



TERMS AND CONDITIONS

These Terms and Conditions should be read in conjunction with the Chalke Valley Padel Club Court Rules which apply to all users of the Padel Court at Manor Farm , Bowerchalke.

We collect and use your personal data in accordance with our Privacy Policy. These are available at www.chalkevalleypadelclub.co.uk

Members Benefits

Members of Chalke Valley Padel Club benefit from:

- Priority bookings before the Court is available to non-members
- Members 24+hrs cancellation. Non-members 48+hrs cancellation
- Additional number of active advance bookings (see below)

Court Bookings

- Court bookings must be made in advance through Playtomic
- Members can make bookings 21 days in advance and hold 6 active bookings
- Non-members can make bookings 7 days in advance and hold 2 active bookings.
- The Lead Booker must be over 18yrs and be present at the session.
- Children must be accompanied and supervised at all times by an adult over 18yrs who is fully responsible for them.

All bookings made via Playtomic are subject to Playtomic's own terms and conditions as well as any other terms we may reasonably impose in respect of the Services, from time to time. We are not responsible for booking errors, payment issues or account problems relating to the use of Playtomic and/or the Playtomic app.

Court bookings are subject to availability, and we cannot guarantee that the court will be available at any given time. We reserve the right (acting reasonably) to decline, cancel or modify bookings where reasonably necessary for operational, safety or maintenance reasons.

All bookings are personal and may not be resold or transferred to other players or third parties.

Court Cancellations

Members: Must provide at least 24+ hrs notice prior to your bookings to cancel your booking and you will receive a refund. Cancellations outside of this 24hr period will not entitle you to a refund and the full court fee will be charged. All cancellations are to be processed via Playtomic.

Non-members: Must provide at last 48+ hrs notice prior to your bookings to cancel your booking and you will receive a refund. Cancellations made outside of this 48hr period will not entitle you to a refund and the full court fee will be charged. All cancellations are to be processed via Playtomic.

Wet Weather

If heavy rain or standing water makes a session unplayable, we may offer you a refund or re-schedule of your session. Please note we are unable to offer these if more than 50% of the session has already been played (as reasonably determined by us) or we do not hear from you within 24 hours of your session ending. If rain stops play, please email info@chalkevalleypadelclub.co.uk within 24 hours of your session ending, and include your booking details so we can verify your session.

Registration and cancellation of membership

Members are registered via Playtomic. Your membership:

(a) is for your personal use only and cannot be transferred to or shared with other players or third parties; and

(b) will continue unless and until cancelled in accordance with these terms.

Members are granted special benefits, for example the ability to book courts further in advance. All members benefits are as listed on Playtomic where you purchase a membership.

You can cancel your membership and end this contract:

- You may cancel your membership through Playtomic
- Memberships will be cancelled automatically if payment is not received within 5 days of their due date

We can cancel your membership and end our contract with you:

- We may cancel your membership by giving you at least 7 days' written notice (we shall advise Playtomic of any cancellation).
- We may cancel your membership immediately and end our contract with you and potentially claim any compensation due to us if:
- You materially breach the terms and conditions or our rules
- You do not, within a reasonable time of us asking for it, provide us with information or cooperation required for us to deliver the Services.
- Anyone who repeatedly cancels late/fails to attend or books courts irresponsibly will be required to discuss further bookings with Chalke Valley Padel Club.

Your Legal right to change your mind

For all our memberships, you have 14 days after the date your membership is confirmed, to change your mind, but you lose the right to cancel your membership, where you have used our Services (and you must pay for any Services provided up to the time you cancel). For example, if you book or use a court during these 14 days, you lose this right to cancel, and we have the right to charge you for any of the Services you have used up until this point (as we may determine acting reasonably).

Please note that this right only applies to the purchase of a membership and does not apply to non-member, one-off court bookings, for a specified date or period.

If you change your mind during this period, use the Playtomic App to cancel and we shall refund you for any sums paid for Services you have not received.

Fees

The prices of our Services, including for individual court bookings and membership fees, are set out on Playtomic.

Paying your membership fees

If you purchase a membership via Playtomic, payment will be securely processed via Playtomic. You can choose to pay monthly or annually in advance and you must pay all membership fees on the date they are due. Memberships will be cancelled if payment is not received within 5 days of their due date. They will continue automatically on receipt of the fees due unless cancelled in accordance with these terms and conditions, and/or Playtomic terms and conditions, from time to time. Membership fees already paid are not refundable if you cancel your membership after using the services or after 14 days from purchase.

Increase in membership fees

We reserve the right to change membership fees by giving you no less than 28 days written notice. If you do not accept the new fees, you may cancel your membership. Please note that where we change membership prices, we shall create a new membership product, and you will be required to re-subscribe to the new membership via Playtomic.

Information you give us

You confirm that the information you give when you sign up for a membership is accurate. If any of the information you have provided changes, these must be amended on Playtomic.

Intellectual Property

All content on our website, including branding, logos, graphics, photography and written content, belongs to J H Beckly & Co (trading as the Chalke Valley Padel Club) unless otherwise stated. Content must not be copied, reproduced or distributed without the written consent of Chalke Valley Padel Club.

We are not responsible for delays outside our control

If the supply of the Services is delayed by an event outside our control, such as court maintenance, staff shortages or disruption to bookings systems (including Playtomic) we shall contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we shall not compensate you for the delay, but if there is likely to be substantial delay you can contact us to cancel your membership and receive a refund for any Services you have paid for in advance but not received.

We can change Services and these terms (including increasing your membership fee)

Changes we can always make. We can always change a Service to reflect changes in relevant laws and regulatory requirements and where there is an urgent issue that poses a risk of harm to members and players and to make any minor technical adjustments and improvements, for example to address a security threat. These are changes that do not affect your use of the Service.

Changes we can only make if we give you notice and an option to terminate. We can also make other types of changes to the Services or these terms, but if we do so we'll notify you and you can then contact us to end the contract before the change takes effect and receive a refund for any Services you have paid for in advance but not received.

We can temporarily close the Club and suspend the Services: We may do this to:

- Deal with technical problems or make minor reasonable and necessary changes
- Update the Service to reflect changes in relevant laws and regulatory requirements; or
- Make changes to the Services.

If this happens, we shall contact you in advance to tell you we are temporarily closing the Club, unless the problem is urgent or an emergency. If we temporarily close the Club and suspend the Services for longer than 7 days, we shall adjust the membership fees accordingly, so that you do not pay while the Club is temporarily closed. If we temporarily close the Club or tell you we are going to close the Club, for more than 14 days you can contact us to end your membership, and we shall refund any sums you have paid in advance for Services you shall not receive.

We can permanently close the Club:

We can permanently close the Club. We shall let you know in writing at least 48 hours in advance and we shall refund any sums you have paid in advance for Services which shall not be provided.

We do not compensate you for all losses caused by us or our Services

We are not responsible for losses you suffer caused by us breaking this contract if the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section we are not responsible for delays outside our control.
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

You use our facilities at your own risk, and we shall accept no liability for any accident, illness or injury, whilst at the Club, howsoever caused and we accept no liability for lost, stolen or damaged property, other than liability arising from our negligence or liability that cannot be excluded or limited by law.

Damage to Chalke Valley Padel Club facilities and premises

The person(s) booking the Court must report any damage to our property. Players are fully responsible for any damage on the premises, to themselves or injury to third parties. Any liability for damage to Club facilities or the premises rests with the person(s) who book the Court.

How we use your personal data

We use your personal data as set out in our Privacy Policy.

We can transfer our contract with you, so that a different organisation is responsible for supplying your Service.

We shall tell you in writing if this happens and we shall ensure that the transfer will not affect your rights under the contract.

Nobody else has any rights under this contract

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later

We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not prevent us from doing it at a later date.

Complaints

These terms are governed by English law. If you have a complaint, you must tell us (contact details in the paragraph below). If you are not satisfied by our response, you have several options including alternative dispute resolution and going to court. Advice about your legal rights as a consumer (which are not affected by anything in these terms and conditions) is available from your local Citizens Advice Bureau.

Further information and contact details:

Chalke Valley Padel Club is a trading name of J H Beckly & Co, a limited partnership, of Manor Farm, Quidham Street, Bowerchalke, Salisbury, Wiltshire SP5 5BU. The partners are David Floyd, Caroline Floyd, Suzanna Glynn and Claire Greenaway.

Our Contact details are:

Caroline Floyd (e/mail: info@chalkevalleypadelclub.co.uk) Tel: 01722 780639/07887661456

Website: www.chalkevalleypadelclub.co.uk