

TENNIS LANCASHIRE CLUB LOAN TERMS AND CONDITIONS

Between

Lancashire Lawn Tennis Association of Robin Park Indoor Sports Centre, Loire Drive, Wigan,
WN5 0UL (T/A Tennis Lancashire)

And

of

("the Club")

Purpose

Tennis Lancashire will provide the Club with an interest free loan of Loan Amount subject to these Terms and Conditions. The funding is provided for the specific purpose(s) of:

("the Project")

The Project must be completed to the technical specifications approved in advance by Tennis Lancashire. This includes approval of the relevant tender documentation.

Definitions

"the Facilities" means, tennis courts and all other facilities comprised in and forming part of the Club

"Loan" means the sum of paid to the Club for the Project detailed above which is repayable by the Club to Tennis Lancashire

"Loan Period" means the period over which the loan is to be repaid as detailed in clause 2.2

1. CLUB MANAGEMENT FOR THE DURATION OF THE LOAN PERIOD

1.1. 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.

1.2. Affiliation

The Club will remain fully affiliated to Tennis Lancashire throughout the Loan Period and will refrain from any activities which (in the reasonable opinion of Tennis Lancashire) bring Tennis Lancashire into disrepute.

1.3. Tennis Facility

The Loan is being made available in recognition of the fact that the tennis courts within the Facilities are used only for the playing of tennis and will remain so for the duration of the Loan Period. If the Facilities cease to be used for the playing of tennis at any time within the Loan Period, the Club shall be liable to repay to Tennis Lancashire the full amount of the outstanding Loan upon demand by Tennis Lancashire.

1.4. Junior Development Programme

The Club will provide a Junior Development Programme which complies with the Minimum Guidelines issued by Tennis Lancashire from time to time.

1.5. Child Protection

The Club will operate a Child Protection Policy in accordance with the guidelines issued by the LTA from time to time or approved by the relevant Local Authority.

1.6. Club Coaches

The Club will ensure that there is at least one coach working part or full time at the Club (either employed or self-employed) who holds and maintains a full LTA coach licence, or, that within a period not exceeding 12 months from the date of acceptance of these terms and conditions the Club will have an LTA qualified and licensed coach.

1.7. Subscriptions

Adult subscriptions will be increased annually at not less than the rate of inflation for the duration of the Loan Period.

1.8. Branding, Signage and Use of Club for Tennis Lancashire Promotions

The Club agrees to display any signs and/or plaques provided by Tennis Lancashire referring to Tennis Lancashire's support for the Project. The Club further agrees to allow Tennis Lancashire to use images of the Club in connection with any Tennis Lancashire promotions or other activities. The Club will allow Tennis Lancashire access to the Facilities for these purposes.

1.9. Insurance

The Club must take out and keep in force a fully comprehensive policy of insurance to cover the Facilities to their full reinstatement value against such risks as Tennis Lancashire shall from time to time reasonably require.

1.10. Club Information

The Club must complete the LTA Club Profile Forms annually. A copy of the Club's up-to-date accounts may be required by Tennis Lancashire at the beginning of each financial year and the Club agrees to supply these, should they be requested, together with such other financial, management or other information relating to the Club (including lists of members) as Tennis Lancashire may reasonable require.

1.11. 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. PAYMENT OF FUNDS

2.1. Payment Schedule

Subject to compliance with these Terms and Conditions the Loan will be paid to the Club on commencement of the project and once we have received a copy of instructions to your bank for setting up a standing order.

2.2. Loan Period and Repayments

The Loan will be repaid over **5** years. Loan repayments will be **(£1000 half yearly)** payments. The first repayment will be made approximately 6 months after completion of the project. No club will be ask to repay more than £2000 per anum.

If the Club fails to pay the loan repayments as scheduled above, Tennis Lancashire reserves the right to demand immediate repayment of the Loan and to charge interest @ 3% above base rate on the full amount outstanding until date of payment.

2.3. Repayment Method

Loan repayments must be made by Standing Order and the Club agrees that it will not suspend or alter payments without the prior written consent of Tennis Lancashire. A standing order will need to be set up to

- Tennis Lancashire
- The Royal Bank of Scotland (Manchester Mosley Street Branch)
- Sort Code 16-00-01
- Account number 13251271.

3. TECHNICAL CONDITIONS

3.1. Project Details

Changes to the Project or the technical details will only be acceptable with the prior written consent of Tennis Lancashire and failure to obtain this consent may result in the withdrawal and/or immediate requirement for repayment of all or part of the Loan.

3.2. Project Completion

Tennis Lancashire's representatives and authorised agents will have the right of inspection at all times and will be entitled to attend the site and inspect and monitor the progress of the Project works to satisfy themselves that the works fully comply with the Project. Upon completion of the Project, a Project Completion Certificate signed by an authorised signatory of the Club and, where appropriate, a professionally qualified independent architect, surveyor, engineer or the LTA's own Technical Advisers, must be submitted to Tennis Lancashire, along with a copy of the final invoice.

3.3. Liability of Tennis Lancashire

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

3.4. Other Funding

The Club agrees to inform Tennis Lancashire if any funds become available from any other source. Tennis Lancashire reserves the right, in this event, to review the amount of the Loan and where in its absolute discretion it considers appropriate, to reduce the Loan by an amount equivalent to any other funding the Club may obtain. In the event that such additional funding becomes available after payment of the Loan the Club shall (if so required by Tennis Lancashire) repay to Tennis Lancashire an amount equivalent to the additional funding that has been received by the Club.

The Club may not apply to Tennis Lancashire for any additional loan funding for a period of two years from the date on which this agreement was issued.

4. MONITORING, EVALUATION AND NON-COMPLIANCE WITH THE TERMS AND CONDITIONS

Tennis Lancashire representatives and authorised agents will have the right to monitor compliance by the Club and these Terms and Conditions and the Club agrees to provide Tennis Lancashire with such access to the Club and to the Club's records as Tennis Lancashire may reasonable require for this purpose. If the Club fails to comply with these Terms and Conditions Tennis Lancashire reserves the right to require repayment of the Loan and termination of this agreement.

5. DURATION OF OFFER

Tennis Lancashire'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 from the date of issue. Upon the

expiration of this six month period Tennis Lancashire may at its sole discretion withdraw the offer.

Furthermore, if the Club has failed to commence the Project within six months of its acceptance of this offer, Tennis Lancashire may, at its sole discretion, cancel this agreement.

6. ACCEPTANCE

The Club has considered and is pleased to accept these Terms and Conditions and the undersigned is duly authorised and empowered to sign this acceptance on behalf of the Club.

The Club, acting through its Committee/Board/Management, confirms that it has considered, understood and where necessary obtained independent legal advice on these Terms and Conditions and is pleased to accept them and the undersigned are duly authorised and empowered to sign the acceptance on behalf of the Club.

Duly authorised for and on behalf of Club Name:

Name of Signatory: _____

Capacity: _____

Signature: _____

Date: _____

Name of Signatory: _____

Capacity: _____

Signature: _____

Date: _____