

# MODEL SERVICES AGREEMENT BETWEEN LOCAL AUTHORITY AND A TENNIS OPERATOR COMPANY OR INDIVIDUAL

## **Explanatory Note**

*This is a model agreement for use by Local Authorities when engaging a tennis operator company or an individual for the provision of services. It should be prepared using the corresponding Guidance Notes available on the LTA website and following discussion with your Partnership Development Partner. If you require or wish to cover more unusual terms and conditions or need guidance on tailoring the agreement, then you should discuss this with your Partnership Development Partner and take separate independent legal advice. Professional advice is also necessary if you wish to use this model in order to update or revise existing agreements.*

*This model agreement and the Guidance Notes give an overview of various forms that the agreement could take. For advice and guidance on using the model agreement to put together an agreement that best suits your situation, please discuss the agreement with your Partnership Development Partner.*

## **Notes on using this model contract**

*Square brackets [ ] containing text highlighted green are used to show where you must make a choice, or delete an option or clause.*

*Braces { } containing text highlighted yellow are used to show where you must insert text.*

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# SUPPLY OF SERVICES AGREEMENT

## AGREEMENT DETAILS

### DATE:

**Client:** {LOCAL AUTHORITY'S NAME}

**Client's address:** {LOCAL AUTHORITY'S ADDRESS OF PRINCIPAL BUSINESS}

**Client's representative:** Name: {NAME}  
Title: {TITLE}  
Email: {EMAIL ADDRESS}  
Telephone: {TELEPHONE NUMBER}  
Postal Address: {POSTAL ADDRESS}

**Operator:** [{COMPANY'S REGISTERED NAME} (No. {COMPANY NUMBER})]  
**OR**  
[{INDIVIDUAL'S FULL NAME} of {INDIVIDUAL'S RESIDENTIAL ADDRESS}]

**Operator's address:** [{COMPANY'S REGISTERED ADDRESS}] **OR** [{INDIVIDUAL'S RESIDENTIAL ADDRESS}]

**[Operator's number:]** VAT {NUMBER}

**Operator's representative:** Name: {NAME}  
Title: {TITLE}  
Email: {EMAIL ADDRESS}  
Telephone: {TELEPHONE NUMBER}  
Postal Address: {POSTAL ADDRESS}

**Services Start Date:** {DATE} **OR** [The date that the Agreement is entered into by the parties.]

**Services:** {DESCRIPTION}, as further detailed in 0.

**Key Deliverables:** {DESCRIPTION}, as further detailed in 0.

**Charges:** detailed in 0.

**Venue** means {INSERT VENUE NAME} and is inclusive of the Tennis

Courts.

**Schedules:**

0 – Services

0 – Charges

0 – Mandatory Policies

**[0 – Processing, Personal Data and Data Subjects]**

This Agreement is made up of the following:

- a. The Agreement Details.
- b. The Conditions.
- c. The Mandatory Policies.
- d. The Schedules specified in the Agreement Details.

If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

EXECUTED by

Signature .....

**{OPERATOR'S FULL NAME}**

**[by a director.]**

Name (block capitals) .....

EXECUTED by

Signature .....

**{CLIENT'S FULL NAME}**

**[by a director.]**

Name (block capitals) .....

**{OR CLIENT'S STANDARD EXECUTION BLOCK TO BE INSERTED HERE}**



## AGREED TERMS

### INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

#### Definitions

<b>Agreement:</b>	the agreement between the Client and the Operator for the supply of the Services in accordance with the Agreement Details, the Mandatory Policies, these Conditions and any Schedules.
<b>Business Day:</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Charges:</b>	the charges payable by one party to the other party under this Agreement, as set out in 0.
<b>Conditions:</b>	these terms and conditions set out in Clause 0 ( <i>Interpretation</i> ) to Clause 0 ( <i>General</i> ) (inclusive).
<b>Court Users:</b>	any person who is granted access to, or given permission to use, the Venue (in whole or in part) by the Operator.
<b>Client Materials:</b>	all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Operator.
<b>Deliverables:</b>	all documents, products and materials developed by the Operator or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and the Key Deliverables set out in the Agreement Details.
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>Mandatory Policies:</b>	the Client's policies and codes set out in 0, as amended by notification to the Operator from time to time.
<b>Services:</b>	the services, including without limitation any Deliverables, to be provided by the Operator pursuant to the Agreement, as described in 0.
<b>Services Start Date:</b>	the day on which the Operator is to start provision of the Services, as set out in the Agreement Details.
<b>Operator IPRs:</b>	all Intellectual Property Rights subsisting in the Deliverables excluding any Client Materials incorporated in them.
<b>Tennis Courts:</b>	the tennis courts at the Venue.

A reference to legislation or a legislative provision:

is a reference to it as amended, extended or re-enacted from time to time; and

shall include all subordinate legislation made from time to time under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes fax and email.

### Commencement and term

This agreement shall commence on [the Services Start Date] [the date when it has been signed by all the parties] and shall continue for {NUMBER} [YEARS/MONTHS], unless terminated earlier in accordance with its terms.

The parties may agree to extend the term of this agreement in writing.

### Supply of Services

The Operator shall supply the Services to the Client from the Services Start Date in accordance with the Agreement.

The Client shall not be responsible for any promotion, marketing and/or communications in respect of the Services.

In supplying the Services, the Operator shall:

perform the Services with reasonable care and skill;

perform the Services in accordance with the service description set out in 0;

ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;

comply with:

all applicable laws, statutes, regulations and codes from time to time in force; and

the Mandatory Policies,

provided that the Operator shall not be liable under the Agreement if, as a result of such compliance, it is in breach of any of its obligations under the Agreement.

observe all health and safety rules and regulations and security requirements that apply at the Venue and have been communicated to the Operator, provided that the Operator shall not be liable under the Agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement; and

take reasonable care of all Client Materials in its possession and make them available for collection by the Client on reasonable notice and request, always provided that the Operator may destroy the Client Materials if the Client fails to collect the Client Materials within a reasonable period after termination of the Agreement.

### Client obligations

The Client shall, [at no cost to the Operator/in return for payment of the relevant Charges], grant the Operator [an exclusive/a non-exclusive] right to use the Tennis Courts for the duration of this Agreement in order to provide the Services. The Client agrees that the Operator shall, in order for it to perform the Services, have the right to permit Court Users to use the Tennis Courts, provided that such use is in accordance with Clause 0.

[INSERT ADDITIONAL CLIENT RESPONSIBILITIES AS APPLICABLE. IF THE OPERATOR IS TAKING COMPLETE OWNERSHIP AND OPERATION OF THE VENUE THEN POTENTIALLY NO ADDITIONAL OBLIGATIONS TO BE INSERTED].

### Court maintenance and refurbishment

The [Client/Operator] shall be responsible for maintaining the Tennis Courts to a playable standard throughout the term of this Agreement. This includes:

the refurbishment and/or replacement of any damaged fencing, tennis nets and posts;

ensuring the Tennis Courts are in a clean, safe and tidy condition, free of leaves, litter and other materials;

treating moss on the Tennis Court surface; and

repainting, re-skimming and/or rebuilding the Tennis Court surface.

The [Operator/Client] shall be liable for the costs of maintenance under [Clause 0/Clauses {SPECIFY CLAUSES}].

[The [Operator/Client] shall be liable for the costs of maintenance under Clauses {SPECIFY CLAUSES}].

Unless agreed in writing by the parties, the parties agrees that the Tennis Courts shall only used for Court Users to play tennis or to receive tennis lessons from the Operator, or an individual appointed by the [Operator/Client].

The Operator shall report to the Client any damage or defect to the Venue, Tennis Court and/or facilities therein as soon as reasonably practicable after the Operator becomes aware of any such damage or defect.

The Operator shall undertake and maintain records of [weekly/monthly] safety inspections of the Venue and Tennis Court, such inspection records to be available for inspection by the Client upon request.

[The Operator shall undertake a six-monthly risk assessment in respect of the Tennis Courts and/or the Services using the forms provided by the Client.]

The Operator shall not make or permit to be made any alterations to the Venue, Tennis Courts and/or any facilities therein without the prior written consent of the Client.

The Client shall ensure that the Venue is registered with the Lawn Tennis Association.

The [Operator/Client] shall be liable for the cost of the registration under Clause 0.

#### **[Data protection**

The Operator shall process any personal data belonging to the Client's employees, agents, consultants and subcontractors in accordance with its privacy policy in force from time to time.

The parties agree that they shall not share any personal data belonging to any Court Users.]

**OR**

[For the purposes of this Clause 0, the following terms shall have the following meanings:

<b>Applicable Data Protection Laws:</b>	<p>a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.</p> <p>b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.</p>
<b>Applicable Laws:</b>	all applicable laws, statutes, regulations and codes from time to time in force.
<b>Client Personal Data:</b>	any personal data which the Operator processes in connection with this agreement, in the capacity of a processor on behalf of the Client.
<b>controller, processor, data subject, personal data, personal data breach and processing:</b>	have the meaning given to them in the UK GDPR.
<b>EU GDPR:</b>	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
<b>Operator Personal Data:</b>	any personal data which the Operator processes in connection with this agreement, in the capacity of a controller.
<b>UK GDPR:</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This Clause 0 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

The parties have determined that for the purposes of Applicable Data Protection Laws:

the Operator shall process the personal data set out in Paragraph 1.1 of 0 as processor on behalf of the Client[; and OR .]

[the Operator shall act as controller of the personal data set out in Paragraph 1.2 of 0.]

Should the determination in Clause 0 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this Clause 0 and 0.

[The Client consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Operator in connection with the processing of Operator Personal Data, provided these are in compliance with the then-current version of the Operator's privacy policy available at {OPERATOR'S WEBSITE URL} ("**Privacy Policy**"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.]

Without prejudice to Clause 0, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Operator Personal Data and Client Personal Data to

the Operator [[and OR or] lawful collection of the same by the Operator] for the duration and purposes of this agreement.

In relation to the Client Personal Data, 0 sets out the scope, nature and purpose of processing by the Operator, the duration of the processing and the types of personal data and categories of data subject.

Without prejudice to Clause 0, the Operator shall, in relation to Client Personal data:

process that Client Personal Data only on the documented instructions of the Client[, which shall be to process the Client Personal Data for the purposes set out in [0 (*Processing, personal data and data subjects*) OR {DOCUMENT}] unless the Operator is required by Applicable Laws to otherwise process that Client Personal Data (“the **Purpose**”). Where the Operator is relying on Applicable Laws as the basis for processing Client Personal Data, the Operator shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Operator from so notifying the Client on important grounds of public interest. The Operator shall inform the Client if, in the opinion of the Operator, the instructions of the Client infringe Applicable Data Protection Laws;

implement the technical and organisational measures set out in [0 (*Processing, personal data and data subjects*) OR {DOCUMENT}] to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

ensure that any personnel engaged and authorised by the Operator to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Operator), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;

at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless the Operator is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this Clause 0, Client Personal Data shall be considered deleted where it is put beyond further use by the Operator; and

maintain records to demonstrate its compliance with this Clause 0, [and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice].

The Client provides its prior, general authorisation for the Operator to:

appoint processors to process the Client Personal Data, provided that the Operator:

shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Operator in this Clause 0;

shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Operator; and

shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Operator's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify the Operator for any losses, damages, costs (including legal fees) and expenses suffered by the Operator in accommodating the objection.

transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Operator shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of the Operator, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

Either party may, at any time on not less than 30 days' notice, revise this Clause 0 (Data protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

The parties' liability for losses arising from breaches of this Clause 0 is as set out in Clause 0.]

***NB. If you are unsure about whether Clause 6 ('Data protection') reflects how the parties are to share personal data, we advise you to seek professional, independent legal advice.***

## Intellectual Property

The Operator and its licensors shall retain ownership of all Operator IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.

The Operator grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy the Operator IPRs for the purpose of receiving and using the Services and the Deliverables in the Client's operations during the term of the Agreement.

The Client grants the Operator a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy the Client Materials for the term of the Agreement for the purpose of providing the Services to the Client in accordance with the Agreement.

The Operator shall indemnify the Client in full against any sums awarded by a court against the Client arising out of or in connection with any claim brought against the Client for infringement of a third party's rights (including any Intellectual Property Rights) arising out of or in connection with the receipt or use of the Services by the Client.

The Client shall indemnify the Operator in full against any sums awarded by a court against the Operator arising of or in connection with any claim brought against the Operator for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Client Materials by the Operator.

## Charges and payment

Each party shall, where applicable, pay the other party, the Charges in accordance with this Clause 0.

All amounts payable by one party to the other party under this Agreement shall [include/exclude] amounts in respect of value added tax (VAT), [which the paying party shall additionally be liable to pay to receiving party at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice].

Each party shall, where applicable, submit invoices for the Charges to the other party in accordance with 0.

The party in receipt of an invoice shall pay such invoice due and submitted to it by the other party, within {INSERT} days of receipt, to a bank account nominated in writing by the receiving party.

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## Liability

The Operator shall be liable for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Operator of the terms of the Agreement, including any negligent or reckless act, omission or default in the provision of the Services.

Subject to Clause 0, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

Subject to Clause 0, a party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £{AMOUNT} ({AMOUNT IN WORDS}) per incident or series of connected incidents.

## Insurance

The Operator shall be required to obtain adequate insurance cover with a reputable insurer for the duration of this Agreement and shall provide the Client with details of such cover upon the Client's written request.

The Client agrees to ensure that, for the duration of this Agreement, adequate public liability insurance cover is in place in respect of the Venue and shall provide the Operator with details of such cover upon the Operator's written request.

## Termination

Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any term of the Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of {NUMBER} days after being notified in writing to do so;

the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

Without affecting any other right or remedy available to it, the Operator may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment.

For the avoidance of doubt, failure to comply with any part of the Mandatory Policies shall constitute a material breach under Clause 0.

Any delay by the Client in exercising its rights under this Clause 0 shall not constitute a waiver of those rights.

On termination of the Agreement for whatever reason:

the Client shall immediately pay to the Operator all of the Operator's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Operator may submit an invoice, which shall be payable immediately on receipt;

the Operator shall immediately return to the Client any Client Materials and any original or copy documents obtained by the Operator in the course of providing the Services;

the Operator shall immediately destroy any information relating to the business of the Client which is stored on any magnetic or optical disk or memory, and all information derived from such sources which is in the Operator's control or possession;

any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect; and

termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## **General**

**Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **Assignment and other dealings.**

Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the other party's prior written consent.

## **Confidentiality.**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or Operators of the other party, except as permitted by this Clause 0.

Each party may disclose the other party's confidential information:

to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 0; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

**Entire agreement.**

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

**Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**Waiver.**

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 0 shall not affect the validity and enforceability of the rest of the Agreement.

**Notices.**

Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by email to the address specified in the Agreement Details.

Any notice shall be deemed to have been received:

if delivered by hand, at the time the notice is left at the proper address;

if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

if sent by [email], at the time of transmission, provided that a confirmatory copy is sent in accordance with clause 0, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 0, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This Clause 0 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**Third party rights.** The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

**Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

## Services

[The Operator will be responsible for, take income from, and manage [THE BOOKING OF COURTS VIA PAY & PLAY, AND 'SEASON TICKET' MEMBERSHIP SYSTEM ONLY] [THE PROVISION OF A COACHING PROGRAMME ONLY] [ALL ASPECTS OF TENNIS PROVISION INCLUDING COURT BOOKINGS ON A PAY & PLAY, AND SEASON TICKET BASIS, AND THE PROVISION OF A COACHING PROGRAMME][including all promotion, marketing and communications].]

[The Client will remain responsible for, take income from, and manage [THE BOOKING OF COURTS VIA PAY & PLAY, AND 'SEASON TICKET' MEMBERSHIP SYSTEM ONLY] [THE PROVISION OF A COACHING PROGRAMME ONLY] (delete entire point if Operator is taking complete ownership and operation of the site).]

[The Operator will provide administration for {NUMBER} of hours to be available to book free of charge to ensure tennis is available and accessible to all constituents.]

[The Operator will ensure the provision of, including the marketing promotion and ongoing management of, {NUMBER} hours of free of charge organised activity to take place each [WEEK OR MONTH OR ANNUM] to ensure that organised tennis sessions are available and accessible to all constituents.]

[The Operator will ensure that {NUMBER} tennis courts are available to book by the public for recreation use at all times. Any exceptions to this must be agreed in advance with the Client.]

[The Operator will ensure that all coaches hold current and continuous coach accreditation with the Lawn Tennis Association (LTA) for the duration of the Term, and the Operator will notify the Client immediately if any coaches cease to be so accredited.]

[The Operator will ensure that the venue programme is planned and delivered under the supervision and guidance of an LTA Level 3 coach as a minimum.]

[The Operator shall attend bi-annual focus group meetings if required by the Client. The Client shall give at least one months' notice in writing of such a meeting.]

[The Client requires, and the Operator agrees, that the following charges must not be exceeded;

£{AMOUNT} per hour for an off-peak booking of the Tennis Courts;

£{AMOUNT} per hour for a peak booking of the Tennis Court]; and

[£{AMOUNT} is charged for a [FAMILY OR INDIVIDUAL] season ticket, which will grant Court Users access to the courts on a {INSERT DETAIL OF NUMBER OF BOOKINGS ALLOWABLE FOR SEASON TICKET PURCHASERS} basis.]]

{INSERT DETAILS OF THE SERVICES}

## Charges

The Operator agrees to provide the Services and pay the Client £{INSERT} for each [60 minute period/ month/12 month period] that the Operator uses the Tennis Courts under this Agreement in consideration of the right granted to the Operator by the Client under Clause 0. The Operator agrees that the Client shall raise invoices in respect of this amount on [a monthly/ a quarterly/ an annual] basis and the Client agrees to pay such invoices in accordance with Clause 0.

OR

1. In consideration of the Services, the Client agrees to pay to the Operator £{INSERT} per month. The Client agrees that the Operator shall raise invoices in respect of this amount on [a monthly/ a quarterly/ an annual] basis and the Client agrees to pay such invoices in accordance with Clause 0.

OR

1. In consideration of the Services, the Client agrees to pay the Operator £{INSERT} per month. The Client agrees that the Operator shall raise invoices in respect of this amount on [a monthly/ a quarterly/ an annual] basis and the Client agrees to pay such invoices in accordance with Clause 0.

In consideration of the right granted to the Operator by the Client under Clause 0, the Operator agrees to pay the Client £{INSERT} for each [60 minute period/ month/12 month period] that the Operator uses the Tennis Courts under this Agreement. The Operator agrees that the Client shall raise invoices in respect of this amount on [a monthly/ a quarterly/ an annual] basis and the Client agrees to pay such invoices in accordance with Clause 0.

### Mandatory Policies

- **{INSERT CLIENT'S MANDATORY POLICIES INCLUDING CLIENT'S CHILD PROTECTION POLICY, EQUAL OPPORTUNITIES POLICY, CUSTOMER COMPLAINTS PROCEDURE, CUSTOMER CARE POLICY, RELEVANT SPORTS DEVELOPMENT PLAN AND CHARGING POLICY} OR {NOT APPLICABLE}**

## Processing, personal data and data subjects

### Parties' roles

Where the Operator acts as a processor

[Where the Operator acts as a controller]

### Particulars of processing

Scope {INSERT DETAILS}

Nature {INSERT DETAILS}

Purpose of processing {INSERT DETAILS}

Duration of the processing {INSERT DETAILS}

Types of personal data {INSERT DETAILS}

Categories of data subject {INSERT DETAILS}

### Technical and organisational measures

{INSERT DETAILS}

-