General Terms and Conditions Padel Mate Academy B.V.

This is an English translation. In case of any difference, the Dutch version prevails.

Article 1 – General provisions

1. These general terms and conditions apply to all offers, registrations, agreements and services of Padel Mate Academy B.V.
2. The Customer receives these terms and conditions before or at registration. By registering, booking or purchasing, the Customer accepts these terms and conditions. The most recent version is available on the website and on the Academy Platform.
3. Additional or different terms may apply to a specific Package. These apply in addition to these general terms and conditions. In case of conflict, the terms of the Package prevail, unless otherwise agreed in writing.
4. If a provision is wholly or partly invalid or void, the other provisions remain in force. The Academy will replace the provision with one that comes as close as possible to its original intent.

Article 2 – Definitions

In these general terms and conditions:

- **Academy:** Padel Mate Academy B.V.
- **Participant:** the individual who takes part in a lesson, lesson series, training, programme, event or other service of the Academy.
- **Customer:** the person who enters into the agreement with the Academy and is responsible for payment. For a minor Participant, this is the parent or legal guardian. For a Group, this is the contact person who books on behalf of the Group, unless agreed otherwise.
- **Group:** a fixed group of Participants put together by the Customer, who take a Package together, with the Customer acting as contact person.
- **Package:** the Academy offering purchased by the Customer, such as a single lesson, lesson series, youth programme, training or event.
- **Lesson Series:** a predetermined number of lessons at predetermined times.
- **Academy Platform:** the digital platform the Academy uses for registration, scheduling, communication and payment, among other things.

- **Agreement:** the agreement between the Academy and the Customer regarding the relevant Package.

Article 3 – Offer, prices and registration

1. The Academy offers various forms of padel training, such as single lessons, lesson series, youth programmes, trainings and events. Content, duration, frequency, location, group size and price differ per Package and are stated with the relevant Package.
2. The price of a Package is the price shown or communicated to the Customer at the time of registration. Prices for consumers include VAT. For offers to companies or organisations, it is stated whether a price includes or excludes VAT.
3. A price or offer applies only to the relevant Package. It gives no right to the same price for a later Package, season or calendar year.
4. The Academy may change its prices. A price change applies only to new Packages and does not affect the price of a current Package.
5. If a youth programme renews automatically (see Article 9) and the price for the next term changes, the Academy will inform the Customer no later than six weeks before the end of the current term. The Customer may then cancel free of charge, no later than one month before the end of the current term.
6. Promotions, discounts and temporary offers apply only under the conditions stated with them.
7. The agreement is concluded once the Customer registers for or books a Package and the Academy has confirmed the registration. Payment is governed by Article 5.
8. The Academy may refuse a registration or participation if there are reasonable grounds to do so.
9. The Academy is not bound by an obvious error or mistake in a price, schedule or description.

Article 4 – No right of withdrawal

1. All Academy Packages take place on dates or within a period set in advance, whether or not in consultation with the Customer. These are leisure services with a specific date or period of performance. Under Article 6:230p of the Dutch Civil Code, the Customer therefore has no right of withdrawal.
2. After registration, a Package cannot be cancelled and no refund is given. Only in the cases expressly stated in these terms (Articles 6.4, 7.3 and 15.4) may the Academy grant a credit.

Article 5 – Payment

1. The Customer pays using the payment method and within the payment term stated with the Package.
2. Unless stated otherwise, payment must be made in advance. Only then is the registration final.
3. If payment has not been made, has not been made in full or has not been made on time, the Participant has no right to participate. The Academy may then suspend participation or cancel the registration.
4. If the Participant has already attended lessons without full payment, the amount due remains payable in full.
5. If the payment term has passed without full payment, the Academy will send the Customer a payment reminder. If payment is still not made after that reminder, the Academy may charge statutory interest and the statutory extrajudicial collection costs.

Article 6 – Lesson series, absence and replacement player

1. A lesson series consists of the number of lessons and the fixed times stated with the Package. The schedule is set in advance so the Academy can arrange court hire, trainers and group composition.
2. After registration, the Customer cannot change, reschedule or cancel a lesson series.
3. Lessons that a Participant or Group does not attend give no right to a refund, discount, make-up lesson or extension of the Package. This applies regardless of the reason, such as illness, injury, holiday, work or personal circumstances. For a Group, this also applies if the lesson does not take place because one or more Participants are unavailable. The only exception to this rule is paragraph 4.
4. If a Participant cannot take part for more than three consecutive weeks due to injury or illness, and this is confirmed by a statement from a doctor or physiotherapist, the Academy may, as a goodwill gesture, convert the remaining lessons from the date of notification into a credit. The following applies:
    - this goodwill gesture is not a right; the Academy decides case by case;
    - the credit applies only to lessons after the notification, not retroactively;
    - the credit is valid for one year from the date it is granted and then expires without compensation;
    - the credit can only be used for Academy Packages;
    - the credit is never paid out and gives no right to a refund;
    - the credit is personal and cannot be transferred to another Participant;

- for a Group, the credit applies only to the part of the Package relating to the Participant concerned.

5. The Customer is asked to report absence via the Academy Platform as early as possible. This allows the trainer to take the group composition into account and, if possible, have a replacement player join. Reporting absence does not change the payment obligation.
6. If a Participant or a Group member is unavailable, the Participant or the Group may find a replacement player themselves, for example through the Academy's community WhatsApp groups or their own network.
7. The replacement player must report to the Academy or the trainer in advance and must suit the level and nature of the lesson. The Academy may refuse a replacement player if it considers them unsuitable for the group.
8. During the lesson, the same rules on health, conduct, safety and liability apply to the replacement player as to the Participant (Articles 11 and 14). The Customer ensures that the replacement player is aware of this.
9. Any (financial) arrangements between the Participant and the replacement player are their own responsibility. The Academy is not a party to them.
10. For youth lessons, replacement is only possible after consultation with the Academy. If the replacement player is a minor, the consent of their parent or guardian is also required.

Article 7 – Changes and cancellation by the Academy

1. The Academy aims to have each group coached by the same trainer throughout a lesson series.
2. If the regular trainer is unavailable due to illness or other circumstances, the Academy will provide another qualified Academy trainer who works according to the same training method. The lesson then goes ahead as planned. A change of trainer gives no right to a refund, discount or termination of the Package.
3. If necessary for quality, scheduling or organisation, the Academy may change a group, lesson time or location. The Academy will inform the Customer as early as possible. If the change materially affects participation, the Academy and the Customer will look for a suitable solution together. If this is not possible, the Academy will convert the remaining lessons into a credit, under the conditions of Article 6.4.
4. If no replacement trainer is available and a lesson cannot go ahead as a result, the lesson will be made up. The Academy offers the group one or more make-up times, and the group chooses one of them. The make-up time is set per group, not per Participant. If a Participant cannot attend the make-up lesson, this gives no right to a refund, credit or additional make-up lesson.

Article 8 – Level and group placement

1. The Academy places Participants in a group that matches their level, experience and learning goals as closely as possible. The Academy determines the placement, taking into account level, group dynamics, age where relevant, and available capacity.
2. Based on its professional judgement, the Academy may advise moving a Participant to another group or level. For youth Participants, this is done when it better suits the child's development. Any change is always discussed with the Customer in advance.
3. For a Group, the Customer determines its composition. If levels within the Group differ so much that this affects the quality or safety of the lesson, the Academy may advise the Customer on this.
4. A change of group or level does not in itself give a right to a refund. If no suitable group is available, Article 7.3 applies.

Article 9 – Youth programmes

1. For a minor Participant, the agreement is entered into by the parent or legal guardian. As Customer, they are responsible for payment and for providing correct and complete information about the child, including relevant medical information (see Article 11).
2. A youth programme consists of one or more fixed periods (terms). Duration, content and price are stated with the relevant Package.
3. Mandatory items, such as an administration fee or an Academy shirt, are stated in advance at registration. They are not refunded.
4. A registration for a youth programme always applies to a full term. The dates of each term are set in advance. At the end of a term, the registration automatically renews for the next term, unless the Customer cancels no later than one month before the end of the current term. Cancellation is only possible by email to the Academy. Cancellation during a current term is not possible.
5. The Academy is responsible for the Participant during the lesson. Before and after the lesson, the parent or guardian is responsible. They ensure that the child is dropped off and picked up on time, and they remain reachable during the lesson.

Article 10 – Trial lessons and single lessons

1. A trial lesson is subject to the price and content communicated for it. If the trial lesson is part of a promotion or intake procedure, additional conditions may apply.
2. A trial lesson or single lesson gives no right to a place in a regular lesson series. A separate registration is required for that.

3. A single lesson is scheduled on a fixed date and time in consultation with the Customer. After that, Articles 4 and 6 apply: the lesson cannot be cancelled or rescheduled and no refund is given.

Article 11 – Health, conduct and safety

1. Participation is at the Participant's own responsibility. The Participant assesses whether they are physically and medically able to take part. If in doubt, they seek medical advice in advance.
2. Before the lesson starts, the Participant informs the trainer of any relevant injuries, physical limitations or medication that may affect participation. For a minor Participant, the parent or guardian does this.
3. For safety reasons, the trainer may adjust an exercise or limit participation in part of the lesson.
4. The Participant follows reasonable instructions from trainers and staff regarding safety, use of the facilities and the course of the lesson. The Participant also complies with the house rules and code of conduct of the venue.
5. The Participant wears suitable sportswear and appropriate shoes for indoor padel.
6. The Participant behaves respectfully towards trainers, other Participants and staff. Behaviour that seriously disrupts safety, enjoyment or the atmosphere in the group is not permitted.
7. In case of serious or repeated unacceptable behaviour, the Academy may end participation in a lesson or programme, without a refund or credit. For a minor Participant, the Academy will, where appropriate, first contact the parent or guardian.
8. The Participant handles materials and facilities with care and uses them only for their intended purpose. Damage caused intentionally or through demonstrably careless behaviour may be recovered from the Participant.

Article 12 – Photo and video

1. The Academy may take photos and videos during lessons and activities.
2. The Academy may use this footage for its own communication, marketing and promotion, such as its website and social media. If a Participant, or for a minor the parent or guardian, does not want the Participant to appear recognisably, they can let the Academy know by email at any time. The Academy records this and from then on will not use recognisable images of that Participant in new publications.
3. Video recordings for training purposes, such as technique analysis, are shared only with the Participant or Group concerned and internally with the Academy's technical team, to improve the quality of the lessons. These recordings are not made public.

4. An objection to the use of images does not affect the right to participate.

Article 13 – Privacy

1. The Academy processes personal data only to the extent necessary for performing the agreement, organising the Academy and other purposes for which there is a legal basis. The Academy handles this data with care and protects it appropriately.
2. The Academy uses the Academy Platform for registration, scheduling, communication and payment. Additional privacy terms may apply to processing by external service providers.
3. Joining the Academy's community WhatsApp groups is voluntary. Other members of those groups can see the Participant's name and phone number.
4. More information about the processing of personal data can be found in the Academy's privacy policy, which is available before a Package is purchased.

Article 14 – Liability

1. The Academy performs its services with the care that may be expected of a professional provider of padel training.
2. Padel involves risks. Participation is at the Participant's own responsibility (see Article 11).
3. The Academy is not liable for damage that cannot be attributed to it. This also applies to damage caused because a Participant provided incorrect or incomplete information, or did not follow the trainer's instructions.
4. The Academy is not liable for loss, theft or damage of personal belongings at or around the venue.
5. If the Academy is nevertheless liable, its liability is limited to the amount paid out by its liability insurance in that case. If the insurance does not pay out, liability is limited to the price of the relevant Package or product.
6. The limitations in this article do not apply in case of intent or deliberate recklessness on the part of the Academy, or to the extent the law does not permit a limitation.

Article 15 – Force majeure

1. The Academy is not liable if it cannot fulfil an obligation, or cannot fulfil it on time, due to circumstances beyond its reasonable control.
2. Force majeure includes, among other things: illness or unavailability of trainers where no replacement is possible, failures or restrictions of the facilities, government measures, failures of energy supply or digital systems, natural disasters, fire and

serious transport problems.

3. In case of force majeure, a lesson will be made up where possible in accordance with Article 7.4.
4. If lessons cannot take place for more than one month due to force majeure, for example because of a government measure, the Academy will convert the remaining lessons into a credit, under the conditions of Article 6.4.

Article 16 – Complaints

1. If a Customer is not satisfied, we ask them to report this to the Academy by email as soon as possible, with a clear description of the complaint.
2. The Academy will respond substantively within 7 days and, where reasonably possible, look for a solution together with the Customer.
3. A complaint does not release the Customer from their payment obligation, unless agreed otherwise in writing.

Article 17 – Amendment of the terms, applicable law and disputes

1. The Academy may amend these terms. An amended version applies to new registrations. For a youth programme that renews automatically, the new version applies from the next term, provided the Customer has been informed of the change before the cancellation deadline.
2. All agreements with the Academy are governed by Dutch law. In case of translations of these terms, the Dutch version prevails.
3. In case of a dispute, the parties will first try to reach a solution together. If this fails, the dispute will be submitted to the competent court in accordance with the statutory rules.

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