TENNIS WALES COUNTY PERFORMANCE PROGRAMME TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, the following terms have the following meanings:

"Tennis Wales" means Tennis Wales Ltd of Francis House, No.2 Drake Walk, Cardiff, South Wales CF10 4AN (Registered Company Number 5760866)

"the LTA" means LTA Operations Limited of The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ (registered in England No. 07475460)

2. GENERAL TERMS AND CONDITIONS

- 2.1 Any person wishing to book their child onto the County Performance Programme through ClubSpark must be 18 years of age or over.
- 2.2 When booking onto the programme through ClubSpark you are committing to making all 10 monthly payments of £15 for the subscription period. There are instances where Tennis Wales will consider pauses, cancellations and refunds which must happen in consultation and agreement with the Head of Performance as set out in 2.3 to 2.9
- 2.3 Tennis Wales will pause payments as required should Government legislation and guidance mean that the running of organised group activity in any months is not allowed or not reasonably safe and sensible.
- 2.4 Refunds will not be considered for missed individual sessions but may be considered by the Head of Performance in instances of long-term injury or illness. The term 'long-term' would usually mean three or more missed sessions due to the same severe or recurring injury/illness and a medical note from a healthcare professional may be requested.
- 2.5 County Training sessions are arranged once per month on weekends and so inevitably there will be clashes with some tournaments. The Head of Performance will consider refunding players who are forced to miss County Training sessions due to playing domestic national (grade 1 or 2) or international (Tennis Europe, ITF, WTA, ATP) events.
- 2.6 If players are living/training outside of their county, Tennis Wales will consider them for a 'pay as you play' arrangement. The Head of Performance will assess each case on its merits to determine the payment plan for any such players.
- 2.7 Players at certain stages of the LTA Player Pathway will also be considered for attendance on a 'pay as you play' basis. These will be NAGP Scholars, PSP players and players who are part of the Mens'/Womens' programmes.

- 2.8 Withdrawal from the programme will be considered by the Head of Performance if a request to do so is made in writing and sent to chris.lewis@tenniswales.org.uk
- 2.9 If a player is de-selected from the programme at any time, Tennis Wales will immediately cancel the payment plan for that player.
- 2.10 Any instances where monthly payments are stopped prematurely without the agreement of Tennis Wales, may be taken into account when making future selection decisions.

3. ATTENDANCE

- 3.1 Every effort should be made to attend training sessions in their entirety and communication made with the county captain prior to each session to confirm attendance or otherwise.
- 3.2 Tennis Wales will be monitoring attendance records of all County Training sessions.
- 3.3 Tennis Wales reserves the right to de-select any player whom it considers to be unsuitable for the programme. This right may also be exercised retrospectively if information is brought to the attention of Tennis Wales, which, if known at the time of the invitation, would have rendered the player unsuitable.

4. THE DATA PROTECTION ACT 2018

- 9.1 Tennis Wales confirms that it will process Your personal data in accordance with the Data Protection Act 2018. You agree that Tennis Wales and the LTA may process Your personal data to provide Tennis Wales staff, County Coordinators, County Captains and Assistant Captains with relevant information (as applicable). For further details please refer to the Tennis Wales External Privacy Policy.
- 9.2 Your financial information (bank account and credit or debit card details) will not be stored by Tennis Wales.

5. GENERAL

- 10.1 Force Majeure. Tennis Wales shall not be liable for any failure to fulfil its obligations caused by circumstances beyond its reasonable control, provided that such party has made reasonable efforts to fulfil its obligations under this Agreement.
- 10.2 Variation. Tennis Wales shall have the right to modify the terms of this Agreement at any time and the updated terms and conditions will be posted on the Website. If you continue to use the service, you will be deemed to have accepted any such modification.

10.3 Contacting Tennis Wales. If you need to contact Tennis Wales about these terms and conditions or the service provided you may do so by post using the address on page one or by email using this address tenniswales@tenniswales.org.uk