

**Devon Tennis Small Loan Scheme
Terms and Conditions**

Issued on (insert date)

Between

Devon Tennis

and

(insert name of Club)

Loan Amount: (insert loan amount)

Project Details: (insert details of the Project)

Terms and Conditions

Between

Devon Tennis, Devon County Office, South Devon Tennis Centre, Ermington Road,
Devon PL21 9ES

and

(Insert Club name and address) (“the Club”)

Purpose

Devon Tennis will provide the Club with a loan of **(insert amount)** subject to these Terms and Conditions. The Loan is provided for the specific purpose of:

(List project details)

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-
-

(“the Project”)

1.0 Club Management for the Duration of the Loan Period

1.1 Affiliation

The Club will remain fully affiliated to Devon Tennis throughout the Loan Period.

1.2 Club Membership

No-one will be denied membership of or access to the Club on the grounds of race, creed, colour, sex, occupation, religion or political persuasion.

1.3 Child Protection

The Club will operate a Child Protection policy in accordance with the guidelines issued by Devon Tennis or approved by the relevant Local Authority.

1.4 Development Programme

As a minimum, The Club will encourage junior and adult players by providing introductory coaching and playing opportunities.

1.5 Club Information

The Club must complete the LTA Club Assessment Form annually.

1.6 Constitution

The Club confirms that it has power to enter into these Terms and Conditions and that the Club’s Constitution contains an express power to borrow money.

2.0 Loan Period and Repayments

2.2 Loan Repayment Schedule

The Loan will be repaid over [] years. Loan repayments will be made by quarterly payments of []. The first repayment will be made three months after the whole of the loan has been paid to the Club.

2.3 Repayment Method

Loan repayments must be made by Standing Order. A photocopy of the Standing Order documentation must be returned to Devon Tennis.

2.4 Interest payable on the Loan

Devon Tennis reserves the right to charge interest up to a maximum of 4% above Lloyds TSB's base lending rate on any repayment more than 14 days overdue or in the event of persistent default by the Club in respect of the Terms and Conditions of this Agreement.

3.0 Liability of Devon Tennis

Payment of the Loan to the Club does not imply any liability for the design or construction by Devon Tennis and by accepting these Terms and Conditions the Club indemnifies the Devon Tennis against any damages, costs and expenses that may be incurred as a result of any act or default of the Club or its appointed contractor(s). It is the Club's responsibility to satisfy itself to the quality and capability of the contractors, architects and/or other parties engaged by them in relation to the Project

4.0 Personal Guarantors

The Club agrees to provide security for £1000 of the Loan by the way of personal guarantors. Devon Tennis reserves the right to take up bank references and/or carry out credit checks. The minimum amount to be guaranteed by each guarantor is £250. In signing this agreement each guarantor undertakes to repay the sum of £250 in the event of the Club defaulting on repayment and authorises Devon Tennis to take up references/credit checks.

5.0 Monitoring, evaluation and non-compliance with terms and conditions

Devon Tennis's representatives and authorised agents will have the right to monitor compliance by the Club with these Terms and Conditions and the Club agrees to provide Devon Tennis with such access to the Club and the Club's records as Devon Tennis may reasonably require for this purpose. If the Club fails to comply with these Terms and Conditions Devon Tennis reserve the right to charge interest on the Loan or in the case of continued non-compliance to require repayment of the Loan and termination of this agreement.

6.0 Duration of offer

Devon Tennis's offer to provide funding to the Club as set out in these Terms and Conditions will remain valid for a period of six months. Upon the expiration of this six month period Devon Tennis may at its sole discretion withdraw the offer.

