

These Terms and Conditions shall apply to participation in Group Sessions at The Welsh Padel Centre (“the Centre”) owned and operated by Padel Centres Ltd (“the Company”), a Private Limited Company registered in England and Wales under number 12749325, whose registered office is Rock House, Mynyddbach, Chepstow, NP16 6RP, UK.

Some Group Sessions are open to individuals who are not Members of the Centre. These Terms and Conditions apply those individuals who are not Members of the Centre. Members of the Centre should refer to the Membership Terms and Conditions which supersede these Terms and Conditions.

**It is important to note that the Company accepts no responsibility or liability for any damage or injury that may occur to you or your property, except where the accident, damage, injury or loss has been caused through the negligence or act of the Company.**

## **1. General**

- 1.1 When you book a Group Session at the Centre you enter into a contract with the Company.
- 1.2 This document defines the terms of the contract entered into and the responsibilities and liabilities of both parties.

## **2. Electronic Systems**

- 2.1 All payments via The Welsh Padel Shop (“the Shop”) are based on the Square platform (“Square”). Details of Square are available at [www.squareup.com](http://www.squareup.com).
- 2.2 In person payments at the Centre are made through the Zettle Payment Platform (“Zettle”). [www.zettle.com](http://www.zettle.com).
- 2.3 Payments via the vending machine at the Centre are made via the Nayax Payment Platform (“Nayax”). Details of Nayax are available at [www.nayax.com](http://www.nayax.com).

## **3. Payment and Cancellation**

- 3.1 To attend a Group Session a Group Session Fee is payable via the Shop. Paying the Group Session Fee will result in a Group Session Booking.
- 3.2 Where Group Sessions are designed to have players of a similar capability participate, the Company reserves the right to cancel a Group Session Booking if in the opinion of the Company you are not to the required playing standard. Where the Company makes such a cancellation, the Company will refund the Group Session Fee via the Shop.
- 3.3 If you wish to cancel a Group Session Booking, you must do so more than 48 hours prior to the start of the Group Session (“Valid Cancellation”). In the event of a Valid Cancellation, the Company will refund the Group Session Fee via the Shop. Cancellations with less than 48 hours’ notice will not receive a refund.
- 3.4 Group Sessions are subject to these terms and conditions and the behavioural standards set out herein.
- 3.5 The Group Session Fee includes VAT at the then prevailing rate.
- 3.6 If you persistently make Group Session Bookings which you then cancel, the Company reserves the right not to refund Group Session Fee after the third successive cancellation.

## **4. Cancellation by the Company**

- 4.1 The Company reserves the right to without notice terminate or temporarily suspend the use of the Centre if, in the opinion of the Company, the Centre is unsuitable or unsafe for use for whatever reason. The Company will provide as much notice as feasible but, as such events are unlikely to be foreseen, such a cancellation of a Group Session could occur with minimal, if any, notice. If such action is necessary, a refund of the Group Session Fee via the Shop will be made by the Company.
- 4.2 The operation of the Centre is dependent on the correct functioning of electrical power and internet provision. In the event of power or internet provision failure courts in the Centre may not be available for use. The Company will provide as much notice as feasible but, as such events are unlikely to be foreseen, such a cancellation of a Group Session could occur with minimal, if any, notice. If such cancellation occurs, a refund of the Group Session Fee via the Shop will be made by the Company.
- 4.3 The Company reserves the right to cancel a Group Session if the numbers signed up are insufficient for the Group Session to proceed as planned. The Company will provide as much notice as feasible but, as such an event is unlikely to be foreseen, such a cancellation of a Group Session could occur with minimal, if any, notice. If such cancellation occurs, a refund of the Group Session Fee via the Shop will be made by the Company.
- 4.4 The Company reserves the right to cancel a Group Session if the Centre is required for the purposes of a special event or other occasion. The Company will provide a minimum of seven days' notice in writing of such a cancellation and will refund the Group Session Fee for the cancelled Group Session.
- 4.5 The Company reserves the right to cancel Group Sessions if there are events beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

## **5. Behaviour**

- 5.1 The following behaviour is not permitted on in the Centre and its vicinity:
  - 5.1.1 Disorderly conduct and the use of foul and abusive language.
  - 5.1.2 Spitting.
  - 5.1.3 Engaging in racist, religious, sexual, or homophobic abuse, harassment or intimidation.
  - 5.1.4 Threatening or abusive behaviour towards members of the public or other players, or the Company's staff.

Engaging in such behaviour may, at the sole discretion of Company, result you being asked to leave the Centre without any refund of the Group Session Fee.
- 5.2 You must take all precautions necessary to ensure that no inconvenience or annoyance is caused to other users of the Woodland Road Sports and Social Centre or owners or occupiers of neighbouring properties.

## **6. The Company's Liability & Responsibility Waiver**

- 6.1 The Company accepts no responsibility or liability for any damage or injury that may occur to you or your property, except where the accident, damage, injury or loss has been caused through the negligence or act of the Company.
- 6.2 In no event will the Company be responsible for incidental, or consequential or indirect loss or damage caused or alleged to have been caused, directly or indirectly, by the Company entering into the this agreement or by cancelling Group Sessions.
- 6.3 You use the centre at your own risk, waiving all rights (if any) to claims against the Company in respect of any accident, damage, injury, or loss for which the Company refutes any responsibility or liability.
- 6.4 You agree to indemnify, and keep indemnified, the Company against all proceedings, claims, costs, expenses, and liabilities in respect of any injury (whether fatal or otherwise) to yourself and any loss of, or damage to the property of anyone (whether using the Centre or not) arising from, or caused by, your participation in Group Sessions.
- 6.5 In any event, the Company's total liability under these Terms and Conditions shall be limited to the value of the contract between the you and the Company, that is, the Group Session Fee.
- 6.6 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability for death or personal injury caused by the Company's negligence (including that of the Company's employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

## **7. Insurance, Indemnity and Damage**

- 7.1 You shall indemnify the Company and its Officers and Employees against any claims which may be made against them in respect of your use of the Centre.
- 7.2 You must take all appropriate measures to ensure that no damage, either directly or indirectly, is caused to the Centre. You agree to pay the Company, within 14 days of receipt of a written demand, compensation for any deliberate or negligent damage damage you caused to the Centre. The Company will reasonably assess the amount of compensation based on:
  - 7.2.1 the repair of the damage, and;
  - 7.2.2 the estimated amount of income lost by the Company as a result of damage, and;
  - 7.2.3 the amount of management time and work undertaken by the Company to assess the damage and manage its repair.

## **8. Correspondence**

- 8.1 Any correspondence sent to the you via email or post using the details you entered in the Shop when paying the Group Session Fee will be deemed to be received. You are advised to include the domain welshpadel.com on your email safelist.

## **9. Personal Information (Data Protection)**

- 9.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") or any amendment thereof.



**10. Company Rights**

- 10.1 From time to time the Company may take photographs of activities for promotional purposes. If you have any objection to being photographed, please advise the Company in writing. It is your responsibility to ensure that any photographs or videos involving children are only taken and used with prior consent of the child's parent or guardian.
- 10.2 The Company enters into a contract on these Terms and Conditions with Members in its capacity as the operator of the Centre and confirms that it has the necessary rights to enter into the contract.

**11. No Waiver**

- 11.1 No failure by either the Company or a Member to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

**12. Severance**

- 12.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

**13. Governing Law and Jurisdiction**

- 13.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 13.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

**14. Alterations**

- 14.1 These Terms and Conditions can only be altered in writing by a Director of the Company. No other correspondence whether verbal, electronic or written will constitute a change in these Terms and Conditions.