditions and/or the Venue Regulations) may be refused entry to a Venue or may be evicted from a Venue and the relevant Accreditation Device may be suspend or revoked. Furthermore, if the LTA has reasonable grounds to believe that an Accredited Party has not complied (or intends not to comply) with these Terms and Conditions and/or the Venue Regulations, the LTA reserves the right to unilaterally suspend or revoke an Accreditation Device and/or Accreditation of an Accredited Party.

7.2 The LTA reserves the right, where a breach has been identified, to pursue other legal remedies against any such Accredited Party at its sole discretion.

General

8.1 In the event that any provision of these Terms and Conditions is declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in full force and effect as if such void, ineffective or unenforceable provision had not been contained herein.

8.2 The LTA reserves the rights (without providing reasons for doing so) to make amendments to these Terms and Conditions. Any such changes will be communicated and valid from the moment such changes are communicated.

8.3 The Applicant acknowledges that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising from them and shall be bound by and comply with them.

8.4 These Terms and Conditions, and any connected non-contractual obligations, shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms and Conditions or an Accredited Party's attendance at a Venue.

8.5 No Accredited Party may:

- (A) Continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose); and
- (B) Film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio-visual content captured by any means whatsoever inside the Tournament site (except as otherwise permitted by the LTA). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.

8.6 Each Accredited Party shall comply with all protocols in place for the event, including but not limited to any COVID-19 health and safety protocols.

I agree to these Accreditation Terms and Conditions

Date: _____

Name: _____

Signature: _____