

AELTC COMMUNITY SPORT

TERMS AND CONDITIONS OF HIRE

PLEASE READ THESE TERMS AND CONDITIONS OF HIRE CAREFULLY

WHAT'S IN THESE TERMS?

These terms (the “Terms”) tell you (“You” or “Your”) the rules for using our Sites (as defined below) and website www.communitysport.aeltc.com (“Our Website”).

By using Our Website and our Sites, You accept all of the Terms as set out below (which include the rules and regulations relating to each of the Sites), together with any further rules, protocols and other policies as may be referenced explicitly or implicitly in them, or as otherwise notified to You from time-to-time.

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1. WHO WE ARE AND HOW TO CONTACT US

www.communitysport.aeltc.com is a site operated by The All England Lawn Tennis Club (Championships) Limited ("**We**", "**Our**" or "**Us**"). We are registered in England and Wales under company number 07546773 and have Our registered office at The All England Lawn Tennis Club, Church Road, Wimbledon, London, SW19 5AE. Our main trading address is The All England Lawn Tennis Club, Church Road, Wimbledon, London, SW19 5AE. Our VAT number is GB 115 0747 40. We are a limited company.

To contact Us, please email or telephone the following:

Raynes Park:
communitytennis@aeltc.com
07384 826 702

Roehampton:
cscr@aeltc.com
07798 655 091

(A) INFORMATION ABOUT OUR WEBSITE

www.communitysport.aeltc.com is a website that allows users to become members ("**Members**") of the AELTC Community Tennis Centre, Raynes Park ("**Raynes Park**") and the Wimbledon Qualifying & Community Sports Centre, Roehampton ("**Roehampton**") (each a "**Site**" and collectively, the "**Sites**") and to book courses ("**Courses**"), programmes ("**Programmes**") tennis and squash courts ("**Courts**") and football pitches ("**Pitch(es)**") at the Sites as a Member for themselves and on behalf of groups.

Our Website incorporates the system, made available by ClubSpark Group Limited of 41-47 Hartfield Road, Wimbledon, London, United Kingdom, SW19 3RQ (registered in England No. 7981720) ("**ClubSpark**"), for the booking of Programmes and Courses and other services provided by the Sites, and the Court booking module through which You may review, select, apply to attend and book and pay for Courts ("**ClubSpark Portal**").

(B) USING OUR WEBSITE

By using Our Website, You confirm that You accept these Terms and the ClubSpark Portal terms, found **here**, and that You agree to comply with them.

If You do not agree to these Terms, You must not use Our Website.

We recommend that You print a copy of these Terms for future reference.

(C) OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms, which also apply to Your use of Our Website:

- Our Privacy Policy which sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using Our Website and the Sites, You consent to such processing and You warrant that all data provided by You is accurate. As a condition of these Terms and as a Member and Primary Booker (as defined below), You warrant and represent that you have made all and any of Your participants, players and other authorised guests (“**Visitors**”) accept and understand the manner in which AELTC will obtain, use and process their personal data, as detailed in Our Privacy Policy;
- Our Acceptable Use Policy which sets out the permitted uses and prohibited uses of Our Website. When using Our Website, You must comply with this Acceptable Use Policy;
- Our Cookie Policy which sets out information about the cookies on Our Website; and
- All and any other relevant policies and protocols, including but not limited to those related to the COVID-19.

(D) WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time. Every time You wish to use Our Website and Sites, please check these Terms to ensure You understand the terms that apply at that time. These Terms were most recently updated on [19] January 2021.

(E) WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change Our Website from time to time.

2. REGISTRATION AND MEMBERSHIP

(A) REGISTRATION AND MEMBERSHIP FEES

You shall be required to register (“**Registration**”) and pay a membership fee (“**Membership Fee**”) in order to become a Member and to create Your Site account (“**Account**”) on Our Website.

The Membership Fee is detailed on our Registration page. You must pay the Membership Fee via Our Website by a credit or debit card accepted on Our Website.

By registering with Us for use of Our Website, You warrant that:

- You are not currently a registered user;
 - You have not previously had Your user Registration cancelled;
 - You are not registering an Account on behalf of another person;
 - You have provided true, current and complete Registration information;
 - You are not barred under the laws of Your country from using Our Website;
 - You will not create more than one personal Account and, if We disable Your Account, You will not create another one without our permission;
 - You will not use Our Website if You are under sixteen (16) years of age;
 - You warrant that You will keep Your contact information accurate and up-to-date;
 - You will not share Your password, let anyone else access Your Account, or do anything else that might jeopardise the security of Your Account;
 - You will not transfer Your Account (or any part thereof) to anyone without first getting Our written permission;
- and
- if You select a username or similar identifier for Your Account, We reserve the right to remove or reclaim it if We believe it is appropriate.

(B) CHILDREN

You shall be allowed to link up to nine 9 children to Your Account to allow You to book Programmes, Courses, Courts and Pitches on behalf of the child.

By linking a child (being a person under the age of 18 years old) to Your Account, You warrant that:

- You confirm that You are the parent or guardian of the child;
- You give Your approval for the child to participate in activities at the Sites to which You enrol Your child;
- You give Your permission to Us to administer any relevant treatment or medication to Your child when/if

necessary. In addition, if the case arises and You are not present, You authorise our members of staff or volunteers to take Your child to hospital and give full permission for any treatment required to be carried out in accordance with the hospital's diagnosis. You understand that You shall be notified, as soon as possible of the hospital visit and any treatment given by the hospital;

- You will accompany the child if he/she is under 12 years of age for the duration of their session or appoint a responsible adult to do so if You are unable. If attending a holiday course, You may leave Your child with the permission of the coach, having given accurate contact details in case of emergency; and
- You give Your approval for Us to take, record and use footage and photographs ("**Footage and Photographs**") featuring Your child, whilst participating at the Sites for the purposes set out below. In consideration of enrolling Your child at the Sites You confirm that you:
 - grant Us permission to use the Footage and Photographs throughout the world in all and any media, including in our printed publications, presentations, promotional materials, in the advertising of Our goods and services or on Our Website ("**Specified Purposes**"); and
 - do not object to Us storing copies of the Footage and Photographs for the Specified Purposes.

3. BOOKING RECURRING SESSIONS, PROGRAMMES, COURTS AND PITCHES

(A) ONLINE BOOKINGS

We have commissioned ClubSpark to provide, as part of the ClubSpark Portal, an online tool to facilitate the promotion and booking of:

- Recurring sessions (including pay and play sessions, one-off drills, cardio tennis, etc.);
- Programmes (six, ten or 14 week options); and
- Courts (casual bookings)

by Account holders ("**Individual Booking(s)**").

You must have an Account to book recurring sessions, Programmes, Courts ("**Booking(s)**").

Bookings made for the use of facilities at Roehampton (including the grass pitches, synthetic turf pitch ("**STP**"), netball courts, indoor sports hall and studio) can be made offline via email or telephone (please see paragraph 3(c) below for details on how to make offline bookings).

Once You have offered to make an Individual Booking or Ad hoc Booking then, subject to availability and checking Your debit/credit card details, We will accept Your offer on behalf of Us and ClubSpark will confirm Your Booking by displaying Your unique booking reference code.

The contract is formed when the offer is accepted and shall consist of these Terms (and the documents referred to in them), the email ClubSpark sends You on behalf of Us confirming acceptance of Your Booking and the applicable details within the Individual Booking or Ad hoc Booking information provided by Us.

Bookings can be made by Members through Clubspark, or via email on an individual 'one-off' basis. All Bookings are subject strictly to these Terms, together with Your adherence to Our other codes and policies, including the Covid-19 Information and other Site policies ("**Policies**"). Non-compliance with the Policies may (in Our sole discretion) result in the cancellation of your Booking(s) and Registration, and/or permanent prohibition of Your future access to or use of Our Website and the Sites.

Bookings may only be made for those times of the day as outlined on Our Website or as otherwise notified to Members from time to time. We reserve the right to increase or decrease the times between which Bookings can be made in Our sole discretion.

(B) OFFLINE BLOCK BOOKINGS

If You make a block booking for a Court or Pitch (being a block of ten or more booking slots ("**Slot(s)**"), You will enter into a contract with Us ("**Block Booking**"). We will facilitate the confirmation of a Block Booking, as well as the payment for a Block Booking from You. When making a Block Booking, We will send you a unique web link via email in order to process Your payment.

Block Bookings can only be made during the following periods throughout the year ("**Booking Period(s)**"):

- (i) 1st August to 31st December ("**Booking Period One**");
- (ii) 1st January to 30th April ("**Booking Period Two**"); and
- (iii) 1st May to 31st July (for **Raynes Park only**) ("**Booking Period Three**").

Please note that Booking Period Three will be used for qualifying events at Roehampton, with only limited availability for Ad Hoc Bookings.

To make a Block Booking, Primary Bookers must request a booking request form (“**Block Booking Request Form**”) from Us by sending an email (“**Block Booking Email**”) to the following email addresses:

Raynes Park :
communitytennis@aeltc.com

Roehampton :
cscr@aeltc.com

Once You have offered to make a Block Booking then, subject to Your submission of a validly and correctly completed and returned Block Booking Request Form and Our checking Your debit/credit card details, We will accept Your offer on behalf of Us and will confirm Your Booking to You by email.

A request by You to make an Individual Booking, Ad hoc Booking or a Block Booking using the booking processes on Our Website is an offer made subject to these Terms.

If You are the Primary Booker, You are responsible at all times for the conduct and otherwise compliance of Visitors under Your Booking with Our Policies, rules and regulations in relation to any Bookings and the use of the Courts, Pitches, Changing Facilities (as defined below) and any other areas at the Sites.

(C) OFFLINE INDIVIDUAL/AD HOC BOOKINGS

You can also make single bookings (“**Ad hoc Booking(s)**”), by completing the booking form found on Our Website (“**Booking Form**”) and submitting this to Us via email (please see the contact details provided at the top of section 1 of these Terms).

(D) PAYMENT FOR BOOKINGS

If You make an Online Booking, You will enter into a contract with Us. ClubSpark will facilitate that transaction by means of the ClubSpark Portal, but ClubSpark is not itself a party to that contract and the ClubSpark Portal simply facilitates payment from You on behalf of Us.

Unless otherwise stated, You must pay for Online Bookings through Our Website by a credit or debit card accepted on Our Website.

When We have accepted Your offer to make an Offline Block Booking or Ad Hoc Booking, We will issue an invoice to you which must be settled in full within 30 days of issue (“**Invoice Due Date**”).

Any VAT, booking fees or payment facilitation fees shall be included in the total cost of a Booking less the booking fee. If You require a VAT receipt for the Booking fees, please contact Us.

Where any invoices (or any part thereof) remain overdue and unpaid beyond the Invoice Due Date, We may, in Our sole discretion, limit Your booking privileges until such amounts are settled.

(E) CHANGING FACILITIES

We reserve the right, in Our sole discretion, to withdraw the right of Visitors to access and use changing rooms, showers, lockers and other changing facilities (“**Changing Facilities**”) at the Sites for the purposes of a Booking. Where we deem it necessary to limit or restrict the use of Changing Facilities by Visitors, we will use reasonable efforts to arrange appropriate alternative facilities for use by Visitors for the purposes of a Booking.

(F) CANCELLATION

Whilst We try to ensure that all prices on Our Website are accurate, errors may occur. If We discover an error in the price of the Course, Programme, Court or Pitch You have booked, We will inform You as soon as possible and give You the option of reconfirming Your order at the correct price (and credit or debit Your Account as applicable) or cancelling Your booking. If We are unable to contact you, You agree that We may treat the booking as cancelled. If You choose to cancel after You have already paid the incorrect ticket price for the booking, You will receive a full refund from Us.

i. ONLINE BOOKINGS

If You wish to cancel Your Online Booking You must cancel it via the “My Bookings” page on Our Website (or in respect of an Ad hoc Booking, via email), 24 hours or more prior to the scheduled time at which the Individual Booking is due to take place. If You give such notice to cancel Your booking, You will be refunded the fee for the Online Booking back to the card that it was paid with.

If Your Online Booking is cancelled due inclement weather resulting in the Site being closed or the Courts being unusable (in Our sole opinion), You will be refunded the fee for the Individual Booking or Ad hoc Booking back to the card that it was paid with.

No refund will be given if notice is given by You less than 24 hours prior to the scheduled commencement of the Online Booking.

ii. OFFLINE BLOCK BOOKINGS

If You:

- wish to cancel Your Block Booking in its entirety, You must cancel it by sending an email to the Block Booking Email, not less than seven (7) days prior to the scheduled time at which the Block Booking is due to commence (or, if the Block Booking has already commenced, not less than 24 hours prior to the scheduled start time of the next Slot in the Block Booking).
- are given such adequate and proper notice to cancel Your Block Booking in its entirety, You will be refunded the fee for the Block Booking back to the card that it was paid with. No refund will be given if notice is provided less than seven (7) days prior to the scheduled commencement of the Block Booking.
- wish to cancel any one or more Slots, any amount of the booking fees attributed to the cancelled Slot(s) shall not be refunded to You, unless We decide to do so in the Duty Manager's sole discretion. A maximum of 10% of the Slots as part of a Block Booking may be cancelled and (in Our reasonable discretion) refunded in each Block Booking Period (e.g., out of a Block Booking of 20 Slots, a maximum of two may be cancelled and refunded).
- are unable to use a Slot as part of Your Block Booking due to inclement weather, or Court or Pitch conditions which render them unusable (to be decided in Our sole discretion), this information will be communicated to You via the Duty Manager(s) as soon as reasonably practicable and You may receive a refund for the Slot which has been cancelled.

iii. OFFLINE INDIVIDUAL/AD HOC BOOKINGS

If You:

- wish to cancel Your Offline Individual/Ad hoc Booking, You must cancel it by sending an email to the Block Booking Email, not less than 24 hours prior to the scheduled time at which the Booking is due to commence
- given such adequate and proper notice to cancel, You will receive a refund for Your Offline Individual/Ad hoc Booking.

(G) OUR CANCELLATION DUE TO POOR CONDITIONS

We reserve the right (including on the day of the Booking and at late notice) to prohibit the use of Courts or Pitches during or after periods of inclement weather, where such conditions have rendered the Courts and/or Pitches unplayable (temporarily or otherwise). In such circumstances, We shall decide in Our sole discretion whether Bookings of any kind can go ahead. Any decisions made by Us in this regard shall be communicated to You (and any other Members where relevant) by the Grounds Team and Duty Managers as soon as reasonably practicable.

In circumstances of inclement weather, We may offer You the option of fulfilling your Booking or Slot by playing on (in the case of Pitch Bookings) the STP, and/or (in the case of Court Bookings) the all-weather courts located at the Site ("**Artificial Playing Areas**").

Use of the Artificial Playing Areas is at Visitors' own risk and is strictly subject to availability at the time a Booking or Slot is due to take place.

4. SITE CONDITIONS OF USE - ROEHAMPTON

(A) SITE INFORMATION

SITE ADDRESS	Wimbledon Qualifying & Community Sports Centre, Roehampton Bank Lane Roehampton SW15 5JQ
GENERAL MANGER	Andrew Ambrose
OPERATIONS MANAGER	Dee Desforges-Houle
DUTY MANAGER CONTACT NUMBER	07798 655091
SECURITY CONTACT NUMBERS	07442 569115

(B) ACCESS TO THE SITE

Visitors must report to security upon arrival before entering the Site.

Visitors must present their proof of Membership (applicable to those groups issued with membership cards).

Primary Bookers or Coaches should check in with reception on arrival before proceeding to the respective facilities on the Site for their Booking.

There is a 5mph speed limit on the Site.

Bicycles should not be cycled through pedestrian areas on the Site and should only be left on the designated cycle racks.

On-site parking is available for cars only. Coaches must park outside of the Site on Bank Lane, ensuring access to any private property close to the Site is not affected or blocked in any way.

Centre management reserves the right to refuse entry to the Site.

Please remember to bring your proof of Membership, temporary pass, or valid Booking receipt to gain access to the Site.

(C) EMERGENCIES

In the event of a fire alarm sounding, please proceed immediately to the assembly point in the disabled parking bays in the Site car park and await further instructions from the Site team.

Primary Bookers are responsible for all Visitors in their groups in case of fire evacuation (Primary Bookers will be briefed by the Duty Managers as to the location of the fire assembly point).

In the event of a medical emergency, there is a defibrillator and oxygen tank at reception.

Team/Group organisers are responsible for the first aid requirements of their groups. The first aid post is located adjacent to the reception area on the Site. Whilst the Site's Duty Manager is a trained first aider, it is the responsibility of the groups/teams to ensure that they have sufficient first aiders and equipment to deliver their sessions safely.

All first aid incidents must be reported to Site reception as soon as possible.

In the event of an accident or incident which occurs during a Booking which requires emergency services assistance, you must inform a member of our team immediately.

First aid equipment is stored in the first aid post opposite the reception area on Site.

USING PITCHES, COURTS AND OTHER SITE FACILITIES

All Visitors must comply with these Terms. All Visitors should behave considerately towards other Visitors, staff, and the facilities. Any Guest not adhering to Terms shall be asked to leave the Site and should leave the premises immediately.

You are responsible for the safety and behaviour of any children (being those Visitors under the age of 18 years old) under your supervision on the Site, and they should understand relevant Terms applicable to the Site.

All Visitors must comply with notices and signage on display at the Site.

As this is an All England Club Site, players are encouraged to wear white when playing tennis on the Courts.

Appropriate footwear and apparel must be worn for each respective sport:

- Shirts must be always worn.
- No studs or cleats are permitted on Courts.
- Non-marking soles must be worn on Courts.
- No metal studs or muddy footwear are permitted on the STP.
- Non-marking soles must be worn on all Courts.

Please do not enter the Pitches or Courts when the 'Facility Closed' signs are displayed.

All and any equipment which is brought onto, kept and stored on the Site by Members, Primary Bookers and any other Visitors, shall be their sole responsibility and do so at their own risk. We do not accept liability for damage, loss or theft of equipment or other possessions of any kind.

Anyone using the Site does so at their own risk. We accept no responsibility for injuries, however caused when on the Site (including while using any of the facilities on the Site), nor the loss or damage of personal property brought onto the Site.

Any Bookings that overrun may incur an additional charge at Our sole discretion, administered by the duty manager.

Court facilities operate a 24-hour cancellation policy – requests to cancel Bookings must be received by Us more than 24 hours before the scheduled Booking (please refer to Cancellation above at (f)).

Individual Pitch bookings operate a 7-day cancellation policy. Requests to cancel Bookings must be received more than 7 days before the scheduled booking (please refer to Cancellation above at (f)).

The Primary Booker shall not assign or sub-let the right to use the facilities and must only use the Site (and the facilities on the Site) for the purposes of a Booking or Slot.

All Visitors under the age of 12 years must always be supervised by an adult.

We seek to maintain high standards across our Sites and expect Visitors to treat our facilities on our Sites with the utmost care, consideration and respect. All Visitors will be held responsible for any damage caused by them on Site. Members and Primary Bookers must ensure that all Visitors abide by these Terms at all times while on Site.

All areas must be left clean and tidy and free from damage. Any additional cleaning, waste removal, repairs or replacement of equipment undertaken by Us because of an event / activity shall be the responsibility of the Primary Booker and charged to the Primary Booker and payable to us within 30 days of Our issuing of a related invoice.

(D) HEALTH & SAFETY & HYGIENE

Visitors are responsible for their own health and safety and should always conduct their activities in a safe manner so as to not impact on the health and safety of themselves or others when on the Site.

Toilets and bathrooms are available for use by Visitors, but users are asked to consider others when using these areas and behave accordingly:

- No towels or articles of clothing may be left in lockers or on clothes pegs overnight.
- Toiletries should not be left in the bathrooms.
- Please use the lockers to secure your personal items – any items left unattended is solely at the owner's risk.

Stay hydrated - please bring your own drinks bottle – the water fountain has a bottle refill tap.

No food or drinks are allowed in the dome except for water. Water bottles may be refilled from the water fountains located near the dome or opposite the Site reception.

(E) HEALTH

You must make sure that You and any Visitors to our Site are fit to exercise and undertake your chosen sport.

For the purposes of your own safety, please advise us if you are taking medication or have any relevant preexisting medical conditions to the carrying out of Your Booking and/or Slot.

Please ask a member of Site staff for assistance if you need it.

If a child under your supervision is unwell, we recommend that you do not bring them to their Booking.

If you or a member of your household are exhibiting symptoms of COVID-19, then you must follow the latest government guidelines on isolation and reporting. You must not come to the Site until it is safe to do so.

Diarrhoea – anyone who has had diarrhoea must not attend site until 48hrs after the symptoms have abated.

Chicken Pox or Shingles – if You, Your child or any Visitor as part of a group has chicken pox or shingles, please do not attend sessions until the spots have completely scabbed over.

(F) GENERAL RULES

You understand and consent to the fact that, while using the Site, various filming, photography and broadcasting may take place. You consent to photographs, filming and sound recording of You and grant your permission, free of charge, to Us (including our licensees and those authorised by Us) to use such photographs, films and recordings (including any copies) and for Your image, likeness and voice to be included in pictures and/or on film and/or audio broadcasts or transmissions (including the publication on the internet and in social media) and their exploitation and advertising without compensation or credit, and such use shall last in perpetuity.

Dogs are not permitted to enter inside the domes, the outdoor Courts or inside any buildings located on the Site.

Dogs must be kept on a lead at all times and all waste must be picked up after your dog when required and disposed of.

Smoking is not permitted on Site.

Alcohol is not permitted on Site.

Please dispose of litter in the waste bins provided. We encourage users to separate waste and recycle when possible.

5. SITE CONDITIONS OF USE – RAYNES PARK

(A) SITE INFORMATION

SITE ADDRESS	AELTC Community Tennis Centre 216 Grand Drive Raynes Park London SW20 9NB
GENERAL MANGER	Andrew Ambrose
OPERATIONS MANAGER	Catherine Edser
DUTY MANAGER CONTACT NUMBER	07384 826702
SECURITY CONTACT NUMBERS	0208 542 6532 07736 851 568

(B) ACCESS TO THE SITE

Visitors must report to security upon arrival before entering the Site.

Visitors must present their proof of Membership (applicable to those groups issued with membership cards).

Primary Bookers or Coaches should check in with reception on arrival before proceeding to the respective facilities on the Site for their Booking.

There is a 5mph speed limit on Site.

Bicycles should not be cycled through pedestrian areas on the Site and should only be left on the designated cycle racks.

Raynes Park management reserves the right to refuse entry to the Site.

Please remember to bring your membership, temporary pass, or valid Booking receipt to gain access to the Site.

(C) EMERGENCIES

In the event of a fire alarm sounding, You and all Visitors must proceed immediately to the assembly point in the disabled parking bays in the car park on Site (“**Assembly Point**”) and await further instructions from the Site team.

Primary Bookers are responsible for their groups in case of a fire evacuation (Primary Bookers will be briefed by the Duty Managers on the location of the fire assembly point).

There are fire extinguishers and a fire blanket in the break-out room opposite the Site reception area.

In the event of the alarm sounding in the airdrome indicating a loss of pressure, please leave the dome immediately via the revolving door or the emergency exit doors and proceed to the Assembly Point and await further instructions from the Site team.

In the event of a medical emergency, there is a defibrillator and oxygen tank at the Site reception.

Primary Bookers are responsible for the first aid of the Visitors as part of their group. Whilst the Duty Manager is a trained first aider, it is the responsibility of the Visitors to ensure that they have sufficient first aiders and equipment to safely deliver their sessions related to a Booking.

All first aid incidents should be reported to Site reception.

In the event of an accident or incident which occurs during a Booking requiring emergency services, you must inform a member of Our Site team immediately.

A first aid kit is stored in the grey cabinet in the kitchenette area of the breakout room opposite the Site reception.

(D) USING PITCHES, COURTS AND OTHER SITE FACILITIES

All users must comply with the conditions of use and site rules. All users should behave considerately towards other users, staff and the facilities. Any user not adhering to the Site rules and conditions may be asked to leave Raynes Park and should leave immediately.

You are responsible for the behaviour of any children under your supervision, and they should understand relevant rules and conditions.

All users must comply with notices and signage on display at Raynes Park.

As this is an All England Club Site players are encouraged to wear white when playing tennis

Appropriate footwear and apparel must be worn for respective sports:

- Shirts must be always worn
- No Studs or cleats on Courts
- Non marking soles must be worn on Court
- No metal studs or muddy footwear on the STP
- Non- marking soles must be won on Court.

Please do not enter the Pitches or Courts when the 'Facility Closed' signs are displayed.

All and any equipment which is brought onto, kept and stored on the Site by Members, Primary Bookers and any other Visitors, shall be their sole responsibility and do so at their own risk. We do not accept liability for damage, loss or theft of equipment or other possessions of any kind.

Anyone using the Site does so at their own risk. We accept no responsibility for injuries, however caused when on the Site (including while using any of the facilities on the Site), nor the loss or damage of personal property brought onto the Site.

Any Bookings that overrun may incur an additional charge at Our sole discretion, administered by the duty manager.

Court facilities operate a 24-hour cancellation policy – requests to cancel Bookings must be received by Us more than 24 hours before the scheduled Booking (please refer to Cancellation above at 3(e).

Individual Pitch bookings operate a 7-day cancellation policy. Requests to cancel bookings must be received more than 7 days before the scheduled booking. (Please refer to full T&Cs).

The Primary Booker shall not assign or sub-let the right to use the facilities and must only use the Site (and the facilities on the Site) for the purposes of a Booking or Slot.

All Visitors under the age of 12 years must always be supervised by an adult.

We seek to maintain high standards across our Sites and expect Visitors to treat our facilities on our Sites with the utmost care, consideration and respect. All Visitors will be held responsible for any damage caused by them on Site. Members and Primary Bookers must ensure that all Visitors abide by these Terms at all times while on Site.

All areas must be left clean and tidy and free from damage. Any additional cleaning, waste removal, repairs or replacement of equipment undertaken by Us because of an event / activity shall be the responsibility of the Primary Booker and charged to the Primary Booker and payable to us within 30 days of Our issuing of a related invoice.

HEALTH & SAFETY & HYGIENE

Visitors are responsible for their own health and safety and should always conduct their activities in a safe manner to not impact on the health and safety of themselves or others when on the Site.

Toilets and bathrooms are available for use by Visitors, but users are asked to consider others when using these areas and behave accordingly:

- No towels or articles of clothing may be left in lockers or on clothes pegs overnight.
- Toiletries should not be left in the bathrooms.
- Please use the lockers to secure your personal items – any items left unattended is solely at the owner's risk.

Stay hydrated - please bring your own drinks bottle – the water fountain has a bottle refill tap
No food or drinks are allowed in the dome except for water. Water bottles may be refilled from the water fountains located near the dome or opposite the Site reception

(E) HEALTH

You must make sure that You and any Visitors to our Site are fit to exercise and undertake your chosen sport.

For the purposes of your own safety, please advise us if you are taking medication or have any relevant pre-existing medical conditions to the carrying out of Your Booking and/or Slot.

Please ask a member of Site staff for assistance if you need it.

If a child under your supervision is unwell, we recommend that you do not bring them to their Booking.

If you or a member of your household are exhibiting symptoms of COVID-19, then you must follow the latest government guidelines on isolation and reporting. You must not come to the Site until it is safe to do so.

Diarrhoea – anyone who has had diarrhoea must not attend site until 48hrs after the symptoms have abated.

Chicken Pox or Shingles – if You, Your child or any Visitor as part of a group has chicken pox or shingles, please do not attend sessions until the spots have completely scabbed over.

(F) GENERAL

You understand and consent to the fact that, while using the Site, various filming, photography and broadcasting may take place. You consent to photographs, filming and sound recording of You and grant your permission, free of charge, to Us (including our licensees and those authorised by Us) to use such photographs, films and recordings (including any copies) and for Your image, likeness and voice to be included in pictures and/or on film and/or audio broadcasts or transmissions (including the publication on the internet and in social media) and their exploitation and advertising without compensation or credit, and such use shall last in perpetuity.

Dogs are not allowed inside the domes, the outdoor courts or inside any buildings

Dogs must be kept on a lead (Please pick up after your dog when required)

Smoking is not permitted on Site

Alcohol is not permitted on Site

Please dispose of litter in the waste bins provided. We encourage users to separate waste and recycle when possible

6. CLOSING YOUR ACCOUNT AND MEMBERSHIP

Closing Your Account means shutting off Your profile and removing access to all of Your information from Our Website. Before You close Your Account, please note that You won't have access to any information You have added to Your Account.

You can close Your only Account by contacting us by email at CGro@aeltc.com or by telephone on +44 (0)20 8939 6422

We will close Your Account if:

- You have not made a Booking; and
- Your Account has not been accessed, for a period of two (2) years.

If Your Account is closed for any reason and You wish to re-register with the Sites via Our Website You shall be required to undertake the Registration process again which will include payment of the Membership Fee.

7. YOUR ACCOUNT AND PASSWORD

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of these Terms.

If You know or suspect that anyone other than You knows Your user identification code or password, You must promptly notify Us at CGro@aeltc.com.

8. OUR WEBSITE - YOUR OBLIGATIONS

(A) GENERAL

You shall:

- comply with all applicable laws and regulatory requirements in relation to Your use of Our Website and You will not use Our Website to do anything unlawful, misleading, malicious, or discriminatory;
- not represent Yourself as Our Website or an agent or partner of Our Website or make any representations, warranties or guarantees in respect of Our Website except as set out in these Terms;
- use Our Website for a commercial purpose, unless expressly authorised by Us and shall not post unauthorised commercial communications (such as spam) on Our Website;
- not collect users' content or information, or otherwise access search or scrape Our Website, using automated means (such as, spiders, harvesting bots, robots or scrapers), though this does not prohibit crawling by search engines where this in accordance with the provisions of the robots.txt file;
- not upload viruses or other malicious code;
- not solicit login information or access an account belonging to another user or undertake any related actions that violate the privacy or publicity rights of another user or any other person or entity;
- not bully, intimidate, or harass any other user;
- not encourage other users to use violence or commit illegal or criminal acts;
- not post content that is hate speech, threatening, or pornographic; is vulgar or offensive; incites violence; or contains nudity or violence;
- not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions;
- not disrupt (or attempt to disrupt) the normal operation of Our Website and shall not do anything that could disable, overburden, or impair the proper working or appearance of Our Website;
- not facilitate or encourage any violations of these Terms or our other policies;
- not frame Our Website on any other website;
- not circumvent (or attempt to circumvent) the security or authentication measures adopted by Us;
- not access (or attempt to access) any of the software, databases or systems (including the ClubSpark Portal) that support the operation of Our Website;
- not use Our name or logos, other than to identify in a lawful manner the goods and services provided by Us or Our licensees;
- not use other people's email addresses in order to register an Account;
- not impersonate another person or entity;
- not disseminate links to malicious content that could damage or disrupt another user's computer system;
- not use Our Website for commercial purposes without our express written consent; or
- not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless You are expressly permitted to do so under an open source license, or We give You express written permission.

You are responsible for:

- Your use of Our Website;
- maintaining regular backups of the data on Your computer;
- ensuring that any computer or device that You use in connection with Our Website has up-to-date antivirus software; and
- safeguarding the login and password that You use in connection with Our Website.

We encourage You to use strong passwords with Your Account.

(B) WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Once You become a Member and for the duration of such membership, Our Website is made available free of charge.

We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access Our Website through Your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

(C) OUR WEBSITE IS ONLY FOR USERS IN ENGLAND

Our Website is directed to people residing in England. We do not represent that content available on or through Our Website is appropriate for use or available in other locations.

(D) HOW YOU MAY USE MATERIAL ON OUR WEBSITE

We are the owner or the licensee of all intellectual property rights in Our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our Website for Your personal use and You may draw the attention of others within Your organisation to content posted on Our Website.

You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Website must always be acknowledged.

You must not use any part of the content on Our Website for commercial purposes without obtaining a licence to do so from Us or our licensors.

If You print off, copy or download any part of Our Website in breach of these Terms, Your right to use Our Website will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

(E) DO NOT RELY ON INFORMATION ON OUR WEBSITE

The content on Our Website is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Website.

Although We make reasonable efforts to update the information on Our Website, We make no representations, warranties or guarantees, whether express or implied, that the content on Our Website is accurate, complete or up to date.

(F) WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where Our Website contains links to other sites and resources provided by third parties, these links are provided for Your information only. Such links should not be interpreted as approval by Us of those linked websites or information You may obtain from them.

We have no control over the contents of those sites or resources.

(G) USER-GENERATED CONTENT IS NOT APPROVED BY US

Our Website may include information and materials uploaded by other users of Our Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by Us. The views expressed by other users on Our Website do not represent Our views or values.

If you wish to complain about information and materials uploaded by other users please contact Us on CGro@aeltc.com.

(H) OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Please note that We only provide Our Website for domestic and private use. You agree not to use Our Website 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.
- If defective digital content that We have supplied, damages a device or digital content belonging to You and this is caused by our failure to use reasonable care and skill, We will either repair the damage or pay You compensation.

(I) UPLOADING CONTENT TO OUR WEBSITE

Whenever You make use of a feature that allows You to upload content to Our Website, or to make contact with other users of Our Website, You must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and You will be liable to Us and indemnify Us for any breach of that warranty. This means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty.

Any content You upload to Our Website will be considered non-confidential and non-proprietary. You retain all of Your ownership rights in Your content, but You are required to grant Us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights You license to Us are described in Rights You are giving Us to use material You upload.

(J) RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to Our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting You make on Our Website if, in our opinion, Your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up Your content.

(K) WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that Our Website will be secure or free from bugs or viruses.

You are responsible for configuring Your information technology, computer programmes and platform to access Our Website. You should use Your own virus protection software.

You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Website will cease immediately.

(L) RULES ABOUT LINKING TO OUR WEBSITE

You may link to our home page, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to Our Website in any website that is not owned by you.

Our Website must not be framed on any other site, nor may You create a link to any part of Our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which You are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If You wish to link to or make any use of content on Our Website other than that set out above, please contact CGRO@aeltc.com.

(M) WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

Please note that these Terms, their subject matter and their formation, are governed by English law. You and We both agree that the courts of England and Wales will have exclusive jurisdiction except that if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.

(N) OUR TRADE MARKS ARE REGISTERED

We and members of Our group (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) own a number of trademarks in numerous territories, including but not limited to:

The following UK registered trademarks:

- THE CHAMPIONSHIP, Registration Number UK00000040977
- THE WIMBLEDON, Registration Number UK00000040979;
- W (logo), Registration Numbers UK00001285900, UK00001287779
- THE CHAMPIONSHIPS WIMBLEDON, Registration Numbers UK00001287777, UK00001316022, UK00001316023, UK00001316024, UK00001356738, UK00002154022, UK00002154024, UK00002154210, UK00002622260, UK00915281116
- THE CHAMPIONSHIPS / WIMBLEDON, Registration Number UK00001287778
- THE CHAMPIONSHIPS W WIMBLEDON, Registration Numbers UK00001294908, UK00001356736
- ALL ENGLAND CLUB, Registration Number UK00001315709
- ROAD TO WIMBLEDON, Registration Numbers UK00002357547, UK00903702289

The following US registered trademarks:

- WIMBLEDON, Registration Numbers 0810411, 1231180, 1250414, 1262399, 1361088, 2193559, 2459074, 71276351;
- THE CHAMPIONSHIPS WIMBLEDON, Registration Number 4515252;
- THE WIMBLEDON EXPERIENCE, Registration Number 2652044; and
- BREAKFAST AT WIMBLEDON, Registration Number 2496435;

You are not permitted to use them without Our approval, unless they are part of material You are using as permitted under How You may use material on Our Website.