

Terms and Conditions

Welcome to Acorn Padel!

These Terms and Conditions apply to your access to and use of our website and booking platforms/app, encompassing any content, features, and services provided through our website (collectively referred to as the "Website"). By utilizing our Website and App Platform, you agree to adhere to these terms.

Intellectual Property Rights

All content displayed on our website, such as text, graphics, logos, images, videos, code, and additional forms of intellectual property, is owned or licensed to Acorn Padel Club. The use of any intellectual property from our website necessitates prior written permission from us. Some functionalities on our website require users to create an account. It is your responsibility to maintain the secrecy of your account details and to manage all activities that occur through your account. We strongly advise you to choose a strong password and to inform us immediately if you suspect any unauthorized access to your account.

Acceptable Use Policy

Please ensure that your use of our website adheres to the following guidelines:

- Comply with all applicable laws and regulations.
- Avoid transmitting any content or code that could be considered harmful or malicious.
- Refrain from impersonating any individual or entity. • Do not engage in spamming, advertising, or any form of unsolicited communications.
- Ensure not to disrupt the website's functionality or attempt to access it unauthorized.

- Ensure that you communicate with Acorn Padel and other users in a respectful manner and do not engage in aggressive or malicious behaviour.

How we use your Information and why

We employ the information gathered in several capacities, such as:

- Delivering, operating, and maintaining our website
- Enhancing, personalizing, and expanding our website
- Analyzing your usage patterns on our website
- Creating new products, services, features, and functionality
- Engaging with you for customer service, providing updates, and sharing information related to the website, alongside marketing and promotional efforts
- Dispatching emails to you
- Detecting and preventing fraudulent activities

Cookies and Tracking Technologies

We employ cookies and comparable tracking technologies to monitor activity on our website and store specific data. You have the option to configure your browser to reject all cookies or to alert you when a cookie is being sent. Please note that if you choose not to accept cookies, some sections of our service may not be fully accessible. Please refer to our Cookies Policy for further details.

Bookings:

- Reservations for Padel courts or related services should be made through our designated booking partner
- To make a reservation, please use the links available on our website/ app that direct to the booking platform.
- Reservations are dependent on availability and are governed by the

specific terms and conditions of the platform.

- Customers are required to provide complete and accurate information during the reservation process, including the preferred date, time, and duration of the session together with contact details.

Payments:

- All payments related to bookings are conducted securely via the booking platform.
- For information on acceptable payment methods, please consult the booking platform's website.
- Payments must be made at the time of booking unless a different arrangement is approved and agreed upon by the Provider. All fees and charges are non-refundable unless explicitly indicated otherwise.

Cancellations and Refunds:

The policies concerning cancellations and refunds for reservations made through the booking platform are dictated by the platform's terms. For details on their cancellation and refund policies, please visit their website.

Disclaimer of Warranties

Our website is provided on an "as is" basis, devoid of any warranties, express or implied. We do not assure the accuracy, reliability, or completeness of the information available on our website. We will not be held responsible for any losses or damages that result from your reliance on the information provided through our website.

Limitation of Liability

To the maximum extent allowed by law, we will not be responsible for any indirect, consequential, or special damages that may result from your use of our website or from these terms and conditions.

Indemnification

You agree to indemnify and defend us against any claims, damages, or losses incurred as a result of your use of our Website or your breach of these Terms and Conditions.

Changes to Terms and Conditions

We reserve the right to alter these Terms and Conditions at any time. By continuing to use our website, you are agreeing to accept any changes made to these terms.

Security

We implement appropriate safeguards to protect the information you provide against loss, theft, misuse, as well as unauthorized access, disclosure, alteration, and destruction.

Governing Law

These Terms and Conditions are governed by and interpreted in accordance with the laws of Ireland.

Facility Usage

- Customers must comply with the designated time slots allocated for their bookings.
- Customers are expected to bring their own padel equipment, including racquets and balls. Rental equipment may be available from the Provider, subject to availability and additional charges.
- Customers must adhere to all safety instructions and guidelines provided by the Provider and conduct themselves in a respectful and sportsmanlike manner.
- The Provider reserves the right to refuse service, terminate bookings, or deny access to the Facility to any customer who breaches this Agreement, engages in unsafe behavior, or poses a risk to the safety of others or the Facility.

Dispute Resolution

Disputes arising from these Terms and Conditions will be resolved through the following steps:

1. Negotiation: Initially, the parties will attempt to resolve any disputes amicably by negotiating in good faith.
2. Mediation: If negotiation is unsuccessful, the parties will proceed to mediation under the Mediation Act 2017.

Hyper Links

We, as a company, have not conducted a comprehensive review of all the websites linked to our own website and thus cannot assume responsibility for the content of any linked site. The presence of a link does not indicate our endorsement of the site. Users engage with any linked website at their own discretion and risk.

Contact Information

Should you have any inquiries concerning these Terms and Conditions or otherwise, please do not hesitate to contact us at info@acornpadel.com

Thank you for choosing to play at Acorn Padel Club!

Padel Terms of Play

1. Acceptance of Terms

By booking, accessing, or participating in any padel activity at Acorn Padel Club, all players and guests agree to comply with these Terms of Play and our General Terms and Conditions, and any instructions provided by staff.

2. Eligibility to Play

2.1 Players participate at their own risk.

2.2 Players under the age of 18 must have the consent of a parent or legal guardian and be supervised if under 16 years of age.

2.3 The Club reserves the right to refuse access to any person whose behaviour is considered unsafe, disruptive, abusive, or otherwise unsuitable.

3. Health and Fitness

3.1 Players are responsible for ensuring they are physically fit and medically able to participate in padel activities.

3.2 Players should not participate if they are suffering from any illness, injury, or condition that may affect their ability to play safely.

3.3 Acorn Padel Club accepts no responsibility for injuries arising from a player's failure to assess their own fitness or medical condition.

4. Court Conduct

4.1 Players must conduct themselves in a respectful and sportsmanlike manner at all times.

4.2 Abusive, threatening, discriminatory, or offensive behaviour towards staff, coaches, officials, or other players is strictly prohibited.

4.3 Players must comply with all safety notices, court rules, and directions issued by Acorn Padel Club personnel.

4.4 Acorn Padel Club reserves the right to remove any player from the premises without refund where behaviour is deemed inappropriate or unsafe.

5. Equipment and Attire

5.1 Appropriate sports clothing and non-marking court shoes must be worn while using the courts.

5.2 Players are responsible for ensuring that all personal equipment is safe and suitable for play.

5.3 Acorn Padel Club may prohibit the use of equipment that it considers unsafe or likely to damage Club facilities.

6. Court Bookings and Use

6.1 Players must vacate the court promptly at the end of their booked session. 6.2 Court bookings are non-transferable unless otherwise approved by Acorn Padel Club.

6.3 Acorn Padel Club reserves the right to cancel, amend, or reallocate court bookings due to maintenance requirements, tournaments, coaching programmes, adverse weather conditions, or circumstances beyond its reasonable control.

7. Safety Requirements

7.1 Players must exercise reasonable care to avoid injury to themselves and others.

7.2 Players should remain aware of surrounding players, glass walls, fencing, gates, and court fixtures.

7.3 Any accident, injury, defect, or unsafe condition must be reported to a staff member of Acorn Padel Club immediately.

7.4 Players must not enter a court while another match or session is in progress without permission.

8. Coaching and Instruction

8.1 Only coaches authorised by Acorn Padel Club may provide paid coaching services on Club premises.

8.2 Acorn Padel Club reserves the right to restrict or prohibit unauthorised coaching activities.

9. Personal Property

9.1 Players are responsible for their own personal belongings.

9.2 Acorn Padel Club shall not be liable for the loss, theft, or damage of personal property brought onto Club premises.

10. Liability

10.1 Participation in padel involves inherent risks, including the risk of personal injury.

10.2 To the fullest extent permitted by law, Acorn Padel Club shall not be liable for any injury, loss, damage, cost, or expense suffered by a player arising from participation in padel

activities, except where caused by Acorn Padel Club's negligence or where liability cannot be excluded by law.

10.3 Players are responsible for any damage caused to Acorn Padel Club property through wilful misconduct, negligence, or misuse.

11. Photography and Recording

11.1 Acorn Padel Club may take photographs or video recordings for promotional, training, or operational purposes.

11.2 Any player who does not wish to appear in such materials should notify Acorn Padel Club in writing.

12. Amendments

Acorn Padel Club reserves the right to amend these Terms of Play at any time. Updated terms will be made available through Acorn Padel Club's website or at our premises and shall take effect upon publication.