

## ANNEX 2

### Tennis Terms and Conditions

- 1) **Project Terms** - The following table shows the Standard Obligation Period for each Project type/funding amounts.

Category	Grant funding amount/Type of Agreement	Standard Obligation Period end date
A	Gate access projects only	The date falling 5 Years after Installation Date
B	Any project requiring repainting	The date falling 10 years after Completion Date
C	Any project requiring resurfacing valued between £5000 and £149,999	The date falling 15 years after Completion Date
D	Any project valued over £150,000	The date falling 21 years after Completion Date

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 and Refurbishment

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 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.

#### 3) Court Refurbishment and Replacement

- For all projects in categories B to D - To undertake as a minimum a repaint of the courts within the Standard Obligation Period. However where identified seek to utilise income generation to resurface courts as required.
- For all Projects in categories C and D – To undertake as a minimum a resurface of the courts within the Standard Obligation Period.

#### 4) Digital Journey to Court

Online Booking

- Ensure all courts are available for public booking throughout park opening hours.
- Ensure all Your tennis venues, courts and activities are promoted 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.

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.
- Ensure access codes are provided to users as per agreement with a gate supplier approved by Us.
- 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; and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate.

## **5) 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 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 secured over the Standard Obligation Period to meet the conditions in paragraphs 2 and 3 above.

## **6) 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, recognised by LTA Operations and meeting LTA Operations standards.
- 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 agree to promote before each launch.
- 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, and thereafter any ongoing promotion of LTA Operations' national tennis campaigns and promotions to increase opportunities to drive tennis participation, displaying promotional material to maximise impact.
- 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.

## **7) Registration**

- Each venue to be registered for the Standard Obligation Period with LTA Operations under its venue registration scheme, or replacement thereof. Registration to be free for the designated period.

## **8) 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 persists, 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.