

LTA Registered Venues – Conditions of Registration 2022/2023

1. Purpose

1.1 Please read these Conditions of Registration carefully as they set out the terms and conditions agreed between your Organisation and Lawn Tennis Association Limited (the “LTA”) in relation to your Organisation’s application to register your Venue as an LTA Registered Venue (the “Venue Registration Application”). References to “LTA” in these Conditions of Registration shall, where so required, also include a reference to any other member in the LTA group of companies which may be relevant in the circumstances.

1.2 References in these Conditions of Registration to:

- (a) “**you**” are to the person completing this Venue Registration Application on behalf of your Organisation (or, if your organisation is unincorporated, on behalf of yourself and your fellow trustees/ members of your Organisation);
- (b) “**your Organisation**” are to the organisation on whose behalf you are completing this Venue Registration Application and which is the owner or operator of your Venue; or
- (c) “**your Venue**” are to the tennis venue or facility that you are applying to register as an LTA Registered Venue on behalf of your Organisation.

1.3 By completing this Venue Registration Application, you confirm that:

- (a) you have read, understood, acknowledged and agreed to these Conditions of Registration and have authority to contractually bind your Organisation on all matters relating to this Venue Registration Application; and
- (b) your Organisation accepts these Conditions of Registration and agrees to comply with them at all times.

If you do not agree to these Conditions of Registration, you must not attempt to register your Venue as an LTA Registered Venue.

2. Compliance with Safeguarding Standards

2.1 As a condition of registration, the LTA requires your Organisation to meet the following Safeguarding Standards in respect of your Venue (and to continue to comply with them at all times while your Venue is an LTA Registered Venue):

- (a) **Standard 1 – Safeguarding Policies and Procedures;**
- (b) **Standard 2 – Diversity and Inclusion Policy and Procedures;**
- (c) **Standard 3 – Welfare Officer;**

(d) Standard 4 – Criminal Record Checks;

(e) Standard 5 – Risk Assessment; and

(f) Standard 6 – LTA Accredited Coaches

Further details of each of the Safeguarding Standards are available [here](#) (as updated by the LTA from time to time).

2.2 By agreeing to these Conditions of Registration, your Organisation undertakes that:

- (a) your Organisation and your Venue respectively complies, and will continue to comply at all times during the period your Venue is registered as an LTA Registered Venue, with each of the Safeguarding Standards (as referred to in paragraph 2.1 above); and
- (b) your Organisation shall notify the LTA as soon as reasonably practicable of:
 - (i) any event or circumstance which affects or might affect the ability of your Organisation and/or your Venue respectively to comply with any of the Safeguarding Standards;
 - (ii) any concerns or disclosures about (a) the welfare of a child or an adult at risk in tennis, or (b) the behaviour of an adult towards a child or young person under 18 years of age in tennis; and/or
 - (iii) any removal or change of your Venue's welfare officer (and, in the event that your Venue's welfare officer leaves his/her role for any reason, your Organisation shall appoint a suitable replacement and register such replacement with the LTA Safeguarding Team within 28 days (or such longer period as agreed by the LTA in writing) of the previous welfare officer leaving the role).
 - (iv) any change to your Organisation's coaching workforce in relation to your Venue, updating and amending the relevant coaching workforce sections in the LTA Venue Registration online system to ensure that they remain up-to-date and accurate during the period of your Venue being an LTA Registered Venue.

2.3 Your Organisation shall have a designated:

- (a) club main contact ("Main Contact"); and
- (b) welfare officer,

and shall inform each of these individuals that his/ her contact details shall be passed to the LTA so that he/she can receive information on behalf of your Organisation and your Venue.

2.4 Your Organisation's Main Contact shall contact the members of your Venue to ask if they would like to receive an email from the LTA inviting them to LTA Advantage membership. The Main Contact shall

provide to the LTA, as part of the registration process, the email address of any Venue member who has provided his/her permission for your Organisation to share his/her email address with the LTA for the purposes of being invited to LTA Advantage membership.

3. Audit (Safeguarding support visits)

3.1 Your Organisation acknowledges and accepts that the LTA (or its nominated auditors) shall be entitled to carry out a safeguarding support visit in order review and/or audit any matter related to your Venue's and/or your Organisation's compliance with the Safeguarding Standards (as referred to in paragraph 2.1 above) and these Conditions of Registration, including in relation to:

- (a) the accuracy of any information or materials provided to the LTA as part of this Venue Registration Application;
- (b) your Venue's continuing compliance with the Safeguarding Standards;
- (c) any safeguarding concerns raised in relation to your Venue and/or your Organisation; and
- (d) any other matter otherwise relevant to the Safeguarding Standards or your Venue Registration Application.

3.2 Any safeguarding support visit carried out pursuant to paragraph 3.1 may be carried out with or without notice at any time. Your Organisation shall provide the LTA (and/or its nominated auditors) with all information required by them to complete their safeguarding support visit, together with such access to your Venue, users (which may include requiring your Venue to undertake a survey of its users prior to any audit), books, records, information and such other assistance as may be necessary in order that they may fully and promptly carry out each audit. The LTA (and its employees, authorised agents and nominated auditors) shall be entitled to make and retain such copies of any documents as it requires.

4. Failure to comply

4.1 In the event that the LTA considers that your Venue and/or your Organisation has failed or is failing to comply with any Safeguarding Standard (as referred to in paragraph 2.1 above) and/or these Conditions of Registration, the LTA may, at its sole discretion, take one or more of the following actions:

- (a) issue a warning to your Organisation in respect of the Venue (which may include such conditions and directions as the LTA determines);
- (b) provide your Organisation with an action plan in respect of your Venue to rectify such failure(s) and requiring your Organisation to comply with such action plan within a specified time period;
- (c) carry out a follow-up audit to review your Organisation's compliance with any conditions, directions and/or action plan provided pursuant to paragraphs 4.1(a) or 4.1(b);
- (d) suspend your Venue's registration as an LTA Registered Venue (including suspending access to any and all related benefits) on a temporary basis;

- (e) terminate your Venue's registration as an LTA Registered Venue (including withdrawing and/or invalidating access to any and all related benefits) on a permanent basis;
- (f) disclose such information to law enforcement authorities as the LTA considers necessary; and/or
- (g) take any other action the LTA reasonably deems appropriate.

4.2 Failure to comply with any Safeguarding Standard (as referred to in paragraph 2.1 above) and/or these Conditions of Registration may invalidate any insurance cover provided in respect of your Organisation, your Organisation's officers and/or your Venue under any insurance policy effected by LTA.

5. Use of LTA Mark

5.1 The LTA shall grant LTA Registered Venues the right to use the following mark (the "LTA Mark", as may be amended, supplemented or replaced by the LTA from time to time), subject to the conditions of this paragraph 5.



5.2 If your Venue is registered as an LTA Registered Venue, your Organisation shall:

- (a) only use the LTA Mark: (i) for the purposes of demonstrating that your Venue is an LTA Registered Venue; (ii) in the form set out in paragraph 5.1; and (iii) in accordance with any instructions notified by the LTA;
- (b) if requested to do so by the LTA, promptly remove the relevant LTA Mark from any item where the use thereof is, in the LTA's opinion, in breach of these Conditions of Registration or otherwise not in the best interests of LTA;
- (c) not (directly or indirectly) use the LTA Mark to induce the sale of any goods, items, products or services (save for the use of your Venue in its ordinary course of business);
- (d) not use any other logos or trademarks owned or controlled by the LTA other than the LTA Mark (whether in connection with its registration as an LTA Registered Venue or otherwise) except as expressly permitted in writing by the LTA; and
- (e) only use the LTA Mark during such period as your Venue is registered (and continues to be registered) as an LTA Registered Venue and if your Venue ceases to be an LTA Registered Venue at any time then it and your Organisation shall immediately cease any use whatsoever of the LTA

Mark and, if requested by the LTA, shall promptly destroy all materials bearing the LTA Mark within its possession.

5.3 Any and all intellectual property rights for all purposes throughout the world relating to the LTA Mark shall, in each case, be the absolute and exclusive property of the LTA and, to the extent that any right, title or interest therein may be or become owned by your Venue and/or your Organisation (by operation of law or otherwise), you undertake that your Venue and/or your Organisation each hereby irrevocably and unconditionally assign such right, title and interest to the LTA free of charge with full title guarantee by way of assignment of current and future intellectual property rights in perpetuity. Accordingly:

- (a) your Venue and/or your Organisation shall not by virtue of the licence granted pursuant to paragraph 5.1 or otherwise claim any right, title or interest in relation to the LTA Mark;
- (b) all uses of the LTA Mark by your Venue and/or your Organisation shall accrue for the sole benefit of the LTA; and
- (c) if (notwithstanding the foregoing) any right, title or interest in the LTA Mark remains vested in your Venue and/or your Organisation, the relevant party shall hold the same on trust for the LTA and shall at the request of the LTA: (i) forthwith confirm its assignment thereof to the LTA by executing an unconditional assignment free of charge of all such right, title or interest to the LTA (or as the LTA may direct); and (ii) free of charge execute any other documents necessary in connection therewith.

6. Additional legal terms

6.1 Subject to paragraph 6.2, the LTA shall not have any responsibility or liability to you, your Organisation or your Venue for any action it takes (or omits to take) in connection with these Conditions of Registration. Without prejudice to the generality of the foregoing, you acknowledge and agree that in the event that the LTA rejects (any application for), suspends or terminates your Venue's registration as an LTA Registered Venue for any reason, including but not limited to, as a result of any failure to comply, in the opinion of the LTA, with any Safeguarding Standard (as referred to in paragraph 2.1 above) and/or these Conditions of Registration, the LTA shall not:

- (a) be under any obligation to reimburse any amount (including any fee) paid by or on behalf of your Organisation in relation to your Venue Registration Application; or
- (b) be liable to you, your Organisation or your Venue whether in contract, tort / delict (including negligence), breach of statutory duty or otherwise, including for any:
 - (i) costs, claims, damages, losses, expenses or other charges which arise as a result of the suspension, invalidation and/or withdrawal of any benefit(s) previously granted or made available (by virtue of your Venue being an LTA Registered Venue) to your Organisation or to any other person by the LTA (including, without limitation, any insurance cover or access to a ballot for tickets for the Championships (Wimbledon));
 - (ii) any loss of business, contracts, anticipated savings, profits, revenue or goodwill (in each case regardless of whether any of these losses or damage are direct, indirect or consequential); or

(iii) any indirect or consequential loss or damage whatsoever, even if foreseeable or if you or your Organisation was advised in advance of the possibility of such loss or damage; nor

(c) be liable to any member of your Organisation and/or your Venue for any reason.

6.2 Nothing in these Conditions of Registration shall operate to limit or exclude the LTA's liability:

(a) for death or personal injury caused by its negligence;

(b) for fraudulent misrepresentation or fraudulent concealment; or

(c) for any liability which cannot be limited or excluded by applicable law or regulation.

6.3 The LTA reserves the right to change these Conditions of Registration from time to time, and shall notify you (which may be through inclusion in a newsletter) of such changes if they materially affect your Organisation or your Venue.

6.4 These Conditions of Registration, together with the information you provide and forms you complete in connection with your Venue Registration Application, comprise the entire agreement between the LTA and your Organisation in relation to the registration of your Venue as an LTA Registered Venue.

6.5 A failure by the LTA to exercise, or a delay by the LTA in exercising, a right or remedy provided by these Conditions of Registration does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. Any confirmed waiver of a breach of any of these Conditions of Registration does not constitute a waiver of any other breach and shall not affect the other Conditions of Registration.

6.6 (a) Subject to paragraph 6.6(b), your Organisation shall, as a condition of registration, pay to LTA the relevant registration fee calculated as decided by the board of directors of LTA from time to time via the LTA Stripe payment gateway on ClubSpark at the point of making your Venue Registration Application to the LTA.

(b) If your Organisation is a local authority, your Organisation will be required to pay either as per paragraph 6.6(a) or via BACS transfer, including the reference given on the invoice provided.

7. Declaration

7.1 By completing this Venue Registration Application, you hereby declare (on behalf of your Organisation and your Venue) that:

(a) you have read, understood and accept these Conditions of Registration and agree that they shall be legally binding upon your Organisation and your Venue;

- (b) all information given by or on behalf of your Organisation and/or your Venue in connection with this Venue Registration Application is true, accurate and complete in every respect and is not misleading; and
- (c) you are not aware of any information that has not been disclosed to the LTA which might reasonably affect the willingness of the LTA to register your Venue as an LTA Registered Venue.