



ESSEX TENNIS

TERMS AND CONDITIONS OF ELIGIBLE LTA ACCREDITED COACHES AND TUTORS COUNTY ASSOCIATION (MAY 2020) GRANT

Essex Tennis (the County Association) wants to support those affected by the coronavirus pandemic and is therefore offering discretionary financial grants to eligible LTA Accredited Coaches and Tutors on the terms and conditions set out herein.

In these terms and conditions:

- “you” refers to the person whose details are set out in the application form for an “Eligible LTA Accredited Coaches and Tutors County Association (May 2020) Grant” submitted to the County Association; and the term “your” shall be construed accordingly; and
- “grant” refers to an “Eligible LTA Accredited Coaches and Tutors County Association (May 2020) Grant”, being a financial grant, provided by **Essex Tennis** to you, on and subject to these terms and conditions.

In order to apply for the grant, you must first have confirmed your acceptance of these terms and conditions on the said application form. Accordingly, these terms and conditions will automatically apply to any grant provided to you by the County Association if your application is successful.

1. ELIGIBILITY CRITERIA AND AMOUNT OF GRANT

- 1.1 In order to be eligible for consideration for a grant, you must satisfy all of the following eligibility criteria (the **Eligibility Criteria**):
 - 1.1.1 as at 10 April 2020, you were an LTA Accredited or Accredited+ coach (or within your grace period following expiry of your accreditation);
 - 1.1.2 as at the date of your last LTA Coach Accreditation renewal, you either had self-employed status or were the sole director of a limited company with no employees delivering coaching services other than yourself.
 - 1.1.3 as at the date of your last LTA Coach Accreditation renewal, you declared yourself as working between 10 and 29 hours per week (combining both on and off-court responsibilities) and this included working at least some of the hours in the county you are applying to.
 - 1.1.4 you are willing to support the LTA to help kick start tennis when the when restrictions are lifted through a ‘Back to Tennis’ campaign.
 - 1.1.5 you commit to joining the county coaches network/equivalent either immediately where it already exists or when set up.
 - 1.1.6 you agree to engage with County specific support initiatives or programmes, e.g. sending appropriate players to County Fun Days/selection and other initiatives where appropriate.
- 1.2 The County Association reserves the right to update and/or replace the Eligibility Criteria at any time.

- 1.3 The grant is available, at the discretion of the County Association, for LTA Accredited Coaches and Tutors who are affected by an inability to coach or run a programme and who meet the Eligibility Criteria, and only one grant will be provided per person.
- 1.4 If you meet the Eligibility Criteria and the County Association is willing to provide a grant to you, the amount of the grant will be based on a rate of £74 for 6 weeks, up to a maximum of £444 (the **Maximum Grant Amount**).
- 1.5 The County Association reserves the right to ask for further evidence to verify your application, and/or to audit and verify the information you have submitted by comparing it with the data you provided when you last renewed your LTA Coach Accreditation membership and the confirmations given in the “Eligible LTA Accredited Coaches and Tutors County Association (May 2020) Grant” application form. If the County Association deems, in its sole discretion, that the evidence you have submitted does not meet the requirements specified, your application might not be approved.
- 1.6 The following decisions are made at the sole discretion of the County Association: (a) whether or not you meet the Eligibility Criteria, (b) whether or not the County Association is willing to provide a grant to you, and (c) if the County Association is willing to provide a grant to you, the amount (if any) of the grant to be provided to you. There is no right of review of, or appeal against, these decisions.

2. YOUR WARRANTIES

2.1 You warrant and undertake that:

- 2.1.1 any and all information provided to the County Association in connection with the grant and/or these terms and conditions is true and accurate and agree that the provision of any inaccurate, false or misleading information may amount to misconduct in terms of the [LTA Disciplinary Code](#);
- 2.1.2 you are not aware of anything which you have not disclosed to the County Association, which might reasonably influence the decision of the County Association to pay the grant to you on the terms and conditions set out herein;
- 2.1.3 you will comply with all applicable laws and regulations, including any applicable LTA rules, regulations, codes, and policies; and
- 2.1.4 nothing in these terms and conditions grants any right to you to display and/or use any LTA or County Association intellectual property rights (including any logo).

3. ACCEPTANCE OF YOUR APPLICATION

- 3.1 Once you have submitted your application form, if the County Association is willing to provide a grant to you, then the County Association will contact you via email using the email address provided on your application form to confirm the acceptance of your application.
- 3.2 Once the County Association has issued the acceptance e-mail referred to in clause 3.1 above, then there shall be a binding legal agreement between you and the County Association on the basis of the application form, these terms and conditions and the e-mails referred to in clause 3.1 above.

4. PAYMENT OF GRANT

- 4.1 The County Association shall pay the grant to you in one instalment at such time as the County Association deems appropriate (after a binding legal agreement is in place as described in clause 3.2 above).
- 4.2 The County Association shall not pay you any part of the grant unless and until you have provided the County Association with:

- 4.2.1 all required information to verify your eligibility; and
- 4.2.2 any other information the County Association may require to process the payment of the grant.
- 4.3 The grant will be paid to you by direct transfer into a bank account in your name as notified to the County Association on the “Eligible LTA Accredited Coaches and Tutors County Association (May 2020) Grant” application form.
- 4.4 The County Association will rely upon the bank account information provided by you. If you provide incorrect information and the payment to that bank account succeeds, the County Association will be deemed to have paid that amount to you and satisfied any payment obligation in these terms and conditions. No further payment will be made by the County Association to an alternative bank account.
- 4.5 The grant payable shall not exceed the Maximum Grant Amount.
- 4.6 Any grant payment is made entirely at the discretion of the County Association and the County Association shall be under no obligation to pay you the grant, or any further grant and/or funding of any type.
- 4.7 You shall promptly repay to the County Association any money incorrectly paid to you either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where monies have been paid in error before you have complied with all conditions attaching to the grant.
- 4.8 Any payments made under these terms and conditions are inclusive of VAT, you understand that the County Association’s obligation does not extend to paying any amounts in respect of VAT in addition to the grant and it is agreed that the payments have been made on a VAT inclusive basis.
- 4.9 The County Association reserves the right (in its sole discretion) to withhold payment of any grant should the County Association fail to have the requisite funding available.

5. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 5.1 Without prejudice to the County Association’s other rights and remedies, the County Association may at its discretion withhold or suspend payment of all or part of the grant and/or require repayment of all or part of the grant if:
 - 5.1.1 all or part of any grant has been issued as a result of a false declaration (including, without limitation, any confirmation that you meet the Eligibility Criteria) or any inaccurate data provided by you as part of the “Eligible LTA Accredited Coaches and Tutors County Association (May 2020) Grant” application form or through the LTA Coach Accreditation renewal; or
 - 5.1.2 you breach these terms and conditions, or any other terms and conditions applicable to the payment of the grant, and such breach has not been waived by the County Association in writing.

6. STATUS

- 6.1 You agree that you are self-employed in business on your own account, are not an employee or worker of the County Association, that nothing in these terms and conditions is intended by the parties to render you an employee, officer, worker, partner or agent of the County Association or any of its affiliates and you agree that you will not hold yourself out as such. You further agree that any grant payment made to you by the County Association does not constitute employer or worker remuneration.
- 6.2 You agree that you are not entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of any employees of the County Association.

- 6.3 Notwithstanding clauses 6.1 and 6.2, you will account to the appropriate authorities for any income tax, VAT, National Insurance Contributions and all of your other taxes, liabilities, charges and duties due in connection with the grant paid to you in accordance with these terms and conditions. You hereby agree to indemnify the County Association and to keep the County Association indemnified on a continuing basis against all liabilities to taxation (including fines, penalties, interest and any reasonable costs and expenses) that the County Association may incur in connection with the grant.
- 6.4 You agree that you will indemnify the County Association and any of its group companies for any loss or damage incurred by the County Association as a result of any claim by you that you are an employee, officer, worker, partner or agent of the County Association.
- 6.5 The liability of the County Association in respect of all (if any) claims and all (if any) direct, indirect or consequential losses or liabilities awarded against or incurred or paid by you and arising out of these terms and conditions (and/or any other email and/or document referred to in clause 3.2) shall be limited to the amount of the grant paid to you.

7. GENERAL

- 7.1 You accept that the County Association may need to process personal data about you in connection with your application for a grant and you consent to the County Association processing such data for any purpose connected with these terms and conditions. For further details, please see the County Association's Privacy Policy.
- 7.2 These terms and conditions do not and are not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.
- 7.3 These terms and conditions, and the receipt of a grant, shall not be capable of assignment in whole or in part.
- 7.4 You shall keep these terms and conditions, and the amount of any grant, confidential and you shall not disclose these to any third party (save for a professional advisor if required).
- 7.5 If there is an inconsistency between any of these terms and conditions and the provisions of the "Eligible LTA Accredited Coach and Tutor County Association (May 2020) Grant" application form, the provisions of these terms and conditions shall prevail.
- 7.6 The emails and documents referred to in clause 3.2 above constitute the entire agreement between you and the County Association regarding the grant and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and the County Association, whether written or oral, relating to its subject matter.
- 7.7 You agree that you shall have no remedies in respect of (and have not relied upon) any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. You agree that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms and conditions.
- 7.8 These terms and conditions shall not create any separate legal partnership or joint venture between you and the County Association, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 7.9 The County Association may update and/or replace these terms and conditions at any time at its discretion.
- 7.10 The email and documents referred to in clause 3.2 above and any non-contractual obligations related to them will be governed by and construed in accordance with English law.
- 7.11 Both you and the County Association agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under these terms and conditions (including in relation to non-contractual disputes).