

## Background

PADEL SHED ("the club")

CLUB RULES AND WHAT YOU NEED TO KNOW

APPROPRIATE RULES ARE DISPLAYED WITHIN THE CLUB

Opening Hours

Monday to Friday: 6.00am to 11.00pm

Weekends: 7:00am to 10:00pm

## Membership Definitions

Adult: Application for everyone over the age of 18 years old, or 16 years old if a parent or guardian will pay the monthly subscriptions and be responsible for under 18's behaviour. At the ages of 16 and 17 a prospective member must have the permission of a parent or guardian to join. The same parent or guardian shall be responsible for ensuring that club rules are adhered to and that their 'Premium' membership fees are paid in line with the terms and conditions of direct debit collection. In addition to this, members aged 16 and 17 must sign a Behavioural Code of Conduct and provide valid ID as proof of age.

Junior: 13-15 years must have at least one parent or guardian as an active adult member. Members under 16 years of age must be supervised at all times whilst in the club, unless they are involved in a children's activity session.

Child: 5-12yrs must have at least one parent or guardian as an active adult member. Members under 16 years of age must be supervised at all times whilst in the club, unless they are involved in a children's activity session.

Infant: 0-4yrs

## Membership Categories

Premium membership: Entitled to full use of club facilities during club opening hours and access to premium membership privileges, including: premium membership court rates and advanced 14-day booking privileges.

Casual membership: Entitled to full use of club facilities during club opening hours. Casual members have a court booking rate and include 7-day advanced booking.

Premium and casual memberships can be set up and edited via the Padel Shed app. Everyone who visits the club and makes use of the facilities must register as either a premium or casual member.

## **Membership Rules**

You are not permitted to bring pets (other than guide dogs) onto the club premises.

You must not consume any food or drink in the club that you have not bought from within the club.

Crockery and glass in any shape or form is not allowed in the club.

Use of photographic equipment is not allowed without approval from the Club Manager.

We reserve the right to use any individual or group photographs or movie shots for press or promotional purposes. Where possible we will ask you to sign a use of image form.

Persons who appear to be under the influence of drink or drugs will be asked to leave the club.

Any person whose behaviour is deemed inappropriate by staff, will be requested to leave the club. Any incidents of this nature should be reported to a member of staff immediately.

All equipment, staff and fellow users must be treated with due care and respect.

Appropriate footwear and clothing must be worn at all times whilst in the club.

Please use the lockers provided for your personal belongings.

All lost property found on the premises should be handed into the club reception. No underwear, hair brushes, shampoos, soaps, deodorants or similar products will be kept in lost property; they will be disposed of immediately. All other items will be kept by the club for 14 days and then donated to local charity.

Members and their guests are particularly advised not to undertake strenuous physical activity for which they may be medically unfit.

All members and guests use the equipment and facilities entirely at their own risk and the club does not accept responsibility for any harm or injury to any member or guest however caused.

Members and guests who have any reservations as to their physical condition are advised to have a medical check-up before embarking on any exercise.

The club reserves the right at any time to, and without notice, to remove facilities for maintenance and refurbishments.

The club reserves the right at any time to, and without notice, to set aside facilities for tournaments, exhibitions or other social activities.

Smoking and e-cigarettes are strictly prohibited in all areas of the club apart from the designated smoking area.

The club reserves the right to refuse any person admission to the club without reason.

## **MEMBERSHIP TERMS**

### **Principle Terms**

This agreement is an agreement between you and us. This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process or during the sign up process over the telephone. Your membership starts immediately but you have 14 full days after sign up to cancel this agreement for any reason. To exercise this right you must inform the club of this by email. If you exercise this right to cancel and, if applicable, we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from sign up to the date cancellation was requested.

## Membership Terms & Conditions

### 1. Joining Fee & Monthly Subscription Fee

- The Joining Fee and the Monthly Recurring Subscription Fee for Premium Membership are due immediately upon registration. These fees are non-refundable, except in the case of breach or negligence on our part.
- You are obligated to make the Monthly Recurring Subscription Payment, regardless of attendance, unless you meet the cancellation terms outlined below.
- If you sign up for an early Premium Membership before the club opens, you will be required to pay a deposit equivalent to one month's membership fee. Monthly payments will begin 30 days after the venue officially opens.
- Court booking fees apply, based on your membership type (Premium or Casual).
- You agree to promptly inform us of any changes to your member details.

### 2. Payment Failure

- If any payment is not received, we will attempt to charge your card up to three more times. After three unsuccessful attempts, your Premium Membership privileges will be suspended until payment is successfully processed.

### 3. Automatic Renewal & Continuation of Monthly Subscription Payments

- After completing the minimum required Monthly Subscription Payments (3 months), your membership will automatically renew each month. The renewal will extend your membership by one month.
- The renewal amount may change only if we provide at least 30 days' notice in writing.
- If your membership includes a free period, payments will pause during that time and resume on the renewal date.

### 4. Cancelling Automatic Renewal

- You can cancel the automatic renewal at any time after completing the minimum term by giving us written notice at least 30 days before your next payment is due. To cancel, please email [membership@padelshedclub.com](mailto:membership@padelshedclub.com). Upon receipt, you will receive an automated confirmation. Please keep this as proof of receipt.

### 5. Minimum Membership Term

- The minimum term for Premium Membership is 3 months. After this period, you can cancel the automatic renewal with a 30-day notice.

## Enforcement and Termination

If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pays a Joining Fee, signs an agreement with us and accepts the balance of any remaining recurring monthly payments.

We will do our best to resolve any disputes over this agreement. If you wish to take court

proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the Membership Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further monthly recurring Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund or no further payments.

### **Cancellation**

**Relocation:** This agreement can be cancelled in the event that your new permanent address is more than 20 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

**Long term (over 3 month) illness or injury:** This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

**Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

**Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

Please note – ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received (via email) to the club's Membership Administration Department: [membership@padelshedclub.com](mailto:membership@padelshedclub.com)

**Breach:** This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

### **Freezing**

**Temporary Illness or Injury:** This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY Freeze will not be affected until the appropriate proof is provided and received (in writing or via email) to the club's Membership Administration Department.

If you choose not to use the club facilities for any reason you may suspend your membership. A monthly fee is charged for each month during the suspension of the membership.

Should a member wish to freeze during their contracted period they may do. The month's frozen for will simply be added to the remainder of their contracted period at the end of the freeze.

Backdated freezes will not be allowed.

Please note – A freeze period does not affect the Minimum No. of Monthly Subscription Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

A Member who has "frozen" his/her membership will not be allowed access to the club to play, however are welcome to attend the premises to watch games and socialise.

### **Equipment**

Other than purchased retail products, Padel Shed property may not be removed from the club, buildings or grounds. Any person who removes, damages or destroys any property of the Club shall be responsible and liable for the replacement or repair of such property at his or her sole expense & shall indemnify the company against any costs or expenses however incurred by the company in repairing or replacing such property. Prosecution will follow in certain cases.

### **Warm-up and Recovery Area**

To promote safe use of this area and equipment please ensure you have read through the guidance posters displayed or the information provided on the equipment.

If you have any health issues or injuries and are unsure as to whether you should use this type of technology, please consult with a doctor or specialist first.

Ask for assistance from the Padel Shed team if you are unsure.

All users need to be over 16 years.

Please ensure the equipment is handled carefully and is wiped down after use. Please wipe down the mats and equipment after use..

Please be aware of other members in the room and be respectful of one another.

Report any damage of equipment or any other issues to a member of the Padel Shed Team as soon as possible.

### **Coaching**

Coaching is controlled by Padel Shed Limited and should be arranged directly with the coaching team. Coaching is undertaken by qualified coaches. No other coaching is permitted unless advanced permission is gained from the Club Manager.

### **Behaviour & Dress**

Please behave appropriately when in or around the club. Do not use foul, loud, or abusive language; do not act in a threatening manner. Padel Shed will not tolerate violent or aggressive behaviour.

Padel Shed may terminate your membership or may refuse you entry into the club, or eject you from the club, if you commit a breach of the club rules, or any other serious misconduct.

All complaints should be communicated to club management, or in writing through the feedback boxes / systems provided in the club, or by post to the Club Manager.

Please dress in suitable clothing whilst in the club. Guidance as to suitable attire may be obtained from the club Manager who may, at his/her discretion, require you to leave club premises or part of the club premises, if you are not dressed appropriately.

We would ask members to observe where possible to wear non-court marking shoes, i.e. black soled shoes, in the Studios.

Towels are available to hire from reception. There is a charge for the hire of a towel and it must be returned to the towel bin provided.

### **Changing Rooms**

For the discretion of all our members and guests, children are not permitted to use the changing rooms of the opposite sex once they have reached their 7th birthday.

If a child is tall for his/her age and is under 7 years, it is at our discretion to prevent access into the changing rooms of the opposite sex.

Families with children 7 years or older are encouraged to use the Family Changing facilities

Please look after your valuables. The club cannot accept liability for loss or damage to any property left in this area whether stored in lockers or otherwise.

Please dispose of all litter in the bins provided. Please report the presence of suspicious individuals in the locker room to a member of staff.

### **Family Changing**

Members or guests without children are required to use the single sex changing rooms.

Any members or guests found to be using these facilities without children will be asked to vacate the changing rooms.

### **Lockers**

Lockers are to be used for legitimate purposes only.

Please report any facility problems and/or injuries to the club staff immediately.

Club staff reserve the right to check lockers to resolve safety/security concerns. We will attempt to contact the member should this occur.

You must remove all of your items from the locker when you leave the facility.

Daily lockers sweeps will take place to ensure belongings are not being left and lockers are not being reserved. If necessary, club staff will remove all contents and hold items within lost property.

### **Liability**

The club's liability for damage or loss to member's property is strictly limited to any damage or loss suffered as a result of negligence of the club, its staff or its agents. Without exception the club will not accept liability for the safety of members & guests or their personal property brought onto the club site, unless such property is handed to the club reception & a signed receipt is given (this doesn't include lost property). The club reserves the right, in its absolute discretion, to refuse to store any such personal property of members or guests. Property stored in lockers provided by the club or its agents are stored at the owner's risk and no liability for loss or damage will be accepted by the club. Cars parked in the club car parks or elsewhere on the premises and all the contents in them are left at the owner's risk and the club will not accept any liability for loss or damage in respect thereof. The Club cannot accept any liability for any accident to any member or guest that may occur on the premises or within the grounds of the club other than liability, which may arise from negligence of the club, its staff or its agents.

Any member or guest who suffers an accident on the club premises or in the club grounds must report the accident, and the circumstances under which it occurred, to the Duty Manager immediately following the accident.

### **Car Parking**

The car park is available for members, visitors and employees of Padel Shed. The car park can only be used by Members, guests, and visitors while they are on Club premises. You may not leave your car in our car parks at any other time.

No unauthorised parking is permitted. Unauthorised parking and or car parked incorrectly may be clamped and a fee may be charged for removal of the clamp.

We cannot accept liability for theft or damage to cars parked in the car park.

### **Fire Exits**

Do not use the fire exit to leave the club unless during an evacuation. Fire exits are alarmed.

**Changes to This Agreement**

We may update or modify these Terms & Conditions at any time. Any changes will be effective upon posting the updated terms on our website or notifying you through other reasonable means. Your continued use of our services after such changes constitutes your acceptance of the revised Terms & Conditions. If you do not agree with the updated terms, you must stop using our services.