

## LAWN TENNIS ASSOCIATION

### TICKET 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 following tennis events:

- Lexus Birmingham Open, held at Edgbaston Priory Club, Sir Harry Road, Birmingham, B15 2UZ (the "**Birmingham Open**");
- Lexus Ilkley Open, held at Ilkley Lawn Tennis and Squash Club, Stourton Rd, Ilkley LS29 9BG (the "**Lexus Ilkley Open**");
- LTA Championships at Queens Club, held at The Queen's Club, Palliser Road, London, W14 9EQ ("**Queen's**");
- Nottingham Open, held at Nottingham Tennis Centre, University Boulevard, Nottingham, NG7 2QH (the "**Nottingham Open**");
- Eastbourne Open, held at Devonshire Park Tennis, College Road, Eastbourne, BN21 4JJ (the "**Eastbourne Open**"); and
- Lexus British Open, held at Wimbledon Qualifying and Community Ground, Bank Lane (off Priory Lane), Roehampton, SW15 5JT (the "**Lexus British Open**");

each an "**Event**", and with the applicable venue for each Event being a "**Venue**".

#### 1. Understanding these terms

- 1.1 These terms and conditions ("**Terms and Conditions**") set out the terms on which you may purchase and use the tickets to the Event selected during the Order (as defined in Clause 2.1 below) process and detailed on such tickets (each such ticket being a "**Ticket**"). Tickets 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 Ticket for purposes related to their trade, business, craft or profession (and any individual purchasing a Ticket 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 Ticket).
- 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 Tickets

- 2.1 To place an order for Tickets 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. You must keep the login details for your TP Account secure and confidential. Please note that your eligibility to use a Ticket that you have purchased is as set out in Clause 4.
- 2.2 If you are a consumer, please note that any Tickets you purchase are intended for domestic, private and non-commercial use and by making a Ticket 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 Following the sending of the Ticket Confirmation Email and before the start of your event, your Tickets will be made available within the official LTA Tickets application (the "**App**"), meaning that it is your responsibility to download the App in order to access and use any Ticket(s) that you purchase. You will be notified via email when you can download the app and access your tickets. Furthermore, it is also your responsibility to contact us if you have any issues using the App. If our supply of the Tickets is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event outside our control, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Tickets you have paid for but not received.
- 2.6 Please note that:
- 2.6.1 you may only make one purchase of up to six tickets per day for Queen's; and members of The Queen's Club (the "**Members**") may purchase a maximum of sixteen tickets in total for each week (ATP and WTA) of the event
- 2.6.2 purchase of pre-general sale Tickets to all events is limited to those individuals who the LTA grants such rights to including certain LTA Advantage Members and individuals who reside in properties in the vicinity of The Queen's Club and who are affected by the staging of Queen's as determined by the LTA (the "**Residents**"). In respect of Queen's, "Members" of The Queen's Club and in respect of the Birmingham Open, members of the Edgbaston Priory Club will have access to an earlier pre-sale.

## 3. Payment

- 3.1 The prices for the Tickets 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 Tickets may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Ticket's 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 Ticket's 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 unmistakeable 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 Tickets**

- 4.1 You may only purchase Tickets in your own name and must provide the names of any other natural person who will make use of any Ticket (each a “**Guest**”) via the App, either by providing their details directly in the App or by sending the Ticket to such Guest via the App.
- 4.2 If you purchase a single Ticket, you must be over 16 years of age (on the Event date to which such Ticket relates) in order to use such Ticket.
- 4.3 If you purchase more than one Ticket, either you or a Guest using another Ticket that you have purchased must be over 16 years of age (on the Event date to which such Ticket relates) in order for any person under 16 years of age to use any such Ticket.
- 4.4 Babes in arms and children aged under 5 years of age are not permitted in any grandstand seating. Children aged 5 years or over are allowed into grandstand seating provided that they have their Ticket/seat and do not disturb other spectators.
- 4.5 Any Ticket that is advertised as a Child Ticket may only be used for a child aged 5 to 16 years and may not be used by anyone aged over 16 years of age (on the Event date to which such Ticket relates), except where a child requires a ticket in accordance with clause **Error! Reference source not found.**, the Child Ticket may be used by children aged three to sixteen years old.

#### **5. Restrictions on transfer of Tickets**

- 5.1 Save as expressly set out in this Agreement, Tickets are non-refundable and cannot be exchanged or transferred.
- 5.2 We issue the Tickets to you for your and your Guest's 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 Ticket(s) (or the benefit of it or them) to any other person without our prior written consent. References in these Terms and Conditions to reselling Tickets includes offering to sell a Ticket, exposing a Ticket for sale, making a Ticket available for sale by another person and/or advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only), a Ticket 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 Any Ticket you purchase may be transferred following the original purchase of such Ticket by you, provided in the case of each transfer that:
- 5.3.1 the Guest is known to you personally;
- 5.3.2 it is for such Guest's personal use only;
- 5.3.3 the Guest would be entitled (under these Terms and Conditions) to purchase such Ticket and/or attend such Event;
- 5.3.4 the sale or transfer takes place in consideration of no payment or benefit which is in excess of the face value of that Ticket;

- 5.3.5 the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business (save that (if you are a Professional User) it may be used as part of your own business hospitality); and
- 5.3.6 all Ticket transfers must be conducted via the App.
- 5.4 All Tickets shall remain the property of the LTA at all times and 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 or any police officer. We reserve the right to require the immediate return of a Ticket at any time if we reasonably suspect that you and/or any Guest has breached these Terms and Conditions. We also reserve the right to cancel any Ticket that is transferred in breach of this Clause 5.
- 5.5 A resale or transfer of a Ticket by you to any Guest must be made in accordance with these Terms and Conditions which will (save for any rights to transfer under this Clause 5 or any rights or obligations specific to you rather than a Guest) apply to and bind that Guest as if they were the original purchaser of the Ticket. You must inform the Guest of this and we shall hold you responsible if you fail to so notify each Guest and/or any Guest fails to comply with these Terms and Conditions and/or the applicable Conditions of Entry. You must provide the name and address of each Guest(s) when asked to do so by any official, steward or employee of the LTA or any police officer.
- 5.6 The unauthorised sale or disposal of a Ticket is illegal under the terms of section 2 of the Fraud Act 2006. We will inform the police when we become aware that a Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. If you or any Guest is convicted of a ticket touting offence, or we reasonably suspect that you or any Guest has committed such an offence, we may notice other tennis regulatory bodies, event holders and/or the relevant law enforcement authorities. The information that we share may include the relevant individual's personal data, including name and contact details and information about the offence and about Ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences.

## **6. Venue Conditions of Entry**

- 6.1 All Tickets must be used in accordance with these Terms and Conditions and the Conditions of Entry. You may be refused admission to or ejected from the Venue without refund or compensation if you and/or any Guest are in breach of the Conditions of Entry or these Terms and Conditions. These Terms and Conditions shall apply to all ticket holders (**Visitors**) to any of the LTA Summer Events.
- 6.2 Entry to these Events requires a valid ticket or other authorisation (such as a valid accreditation or wristband) which must be retained at all times and implies acceptance of the following Conditions of Entry. All Visitors shall be bound by the Venue Conditions of Entry included in this document. All Visitors shall also be bound by the LTA Disciplinary Code and the LTA Code of Conduct contained within it.

### General

- 6.3 You shall procure compliance by your Guest(s) with these Terms and Conditions and the Conditions of Entry. If any Guest breaches these Terms and Conditions and/or the Conditions of Entry, you and such Guest shall both be individually and collectively liable to us.
- 6.4 Any Ticket obtained or used in breach of these Terms and Conditions and/or the Conditions of Entry shall be automatically void, and all rights conferred or evidenced by such Ticket shall be immediately cancelled. If you or Guest seeks to use a Ticket in breach of these Terms and Conditions and/or the Conditions of Entry in order to gain entry to the Venue or remain at the Event, you and they shall be a trespasser and may be refused entry to, or ejected from, the Venue.

- 6.5 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 into disrepute, shall permit us to:
- 6.5.1 confiscate or forfeit (in each case without compensation) any Ticket(s); and/or
  - 6.5.2 ban you and/or any Guest from attending future Events for such period of time as we deem appropriate.
- 6.6 We reserve the right to refuse admission to, or eject from, the Venue any person who fails to comply with these Terms and Conditions and/or the Conditions of Entry and any such person shall become a trespasser immediately upon such failure to comply with these Terms and Conditions and/or the Conditions of Entry.
- 6.7 You and/or any Guest may be required at any time whilst at the Venue to deliver up their Ticket for inspection by us and to prove that they are entitled to use the relevant Ticket in accordance with these Terms and Conditions.
- 6.8 You assume full and absolute responsibility for all Tickets allocated to you, including for any advertisement, offer for sale or transfer and/or sale or transfer of Tickets (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.

#### Onsite Behaviour and Prohibited conduct

- 6.9 A Ticket must be used on the day of the Event shown on such Ticket. Any person seeking to gain access to the Event on a day other than that shown on their Ticket will be refused entry.
- 6.10 You and each Guest must not occupy any seat other than the seat allocated to you/them by the relevant Ticket (where such a seat has been allocated).
- 6.11 Visitors are permitted to bring a limited amount of food and non-alcoholic drinks (in an amount which may be reasonably consumed by one person) to the Venue. Visitors attending the Lexus Birmingham Open, Lexus Ilkley Open, LTA Championships at the Queens Club, Nottingham Open and Lexus British Open may not bring any alcohol to the Venue. Visitors attending the Eastbourne Open may bring alcoholic drinks to the Venue but this is limited to a maximum of one bottle of wine or Champagne (750ml) or two cans of beer (500ml) or two cans (maximum 330ml) of premixed aperitifs per person (or equivalent). Bottles of spirits or fortified wines are not allowed into any Venue. Glass containers are not permitted courtside or in the stands of any court at any Venue. Please check the Event Guide for further details specific to each Venue.
- 6.12 Mobile phones must be switched off or put on silent during play. Professional video equipment is not permitted at the Venue. Flash photography is forbidden in the vicinity of the courts and in the grandstand seating. Photographic equipment with lenses of more than 200mm when extended are not permitted.
- 6.13 No person (unless otherwise authorised) may collect, disseminate, transmit, publish or release from the Venue any match scores or related statistical data during match play (from the commencement of a match through to its conclusion) for any commercial, betting or gambling purpose,
- 6.14 The LTA and the Venue owner reserve the right to demand any individual reasonably suspected to be using a mobile telephone, tablet, radio or other communication or electronic device in an antisocial manner or to be engaging in suspicious activity (including but not limited to the provision of information for betting purposes) to cease using such device immediately and the LTA and the Venue owner may confiscate such device and may eject any such individual from the Venue (with no refund).

- 6.15 No unauthorised person is permitted on the courts (or any adjacent area to which visitors are not generally admitted) and no person may remain in a gangway, entrance, exit or staircase at any time, in each case unless directed by an Event steward to do so or with lawful authority or excuse.
- 6.16 No charitable or other collection shall be undertaken within the Venue except with the specific prior written authorisation of the LTA.
- 6.17 No gambling activities are permitted at any event held by the LTA.
- 6.18 To the maximum extent permitted by law, the LTA and the Venue owner hereby exclude any liability for loss, injury or damage howsoever caused to persons/property in or around the Venue.
- 6.19 Neither the LTA nor the Venue owners shall be responsible or bear any liability for:
- 6.19.1 any interrupted and/or restricted view; and
- 6.19.2 any discomfort or loss of enjoyment caused as a result of seating provided at the Venue.
- 6.20 The LTA reserves the right to alter the schedule of matches (the “**Order of Play**”) such that some matches may take place at different times and on different courts. Unless a Visitor has purchased a ticket for a specified court, they are not entitled to attend any particular court.
- 6.21 The Venue will close 60 minutes after the last match finishes or such other time at the discretion of the LTA.
- 6.22 Whilst at the Venue, Visitors must strictly follow all signage and all instructions given by staff and stewards.
- 6.23 No Visitor may offer or distribute (either for free or for sale) within the Venue any consumer article or commercial product of any nature.
- 6.24 Excessive singing, cheering and shouting is not permitted.
- 6.25 Racial, homophobic, sexual, sectarian, or discriminatory abuse, chanting or harassment is strictly forbidden and will result in ejection from the Venue and/or an arrest. If any Visitor abuses any player, visitor, member of staff or any other individual in or around the Venue, they will face arrest and prosecution by the police. We reserve the right to impose a ban on any Visitor. Any person receiving an official caution or found guilty in a court of law of an offence involving racist, homophobic or sectarian behaviour or abuse against any any player, visitor, member of staff or any other individual in or around the Venue may be banned from all future Events.
- 6.26 Smoking (including electronic cigarettes and all other electronic smoking devices) is prohibited throughout the Venue save only for designated smoking areas.
- 6.27 The following activities are prohibited in the Venue at all times:
- 6.27.1 being (or appearing to be) intoxicated;
- 6.27.2 persistent standing in seated areas whilst play is in progress;
- 6.27.3 the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist or have a political or religious affiliation which could possibly be considered inflammatory;

- 6.27.4 the throwing of any object within the Venue that may cause injury or damage to people or property without lawful authority or excuse;
  - 6.27.5 the use of foul, abusive, racist, homophobic and/or sectarian language and/or gestures;
  - 6.27.6 the chanting of anything of an indecent, racist, homophobic or sectarian nature;
  - 6.27.7 the chanting or use of language or gestures which indicates support for the invasion of Ukraine or support or affiliation with Russia or Belarus or any political figure associated with those countries (including but not limited to singing of the Russian and/or Belarussian national anthems); and
  - 6.27.8 fighting, or engaging in and/or inciting violence.
- 6.28 All Visitors shall comply with any Government guidance in place at the applicable time and any subsequent protocols in place for the Event. If Visitors fail to comply with these Conditions of Entry and/or any protocols in place for the Event, the LTA reserves the right to refuse admission to and/or eject Visitors from the Venue, without refund or compensation.
- 6.29 Ticket(s) shall not be:
- 6.29.1 used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
  - 6.29.2 used as a prize (or part of a prize) in any contest, competition, promotional game of chance, lottery or sweepstake;
  - 6.29.3 combined with and sold or transferred as part of any package of goods or services; or
  - 6.29.4 combined with and sold or transferred as part of any travel, accommodation or hospitality package.
- 6.30 The following actions shall constitute a serious breach of these Terms and Conditions:
- 6.30.1 the sale or transfer (save as permitted in these Terms and Conditions) of a Ticket to any person;
  - 6.30.2 the deliberate misuse of a Ticket;
  - 6.30.3 the supply of any misleading or incorrect information in any Order and/or other application or form relating to any Ticket or your and/or any Guest's attendance at the Event; and
  - 6.30.4 any failure to pay or default of payment in respect of any sums owing to us (or any third party) in respect of any Ticket.
- 6.31 You must answer promptly and truthfully any question concerning any Ticket from the LTA (or any of its representatives) and/or the owner and/or operator of the applicable.

#### Entering and Leaving the Venue

- 6.32 All Visitors must check their tickets to ensure they are entering the Venue at the preassigned entrance and on the correct date, in order to minimise congestion, Visitors are asked to allow extra time on arrival for ticket and bag checks.

When leaving the Venue, Visitors are asked to follow the instructions given by stewards. Visitors must not gather in groups outside the Venue or in the local area.

### Permitted Items

- 6.33 There are no onsite left luggage or storage areas at the Venue and items, including prams and wheelchairs, may not be left unattended. Items larger than 40cm x 30cm x 30cm cannot be brought into a Venue. Each Visitor is permitted to bring a maximum of one bag per person (no larger than 40cm x 30cm x 30cm) and one small item per person (no larger than 20cm x 15cm x 15cm).
- 6.34 A limited number of foldable wheelchairs may be left at the designated wheelchair parking point where space allows. It is not guaranteed that space will be available. Such wheelchairs are left at the owner's own risk and will not be left under cover. Other items cannot be left with the wheelchair.
- 6.35 No dogs are allowed in the Venues, except for registered Assistance dogs. Registered guide dogs are allowed in the disabled areas on each given show court. Individuals wishing to access show courts with their registered guide dog must buy a ticket for the wheelchair area.

### Prohibited Items

- 6.36 The following items are prohibited from each Venue:
- 6.36.1 Drones, large flags (exceeding 60cm x 60cm), banners, rattles, klaxons, oversized hats, selfie sticks, gazebos, fireworks, firecrackers, flares, smoke canisters, smoke bombs, laser devices, air horns, knives, pyrotechnics, glass vessels (including glass bottles), poles, illegal drugs/substances, any article that might be used as a weapon and/or compromise public safety or any items which may (in the opinion of the LTA) cause an obstruction or nuisance; and
- 6.36.2 all promotional or commercial items of whatever nature, or items containing religious, racial or political messaging or offensive statements, including but not limited to banners, signs, clothing, symbols, marketing materials and leaflets (unless expressly authorised by the LTA); and
- 6.36.3 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
- 6.36.4 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.
- 6.36.5 Any such items will be confiscated and handed to security staff for disposal (without any liability for the LTA or the Venue owner) and may not be reclaimed. Visitors in possession of such items may be refused entry to or ejected from the Venue, without a refund, and/or referred to the police if appropriate.

### Accessible seating

- 6.37 Please note wheelchair users or other Ticket holders who require accessible seating must ensure that the Tickets that they have purchased/use are for accessible seats. If a person requiring accessible seating attempts to enter the Event/specific court using any Ticket other than an accessible seating Ticket, they may be refused access to the seat detailed on their Ticket.



#### Recording content related to the Event

- 6.38 We may from time to time create images, audio footage and/or audio-visual footage of Visitors attending the Venue. We own all rights in such images and footage and shall be entitled to use the same for the purpose of: a) promoting the LTA and its commercial partners; and b) any other commercial activity, provided that such use does not intentionally harm the reputation of the relevant individual whose image is used and subject to any right a Visitor may have to object to the foregoing as set out in the [LTA's privacy policy](#).
- 6.39 Each Visitor acknowledges and agrees that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by us or by a third party, such as a law enforcement body) to identify that person as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Terms and Conditions and/or the Conditions of Entry.
- 6.40 Each Visitor agrees that the Event is public, and that their appearance and actions inside and in the perimeter of the Venue are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at the Venue.
- 6.41 Save as set out in Condition 6.45 below, no Visitor (save for properly authorised and accredited media personnel acting within the scope of such authorisation and accreditation) shall capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any audio, visual or audio-visual material or any information or data whilst at the Venue that is related to the Event, the players, officials and/or other persons attending the Event and/or the Venue ("**Material**"), nor may any Visitor bring into the Venue or use within the Venue (or provide to, facilitate or otherwise assist another person to use within the Venue) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Venue (and all copies thereof) in whatever form, to the LTA.
- 6.42 The copyright, database right and all other rights, title and interest in and to all Material that any Visitor produces at the Venue (whether produced in breach of Condition 30 above, or otherwise) is hereby assigned to us, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. Each Visitor further agrees (if and whenever required to do so by us) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to us absolutely and with full title guarantee.
- 6.43 Mobile telephones and other mobile devices are permitted within the Venue provided that:
- 6.43.1 they are used for personal and private use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any Material for any commercial purposes); and
- 6.43.2 no Material that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

#### Security Checks

- 6.44 Visitors will be subject to security checks and bag or body searches prior to entry to the Venue and throughout the Venue where we believe there may have been a breach of the Ticket Terms and Conditions, these Conditions of Entry and/or in response to suspicion or evidence of wrongdoing. The LTA and the Venue owner reserve the right to limit items which may be brought into, or taken out of, the Venue and the LTA may confiscate such items, and search bags, and persons before granting entry to or exit from the Venue and other facilities. The LTA and the Venue owner take no responsibility for personal property brought onto the Venue.

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

- 7.1 Save as set out in Clauses 8.5 and 8.6 below, 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.
- 7.2 You acknowledge that we reserve the right to change the programme and schedule of the Event without notice where it is reasonably necessary to do so. Tickets are for the court specified on the date shown and entitle you to enter that court and not to view any particular match or round of matches or any particular player. Where no court is specified on the ticket and/or the ticket is for 'Ground Entry' or mentions 'unreserved seating', you acknowledge that there is no guarantee of attendance on any particular court. Matches may be moved from one court to another at our sole discretion.
- 7.3 You acknowledge that the LTA cannot guarantee the length of play, the number of matches, the identity of the players or the stage of the tournament played on the day of the Event to which your or any Guest's Ticket(s) relates. You and each Guest acknowledge that there may be delays during and between matches, and that matches may start at different times on different courts.

## **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.
- 8.2 You have legal rights in relation to Tickets that are not in accordance with these Terms and Conditions. If you believe that any Tickets that you have ordered do not conform with these Terms and Conditions, please contact us (using the details in Clause 14) to request a replacement or refund.

### Unfulfilled Orders

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

### Lost or stolen Tickets

- 8.4 Where you or a Guest is unable to access their Ticket(s) via the App 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 Ticket(s), we will work with customers to provide a suitable digital solution. Failing this we will make a e-ticket ticket available to customers via email. If the above two options will not work for the customers, we will make a duplicate Ticket(s) available for collection from the Venue Box Office during the Event. Duplicate Tickets will only be issued to the cardholder on production of the card used to pay for the tickets and photo identification for a fee of £3 per Ticket. Any duplicate Tickets automatically invalidate the original ticket.

### Weather-affected Events

- 8.5 Subject to Clauses 8.7 and 8.8, if, due to unfavourable weather conditions on the day for which your or any Guest's Ticket is valid, there is less than 60 non-consecutive minutes' play on the court to which the Ticket Holder's ticket gives access – being Centre Court if a Centre Court Ticket, or, in the case of a Ground Admission inc. Unreserved Show Court Ticket, the applicable **"Show Court"** (being either Court One, Court Two, or Court 3 dependent on the Venue) – with play occurring at the same time on different courts only being counted once, you may claim a refund to the full face value of the Ticket in the form of credit to your TP Account (unless you notify the LTA otherwise). This credit will remain on your TP Account for a period of up to 3

years from the date of the refund and may be used towards payment for any future purchase of tickets to LTA events.

- 8.6 Subject to Clauses 8.7 and 8.8, if, due to unfavourable weather conditions on the day for which your or any Guest's Ticket is valid, there is between 60 and 120 non-consecutive minutes' play on the court to which the Ticket Holder's ticket gives access – being Centre Court if a Centre Court Ticket, or, in the case of a Ground Admission inc. Unreserved Show Court Ticket, the applicable Show Court – with play occurring at the same time on different courts only being counted once, you may claim a refund to 50% of the Ticket in the form of credit to your TP Account (unless you notify the LTA otherwise). This credit will remain on your TP Account for a period of up to 3 years from the date of the refund and may be used towards payment for any future purchase of tickets to LTA events.
- 8.7 Clauses 8.5 and 8.6 shall not apply where all of the play scheduled for the relevant day for Centre Court or the Show Court to which the applicable Ticket gives access to (as applicable) has taken place (the latest version of the schedule, including revised schedules released on the day of play, shall apply for these purposes). In such cases, no refund shall be given.
- 8.8 The duration of non-consecutive play is measured using official records of the court umpires.

#### Other refunds

- 8.9 If you or a Guest are unable to attend an Event for any reason and you are not otherwise entitled to a refund pursuant to this Clause 8 (or any other provision of these Terms and Conditions), 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 in such circumstances:
- 8.9.1 you do not have a right of refund and any decision to offer a full or partial refund shall be at our sole and absolute discretion; and
- 8.9.2 any transaction or booking fees applied to the purchase of the applicable Ticket(s) shall not be refunded.

#### Refund process

- 8.10 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 Ticket(s).
- 8.11 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 Tickets. The LTA accepts no liability for your failure to do so.

#### Parking

- 8.12 With respect to LTA operated car parking facilities at an Event, should you be entitled to claim a refund to the face value of your Ticket in accordance with Clause 8.5 and you purchased a daily car park pass online, a full refund for your car park pass will be processed at the same time as your Ticket refund. Should you be entitled to claim a refund of 50% of the face value of your Ticket in accordance with Clause 8.6 and you purchased a daily car park pass online, a 50% refund for your car park pass will be processed at the same time as your Ticket refund.
- 8.13 If you are entitled to a refund in accordance with Clause 8.5 or 8.6 but purchased a daily car park pass by cash on the day, please send your car park pass in a stamped addressed envelope, with the name of the payee, address, full postcode, email, bank account number and sort code in block capitals to: LTA Raincheck Parking, National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ. All refund requests must be received by 31 July 2025. No refund requests will be accepted after this date. The LTA does not take responsibility for car park passes lost in the post. Passes will be refunded via BACS after 31 July 2025. All refunds will be processed in GBP, within 28 days of receipt, provided the payee address and bank

details included in the stamped addressed envelope are correct. No refund will be granted in respect of anyone than you and unless your refund claim is accompanied by the pass. If you purchased a weekly car parking pass, either online or by cash, only upon completion of the Event can any refunds be made dependent on the amount of days' play achieved. For purchasers of a weekly car parking pass by cash, please send your pass to the address above and the amount will be confirmed to you by email once refunded. For purchasers of a weekly car parking pass online, the amount will be refunded with your Ticket.

## **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 Ticket 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 Ticket(s);
- 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 Tickets.

## **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. The LTA's contact details are available [here](#).

Thank you.

**Terms and Conditions last updated 05/11/2024**