

# MVP Padel: Terms & Conditions

“MVP” means MVP Padel Ltd, the padel club or its representatives.

## 1. Court Bookings

- 1.1 Court bookings must be made online via [www.mvppadel.com](http://www.mvppadel.com) or [www.matchi.com](http://www.matchi.com).
- 1.2 Court bookings should be made in the name of a player who will be on the court. Players may be asked to leave the court if the person named on the booking is not present.
- 1.3 Courts are to be used solely for the purpose of playing padel unless otherwise agreed by MVP.
- 1.4 Courts may not be used by customers to generate private income unless otherwise agreed by MVP.
- 1.5 All players play at their own risk at all times.
- 1.6 Customers continuing to play for longer than 15 minutes after their booked slot may be charged the full fee for the next booking slot. Customers persistently playing for longer than their booked slot may be liable to forfeit use of the club.
- 1.7 Customers cancelling more than 24 hours prior to the court booking time will receive a credit equal to 100% of the original booking fee (net of any fees retained by MATCHI), otherwise no credit or refunds will be given.
- 1.8 In the event of adverse weather conditions the customer should contact MVP to see if play is possible. If the court is deemed unplayable a full refund will be applied.
- 1.9 The customer will be responsible for any damage caused to the court, equipment, buildings, fencing or any other MVP or MVP landlord property, either personally or by others with whom the customer is playing.
- 1.10 MVP accepts no responsibility for any personal injury, or damage to, or loss of property sustained by customers, players or any other persons arising as a consequence of booking or using the court. Claims made against or expenses incurred by MVP in respect of any such personal injury, or injury to, or loss/theft of property arising as aforesaid, are required by MVP to be met by the customer.
- 1.11 MVP reserves the right to close any court, club or other facility if, in its opinion, the facility is unfit for use (for example, bad weather).
- 1.12 Any individuals behaving in any way deemed by MVP to be abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the club by any person will be asked to vacate the club.
- 1.13 All persons must vacate the site by closing times. No cars shall be left on site after closing. Changing rooms are to be left in a clean and tidy condition. Litter must be put in the bins provided or taken away.
- 1.14 Customers or players failing to comply with any of these terms and conditions will be liable to forfeit use of any of MVP's clubs.

## 2. Memberships

- 2.1 Padel memberships run for 365 days from the date of purchase.
- 2.2 Payments for memberships are required monthly (with a minimum subscription of 12 months) or annually in advance and once received provide the customer with full membership benefits.
- 2.3 Failure to make payments will result in the suspension of membership benefits.
- 2.4 Membership is applied to the individual customer and cannot be transferred to other individuals.
- 2.5 Membership payments are non-refundable and the membership period cannot be paused or interrupted.
- 2.6 Any member breaching these terms and conditions or seen to be abusing their membership through booking courts on behalf of non-members (reference clause 1.2) may have their membership terminated without refund.

## 3. Group Sessions, Courses, Leagues, Tournaments, Coaching

- 3.1 Sessions must be booked and paid for in advance.
- 3.2 Places are sold on a first-come first-served basis. Priority booking may be offered to all players already registered onto programmes that are frequently oversubscribed.
- 3.3 Once the maximum number of participants is reached, a waiting list might be created and customers will be contacted if places become available.
- 3.4 If a course or session is undersubscribed and cancelled, MVP will suggest alternative arrangements to participants.
- 3.5 All termly courses are paid for upfront for the full term or pro-rata course period. These courses are non-refundable. In exceptional circumstances transfer to a different course may be possible at the discretion of MVP.
- 3.6 A missed session is non-transferable. Missed sessions will not be credited unless there are exceptional circumstances (for example, doctor's note).
- 3.7 MVP aims to run all sessions irrespective of the weather. Play will continue in inclement weather at the coaches discretion. If necessary, coaches will utilise wet weather resources to aid off court learning.
- 3.8 If sessions are cancelled due to exceptional weather or other reasons then customers will receive a credit for that session.
- 3.9 MVP reserves the right to refuse entry to a session or advise a more appropriate session if any participant is found not to be of the correct age/ability, or is unable to complete a session due to being in the incorrect age/ability group.
- 3.10 Replacement participants will not be accepted

- 3.11 All children booked onto junior sessions are fully supervised, but MVP cannot supervise children using the courts at other times.
- 3.12 All children booked onto junior sessions must bring appropriate weather protection on court at the beginning of the session.
- 3.13 Children are not permitted to leave the court without permission from the coach. Permission for children to be released and go home alone must be given in writing. If written permission is not received and contact cannot be made with a parent/guardian, MVP or the coach will keep the child until they are picked up or contact is made.
- 3.14 Only coaches who have a valid coaching agreement with MVP may provide and charge for private coaching sessions.
- 3.15 Private coaching sessions may be arranged (i) through MVP, acting as agents for the self-employed coaches or (ii) directly with the coach.
- 3.16 Coaches take full responsibility for planning, attending and delivering these private sessions.
- 3.17 Unless otherwise agreed with the coach, cancellation policies and other terms for private coaching will be as set out in this clause 3.

#### **4. General**

- 4.1 MVP Privacy Policy sets out the terms in which any personal data collected is processed.
- 4.2 By using MVP facilities customers and players unconditionally consent to photographs and filming being taken of them and/or any person using the facilities within their party, whether pursuant to their booking or otherwise under their control. In particular this consent is on behalf of (but not limited to) children, persons under the age of 18 or those otherwise lacking in legal capacity. For the avoidance of doubt this consent extends to the use of such photographs/images by MVP in appropriate marketing, promotional or other material whether electronic or otherwise.