Top Tennis Coaching: Terms and Conditions

1. **Limitations and exclusions of liability**

1.1   Nothing in these terms and conditions will:

(a)     limit or exclude any liability for death or personal injury resulting from negligence;

(b)     limit or exclude any liability for fraud or fraudulent misrepresentation;

(c)     limit any liabilities in any way that is not permitted under applicable law; or

(d)     exclude any liabilities that may not be excluded under applicable law.

1.2   The limitations and exclusions of liability set out in this Section 1 and elsewhere in these terms and conditions:

(a)     are subject to Section 1.1; and

(b)     govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

1.3   To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

1.4   We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

1.5   We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

1.6   We will not be liable to you in respect of any loss or corruption of any data, database or software.

1.7   We will not be liable to you in respect of any special, indirect or consequential loss or damage.

1.8   You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees)

**2. Breaches of these terms and conditions**

2.1   Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a)     send you one or more formal warnings;

(b)     temporarily suspend your access to our website;

(c)     permanently prohibit you from accessing our website;

(d)     block computers using your IP address from accessing our website;

(e)     contact any or all your internet service providers and request that they block your access to our website;

(f)      commence legal action against you, whether for breach of contract or otherwise; and/or

(g)     suspend or delete your account on our website.

2.2   Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

**3. Variation**

3.1   We may revise these terms and conditions from time to time.

3.2   The revised terms and conditions shall apply to the use of our service from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our service from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our service.

**4. Third party rights**

4.1   These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.

4.2   The exercise of the parties’ rights under these terms and conditions is not subject to the consent of any third party.

**5. Entire agreement**

5.1   Subject to Section 1.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and or service and shall supersede all previous agreements between you and us in relation to your use of our website and or service.

**6. Law and jurisdiction**

6.1   These terms and conditions shall be governed by and construed in accordance with English law.

6.2   Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

**7. Our details**

7.1   This website is owned and operated by Top Tennis Coaching Partners.

7.2   Our registered office is at 1 Voltaire, 21 Ennerdale Road, TW9 3PQ.

7.3   Our principal place of business is in Barnes Tennis Club, Sw13 9ql.

7.4   You can contact us by writing to the business address given above, by using our website contact form, by email to tom@toptenniscoaching.com or by telephone on 07951439158.

**8. General**

8.1 We will advertise courses and course availability in good faith and endeavour to fulfil these wherever possible. Changes to our published programme will be notified to all individuals concerned.

8.2 All players and visitors must adhere to all notices, signs and information intended for the safety of you and others.

8.3 If you suffer an injury on our premises, it is your responsibility to report it to a member of staff immediately.

8.4 Any individuals / groups behaving in any way deemed by Top Tennis Coaching to be abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person (including staff) or which might restrict or inhibit the use and enjoyment of services by any person will be asked to vacate the Centre and grounds.

8.5 People not playing sports should respect players on court by not making too much noise or causing any distractions.

8.6 Please respect your own and others’ possessions. Top Tennis Coaching accepts no responsibility for items lost, stolen or damaged on the premises.

8.7 Lost property, balls or equipment found should be handed back to the owner or to a staff member.

8.8 Damage caused whilst at Top Tennis Coaching is chargeable to the offender(s). To the extent permitted by law, Top Tennis Coaching will not accept responsibility for any injuries incurred during play at Top Tennis Coaching in any weather/ground conditions.

8.9 Appropriate sporting attire should be worn on court and shirts must be worn at all times.

9. **Group Coaching/Holiday Camps**
9.1 Registration should be completed prior to the course start date.

9.2 Payment must be made upon registration to secure a place.

9.3 Places are sold on a first-come first-served basis.

9.4 Consent information is required for all junior programmes.

9.5 Once the maximum number of attendees is reached, a waiting list will be created and customers will be contacted if places become available.

9.6 The coaching staff will advise any attendee of a more appropriate session or have the right to exclude them from a session if they are not the right standard.

9.7 If a course is undersubscribed and cancelled, the Senior Coach/Centre staff will suggest alternative arrangements to attendees.

9.8 If you join a course that has already started, you will be charged on a pro-rata basis.

9.9 A missed session may be replaced only with another suitable session at the sole discretion of the Senior Coach, subject to availability. The arrangement must be made in advance.

9.10 Missed sessions will not be credited unless there are exceptional circumstances e.g. doctor’s note and is at the digression of the Senior Coach.

9.11 Players must inform Top Tennis Coaching of any medical condition or disability which may be relevant to the adult or child booked into an activity. Players must also notify us of any change or deterioration of any such medical condition or disability. We will keep this information confidential and handle such issues with discretion. It is our policy to include any such individuals within the scheduled courses wherever possible, but we reserve the right to refuse the booking if we are regrettably unable to accommodate the needs of the individual.

9.12 We reserve the right to refuse entry to a course or advise a more appropriate session if any participant is found not to be of the correct age/ability, or is unable to complete a course due to being in the incorrect age/ability group

9.13 All children booked onto junior courses and camps are fully supervised, but we cannot supervise children using the courts at other times.

9.14 All children booked onto junior courses and camps must bring appropriate weather protection on court at the beginning of the session. They are not permitted to leave the court without permission from the coach.

9.15 Permission for children to be released and go home alone must be given in writing/email. If written permission is not received and contact cannot be made with a parent/guardian, we will keep the child until they are picked up or contact is made.

9.16 We are unable to accept replacements in lieu of your booking.

**10. Individual Coaching**
10.1 Individual coaching sessions are arranged directly with the Senior coach or the coach taking the session. It is the responsibility of the coach taking the session to inform the Senior coach of all sessions.

10.2 Management of coach bookings is controlled by the senior coach.

10.3 Payments can be made directly to the coach who is responsible for court and facility fees or to the Senior coach.

**11.   Weather policy**

11.1   Courses: Players must bring protection from showers. Courses will go ahead unless persistent heavy rain makes the courts unplayable. Please be aware that courts can be slippery at times, even when it is not raining. A decision regarding weather conditions is made 30 minutes before the start time. We will contact you if the session needs to be postponed or cancelled. If more than one session is lost to rain during a course, we will offer an alternative session, holiday camp or a voucher.

12.2 Individual Sessions: Sessions will go ahead unless persistent heavy rain makes the courts unplayable. All players play at their own risk. Please be aware that courts can be slippery at times, even when it is not raining. A decision regarding weather conditions is made 30 minutes before the start time. We will contact you if the session needs to be postponed or cancelled.