



## **British Tennis Registered Venues – Conditions of Registration 2018/19**

### **1. Purpose**

1.1 Please read these Conditions of Registration carefully as they set out the terms and conditions agreed between your Organisation and the Lawn Tennis Association (the “LTA”) in relation to your application to register your Venue as a British Tennis Registered Venue (the “**Venue Registration Application**”).

1.2 References in these Conditions of Registration to:

- (a) “**you**” are to the person completing this Venue Registration Application;
- (b) “**your Organisation**” are to the organisation on whose behalf you are completing this Venue Registration Application, or
- (c) “**your Venue**” are to the tennis venue or facility that you are applying to register as a British Tennis 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 or your Organisation does not agree to these Conditions of Registration, you must not attempt to register your Venue as a British Tennis Registered Venue.

### **2. Compliance with Minimum Registration Standards**

2.1 As a condition of registration, the LTA requires all British Tennis Registered Venues to meet the following Minimum Registration Standards:

- (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; and**
- (e) **Standard 5 – Risk Assessment,**

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

2.2 By agreeing to these Conditions of Registration, you undertake to the LTA on behalf of your Organisation that:

- (a) your Venue complies, and will continue to comply at all times during the period your Venue is registered as a British Tennis Registered Venue, with each of the Minimum Registration Standards; and
- (b) your Organisation will notify the LTA as soon as reasonably practicable of:

- (i) any event or circumstance which affects or might affect the ability of your Venue to comply with any of the Minimum Registration 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).

### **3. Audit**

3.1 You acknowledge and accept that the LTA (or its nominated auditors) shall be entitled to review and/or audit any matter related to your Venue's and/or your Organisation's compliance with the Minimum Registration Standards 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 Minimum Registration Standards;
- (c) any safeguarding concerns raised in relation to your Venue and/or your Organisation; and
- (d) any other matter otherwise relevant to the Minimum Registration Standards or the Venue Registration Application.

3.2 Any audit 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 audit, 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 Minimum Registration Standard and/or these Conditions of Registration, the LTA may, at its sole discretion, take one or more of the following actions:

- (a) issuing a warning to your Venue (which may include such conditions and directions as the LTA determines);
- (b) providing your Venue with an action plan to rectify such failure and requiring your Venue to comply with such action plan within a specified time period;
- (c) carrying-out a follow-up audit to review your Venue's compliance with any conditions, directions and/or action plan provided pursuant to paragraphs 4.1(a) or 4.1(b);
- (d) suspending your Venue's registration as a British Tennis Registered Venue (including suspending access to any and all related benefits) on a temporary basis;
- (e) terminating your Venue's registration as a British Tennis Registered Venue (including withdrawing and/or invalidating access to any and all related benefits) on a permanent basis;
- (f) disclosing such information to law enforcement authorities as the LTA considers necessary; and/or

(g) taking any other action the LTA reasonably deems appropriate.

## 5. Use of LTA Mark

5.1 The LTA shall grant British Tennis 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 a British Tennis Registered Venue, you agree that your Venue and/or your Organisation shall:

- (a) only use the LTA Mark: (i) for the purposes of demonstrating that your Venue is a British Tennis 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;
- (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 trade marks owned or controlled by the LTA other than the LTA Mark (whether in connection with its registration as a British Tennis Registered Venue or otherwise) except as expressly permitted by the LTA; and
- (e) only use the LTA Mark during such period as your Venue is registered as a British Tennis Registered Venue and if your Venue ceases to be a British Tennis 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 Marks;
- (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 suspends or terminates your Venue's registration as a British Tennis Registered Venue due to any failure to comply with any Minimum Registration Standard and/or these Conditions of Registration, the LTA shall not:

- (a) be under any obligation to reimburse any charges 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 (including negligence), breach of statutory duty or otherwise 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 to your Venue by the LTA (including, without limitation, the public liability insurance provided by the LTA becoming invalidated (which shall occur with effect from the date of registration of your Venue as a British Tennis Registered Venue) or the withdrawal of access to the British Tennis Wimbledon Ballot);
  - (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.

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 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 the Venue Registration Application, comprise the entire agreement between the LTA and your Organisation in relation to the registration of your Venue as a British Tennis 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. A 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.

## **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 a British Tennis Registered Venue.