

## Appendix

### Standard Terms and Conditions

#### USE OF NATIONAL TENNIS CENTRE STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions (**Conditions**) that apply in relation to the use of the National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ (**NTC**).

These Conditions and the signed order form attached to these Conditions (the **Order Form**) together form the agreement between the LTA and the Hirer (each as defined below).

If there is any conflict or inconsistency between a term in these Conditions and a term in the Order Form, the term in the Order Form shall prevail. In particular, any term in these Conditions may be specifically varied in the "Special Provisions" section of the Order Form.

#### 1. Interpretation

1.1 In these Conditions, unless the context otherwise requires, the following expressions have the following meanings:-

**Agreement** means these Conditions and the Order Form.

**Authorised Attendees** means such number of persons attending the Event as estimated by the Hirer and specified in the Order Form.

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are generally open in London for normal business.

**Charges** means the charges to be paid by the Hirer to the LTA for the hire of the Designated Area as specified in the Order Form, together with any additional amounts subsequently agreed between the parties.

**Unauthorised Companies** has the meaning given in clause 4.1.

**Designated Area** means the part or parts of the NTC specified in the Order Form.

**Equipment** means any equipment to be hired by the Hirer from the LTA to use at the Event, as specified in the Order Form.

**Event** means the event specified in the Order Form.

**Facilities** means the services and other facilities provided by the LTA to the Hirer, as specified in the Order Form.

**Hire Period** means the period specified in the Order Form during which the Hirer will require the Designated Area (such period including all time required for installation, building and removal of equipment).

**Hirer** means the person who has agreed to hire the Designated Area of the NTC from the LTA, as specified in the Order Form.

**LTA** means the Lawn Tennis Association Limited acting by LTA Property Limited, whose registered office is at The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ, or any successor body.

**LTA Commercial Partners** means the official partners, supporters and suppliers of the LTA named in the Order Form, which may be updated by the LTA (and notified to the Hirer) from time to time.

**LTA Staff** means those LTA employees that will assist in the operation of the Event, the identity of whom or whose role type is specified in the Order Form.

1.2 The headings do not affect the interpretation of these Conditions.

1.3 The words including and include shall mean "including without limitation" and "include without limitation" respectively.

1.4 Any reference to a person includes a body corporate, an unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives.

1.5 Any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

#### 2. Hire of the Designated Area and Provision of the Facilities

2.1 In consideration of the payment by the Hirer of the Charges, the LTA agrees to hire the Designated Area to the Hirer for the Hire Period and supply to the Hirer the Facilities, subject to the terms and conditions of the Agreement.

2.2 In further consideration of the Hirer agreeing to perform all of its obligations under the Agreement, the LTA licences and authorises the Hirer, its servants, agents and attendees of the Event to access the Designated Area during the Hire Period.

2.3 The Hirer shall not permit the attendance of persons at the Event in excess of the number of Authorised Attendees without obtaining the prior written approval of the LTA.

2.4 In entering into the Agreement, the Hirer acknowledges and accepts that the NTC is the LTA's high performance training facility, and holding the Event and other similar events is supplemental to the other activities undertaken at the NTC. Accordingly, the Agreement may be terminated by the LTA (without incurring any liability whatsoever) if in the reasonable opinion of the LTA the rescheduling of another event, requiring the use of the Designated Area or a substantial part of the NTC, conflicts with the Event or if the NTC or Designated Area is required for performance tennis. If such a conflict arises, the LTA shall use all reasonable endeavours to notify the Hirer as soon as reasonably practicable and to offer re-payment within fourteen (14) days of all moneys paid by the Hirer.

#### 3. Payment

3.1 The Hirer shall, if required by the LTA, pay to the LTA a non-refundable, non-transferable deposit equal to twenty five per cent (25%) of the Charges at the same time as returning the signed Order Form to the LTA.

3.2 Unless otherwise stated in the Order Form, not less than four (4) weeks prior to the start of the Hire Period, the Hirer shall pay to the LTA a further sum equal to the unpaid balance of the Charges.

3.3 Following the Hire Period, any outstanding sums shall be paid within fourteen (14) days after the LTA's invoice. Such sums may include charges for excess guests.

3.4 Time for payment is of the essence. Payment shall be by such method as the LTA may reasonably select. All sums set out in the Agreement are exclusive of Value Added Tax, which shall (if and to the extent payable) be payable by the Hirer subject to the issue by the LTA of a valid Value Added Tax invoice.

3.5 If the Hirer fails to make any payment within thirty (30) days after the date on which it becomes due, the LTA shall be entitled (without prejudice to any other right or remedy it may have) to charge the Hirer interest on any sum outstanding at a rate of 2.5% per annum above the base rate of National Westminster Bank Plc from time to time from the date the payment became due until actual payment is made.

3.6 The Hirer shall promptly notify the LTA in writing if it wishes to cancel or postpone the Event (a Cancellation Notice). The Cancellation Notice shall only be effective from the date that it is received by the LTA.

3.7 If the Hirer cancels or postpones the Event with less than 1 month's notice then the Hirer shall pay to the LTA 100% of the Charges.

3.8 If the Event is cancelled pursuant to clause 3.6, the LTA shall take reasonable steps in its absolute discretion to re-hire the Designated Area and to otherwise mitigate the loss caused by cancellation. The proceeds and/or savings (if any) from this may be set-off by the LTA against the postponement/cancellation fees payable by the Hirer under clause 3.7.

3.9 Without prejudice to any other rights of the LTA (and, in particular, clause 14.2(a)), if the Hirer fails to pay any amount in cleared funds by its due date, the LTA may immediately suspend provision of the Facilities, the hire of the Designated Area and/or the performance of its other obligations under the Agreement (without the LTA incurring any liability whatsoever).

3.10 All sums payable under the Agreement are payable in full without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, except as may be required by law.

#### **4. Event Branding and the LTA Commercial Programme**

4.1 The Hirer is not permitted to install, erect or display any branding or advertising (whether relating to the Hirer, its commercial partners or otherwise) at the Event or anywhere in the NTC without the prior written consent of the LTA, and the LTA shall determine (in its absolute discretion) the size, type and positioning of said branding or advertising.

4.2 The Hirer acknowledges that the LTA's commercial programme is of paramount importance in enabling the LTA to fund the development of British tennis. Consequently, the Hirer understands that the LTA cannot allow companies or organisations which are not LTA Commercial Partners (Unauthorised Companies) from being directly or indirectly granted any rights in respect of the Event and the NTC.

4.3 Further to clause 4.2, the Hirer shall ensure that:

- (a) no person whom the LTA may reasonably deem to be Unauthorised Companies is granted any rights in relation to the Event, including pourage rights, the right to display banner or other advertising at the Event or to distribute products at the Event; and
- (b) the Event shall be clean and clear of commercial messages which conflict or interfere with the interests or brand(s) of any LTA Commercial Partner or otherwise cover, obscure or detract from the commercial messages of any LTA Commercial Partner located at the NTC.

In particular, if the Hirer wishes to use tennis equipment in relation to the Event, it shall only use official LTA-endorsed products.

4.4 In order for the LTA to monitor the Hirer's compliance with clause 4.3, the Hirer shall:

- (a) notify the LTA in the Order Form of its intended commercial partners, sponsors and suppliers in relation to the Event (if known); and
- (b) no later than four (4) weeks prior to the Event, notify the LTA in writing of any changes to the list specified in sub-clause (a), and the Hirer shall not be permitted to make any further changes to that list without the prior written consent of the LTA.

4.5 The Hirer agrees that the LTA shall be entitled to seize and confiscate (until the end of the Hire Period) any items or products brought to the Event by the Hirer, its employees, agents, servants or Event attendees that it reasonably believes are associated with Unauthorised Companies.

#### **5. Attendees**

5.1 At least five (5) Business Days prior to the start of the Hire Period, the Hirer shall inform the LTA in writing of the final number of people actually attending the Event together with a seating plan where applicable.

5.2 Where the number of people due to attend the Event is greater than the number of Authorised Attendees, the LTA shall not be obliged to permit entry to the Designated Area or provide the Facilities for such additional guests.

#### **6. Hirer Obligations**

6.1 The Hirer shall:

- (a) fully and fairly represent to the LTA the purpose of the Event, and the Hirer accepts that in the event of any material misrepresentation, the LTA shall be entitled to cancel the Event (without liability to the Hirer);
- (b) ensure that the Event is conducted in an orderly fashion and in accordance with all applicable laws and regulations (including all health and safety regulations, and those directives and requirements of the LTA as may be notified to the Hirer from time to time);
- (c) ensure that the Designated Area is used in a proper and prudent manner by attendees at the Event and other persons under the Hirer's immediate supervision, and be responsible for all acts and omissions of such persons;
- (d) take all reasonable precautions to ensure that damage is not caused to the LTA's property (including the Equipment, Facilities and Designated Area itself);
- (e) take all reasonable care during the set-up and take down of the Event, and ensure that the timing of all deliveries of equipment required for the Event are agreed in advance with the LTA;
- (f) ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the Designated Area unless agreed in writing with the LTA prior to the Event; and
- (g) promptly after the Event, ensure that the Designated Area is restored to the state that it was in immediately prior to the Event.

#### **7. Programme of Event and Publicity Material**

7.1 The Hirer shall submit to the LTA for approval at least four (4) weeks before the Hire Period a complete programme of the Event, including:

- (a) full details of any entertainment to be provided giving full details of all the persons expected to be speaking or appearing; and
- (b) any meals that it wishes the LTA to procure for it.

7.2 The Hirer acknowledges and accepts that the LTA reserves the right to exclude or eject from the NTC any person whose conduct it reasonably considers to be objectionable or not conducive to the best interests of the LTA or British Tennis in general.

7.3 The Hirer shall use all reasonable endeavours to ensure that all arrangements and activities arising at, or in connection with, the Event are consistent with the terms of any licences granted to the LTA for events.

7.4 The Hirer agrees:-

- (a) to submit the design and layout of all brochures, web pages, online marketing materials, programmes, advertisements and other publicity material relating to the Event produced both before and after the Event (together Publicity Materials) as well as tickets for the Event to the LTA for its prior approval, such approval not to be unreasonably withheld or delayed, and the LTA reserves the right to stipulate the type and style of the words "LTA" and "Lawn Tennis Association" as they are used in all such Publicity Materials;
- (b) not to use the LTA's logos or trademarks (including any logos or trademarks of the NTC) in any Publicity Materials without obtaining the prior written approval of the LTA, not to be unreasonably withheld or delayed;
- (c) that whenever photographic images of the NTC are to be used in Publicity Materials: (i) those images shall be accompanied by an appropriate credit confirming that the image was taken at the NTC; (ii) the Hirer shall ensure that the logos or branding of Unauthorised Companies are not included in such images; (iii) the Hirer shall use all reasonable endeavours to ensure that logos and branding of the LTA Commercial Partners are included in such images; and (iv) the LTA may impose a reasonable charge on the Hirer for the use of such images where such images are not being used in an editorial context.
- (d) to produce all Publicity Materials for the Event at its own cost. The LTA accepts no responsibility for promoting the Event and in any case where the Hirer sells tickets for the Event makes no representation as to the number of tickets likely to be sold;
- (e) not to publicise the Event by the display of advertising material in contravention of applicable laws or regulations, or permit any other person, firm, company or organisation to do so;
- (f) to comply with all relevant legislation relating to the promotion and sale of tickets to the Event;
- (g) to ensure that all signs, advertising boards and banners used by the Hirer within the NTC (as approved by the LTA pursuant to clause 6.1(f)) will be flame retardant to a standard approved by the LTA; and
- (h) to be responsible for all equipment provided by, for, or on behalf of the Hirer.

## **8. Licensing**

- 8.1 The Hirer shall comply with all licences granted to the LTA by the licensing authorities in respect of the Designated Area and also the provisions of the Public Health Acts, Local Bye-Laws, and any other relevant statutes or regulations and the requirements of the Performing Rights Society. No wines, spirits or other alcohol may be brought into the NTC without the prior written consent of the LTA. In no circumstances will the LTA permit entry to the Event in contravention of any safety capacity set by any licensing authority.
- 8.2 Any drinks not supplied by the LTA which are consumed in the Designated Area (including raffle prizes), may be liable to a corkage charge to be advised by the LTA, which the Hirer shall pay in accordance with clause 3.3. Any corkage charges shall exclude Value Added Tax.

## **9. Staffing and Security**

- 9.1 The LTA shall provide the LTA Staff to assist in the operation and running of the Event. All staff required by the Hirer in addition to the LTA Staff shall be engaged directly by the Hirer and shall be the sole responsibility of the Hirer (including in relation to their remuneration).
- 9.2 The Hirer shall, and shall procure that its employees, agents and guests at the Event shall, comply with all instructions that may be provided by LTA security staff, and (unless otherwise agreed with the LTA) the Hirer shall not engage additional security personnel from external suppliers in relation to the Event.

## **10. Overrun Hours**

If the actual duration of the Event exceeds the Hire Period then, subject to the LTA in its discretion permitting an overrun and the relevant licensing laws, the LTA may charge for the Hirer's occupation of the Designated Area at the rate specified in the Order Form.

## **11. Broadcasting, Video and Sound Recording**

- 11.1 The Hirer shall not transmit or broadcast by telegraph, telephone, wireless, television or other means or make any visual or sound recording of the whole or any part of the Event or subject matter of the Event except with the prior written consent of the LTA (and on such terms as may be agreed between the LTA and the Hirer), and the Hirer shall not permit any third party to do any of the foregoing.
- 11.2 If sound recordings (such as radio, compact discs, mp3's etc.) are played at the Event, it is the Hirer's responsibility under the terms of the Copyright, Designs & Patents Act 1988 as the organiser of the Event to secure the relevant rights to use those works.

## **12. Warranties**

- 12.1 The LTA warrants and undertakes to the Hirer that:-
- (a) it has the right, power and authority to enter into the Agreement; and
  - (b) any goods supplied by the LTA shall be of satisfactory quality and fit for their purpose and any services provided by the LTA shall be supplied and rendered with reasonable skill, care and diligence by appropriately experienced and trained personnel.
- 12.2 The Hirer warrants and undertakes to the LTA that:
- (a) it is, and shall remain throughout the Hire Period free and entitled to enter into the Agreement; and
  - (b) it has taken out and will maintain in full force and effect throughout the Hire Period insurance policies in respect of all those professional, third party and employee liability risks associated with the hire of the Designated Area and the staging of the Event which are required by law and those which a prudent hirer would insure against (such insurances to be arranged with limits at a level which a prudent hirer would buy).
- 12.3 Subject to clause 12.1, the Hirer acknowledges and accepts that the LTA gives no warranties of any kind in relation to the Designated Area, the Facilities or the Equipment and that any conditions, warranties, terms and undertakings which would otherwise be implied into the Agreement (whether by statute or otherwise) relating to the Designated Area, the Facilities or the Equipment, or the provision of any other goods or services by the LTA to the Hirer under the terms of the Agreement are hereby excluded to the fullest extent permitted by law.

## **13. Limitation of Liability and Indemnities**

- 13.1 Nothing in the Agreement shall operate to exclude or limit the LTA's liability for:
- (a) death or personal injury caused by the negligence of the LTA, its servants, agents, employees or subcontractors;
  - (b) fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded or limited under applicable law.
- 13.2 Subject to clause 13.1, the LTA shall not be liable to the Hirer for any loss of, damage to or costs in respect of:
- (a) loss of profit, anticipated profits, revenues or anticipated savings;
  - (b) goodwill, enjoyment, business opportunity or publicity; or
  - (c) indirect or consequential loss or damage whether foreseeable, known, foreseen or otherwise.
- 13.3 Subject to clause 13.1, the LTA's maximum aggregate liability in respect of all actions, proceedings, claims arising out of or in connection with the Agreement or any collateral contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed an amount equal to 100% of the Fees.
- 13.4 The Hirer shall indemnify the LTA against all actions, proceedings, demands, claims, damages, fines and reasonable legal fees incurred, brought, threatened or awarded against the LTA:
- (a) in respect of any personal injury or death of a person arising as a result of the Event, unless caused by the negligence of the LTA, its servants, agents, employees or subcontractors; and
  - (b) by any third party (including without limitation any local authority) to the extent that any such action, proceedings, demand, claim, damages, fine or legal fees results (whether directly or indirectly) from any breach by the Hirer of any term of the Agreement.
- 13.5 The Hirer shall be responsible for all and any damage caused to the Facilities, the Designated Area or any property there (including any goods, fixtures, fittings, equipment (including the Equipment), whether or not owned by the LTA) by the Hirer or any of its servants, agents, guests or other persons, and the Hirer shall indemnify the LTA in respect of any such damage.

## **14. Term and Termination**

- 14.1 Without prejudice to any other remedies available, either party shall be entitled to terminate the Agreement with immediate effect by giving written notice of termination to the other if:
- (a) the other commits a material breach of the Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the Hirer has failed to remedy that breach within fourteen (14) days after the receipt by the other of a notice identifying the breach and requiring its remedy; or
  - (b) if the other party passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or if it shall cease or threaten to cease to carry on its business or substantially the whole of its business or it becomes or is declared insolvent, bankrupt or convenes a meeting of or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator or trustee or similar officer is appointed over the assets of it or any analogous step is taken in connection with insolvency or dissolution.
- 14.2 Without prejudice to any other remedies available, the LTA may terminate the Agreement with immediate effect:
- (a) if any payment due by the Hirer shall be outstanding for more than seven (7) days; or
  - (b) if it has reasonable grounds for believing that the Event may endanger public order or the safety of any person, or encourage behaviour which is obscene, immoral, likely to incite racial hatred or damage the reputation of the LTA.

14.3 Clauses 12 and 13 shall survive termination of the Agreement.

14.4 Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law.

**15. Force Majeure**

The LTA shall not be liable for any delay or failure in performing any of its obligations hereunder if such delay or failure is caused by circumstances beyond the LTA's reasonable control (including, without limitation, any act of God, fire, flood, strike, lock-out or other form of industrial action or any royal bereavement).

**16. Notices**

Any notice or other document to be given under the Agreement shall be in writing and delivered or sent by hand-delivery, e-mail or facsimile transmission to the address or e-mail or facsimile number of the other party set out in the Order Form and any such notice or other document shall be deemed to have been served and/or delivered (if hand-delivered) at the time of delivery or (if sent by e-mail or facsimile transmission) upon the expiration of twelve (12) hours after despatch.

**17. Assignment and Sub-Licensing**

17.1 The Hirer shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement.

17.2 The LTA may assign the Agreement or any of its rights and obligations hereunder to any other party.

**18. General**

18.1 If any provision in the Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that provision or part thereof shall to that extent be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement or any part thereof shall not be affected.

18.2 Subject to any variation under clause 18.8, the terms and conditions of the Agreement shall apply as between the parties in respect of the subject matter hereof to the exclusion of all other terms and conditions (including any terms and conditions that the Hirer purports to apply).

18.3 The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement. Each party acknowledges that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in the Agreement. Nothing in this clause 18.3 operates to limit or exclude any liability for fraud.

18.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Agreement, the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

18.5 No failure of either party to exercise, and no delay in exercising, any right or remedy in respect of any term of the Agreement shall operate as a waiver of such right or remedy.

18.6 The LTA and the Hirer are independent contractors with respect to each other and nothing in the Agreement shall create any association, partnership or joint venture relationship between them.

18.7 The Agreement may not be modified or amended except in writing signed by an authorised representative of each of the parties.

18.8 The Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.