



Terms & Conditions

for Group & Private Sessions

Prepared for JW Tennis Club

Created by Jay Lee Tennis Ltd

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1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. **Information about us and how to contact us**

2.1 **Who we are.** We are Jay Lee Tennis Ltd a company registered in England and Wales. Our company registration number is 12573891 and our registered office is at Flat 39 Fairmont House, Needleman Street, London, England, SE16 7AW

2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 07956 054487 or by writing to us at tennisjaylee@gmail.com.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the services.

3.3 **Your booking confirmation number.** We will assign a booking confirmation number through jwtennisclub.com to your order and tell you what it is when we accept your order, when you book through one of our group courses. It will help us if you can tell us the order number whenever you contact us about your order. If you decide to cancel your order, subject to this agreement, we will provide you with a cancellation number from jwtennisclub.com.

3.4 All course bookings are subject to availability.

3.5 It is your responsibility to check that you have been enrolled for the correct group and that you are aware of the correct timings and location of this session.

4. Your rights to make changes

4.1 If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.2 Please note that the services are non-transferrable. This means that you cannot assign your rights under this contract, including the right to receive the services, to others.

4.3 Please note that the services will be supplied to you according to the previously established timetable. You cannot change the days on which you will receive the services and are committed to the days to which you subscribed to receive the services.

5. Our rights to make changes

5.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements such as health and safety requirements;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the following changes to the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

- (a) Price changes, for example we may need to increase the price of services;
- (b) Date and time of the session(s);
- (c) Location of the services;
- (d) Number of players in each group session;
- (e) Coach(es) that will be teaching the sessions;
- (f) Any other reasonable adjustments to accommodate unforeseen circumstances.

6. Providing the services

6.1 **When we will provide the private session services.** We will supply the services to you from the date we accept your order for the time period set out in the order. The estimated completion date for the services is as told to you during the order process unless either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.2 For all other sessions, including group sessions, the services will be provided starting from the start date of the group course. You will be informed of the start date of the relevant session to which you have subscribed to when purchasing the service.

6.3 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay we will contact you to reschedule the session.

6.4 **What will happen if you do not provide required information to us.** As we informed you in the description of the services on our website, we will need certain information from you so that we can provide the services to you, for example, names, email addresses, phone numbers, postcodes and payment details, and medical history that the coach should know. If you require any extra of specific support or assistance to benefit from the provision of the services, please inform us as soon as possible. If you do not, within a reasonable time, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) account for bad weather conditions;
- (c) unforeseen coach or location unavailability;
- (d) updating the services to reflect changes in relevant laws and regulatory requirements; or
- (e) changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than a week we will contact you to reschedule the session so that you may still benefit from the services. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them. We strongly recommend not to end the contract due to the services being suspended as we will always try our best to reschedule the sessions so that you may still benefit from the service. Please note that, due to the unpredictability of external factors (such as the weather), the rescheduled sessions may retard the process by up to two weeks or more.

6.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 13.4-13.5), we may suspend the services. We will send you a notification to tell you we are suspending the services. As well as suspending the services we can also charge you interest on your overdue payments, where applicable (see clause 13.5).

7. Your rights to end the contract

7.1 **You can end the contract for group lessons before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services,

but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 If you want to cancel private or group lessons, please see our cancellation policy (clause 12).

7.3 **What happens if you have a good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will reschedule the relevant and applicable sessions to a time that suits.

The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.4 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in clause 7.3, the contract will end immediately and you will incur a £50 administrative fee (£55 for 2:1 session). Cancellation of a private session booking less than 7 days during off-peak season and 14 days during peak season (see clause 12.3) (and less than 24 hours for group class booked via jwtennisclub.com) before the first session will not be refundable, transferable to any other courses, or not be offered as a credit for the next batch of any course.

8. Our rights to end the contract

8.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, the name of the member booking onto the course.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services (except for any court fees) we have not provided but we may deduct or charge you £50 (£55 for 2:1 session) as compensation, as this is the cost both parties agree to be a reasonable payment for cancellation of the services.

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of

our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. Rules of service

9.1 You are required to observe any and all rules of the facility where sessions take place and thereby releasing any of the respective agents, heirs, assigns, contractors, and employees from any and all claims of liability.

9.2 Any aggressive actions, verbal or physical, towards our staff, employees or clients will not be tolerated. We reserve the right to decline access to anyone who does not comply with our policies and you will have no right to a refund in this case.

9.3 You are required to attend sessions wearing appropriate attire (i.e. comfortable sports clothing and flat soled trainers). Please bring your own racket and a bottle of water.

10. Bad Weather Policy

10.1 Please bring protection from showers/sun as the sessions will go ahead unless the weather conditions make the courts unplayable.

10.2 If a session is cancelled due to the weather conditions you will be notified by email at least 1 hour before the session starts. The session will be rescheduled or if the session cannot be rescheduled a refund will be provided (except for any court fee, unless the venue has provided one).

10.3 If you haven't received a cancellation notice by email within 1 hour before the session starts, the session is considered running on time. If the session has been cancelled, we will schedule a makeup session at the nearest possible day and at a similar time slot (subject to court availability and cannot be guaranteed). Due to the high demand for court bookings, the rescheduled date will be final. We are not able to offer a refund if players are not available to attend the makeup session. If the makeup session is then cancelled by rain, a new makeup session will be offered.

10.4 For group classes, if a session runs more than 30 minutes but is unable to continue due to wet weather, the session is considered complete, and no makeup session will be offered.

11. If there is a problem with the services

11.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 07956 054487 or by writing to us at tennisjaylee@gmail.com.

11.2 **Summary of your legal rights.** See the text below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed on a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed on a time beforehand, it must be carried out within a reasonable time.

11.3 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 11.2) and does not affect them. In the unlikely event there is any defect with the services:

- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will reschedule the session; and
- (b) in all other circumstances we will use every effort to reschedule the session free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 14 days. If we fail to remedy the defect by this deadline we will use every effort to reschedule the session free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 60 days. If we fail to remedy the makeup session by this deadline we will offer a refund the price you have paid for the particular session.

12. Cancellation policy

12.1 **How to cancel the course.** All cancellations for the group session services can be made by clicking cancel on your Activities Decathlon booking page up until 24 hours before your first session. Cancellation of a course booking less than 24 hours before the first session will not be refundable for the group classes booked via Decathlon's platform.

12.2 For security reasons, the booking can not be transferred to other players. The name of the player showing on the booking platform must take the class.

12.3 To cancel private sessions, you will need to directly contact the relevant coach to discuss the cancellation. In any case, this will need to be done at least seven days before the start of the private session during off-peak season (1 October to 28/29 February) and fourteen days during peak season (1 March to 30 September). Once the private sessions have started, it will not be possible to cancel the sessions and all payments will be non-refundable. We will endeavour to reschedule your session in the following weeks if this is necessary. If you are unable to attend a session that is rescheduled you will not be entitled to a refund. If you cancel or reschedule a private session within 7 or 14 days (as the case may be) of the scheduled session you will be charged for all scheduled services (including the court fee, if we have paid this for you - see clause 14).

12.4 If you book a block of multiple private sessions and have made payment in full in advance for the sessions then, once the first of those private sessions has started, it will not be possible to cancel the remaining sessions and all payments will be non-refundable.

12.5 **What happens when we cancel a session?** If we are unable to facilitate a session due to bad weather or the coach unexpectedly being unavailable the service will be suspended and rescheduled. Only in circumstances where we cannot reschedule the session will a refund be offered.

13. Price and payment

13.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list on the Decathlon Play website and Jay Lee Tennis website in force at the date of your order unless we have agreed another price in writing. We use our best efforts to ensure that the prices of services advised to you are correct. However please see clause 13.3 for what happens if we discover an error in the price of the services you order.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

13.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

13.4 **When you must pay and how you must pay.** You must make an advance payment of the full price of the services before we start providing them. Bookings for group sessions must be made through jwtennisclub.com.

13.5 For private sessions, all payments must be made upfront at least seven days before the start of the first session.

13.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 13.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

13.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Court Booking Policy

14.1 For private lessons you may book the court yourself or you can ask us to book the court for you.

14.2 If you ask us to book the court:

- (a) we will endeavour to book any slots that you request, however we cannot guarantee specific slots that you request will be available;
- (b) you must pay to us the court fee in advance at the same time that payment for the services is due under clauses 13.4 and 13.5 and in the event that you fail to do so, we may at our sole discretion pay the court fee on your behalf and you promise to reimburse us for any such fees; and
- (c) The court fee is non-refundable, and in the event that you fail to comply with clause 14.2(b) above, will remain payable by you to us if you cancel or reschedule the lesson or fail to attend.
- (d) If the venue increases the court fee after the coach received the court fee from you, the coach will inform you about the changes from the venue and request for the price difference to process court booking.

14.3 If you book the court yourself, you must pay the court fee and you agree to the venue's own terms and conditions. Under no circumstances will we reimburse you for any court fee you have paid. If the session is rescheduled by bad weather, your own events including health issues, traffic situations, your work related issues and/or anything that the coach cannot control, you will have to pay another court fee to book a new slot.

14.4 Some venues offer credit for bad weather where the customer can reschedule to later slots. Please check with the coach who can liaise with the venues.

15. Our responsibility for loss or damage suffered by you

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the session.

15.2 **We accept no liability for damage to, or loss of, any property or articles placed or left at any of the course sites by any person or organisation.**

15.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause [11.2](#).

16. How we may use your personal information

16.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the services;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

16.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

16.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

17. Other important terms

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

17.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

17.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

17.6 **Alternative dispute resolution.** Disputes should be referred to us firstly so that we can find a solution. If we cannot find a solution then negotiation will resolve such disputes.