

LEGAL NOTICE

Legal owner of the Web or Club

According to the law 34th/2022 of July 11th, of information society services, this data is included:

COMPANY: Padel House

ADDRESS: 48a Kemp Street, Wellington

The navigation on the site, the utilization and/or the of any type of products of the shop, assume the unreservedly acceptance, as a user, of the General Use Conditions of the web, of the General Agreement Conditions and of Specific Conditions in case of there would be an of services and products. With what previously said, the User is understood as anyone who explores the web and/or uses the services included in the club or in case anyone who buys any service or product offered by the club. This General Conditions will be applied to both the promotional activity and to the collection of the information done through the web like purchase of goods and/or the provision of services offered by the club, in such way that those will be every time applied by the simple navigation on the web but also for the purchase of goods and/or provision of services offered by the club although these would apply to General Use Conditions, General Agreement Conditions that have to apply and specific conditions which could be set. Web page aim:

Padel House web page has the aim of offering rental services of sports courts.

Modification regimen:

Padel House has the right of unilaterally amend, at any time and without any previous notice, general conditions and specific conditions which could eventually be set; the configuration, presentation and web page design or of any type of element included; the information, general o special content supplied and, in general, any other type of circumstance not specified, included the removal of the web page or some if its elements. After any modification is implemented on the web, the successive log in of the user implies the approval of the user of it.

Notwithstanding the above Padel House has the right to revoke, at any time and arbitrarily, free access to the web site or the use of information and content. In this case the user will be notified on the main page of the web site in a reasonable time in advance. Rules of use of the web site:

The user must use the web site under these general conditions and under special conditions those exist; and, similarly to the Law, customs and public order. Accordingly, as declarative but not limiting the user must:

- Not use the web site, nor use elements, information, content and services implemented, violating the general conditions and/or any special conditions or violating the Law, customs and public order.**
- Not to send, in any case, advertisement or commercial communications of any type nor emails without the previous explicit consent of the recipient for both individual and collective emails. Likewise, is it forbidden to obtain and use distribution lists which could possibly be accessible from the web page and hand them over, together with the data contained on**

them, to third parties, independently of the purpose of it.

- Not harm, during the use, the right, of any type, which corresponds to third parties.
- Not to use any other device to which the web page allows for the collection of information, content and services of it when this collection is being authorized by Padel House.
- Not to access illegally on the web page nor on third parties computer systems nor spread viruses which can cause damage to the devices or computer systems, whichever they are and independently of the owners.
- Not to engage in activities which will impede the access and the use of the web site, with the appropriate conditions, for the rest of the users.
- Not to create hyperlinks or links between any other web page, including that of the user's, or any other web page or page accessible from the internet and the Padel House's web page unless explicitly authorized by a written form by Padel House and in any case with the conditions established. Any user who doesn't comply with the above will be the only and exclusively responsible for the damage and inconvenience caused to Padel House or third parties.

Intellectual propriety:

The right of intellectual propriety for the content of the web page is owned by Padel House or has been given the license by the respective owners. Padel House has all the reserved rights and doesn't provide any license or authorization for any type of use in any case.

The user must not harm, in any case, the rights mentioned above and also use the web site with its elements and contents, for his own private use. Consequently, the user, as declarative but not limiting the user must not use the web site with business or commercial purposes; nor reproduce, copy or disclose elements, information, services or content in any way; nor provide or permit access to third parties to those elements, information, services and content by any type of communication method.

Responsibility regime:

Padel House will be the only responsible of the Commercial Policy to commercialize products and services offered and of content of the web site. It will only be held accountable for damages that the user could suffer as a consequence of the utilization of the web site when that damage can be directed to malicious acts by the club. The user accepts that both the use of the web site and the purchase of products offered on it are made under the user's own risk and responsibility.

Padel House will not be held accountable for any inconvenience which could be created, as declarative but not limiting (i) interference, omissions, interruptions, computer viruses, malfunctions or disconnections with the electric systems or with devices or computers of the users caused by reasons beyond Padel House, which will impede or delay the provision of services or the navigation system; (ii) delays or blocks on the use caused by deficiency or overload of the internet or in other electronic systems; (iii) which could be caused by third parties by illegal intrusions beyond the control of the club and which could not be linked to Padel House; (iv) the discrepancy of the information, documentations and/or content of the web which could differ between the electronic version and the printed version; (v) the impossibility to offer the service or to permit access due to caused not directly linked to Padel House, caused by users, third parties or due to circumstances beyond control.

Padel House cannot guarantee in any way whether the users will make use of the service according to the law, under the General Conditions, under generally accepted customs and public order, nor that they use it in a careful and wise way.

Refund policy:

Padel House will not refund the amount paid for the reserved paid by credit card of any type of service undertaken on the web site. The amount paid will be refunded only if the user cannot enjoy the service caused by the club.

Purchase of products and payment methods

To purchase any product from the shop, the user will have to follow the instructions suggested on the web site, which would suppose the reading and agreement of all the General Conditions and, if it would be the case, of all the Specific Conditions that could rise. The user, by clicking on "on-line reserve" will then navigate on different web pages: *Course Finder*: the user will have the option to choose between the courts and dates available, duration of matches and start time. Before clicking on "Course Finder" the user will have to accept the conditions mentioned. Once the user clicks on the course finder, he/she will be directed to the next web page to the court selection.

Court selection: here the user will have a list of all the available courts according to what was selected previously. It will have all the information regarding the court type and price. The user will have to click on the reserve button to go onto the next page.

Authentication: if the user has not previously logged in, he/she would have to do it at this time.

Payment method selection: user will have to select the type of payment which would be by credit card or by charging the virtual wallet.

Payment finalization: once the user chooses the payment type, he/she will make the payment. Payment by card: through "RedSys" system.

Virtual Wallet: buying a pre charged voucher at the club.

General Fares

The products and/or services provided by the club will be shown on the page together with prices and their characteristics. The prices shown on the page are in NZD and with value added tax include and any other type of tax and they will always be valid, except in case of typing errors.

1. USE OF FACILITIES AND SERVICES

- 1. Club opening hours are fixed by the Company and are subject to change without prior notice.**
- 2. The Company may at any time close the Club's premises or any part thereof, without notice, in order to; execute repairs, alterations, accommodate external events, re-decorations or otherwise, to facilitate Club programmes or on certain holidays.**

3. The Company reserves the right to refuse entry to the Club's premises at its absolute discretion.
4. It is the guest's responsibility to ensure that they are capable of undergoing any activity within the Club. All activities and treatments are pursued at the Member's own risk.
5. Whilst every effort has been made to ensure the accuracy of the class programme, the management reserves the right to cancel or re-schedule classes after publication and at short notice. The programme may be amended during public holidays.
6. Use of Club facilities is at the guest's own risk and under their own medical advice.
7. Sports or casual attire, as determined by the Company, must be worn in the Club – this includes not going topless on the courts or the social areas. Guests are requested to wear at all times appropriate clean footwear on the courts. Footwear must be worn at all times.
8. Pets are not allowed in the Club.
9. Smoking is not permitted anywhere in the Club.
10. No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate expulsion from the Club
11. Guests shall not use the Club's facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk.
12. In the interest of safety, no glass container may be taken into any courtareas, or changing areas.
13. Be considerate of others; loud or abusive language will not be tolerated.

LIABILITY

1. Neither the Club nor the Company will accept liability for any damage or loss to a guest's personal property brought into the Club's premises.
 2. All activities are taken at the guest's own risk.
 3. Neither the Club, the Company nor their servants and agents shall be liable for personal injury sustained by Members or their guests whilst on the Club's premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any servants or agents.
 4. Guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately following the accident or injury.
- 1. Guest's HEALTH AND SAFETY WARRANTY**
1. Guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a member of the team immediately in order that guest notes and their programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
 2. The guest shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other guests.
 3. We recommend that before using the club you familiarise yourself with the fire exits

and emergency routes in case of evacuation. Please note that employees are NOT required to “seek & search” the building. Therefore it is the responsibility of each individual to follow the relevant instructions.

- 1. CCTV**
- 1. Closed circuit cameras operate throughout the Club (except in the changing areas) Any unlawful activity within the Club may be reviewed for possible legal action.**