



**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**WHAT'S IN THESE TERMS?**

These terms (the “**Terms**”) tell you (“**You**” or “**Your**”) the rules for using our website [www.communitytennis.aeltc.com](http://www.communitytennis.aeltc.com) (“**Our Site**”).

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**WHO WE ARE AND HOW TO CONTACT US**

[www.communitytennis.aeltc.com](http://www.communitytennis.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 [CGro@aeltc.com](mailto:CGro@aeltc.com) or telephone +44 (0)20 8939 6422

## AE LTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE

### INFORMATION ABOUT OUR SITE

www.communitytennis.aeltc.com is a website that allows users to become members ("**Members**") of the Raynes Park All England Lawn Tennis Club Community Sports Ground ("**Venue**") and to book courses ("**Courses**"), programmes ("**Programmes**") and tennis courts ("**Courts**") at the Venue as a Member.

Our Site incorporates the system, made available by Sportlabs Technology Limited of 101 Barnett Wood Lane, Ashted, Surrey KT21 2LR (registered in England No. 7981720) ("**Sportlabs**"), for the booking of Programmes and Courses and other services provided by the Venue, and the Court booking module through which You may review, select, apply to attend and book and pay for Courts ("**ClubSpark Portal**").

### BY USING OUR SITE YOU ACCEPT THESE TERMS

By using Our Site, You confirm that You accept these Terms and that You agree to comply with them.

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

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

### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

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

- 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 Site, You consent to such processing and You warrant that all data provided by You is accurate.
- Our Acceptable Use Policy which sets out the permitted uses and prohibited uses of Our Site. When using Our Site, You must comply with this Acceptable Use Policy.
- Our Cookie Policy which sets out information about the cookies on Our Site.

### WE MAY MAKE CHANGES TO THESE TERMS

We amend these Terms from time to time. Every time You wish to use Our Site, please check these Terms to ensure You understand the terms that apply at that time. These Terms were most recently updated on 1 December 2017

### WE MAY MAKE CHANGES TO OUR SITE

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

### REGISTRATION

You shall be required to register ("**Registration**") and pay a membership fee ("**Membership Fee**") in order to become a Member and to create Your Community Sports Ground account at the Venue ("**Account**") on Our Site.

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

By registering with Us for use of Our Site, 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 Site;
- 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 Site if You are under sixteen (16) years of age;

## AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE

- 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.

### CHILDREN

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

By linking a child to Your Account, You warrant that:

- You confirm that You are the parent or guardian of the child;
- You give Your approval for my child to participate in activities at the Venue 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 Your 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 Venue for the purposes set out below. In consideration of enrolling Your child at the Venue 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 Site ("**Specified Purposes**"); and
  - do not object to Us storing copies of the Footage and Photographs for the Specified Purposes.

### BOOKING COURSES, PROGRAMMES AND COURTS

You must have an Account to book Courses, Programmes and Courts at the Venue.

We have commissioned Sportlabs to provide, as part of the ClubSpark Portal, an online tool to facilitate the promotion and booking of Courses, Programmes and Courts by Account holders. You

If You book a Course, Programme or Court, You will enter into a contract with Us. Sportlabs will facilitate that transaction by means of the ClubSpark Portal, but Sportlabs 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 Courses, Programmes and Courts booked through Our Site by a credit or debit card accepted on Our Site.

A request by You to book a Course, Programme or Court using the booking process on Our Site is an offer made subject to these Terms.

Once You have offered to book a Course, Programme or Court then, subject to checking Your debit/credit card details, We will accept Your offer on behalf of Us and Sportlabs 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 Sportlabs sends You on behalf of Us confirming acceptance of Your booking and the applicable details within the Course, Programme or Court booking information provided by Us.

When We accepts Your offer to book a Course, Programme or Court, We will charge Your debit/credit card with the total cost of the Course, Programme or Court. Any VAT, booking fees or payment facilitation fees shall be

## AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE

included in the total cost of the Course, Programme or Court to Us less the booking fee. If You require a VAT receipt for the Course, Programme or Court booking fees please contact Us.

### CANCELLATION

Whilst We try to ensure that all prices on Our Site are accurate, errors may occur. If We discover an error in the price of the Course, Programme or Court 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.

If You wish to cancel Your booking, You must cancel the booking via the "My Bookings" page on Our Site, 24 hours or more prior to the scheduled time at which the Course, Programme or Court booking is due to take place. If You give such notice to cancel Your booking, You will be refunded the fee for the Course, Programme or Court back to the card that it was paid with. No refund will be given if notice is given less than 24 hours prior to the scheduled commencement of the Course, Programme or Court booking.

### CLOSING YOUR ACCOUNT

Closing Your Account means shutting off Your profile and removing access to all of Your information from Our Site. 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](mailto:CGro@aeltc.com) or by telephone on +44 (0)20 8939 6422

We will close Your Account if:

- You have not booked a Course, Programme or Court; 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 Venue via Our Site You shall be required to undertake the Registration process again which will include payment of the Membership Fee.

### 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](mailto:CGro@aeltc.com).

### YOUR OBLIGATIONS

You shall:

- comply with all applicable laws and regulatory requirements in relation to Your use of Our Site and You will not use Our Site to do anything unlawful, misleading, malicious, or discriminatory;
- not represent Yourself as Our Site or an agent or partner of Our Site or make any representations, warranties or guarantees in respect of Our Site except as set out in these Terms;
- use Our Site for a commercial purpose, unless expressly authorised by Us and shall not post unauthorised commercial communications (such as spam) on Our Site;

## **AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE**

- not collect users' content or information, or otherwise access search or scrape Our Site, using automated means (such as, spiders, harvesting bots, robots or scrapers), though this does not prohibit crawling by search engines where this is 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 Site and shall not do anything that could disable, overburden, or impair the proper working or appearance of Our Site;
- not facilitate or encourage any violations of these Terms or our other policies;
- not frame Our Site 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 Site;
- 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 Site 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 Site;
- maintaining regular backups of the data on Your computer;
- ensuring that any computer or device that You use in connection with Our Site has up-to-date anti-virus software; and
- safeguarding the login and password that You use in connection with Our Site.

We encourage You to use strong passwords with Your Account.

### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

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

We do not guarantee that Our Site, 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 Site 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 Site through Your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### **OUR SITE IS ONLY FOR USERS IN ENGLAND**

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

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it.

## **AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE**

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 Site for Your personal use and You may draw the attention of others within Your organisation to content posted on Our Site.

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 Site must always be acknowledged.

You must not use any part of the content on Our Site 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 Site in breach of these Terms, Your right to use Our Site will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

### **DO NOT RELY ON INFORMATION ON THIS SITE**

The content on Our Site 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 Site.

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

### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where Our Site 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.

### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

Our Site may include information and materials uploaded by other users of Our Site, 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 Site 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**.

### **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 Site for domestic and private use. You agree not to use Our Site 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.

### **UPLOADING CONTENT TO OUR SITE**

Whenever You make use of a feature that allows You to upload content to Our Site, or to make contact with other

## **AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE**

users of Our Site, 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 Site 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*.

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 Site 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 Site 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.

### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

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

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

You must not misuse Our Site 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 Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site 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 Site will cease immediately.

### **RULES ABOUT LINKING TO OUR SITE**

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 Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may You create a link to any part of Our Site 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 Site other than that set out above, please contact **CGRO@aeltc.com**.

### **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.

## AELTC COMMUNITY SPORTS GROUND WEBSITE TERMS OF USE

### 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
  - THE CHAMPIONSHIPS / WIMBLEDON, Registration Number UK00001287778
  - THE CHAMPIONSHIPS W WIMBLEDON, Registration Numbers UK00001294908, UK00001356736
  - ALL ENGLAND CLUB, Registration Number UK00001315709
  - ROAD TO WIMBLEDON, Registration Number UK00002357547
  
- 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 Site*.