



## **Parktennis Terms and Conditions**

These Terms and Conditions set out the agreement made between parktennis Limited, a company registered in England with Registered No. 09240044 whose address is 21 Eland Way, Cambridge hereinafter referred to as, 'The Company', and 'The Client', as further defined below, in respect of an event arranged by the Company

### **1. Definitions**

"Registration Form" means the form provided by The Company to those wishing to attend an event, The Client signature on which indicates The Clients intention to be bound by these Terms and Conditions.

"Deposit" means the sum payable by The Client with the submission of The Clients Application Form for a Project.

"Event" means The Clients place on an event organized by The Company and includes all activities delivered during the event.

"Third Party Supplier" means a third party providing goods or services to The Clients through a direct contractual relationship with The Company.

"The Client" means the name who appears on the Registration Form, and the terms "The Clients", "He or She" and "His or Her" shall be construed accordingly. If the Client is under the age of 18 years at the time of application, then the person who has signed the Registration Form i.e. the parent or legal guardian of the applicant will be bound by these Terms and Conditions and will be responsible both for the acceptance of the risks and liabilities set out herein on behalf of the applicant and for the compliance of the applicant with these Terms and Conditions until the Client reaches 18 years of age, after which if the Client continues with the Event then the applicant will be deemed to have accepted and shall be bound by these Terms and Conditions.

### **2 Conditions of Entry**

2.1 The Client shall abide by Our Code of Conduct which can be viewed at Clause 10 below and by the terms and conditions set out herein; and

2.2 The Client shall comply with the laws, customs and drug regulations of the United Kingdom during His or Her Event. If The Client is found to be violating such laws and regulations or otherwise interfering with the wellbeing of other Clients, staff, volunteers or Third Party Suppliers, this will result in the Event Director taking the action detailed in Clauses 2.3 and 8.

2.3 In the event that The Client does not comply with the provisions of Clause 2.2 then The Company may at The Company's discretion deem The Clients Event to be terminated.

2.4 If in the reasonable opinion of The Company or Event Director The Clients continued participation in a particular activity or Event may result in either personal harm to The Client or other participants or disruption of the activity or Event then the Event Director can at their sole discretion instigate the Disciplinary Process as set out in Clause 8.

2.5 Any Client under the age of 11 years old must be accompanied throughout the duration of the event by a parent / guardian.

### **3 Our Events**

3.1 You accept that any information supplied by The Company regarding Events, including content published by third party advertisers, is provided in good faith and based on the knowledge and information available to The Company prior to publication of the written material and sometimes months prior to the date of departure. The Client accepts that for the

latest information on Events The Client should speak, write or email directly to a Company representative using the contact details on The Company website at [www.parktennis.org](http://www.parktennis.org).

3.2 The Company reserves the right (in very rare circumstances) to make alterations to an Event without notice.

3.6 The Client shall comply with all reasonable requests of the Event Director with respect to matters relating to the organization of the Event and the safety and wellbeing of The Client and others.

3.7 The Client agrees to abide by the Terms and Conditions of all Third Party Suppliers who may provide The Client with other products or services during, or in travelling to the Event. If The Company has provided The Client with the details of such Third Party Suppliers or assisted The Client in procuring the services of such Third Party Suppliers this information and/or assistance is given for The Clients convenience only and does not constitute an endorsement of the said Third Party Supplier. The Company accepts no liability in respect of products or services procured by The Client from Third Party Suppliers.

#### **4 Liability**

4.1 Nothing in this Agreement shall exclude or limit The Company liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of The Company's employees in connection with the performance of their duties hereunder or by defects in any product supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.

4.3 Except as provided in Clause 4.1 The Company's maximum aggregate liability to The Client for any cause whatsoever shall be for direct costs and damages only.

4.4 The Company hereby excludes to the fullest extent permissible under the applicable law all liability that The Company has not expressly accepted in this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 4, "The Company" includes The Company's employees, Sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause in terms of the contracts (Rights of Third Parties) Act 1999.

4.5 Save as provided in Clause 4.6 The Client shall have no remedy in respect of any representation (whether written or oral) made to The Client upon which The Client relied in entering into this Agreement.

4.6 Nothing in this Agreement shall exclude or limit The Company's liability for any misrepresentation made by The Company fraudulently.

4.7 We will not accept any responsibility for any illness, accident or loss, weather conditions, fire, civil or military disturbance, criminal activity, industrial action, mechanical breakdown, quarantine, border closures, government intervention or other event of force majeure where such events arise for reasons other than The Company's negligence. Although such circumstances are beyond our control, The Company shall make every effort to provide The Client with assistance if The Client is in difficulty.

4.8 The Client accepts that weather conditions may prompt the cancellation of a scheduled Event, and that The Company cannot be held responsible for such cancellations. Cancellation of events or sessions due to adverse weather conditions will be entirely at the discretion of the Event Director or employees of the Company. No reimbursements will be made by The Company for events lost to bad weather.

4.9 We accept no liability in respect of products or services procured by The Client from Third Party Suppliers or in respect of activities undertaken by The Client that are outside of those specified for The Clients Event.

#### **5 Health and Safety**

5.1 Whilst The Company is committed to ensuring the safety of The Client, The Company does not accept liability for any negligence on the part of Third Party Suppliers or any other agents used by The Client, which are not connected to The Clients Event. Otherwise, The Company will provide as much assistance as is possible, whilst limiting that assistance to non-financial support. Any further help will be provided at the discretion of the Event Director.

5.2 Should The Company, in case of emergency, provide The Client with any financial support, The Client is obliged to reimburse all monies given to The Client by The Company within 4 weeks of the date the money is provided. The provision of such financial support is entirely at The Company's discretion.

5.4 The Client accepts that all The Company's Events carry some risk of personal injury. The Client has the right to refuse the taking of any risks which He or She believes may endanger His or Her health and safety. The Client agrees that The Company will not be held liable for any injury or damage caused to The Client where The Client has taken a risk willingly, and the injury or damage arose other than as a result of The Company's negligence.

## **6 Insurance**

6.1 The Company accepts no responsibility for the loss of or damage to The Clients personal property unless it is caused by The Company's negligence.

6.2 The Client agrees to indemnify The Company in respect of any claim for loss or damage arising from any accident, personal injury, loss of life or damage to property caused by The Client during the course of the Event.

6.3 In the event of any damage caused by The Client to The Company property The Client agrees to reimburse The Company in respect of any such costs and damages within 4 weeks of the Event date.

## **7 Complaints**

7.1 With regard to any complaint or claim in connection with The Clients Event, The Client agrees:

7.1.1 to ensure that, at the earliest possible opportunity, any perceived failure in the performance or improper performance of the contract, whether by The Company or The Company Sub-contractors, is communicated to the Event Director so that The Clients concerns can be addressed; and

7.1.2 to notify The Company in writing at The Company Postal Address as set out above with regard to any unresolved complaint or claim within 30 days of the Event date, setting out:

(a) the details of The Clients Event

(b) the nature of The Clients complaint or claim

(c) how best The Client feels The Company can resolve The Clients complaint or claim.

7.2 Any complaints directed against the Event Director should be raised by phone or email directly to The Company.

7.3 Upon receipt of The Clients complaint or claim The Company shall investigate the details set out in The Clients notification and shall use The Company's reasonable endeavours to contact The Client within 14 working days of receipt of The Clients notification to address The Clients complaint or claim.

## **8 Disciplinary Procedures**

8.1 The Disciplinary Procedure may be invoked under Clause 2.3 or Clause 2.4 at the sole discretion of the Event Director. If at any stage The Client feels that this procedure is being applied unfairly or without cause, The Client should raise this directly with the Event Director and, if The Client feels the matter has not been resolved to His or Her satisfaction, The Client may raise a complaint in accordance with Clause 7 above.

8.2 The Disciplinary Procedure is as follows:

(a) Upon the first incident of unacceptable behaviour or a breach of the Code of Conduct, the Event Director shall warn The Client verbally that His or Her behaviour is unacceptable and shall explain to The Client the reasons for this unacceptability.

(b) Upon a subsequent repeat of the unacceptable behaviour or upon a serious breach of the Code of Conduct the Event Director may, at their sole discretion, require that The Client leave the Event.

8.3 In the event that the Disciplinary Procedure is invoked under Clause 10.2 and The Client is required to leave His or Her Event and. The Client agrees to do so without causing fuss, disturbance or aggravation and at the time specified by the Event Director.

## **9 Personal Data and Image Rights**

9.1 The Company may retain The Clients contact details after the Event date, for the purpose of providing The Client with information regarding other products or services that may be of

interest to The Client. If The Client prefers not to receive such information, please notify The Company in writing or by email.

9.2 The Company own the copyright and all intellectual property rights in any photographic, audio or video material produced by The Company employees or agents which is produced during The Clients Event (the "Material"). You agree that The Company may use any such Material in which The Client appears for promotional and marketing purposes only and provided always that The Company use of such Material shall not be in The Company's reasonable opinion defamatory or damaging to The Clients personal reputation. If The Client would prefer The Company not to use such Material as described herein, please indicate this to The Company in writing or by email. In the event that The Client believes either during or after His or Her Event that some Material may be defamatory or otherwise detrimental to The Client, The Client shall notify The Company in writing or by email as soon as possible and The Company shall use its reasonable endeavours to withdraw any such Material already published and shall cease to use any such Material in any further marketing or other publications forthwith.

### **10 Code of Conduct**

10.1 You understand that by undertaking an Event arranged by The Company you will be representing The company throughout the entire event. Furthermore, The Client will owe a duty of care to anyone who is involved with His or Her Event. Therefore, The Client agrees to abide by the following Code of Conduct during His or Her Event and accept that should The Clients behaviour fail to comply with any of the conditions outlined below, the Event Director reserves the right to commence the Disciplinary Procedure in accordance with the provisions of Clause 8 above which may ultimately result in the termination of The Clients Event.

10.2 The Code of Conduct is as follows:

- (a) The Client will at all times respect local attitudes, cultures and beliefs. Specifically, The Client will not make comments of a derisory, sexist, or racist nature to anyone during The Clients Event.
- (b) The Client will not act in any way that is considered to be an anti-social manner by the Event Director or local inhabitants at any time during The Clients Event.
- (c) The Client will ensure that any equipment used by The Client, whether personal belongings or otherwise, are treated with respect and returned in an acceptable condition.
- (k) The Client will not buy, handle or consume any illegal substance during His or Her Event. The Client understands that The Company has a zero-tolerance policy on this matter and anyone who is caught in possession of illegal substances or is suspected of using or handling them may be asked to leave the event immediately in accordance with the provisions of Clause 8.2 above.

### **11 Agreement to Terms and Conditions**

11.1 It is important that The Client read and understand these Terms and Conditions prior to submitting His or Her Registration Form. If The Client has any questions or concerns about the meaning of any item in these Terms and Conditions, The client is requested to raise these with The Company before submitting His or Her Registration Form.

### **12 Law**

12.1 This contract is subject to English law and is subject to the exclusive jurisdiction of the English Courts.

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