

EzeePadel Weybridge

Terms & Conditions (“T&Cs”)

## **INTRODUCTION – EzeePadel Ltd**

EzeePadel Weybridge is owned by EzeePadel Ltd. Any terms relating to “we”, “us” and “our” refer to EzeePadel Ltd. These terms & conditions (T&Cs) relates to all clubs owned or managed by EzeePadel Ltd.

These terms and conditions apply between you, and EzeePadel. Please read these terms and conditions carefully, as they affect your legal rights.

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the club, and these T&Cs also apply to our website and other assets belonging to EzeePadel Ltd. If you do not agree to be bound by these terms and conditions, you should stop using the Club and EzeePadel’s services immediately.

Whilst EzeePadel Ltd uses reasonable endeavours to ensure that club information and the website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all users take responsibility for their own security, that of their personal details and their computers.

## **CLUB TERMS AND CONDITIONS**

To help you get the best out of our padel clubs and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions carefully. The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts.

### **Part A – terms and conditions of play.**

All players must keep to these terms and conditions, including adult and child players.

### **Part B – rules and regulations for using facilities.**

These terms and conditions apply to all our players, children and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests, and our other players to share during every visit to your club.

These terms and conditions always apply and take priority over anything another member may have told you.

These terms and conditions replace any previous versions.

## **PART A – TERMS AND CONDITIONS OF PLAY**

Definitions that apply to part A.

- You – the lead player

- Linked player – anyone who is linked to you, and your court booking and/or your membership
- Your club which you have booked a court or activity.

### 1. Responsibilities of lead players and linked players

a. Every player who attends the court booking and/or activity will be jointly and individually responsible under this agreement.

b. This means that:

if one of those players tells us to do anything in relation to the booking (including cancelling it) we will take that as authority from all of them;

each of those players will be responsible for paying all the appropriate booking fees for themselves. Any members using their profiles to book on behalf of others to deliberately avoid fees or pay less in fees would be breaking the rules and would therefore be liable to sanction. This also applies to any other players who have committed to the booking and for all linked players (whether adults or children); and

each of those players will be responsible for paying any extra charges and activities which they, any other linked players, have used at the Club.

c. All these terms and conditions of play apply to you and all linked players unless we tell you otherwise.

d. You and all linked players must keep to the rules and regulations for using facilities set out in Part B.

### 2. Children

a. We welcome children to our clubs, but they must behave reasonably. They must not put themselves or other players in danger or prevent other players from enjoying the club or its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.

b. If your child continues to behave unreasonably, whether on one visit to the club or over several visits to the club, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using our club facilities.

c. If we suspend your child from using a club and you want to appeal against this, you must appeal in writing to our head office using [info@ezeepadel.com](mailto:info@ezeepadel.com).

### 3. Guests

a. You and any other linked adult player can introduce guests to the club. You or the linked player introducing the guest must:

- abide by these terms and conditions of the Club.
- make sure the guests are aware of, and keep to, our rules and regulations set out in 'Part B – rules and regulations for using facilities.'

### 4. Court Bookings & Fees

- a. All court and activity bookings are made via our 3rd party app Playtomic. The Playtomic legal conditions include rules on how and when you can book, and information we need from you to allow you to book.
- b. We may change our booking terms and conditions from time to time.
- c. You must pay for your court and activities booking via the Playtomic app.
- d. For the full legal conditions of Playtomic usage, please read <https://playtomic.io/legal-conditions>.
- e. Bookings can be cancelled free of charge via the Playtomic app up until 4 hours before a match is due to start for private matches and 24 hours for open matches. In the case of bad weather, our cancellation policy remains the same.

#### 5. Increase in court fees.

- a. At any time, EzeePadel can increase court and activity fees. We will give notice by email at the address you have registered to Playtomic. We will also publish new pricing on the website.

#### 6. Other charges

- a. All goods purchased must be paid for at the time of delivery.
- b. There are extra charges for equipment hire and coaching services.
- c. Charges may vary from time to time and from club to club. For details of all charges and fees, please contact the team at the club.

#### 7. Court Rights & Restrictions.

- a. There is a 14 day advance booking limit unless specified otherwise within the terms of your membership
- b. There is a maximum of 5 active bookings, per 14 day period unless specified otherwise within the terms of your membership
- c. There is a maximum of 2 bookings per day, unless specified otherwise within the terms of your membership
- d. A cancellation policy of 4hrs applies for private matches and 24hrs for open matches
- e. If you do not cancel your booking with a minimum of 4hrs notice, you will be automatically charged by Playtomic. Please note this is a deadline automatically applied by Playtomic.
- f. You may not have more than one active booking across multiple courts on the same day at the same time slot, without prior permission from EzeePadel's Club Management team.

#### 8. Using the café and toilets

a. As a player at the Club, you may use the toilet and café facilities at Bannatyne Health Club, but may not use the other facilities i.e change rooms/showers/ gym/ pool and spa unless you are a Bannatyne member.

#### 9. Restricting and Suspending Players

a. At any time, EzeePadel can restrict or suspend your play for a single period of between two and nine calendar months, within any twelve-month period. We also reserve the right to terminate your membership with immediate effect, or refuse to renew your membership when it expires.

b. If you want to appeal your restriction or suspension, you will need to let us know in writing:

- by email; or
- by post;

You must tell us the start date for the suspension and the number of months you want to reduce it by.

c. The restriction and/or suspension will take effect from the first day you are notified by the club.

d. You must make sure that you respect and abide by the restriction and/or suspension. We strongly advise that you adhere to these terms and conditions, to avoid any further restriction and/or suspension.

e. If you do not adhere to the terms and conditions and have a restriction you may be suspended.

f. Furthermore, if you do not adhere to the terms and conditions, and have been previously suspended, you will be banned from using the club and may be restricted from using other clubs under EzeePadel's jurisdiction.

#### 10. Membership renewal

a. You will be required to renew your membership when it comes to an end. It is your responsibility to make a note of your end date and renew in time otherwise you will be charged guest fee rates and may end up on the waiting list.

b. The same membership you registered for may not be available again at the time of renewal and therefore this does not give you the right to renew your membership within previously existing terms or price.

c. Ezeepadel reserves the right to increase the membership rates. Court fees can be increased at the discretion of the EzeePadel management team at any time, however, members will be notified of the changes to pricing and / or terms in writing via email with a minimum of 30 days notice.

d. EzeePadel Ltd. Reserves the right not to fulfil requests to renew memberships, and are under no obligation to accept new members referred by other members of the club.

#### 11. Acceptable behaviour

EzeePadel Weybridge seeks to operate fairly with honesty and integrity – and we expect the same from our members.

We will not tolerate our team or other players being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from EzeePadel Weybridge and all other clubs under EzeePadel Ltd.

b. We will restrict, suspend, or ban you, in the following circumstances:

- If you or a linked player breaks or repeatedly breaks the terms and conditions of the club rules and you do not or cannot put it right within seven days of us speaking to you about it.
- If you, your linked player or your (or a linked player's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at EzeePadel Weybridge. This includes the use of swearing and spitting.

c. If we receive any complaint about your behaviour or that of a linked player at an EzeePadel Club or if you or a linked player persistently behave inappropriately, or if we believe that your continued play (or that of a linked player) is not in the interests of other players of your club, we have the right to suspend or ban, depending on the behaviour. You have the right to appeal against our decision by contacting our head office by emailing [info@ezeepadel.com](mailto:info@ezeepadel.com). If we are not able to sort out the issue following your appeal, or if you do not appeal in line with our appeal procedures, we have the right to ban you.

## 12. Complaints

a. We are committed to making sure our players are satisfied with the service we provide, but we are realistic enough to know that things do not go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and resolve any issues.

b. If you have a complaint, you should email [info@ezeepadel.com](mailto:info@ezeepadel.com) in the first instance. We will do our best to resolve it for you.

## 13. Making changes to your club or its facilities, services, and activities

a. We have the right to increase, reduce or withdraw certain facilities, services, or activities in any of our clubs either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance, or security work).

b. If we decide to make any other change to the facilities, services, and activities available at the club, we will give you notice by email, if this is possible.

c. If we must close facilities or clubs for reasons outside our control, we will try our best to provide an update to players.

d. We will display details of the opening and closing times on EzeePadel website. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on your club's website. We will try to give you at least one month's notice if we permanently reduce the opening hours at the club.

#### 14. Liability

- a. We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of the Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- b. All players play at their own risk and we do not accept liability for the injury or death of any player, child or guest that may happen on the premises or within the grounds of any EzeePadel Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- c. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

#### 15. Data protection

- a. We will deal with all information we hold about you in line with our privacy policy which you can get from our website. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.
- b. Members of EzeePadel are automatically opted in to communications when they sign up and must unsubscribe from emails or contact us to opt out. Please note that Playtomic has a different privacy and data policy which is separate to EzeePadel Weybridge and will be made known to you at the point of registering with Playtomic. If you choose to opt out of communications from Playtomic you are not opting out of communications with us. If you wish to opt out of communications from EzeePadel, contact [info@ezeepadel.com](mailto:info@ezeepadel.com)

#### 16. Significant changes to these Terms and Conditions.

- a. At any time, EzeePadel can change these terms and conditions, any rights and/or restrictions that the Club decides to make.
- b. We will give notice of any changes to terms and conditions by email and will post the new terms and conditions on EzeePadel's website. We advise that players continuously engage with the website and/or any marketing communications so that they can become aware of any changes that might affect them.

## **PART B – RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES**

Definitions that apply to part B:

- You – any player using the club facilities.
- Linked player – anyone who is linked to you.
- The club where a court booking and/or activities are booked.

### 1. General health and safety

- a. As your safety is our main priority, we do not allow crockery or glasses outside unless we have organised this.
- b. We do not allow any animals on our courts.
- c. To protect the safety of all players and guests, you must pay particular attention to all signs relating to health and safety in our clubs. If you do not understand a notice or sign, please ask one of our team at the club.
- d. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened immediately.
- e. For legal and health reasons, you must not vape or smoke while using any of the club facilities.
- f. While you are at the club, we expect you to behave appropriately, respectfully, and politely, and dress appropriately, always. We can prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.
- g. You should not use the club if you have an infectious illness or condition.
- h. For your safety, you must wear appropriate footwear for the playing surface (for example, non slip padel shoes on courts).

### 2. Your children's health and safety

- a. Children aged 11 or under must be always supervised by a player over the age of 18, including in any play area. However, this does not apply if they are at an activity, we organise at the club which parents and guardians do not need to go to (we call this a 'supervised activity').
- b. If you cannot bring your children to a supervised activity a member of your immediate family to bring them instead.
- c. If your child is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your child. We will not allow any other person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with.
- d. You must not bring your children into the club or childcare facilities if they have an infectious illness or condition.

### 3. Car park

- a. You are only entitled to use the club car park while you are using the club facilities. If you do not have a disabled badge, you must not park in the spaces reserved for disabled badge holders.
- b. We do not guarantee that car parking is available at any of our clubs.
- c. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

#### 4. Personal Belongings

- a. You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b. If you leave your belongings in the Club, we have the right to remove your belongings. You are advised to claim the belongings we have held at the club as soon as possible, as we regularly remove them and give them to Charity. After this time, we will not be responsible for the belongings.
- c. If you find lost property, you must hand place it in the storage container at the club or hand in to staff at Bannatyn's Club if very valuable.

#### 5. Injury

It is your responsibility to inform us of any injuries that are likely to result in a prolonged period of rest, or if you intend to abstain from physical activity for any length of time. You must write to us by emailing [info@ezeepadel.com](mailto:info@ezeepadel.com) as soon as you are able, detailing the severity of your condition and how long you plan to stay away from any activities. EzeePadel is under no obligation to suspend or refund memberships during your injury period but may use discretion.

#### 6. Photographs and videos

- a. You may take photographs and video recordings in your club for your own personal use provided that you keep to these rules and any extra rules displayed at your club.
- b. You must not take photographs or videos of any children under 18 other than your own.
- c. Anyone who appears in your photographs or videos must be aware that you are filming them, and you must get their permission first.
- d. If another player is unhappy that you are filming them and makes a complaint to us, we may ask you to show us any images which you have taken in the club and to delete them if appropriate.
- e. If a player of our team asks you to stop filming or taking photographs you must do so.

EzeePadel Ltd is a company incorporated in England and Wales with registered number 13312913  
You can contact EzeePadel team by email on [info@ezeepadel.com](mailto:info@ezeepadel.com)