

## Northampton Tennis Coaching Ltd WEBSITE TERMS AND CONDITIONS

### IMPORTANT LEGAL NOTICE

This page (together with our Cookies Policy) sets out the terms and conditions ("Website Terms") on which we, Northampton Tennis Coaching Ltd ("we" or "NTC Ltd"), provide our services through our website [www.northamptontenniscoaching.co.uk](http://www.northamptontenniscoaching.co.uk) and any Northampton Tennis Coaching mobile application through which you access our website or services (together, "Website"). Please read these Website Terms carefully before booking any services/products through, the Website, as your purchase of any products offered on the Website is subject to these Website Terms. By booking products via the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Policy and Cookies Policy.

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website [www.northamptontenniscoaching.co.uk](http://www.northamptontenniscoaching.co.uk) and any Northampton Tennis Coaching mobile application through which you access our website or services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing our website or services that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to book any products through the Website.

## I. TERMS AND CONDITIONS OF USE AND SALE

### 1. INTRODUCTION AND OUR ROLE

1.1. Company details: Simon Gallo T/A Northampton Tennis Coaching Ltd is a company registered in England and Wales, whose registered office is at 51 Cherry Orchard Place, Northampton, NN3 2TJ.

1.2. Service: We provide a way for you to communicate our Sessions ("Sessions") for coaching ("Coaching") at Sports Club, Schools or other venues ("Venues") displayed on the Website (the "Service").

### 2. WEBSITE ACCESS AND TERMS

2.1. Website access: You may access some areas of the Website without booking a session or registering your details with us. Most areas of the Website are open to everyone.

2.2. Acceptance of terms: By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

### 3. YOUR STATUS

3.1. Capacity and age: By booking a session through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts; and

3.1.2. You are at least 18 years old.

3.1.3. You are physically and mentally fit to attend the coaching session(s) during the period of the days when sessions are conducted

### 4. HOW TO BOOK A SESSION AND HOW IT IS PROCESSED

4.1. Booking your Session: Once you have selected the Session you wish to book and provided the other required information, you will be given the opportunity to submit your Session by clicking or selecting the "proceed", "book my session" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will book your Session and errors cannot be corrected.

4.2. Amending or cancelling your Session: Once you have booked your Session and your payment has been authorised, you will not be entitled to change or cancel your Session, nor will you be entitled to a refund (please refer to paragraph 4.4 for details of the process relating to rejected Sessions). If you wish to change or cancel your Session, you may contact our team as described in paragraph 6.3 and they will rebook a Session or provide equivalent Service. However, there is no guarantee that we will be able to book another Session as per your choice.

4.3. Payment authorisation: Where any payment you make is not authorised, your Session will not be confirmed or communicated to the coach.

4.4. Processing your Session booking and rejections: On receipt of your booking, we will notify you by email that your booking has been received and is being processed. Please note that any confirmation page that you may see on the Website and any booking confirmation e-mail that you may receive each merely indicate that your booking has been received and is being processed by us and does not necessarily mean that your booking has been accepted by us. We will notify you (generally by email) as soon as reasonably practicable if we can't fulfil the same for some unforeseen reason. However, we have the discretion to reject your request at any time because we are too busy, due to weather conditions or for any other reason.

4.5. Fulfilment of your Session: We will ensure that your Session is conducted as per the scheduled date and time wherever possible unless there are any unavoidable circumstances arise. In case there is delay happens, we will try our best to communicate (generally by email) as soon as reasonably practicable.

### 5. PRICE AND PAYMENT

5.1. VAT and Service costs: Prices will be as quoted on the Website. These prices include VAT (if applicable) and any online payment administration charge imposed by the Venues (if you pay for your Service online). These will be added to the total amount due where applicable.

5.2. Incorrect pricing: This Website contains a large number of Services and it is possible that some of the services may include incorrect prices. If the correct price for a service is higher than the price stated on the Website, we will normally contact you before the relevant service is offered. In such an event, neither we nor the relevant venues are under any obligation to ensure that the Service provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

5.3. Payment methods: Payment for Services must be made by an accepted credit or debit card through the Website or in cash to the Venues at the point of session is conducted.

5.4. Card payments: If you pay by credit or debit card, please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days

to be deducted from your bank account or charged to your credit or debit card.

5.5. Credit and discount vouchers: A credit or discount may apply to your Session if you use a promotional voucher or code recognised by the Website and endorsed by MDL Coaching, and you pay for any balance by credit or debit card. Please refer to our Voucher Terms & Conditions for the full terms and conditions applicable to the use of credit and discount vouchers. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of the Session (before any credit or discount) in your account for between 3 to 5 working days (or longer, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your Session to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance. You acknowledge and agree that neither we nor the relevant Venues will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

5.6. Rejected Sessions: Because of standard banking procedures, once you have submitted a Session that you are paying for by credit or debit card and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Session. If your Session is subsequently rejected by the Venue (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Session to us and will instead release the relevant amount back into your available balance. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Venues will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

## 6. CUSTOMER CARE

6.1. General: Customer care is extremely important to us. Subject to paragraphs 6.5 and 11, our team will therefore try to assist you where possible if you have any problems with your Session. You can contact our team by clicking or selecting the "Need help?", "Help" or similar button or by calling the telephone number shown on the Website.

6.2. Questions about your Session: If your Session could not take place due to unforeseen reason or you have any other problems with your Session, you can contact our Team as described above and one of our team members will attempt to address your query.

6.3. Changing or cancelling your Session: If you wish to change or cancel your Session after it has been submitted and payment has been authorised, you may contact our team as described above and they will attempt to reschedule another Session based on coaches' availability.

6.4. Complaints or feedback: In the event that you are dissatisfied with the quality of any Session or the service provided, please consider providing feedback in the form of ratings, comments and reviews on the Website (together, "Reviews") to reflect your experience. The Reviews are an important part of our quality control process.

6.5. Compensation: If you are dissatisfied with the quality of any the service provided and wish to seek a refund, a proportionate price reduction or any other compensation, you should speak to our team. A formal process would be followed to understand your dissatisfaction and refund would be considered if eligible

## 7. LICENCE

7.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Website (including by hacking or "scraping").

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights on the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

7.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.

7.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

7.2. Limitation on use: Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

7.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

## 8. SERVICE ACCESS

8.1. Website availability: While we try to ensure the Website is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

8.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

8.3. Information security: The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

## 9. VISITOR MATERIAL AND REVIEWS

### 9.1. General:

9.1.1. Other than personally identifiable information, which is covered under our Privacy Policy, any material you post, upload or transmit or upload to the Website (including without limitation Reviews) ("Visitor Material") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

9.1.2. You represent and warrant that that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.2 to 9.3 below.

9.2. Visitor Material Policy: You are prohibited from posting, uploading or transmitting to or from the Website any Visitor Material (including any Reviews) that:

9.2.1. breaches any applicable local, national or international law;

9.2.2. is unlawful or fraudulent;

9.2.3. amounts to unauthorised advertising; or

9.2.4. contains viruses or any other harmful programs.

9.3. Visitor Reviews Policy: In particular (but without limitation), any Reviews that you submit through the Website must not:

- 9.3.1. contain any defamatory, obscene or offensive material;
- 9.3.2. promote violence or discrimination;
- 9.3.3. infringe the intellectual property rights of another person;
- 9.3.4. breach any legal duty owed to a third party (such as a duty of confidence);
- 9.3.5. promote illegal activity or invade another's privacy;
- 9.3.6. give the impression that they originate from us; or
- 9.3.7. be used to impersonate another person or to misrepresent your affiliation with another person.

9.4. Removal of Reviews: The prohibited acts listed in paragraphs 9.2 and 9.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Website that we determine breaches a prohibition in paragraphs 9.2 or 9.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.

9.5. Use of Reviews: The Reviews and other Visitor Material contained on the Website are for information purposes only and do not constitute advice from us. Reviews and Visitor Material reflect the opinions of customers who have ordered through the Website or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

9.6. Liability: You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by any third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

9.7. Disclosure to authorities and courts: You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 9.2 or 9.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

## 10. LINKS TO AND FROM OTHER WEBSITES

10.1. Third party websites: Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

10.2. Linking permission: You may link to the Website's homepage ([www.northamptontenniscoaching.co.uk](http://www.northamptontenniscoaching.co.uk)), provided that:

- 10.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation;
- 10.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;
- 10.2.3. any website from which you link must comply with the content standards set out in these Website Terms (in particular paragraph 9 (Visitor Materials and Reviews));
- 10.2.4. we have the right to withdraw linking permission at any time and for any reason.

## 11. DISCLAIMERS

11.1. Website information: While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

## 12. LIABILITY

12.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

12.2. Exclusion of liability: Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

12.2.1. any loss of profits, sales, business, or revenue;

12.2.2. loss or corruption of data, information or software;

12.2.3. loss of business opportunity;

12.2.4. loss of anticipated savings;

12.2.5. loss of goodwill; or

12.2.6. any indirect or consequential loss.

12.3. Limitation of liability: Subject to clauses 11, 12.1 and 12.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Service or £50, whichever is lower.

12.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

## 13. TERMINATION

13.1. Grounds for termination: We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

13.1.1. you have used the Website in breach of paragraph 7.1 (License);

13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);

13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or

13.1.4. you have breached any other material terms of these Website Terms.

13.2. Obligations upon termination: Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

## 14. WRITTEN COMMUNICATIONS

14.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we

provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 15. EVENTS OUTSIDE OUR CONTROL

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").

15.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1. strikes, lockouts or other industrial action;

15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

15.2.5. impossibility of the use of public or private telecommunications networks; and

15.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

15.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

#### 16. ADDITIONAL TERMS

16.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website Terms by this reference and is available here.

16.2. Other terms: You should also review our Cookies Policy for information regarding how and why we use cookies to improve the quality of the Website and Service, our Voucher Terms and Conditions for information regarding the use of credits and promotional discounts on the Website, and our Competitions Terms and Conditions for information regarding the terms applicable to competitions that we may run from time to time. All of these are incorporated into these Website Terms by this reference.

16.3. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.4. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

16.5. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

16.6. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without

your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

16.7. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

#### 17. GOVERNING LAW AND JURISDICTION

17.1. These Website Terms shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.