

## **Course Participation Terms: ITF Academy ([www.itf-academy.com](http://www.itf-academy.com))**

Thank you for your interest in participating in one of our online courses.

We have prepared these terms to explain your rights and our rights and obligations when you participate in a course, whether online or in person. Before you can complete your application, you need to read and agree to the terms set out in this document.

These terms form a legally binding agreement between you and us, so please read them carefully and only agree to them if you are prepared to be legally bound.

We recommend that you print a copy of these terms for your future reference.

### **1. ABOUT US**

- 1.1 The [www.itf-academy.com](http://www.itf-academy.com) (the Website) is owned by ITF Licensing (UK) Limited ("the ITF"). We are a company registered in England and Wales with company number 02584446
- 1.2 Our registered office address is Bank Lane, Roehampton, London, UK, SW15 5 XZ.
- 1.3 Any correspondence or contractual notices should be sent to us at Bank Lane, Roehampton, London, UK, SW15 5XZ or by email to [coaching@itftennis.com](mailto:coaching@itftennis.com)

### **2. ABOUT YOU**

- 2.1 Our courses are available to individuals who:
  - 2.1.1 understand and accept these terms;
  - 2.1.2 are legally capable of entering into binding contracts;
  - 2.1.3 are at least 16 years old, or, if younger than 16 years old, have permission from their parent or guardian to register;
  - 2.1.4 are interested in sports and in particular the tennis industry; and
  - 2.1.5 meet any eligibility criteria for the course indicated on the website or in the course information.
- 2.2 By applying to participate in a course you confirm that you fulfil the criteria set out in paragraph 2.1.
- 2.3 Your registration to participate in a course is personal to you and you must not allow any other person to participate in the course (whether online or in person) on your behalf.

### **3. APPLYING TO PARTICIPATE IN A COURSE**

- 3.1 If you are interested to participate in a course you should follow the application instructions on our website or in the course information provided to you.
- 3.2 For online courses you can normally apply through our website. If we are prepared to accept your application, we will give you access to the online course (which will constitute our acceptance of your application).
- 3.3 For certification courses attended in person, entry will be through and should be endorsed by the concerned National Association. In this instance, contact the National Association directly.

### **4. PARTICIPATING IN A COURSE**

- 4.1 It is your responsibility to make all arrangements necessary to participate in the course and you are primarily responsible for any costs or expenses incurred in attending.
- 4.2 If you are taking a course online, you must ensure that you have the necessary computer equipment to access and fully participate in the course. We cannot be responsible for technical errors caused by your own equipment.
- 4.3 If you are taking the course in person, you must:
  - 4.3.1 make all necessary arrangements to attend at the venue promptly for the start of each session and for the full duration of any course;
  - 4.3.2 make all necessary accommodation and transport arrangements and allow good time to take account of any transport disruptions;
  - 4.3.3 conduct yourself at all times in accordance with any rules or guidelines imposed by the venue where the course is taking place or otherwise notified to you and in a polite, lawful and respectful manner to all other participants and persons present at the venue; and
  - 4.3.4 not do anything which is likely to bring us into disrepute or to otherwise cause us to suffer any loss or damage.

- 4.3.5 Ensure you meet all course entry criteria
- 4.4 We reserve the right to disqualify any individual from further participation in a course if that individual fails to fulfil any requirements within the required timescale or, where attending the course in person, fails (in our reasonable opinion) to comply with any other requirement of paragraph 4.3.
5. **PAYMENT**
- 5.1 We provide courses in return for payment of a fee (the **Course Fee**), although free content is available on the Website as well
- 5.2 You will normally be required to pay the Course Fee (where applicable) before you can participate in the course. Accepted payment methods will be shown on the website or in the course information.
6. **COURSE CONTENT**
- 6.1 The content of the course will be broadly described on our website and in the course information. However, please be aware that the information provided in advance of your participation is an overview and is not intended as a complete description of the full content of the course.
- 6.2 Where you participate in an online course it is your responsibility to ensure that you properly review and access all the content made available to you. Ensure that you follow any on-screen instructions or prompts.
- 6.3 Where you participate in a course in person, the actual content delivered may depend on various factors, for example, on requirements notified to the course leader by participants and any questions raised, on the outcome of any events attended or viewed during the course, on any issues arising whilst the course is on-going (for example current events).
7. **ASSESSED COURSES**
- 7.1 Upon successful completion of an assessed course you may be entitled to receive a certification. Details of this will be shown on the website or in the course information. Our courses do not offer any certification other than those which are expressly identified. If you are in any doubt, please check with us before you register.
- 7.2 The benefits of, and terms applicable to, any certification will vary depending on which certification you obtain. Certification may be subject to expiry, revocation or modification in accordance with its terms. Please check with us for more information.
- 7.3 We will in each case determine the applicable assessment criteria for each certification. Details of these (to the extent we can disclose them to you) will be available upon request following your successful registration on the respective course.
- 7.4 The decision as to whether you have or have not met any applicable assessment criteria will be made in the first instance by us and/or our appointed assessment representative. If you are dissatisfied with the original decision you may appeal in accordance with the relevant appeal procedure (a copy of which is available upon request). Any decision made on appeal is final.
- 7.5 We do not guarantee that participation in any course and/or receipt of any certification will guarantee any specific outcome. Outcomes depend on many factors outside of our control, such as your level of engagement with the course, your background knowledge, skills, ability and experience, your ability to learn and learning style and how you use and implement the knowledge and/or skills that we deliver/impart. We specifically do not guarantee that:
- 7.5.1 you will meet the assessment criteria and be awarded the applicable certification;
  - 7.5.2 you will develop any specific knowledge, skill, ability or experience;
  - 7.5.3 you will be able to obtain any tennis / sport role
  - 7.5.4 you will be able to safely or competently perform any job or role related to the course (even if we have awarded you the applicable certification).
8. **CHANGES AND CANCELLATIONS**
- 8.1 If you or your endorsing National Association need to withdraw your application to participate in a course (or withdraw from a course part way through) you must immediately notify us. Upon notifying us of your withdrawal your right to participate in the course (and to receive any certification associated with that course) will immediately end.
- 8.2 Where you do withdraw we will discuss your options with you. These may include allowing you to move to a different course or offering a refund of the Course Fee (or part of it), but this will depend on the circumstances in which you cancelled, and we cannot guarantee that we will be able or prepared to move you to a different course or offer you a refund.

- 8.3 We will not be liable for reimbursement of any fees paid by you to your endorsing National Association for any course or courses.
- 8.4 We will use all reasonable endeavours to avoid changing details of the course or cancelling the course. However, we reserve the right to do so where:
- 8.4.1 an act, omission or event occurs which is beyond our reasonable control which would make it impossible, impractical or economically unviable for us to deliver the course as expected, such as terrorist attack or other disturbance, extreme weather events, damage to or other unavailability of the planned venue, illness or other availability of the course leader, disruption to transport, malicious or unlawful acts or omissions of third parties or government intervention;
  - 8.4.2 developments or events render some or all the course content out-of-date, irrelevant or otherwise inappropriate to deliver;
  - 8.4.3 we identify an error in the information available about the course on our website or in the course information; or
  - 8.4.4 the number of people applying to participate in the course is not sufficient to make it practically or economically viable to deliver the course.
- 8.5 Where an event of a type described in paragraph 8.4 occurs, we will aim to make reasonable changes to enable the course to go ahead and will only cancel the course where we do not believe it would be reasonably practicable to do so.
- 8.6 We will inform you as soon as reasonably practicable of any changes to (or cancellation of) the course and inform you of any options that you may have, such as moving to a different course. If we make a material change we will offer you the opportunity to withdraw from the course.
- 8.7 If we cancel the course, or we make a material change and you decide to withdraw, you will be entitled to a full refund of the Course Fee. The Course Fee will be refunded to you within a reasonable time, normally using the payment method you used to make the original payment.
- 8.8 The refund of your Course Fee as described in paragraph 8.7 is your only remedy for any change or cancellation made as described in this paragraph 8 and unfortunately we are unable to refund any other costs or expenses that you may incur as a result, such as forfeited transport or accommodation costs. We strongly recommend that, where possible, you select a booking option that allows for a refund if you cancel your booking.

## 9. YOUR PERSONAL INFORMATION

Prior to and/or during your participation in the course you are likely to provide us with personal information about yourself. We are committed to protecting your privacy and will handle your personal information in accordance with our [privacy notice](#).

## 10. OUR LIABILITY

- 10.1 Our liability for losses you suffer as a result of us failing to comply with these terms or as a result of other direct loss or damage that you suffer as a result of your participation in a course (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) is strictly limited to the greater of (a) £1,000 and (b) the Course Fee.
- 10.2 We are not responsible for losses which are not reasonably foreseeable by you and us and even if such losses result from a deliberate breach of these terms by us.
- 10.3 We are also not responsible for any of the following types of losses that you may suffer:
- 10.3.1 failure to achieve desired outcome of participation in the course;
  - 10.3.2 loss of income or revenue;
  - 10.3.3 loss of business;
  - 10.3.4 loss of profits or contracts;
  - 10.3.5 loss of anticipated savings; or
  - 10.3.6 waste of management or office time.
- 10.4 Nothing in these terms shall limit in any way our liability for:
- 10.4.1 death or personal injury caused by our negligence;
  - 10.4.2 fraud or fraudulent misrepresentation; or
  - 10.4.3 any other matter for which it would be unlawful for us to exclude, or attempt to exclude, our liability.

11. **COMMUNICATION**

- 11.1 If you need to get in contact with us, whether about a contractual matter or otherwise, please contact us at the email or postal address set out in paragraph 1.
- 11.2 We will contact you using the contact details you provide when you register for the course. It is therefore extremely important that you ensure these details are complete and accurate and immediately inform us if these change for any reason.
- 11.3 Any contractual notice sent in accordance with these terms will be deemed received 24 hours after an email is sent or three days after the date of posting of any letter (ten days if sent internationally). In proving the service of any notice, it will be enough to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such e-mail was sent to the specified email address of the addressee.

12. **GENERAL**

- 12.1 These terms, together with our [privacy notice](#) and (if you take an online course) our [website terms of use](#) constitute the entire agreement between you and us in respect of your participation in the course. You acknowledge and accept that you are not applying for the course in reliance on any representation, undertaking or promise except as set out in these terms.
- 12.2 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to these terms shall not in any way affect the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- 12.3 These terms apply whether you apply to participate in the course via our website or via other means, such as via email or phone.
- 12.4 These terms and your participation in the course, together with any associated non-contractual disputes or claims, are governed by English law and you and we each hereby accept the exclusive jurisdiction of the English courts, save that if you live in a different country we may take action for interim relief or to enforce any judgment against you in the country in which you reside.