

## ANNEX 2

### Tennis Terms and Conditions

#### 1) Periods during which these obligations apply

The following table shows which Standard Obligation Period applies to any Site.

<i>Category</i>	<i>Grant funding amount/type of Site-Specific Works</i>	<i>Standard Obligation Period end date</i>
A	Gate access works only (ie no other works)	The date falling 5 Years after Completion of the final Individual Site-Specific Works relating to that Site
B	Repainting works only (ie no other works)	The date falling 10 years after Completion of the final Individual Site-Specific Works relating to that Site
C	Any works (not covered by categories A or B above)	The date falling 15 years after completion of the final Individual Site-Specific Works relating to that Site, unless the resurfacing and repainting works (as required in terms of paragraph 3 below) are carried out and completed after more than 10 years (from the start date of that 15 year period) and, in which case, the end date will be the date of completion of those resurfacing and repainting works

You shall meet the following requirements, in relation to any court/s in question and more widely as applicable, for at least the applicable Standard Obligation Period.

#### 2) Maintenance, Repair, Refurbishment and Use

A court maintenance schedule shall be implemented to ensure that the:-

- Playing surface is kept clean to preserve its playing characteristics.
- Free drainage of surface water is maintained throughout the life of the court.
- Court looks attractive and well cared for at all times and achieves a reasonable life span.
- Court is kept to a standard that tennis can be played at all times.
- Signage is kept in good condition at all times.

These objectives shall be achieved by measures including:-

- Making repairs to (and replacing and/or renewing, as necessary) courts and nets as required to maintain the court playing characteristics at all times.
- Regular sweeping or vacuuming leaves and other debris from the surface.
- Periodic power washing of the surface.
- Applying both moss and weed killer when required.

Notwithstanding the involvement of the Contractor, You shall at all times retain ultimate responsibility, and be primarily liable, for the repair, maintenance and eventual replacement of the Assets.

You must ensure that the gate access systems are satisfactorily maintained. For the avoidance of doubt, You must not use the Grant or any part of it for this purpose.

You shall not during the Standard Obligation Period assign, sell, transfer, dispose of, license or otherwise part with any interest in the relevant Site without Our prior written approval which (if given) may be subject to one or more conditions, including the condition that any such successor agrees to be bound by the obligations in this Annex 2 for the remainder of the Standard Obligation Period.

### **3) Court Refurbishment and Replacement**

- For all Sites in category B - To undertake as a minimum a repaint of the courts within the Standard Obligation Period to the standard of the works originally undertaken as part of the Project. However where identified seek to utilise income generation to resurface courts as required.
- For all Sites in category C – To undertake as a minimum a resurface and a repaint of the courts within the Standard Obligation Period to the standard of the works originally undertaken as part of the Project.

### **4) Digital Journey to Court: online booking**

- Ensure all courts are available for public booking.
- Ensure all Your tennis venues, courts and activities are promoted on and accessible through LTA Play online booking using Clubspark (or any future LTA Operations-approved alternative booking system or aggregator). Booking access to be available through the LTA website and booking app.

### **5) Gate Access Systems (for a minimum period of 5 years)**

- Ensure the gate access control system is operational at all times, completing any repairs as required with immediate effect or as soon as possible, where operational means that end-users of the tennis facility at the Site can access the facility remotely – ie, by enabling end-users to book the tennis courts via Clubspark (or the LTA's preferred booking system from time to time) and be provided with an access code remotely to allow the end-user to open the gate and gain access to the tennis facility using the access code.
- Ensure access codes are provided to users as per agreement with a gate supplier approved by Us. For the avoidance of doubt, You must not use the Grant or any part of it to purchase access codes or to pay any cancellation charge arising from any termination of any order/relevant Call Off Contract.
- Ensure that the gate access control system provides end users access to the courts remotely, both generating access codes and providing onward transmission to end users in order to open the gate.
- Ensure an annual service of the gate and access control system, including: (i) testing the keypad and replacing the batteries (or, in the case of premium gates which operate without batteries, testing the power supply); and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate.

If You do not purchase the “Maintenance Programme” available from the applicable Contractor, You must obtain Our prior written approval of Your alternative maintenance programme (provided however that any such approval from Us shall not restrict or limit Your other obligations under this paragraph 5).

### **6) Sustainability and Pricing**

- A pricing policy to be set by You across the courts owned or operated by You that is open and affordable to everyone, through a mix of free and charged provision which is appropriate to the local community, and the courts operated in a way that ensures sustainability.

- A charging model can help develop resources that can be re-invested into on-going maintenance and repairs and future court refurbishments. Using the features of Clubspark, charging can be flexible to include coaching, season ticket, be venue specific or court time specific to contribute to on-going costs/replacement.
- As a minimum there must be a clear sustainability plan that shows how court maintenance and replacement is funded by You over the Standard Obligation Period to meet the conditions in paragraphs 2 and 3 above.

#### **7) Operating, Coaching, Free Park Activities & Competition Provision**

- All tennis courts with tennis markings only (at the completion of refurbishment) to continue for the sole use of tennis post refurbishment.
- You shall appoint a designated person/department within Your organisation or an Operator to manage the courts and any associated tennis facilities, where “Operator” means an external third party organisation or independent coach approved by LTA Operations.
- You shall organise a quarterly meeting to review progress and data with LTA Operations and appointed Operators.
- Each park containing courts to be categorised as either available for booking of courts only or available for booking of courts and coaching activities and then operated accordingly.
- All parks containing courts to be attached to a Local Tennis League and You shall notify Local Tennis League participants and users of Your other sporting facilities (together “potential users”) before each launch accordingly (subject in each case to You having an appropriate marketing consent, and details of such launch date), including providing each potential user with the option to make the necessary consent to receive marketing and promotional materials from the LTA via e-mail;
- For all parks identified and categorised for coaching, You commit to working with LTA Operations to deliver a free tennis offer either through an Operator or a charity like Tennis For Free.
- You shall support the launch of all Sites following Completion of any Individual Site-Specific Works and thereafter may display promotional material relating to the LTA’s national tennis campaigns and promotions to increase opportunities to drive tennis participation.
- You shall display signage which promotes how players can access the courts and (in a form agreed with us in advance) recognises DCMS and LTA Tennis Foundation as project funders.
- You shall comply with the Site-Specific Special Conditions (if any) in respect of the Site.

#### **8) Registration**

Each venue to be registered for the Standard Obligation Period with LTA Operations (or its relevant group company) under its venue registration scheme, or replacement thereof. Registration to be free for the Standard Obligation Period.

#### **9) Clawback in the event of non-compliance**

You agree to notify us of any non-compliance with the terms of this Annex 2. In such circumstances, or if We become aware of any non-compliance, You agree to meet with us to seek to agree an appropriate way to remedy such non-compliance. If, however, such non-compliance continues for a period of more than 60 days, We are entitled to require You to repay the Grant paid under this Grant Agreement (increased in line with inflation using the Consumer Prices Index or any comparable successor index), or such part of the Grant as we consider appropriate in light of the non-compliance in question.