

# CONDITIONS OF ON-LINE CONTRACTING FOR THE RENTAL OF PADDLE TENNIS COURTS

## **Responsible for the Web/App**

For the purposes of these online contracting conditions, the entity responsible for and managing the DiR app/web, as well as the entity in charge of managing and coordinating DiR Clubs is Gestora Clubs DiR, S.L., with registered address at Carrer Indústria, 90-92, 08025 Barcelona, CIF B-62849146, registered in the Barcelona Business Register, volume 34.506, folio 184, page B-248.890. With the following contacts: telephone 93 450 48 18, fax 93 450 09 36, and also accessible from the URL addresses [www.dir.cat](http://www.dir.cat), [www.dir.es](http://www.dir.es) and [www.dirfitness.es](http://www.dirfitness.es).

Hereinafter, DiR.

## **Acceptance and availability**

The present contracting conditions (hereinafter, "Contracting Conditions") regulate the on-line contracting for the rental of paddle tennis courts through the website <https://padel.dir.cat/#2> or the Padel DiR app by the users of the same and which entitles the purchaser to use the court on the contracted day and time and for the number of players corresponding to the capacity of the chosen court (hereinafter also referred to as "Paddle Tennis Court Rental").

The acceptance of these Terms and Conditions, as well as the acceptance of the applicable Rules of Use, by the User is an indispensable and mandatory precondition for the User to be able to hire on-line the Paddle Court Rental. By accepting this contract, the User declares, under his/her own responsibility, that he/she is of legal age and has full capacity to contract.

DiR reserves the right to unilaterally modify, at any time, the total or partial content of the Contracting Conditions, the presentation and configuration of the website/app, modify schedules, the amount of prices and/or rates, as well as to suspend access temporarily or definitively, which, if applicable, will be communicated to the User by the means it deems appropriate. These modifications will be applicable as soon as they are incorporated to the web/app. Users of the web/app are recommended to read and review each time they hire the Paddle Court Rental.

The applicable Contracting Conditions are those published at any given time on the web/app, which the User may, at any time, access freely and without charge and store, print and/or reproduce them from his/her computer, easily, permanently and directly.

It should be noted that, as a special feature of on-line contracting for Padel Court Rentals, and which may represent an exception to the provisions of the General Conditions of Registration at DiR Clubs, the following shall apply.

- In order to hire on-line the Paddle Court Rental you must register as a User on the web/app.
- Only Users of legal age can hire on-line.
- The on-line Paddle Tennis Court Rental gives the right to use the hired court for a period of one hour and fifteen minutes (1h15'), for the day and time contracted, and for the number of players that the court has capacity (2 or 4).
- The players that make use of the rented Paddle Court (hereinafter referred to jointly as "Players") must accept and respect the Rules of use of the Paddle Courts in force at all times and the conditions set forth in these Terms and Conditions, accepting that failure to comply with them may result in their expulsion. The user will be responsible for passing on this information to the rest of the Players.
- The Paddle Court Rental is personal and can not be transferred to another.
- The right of admission is reserved, and is conditioned to the fact that the Players assume and commit themselves to respect the Rules of Use of the Paddle Courts, the particularities that are explained here, and the indications of the Staff of the enclosure, as well as any condition required for security reasons.
- Access to the Padel Courts is not permitted with more than six (6) padel balls or training carts.
- The User and/or Players may not rent the Padel Courts to give personal padel training sessions to other Players. This is a service that can be hired at DiR.
- DiR may deny access or expel from the premises to Players who do not comply with the instructions given by the center's staff and/or the Terms and Conditions and/or the Padel Court Use Regulations, as well as in the event that it can be rationally presumed that a situation of risk or danger will be created for the rest of the Players or other attendees, Players shall be held personally liable, with indemnity for DiR in the event that their own actions or omissions cause injury, damage and/or harm to persons and/or property.
- Access to DiR Padel implies that the Players declare and assume, under their sole responsibility, that their physical and health conditions are suitable for physical and/or sporting activities.
- Paddle Tennis Court rental times and prices are those published on the website/app at all times. The price is always indicated with V.A.T. included.
- The User will be able to choose between the different forms of payment for the Paddle Court Rental available at any given time. Options: If the option of payment by credit or debit card is chosen, it will be charged in real time using the payment gateway enabled and which is managed by the bank contracted for these purposes. Other forms of payment will not be accepted in the on-line purchase. At the time of payment will be issued through the web/app the receipt for the payment. For security reasons we will not store the data of these payments, leaving the entire payment process to the bank. If the payment method chosen is charged to the available balance, the price will be discounted from the User's balance as long as it is equal or higher than the price to be paid for the Rental. If enabled, the User may also leave the payment in the "Pending" status, and pay it at the time of visiting the DiR Padel (cash payment will not be accepted).
- Any other express provision in this web/app that is applicable to the on-line contracting of Paddle Court Rentals.

### **Who can contract the Paddle Tennis Court Rental On-Line?**

The On-Line Paddle Tennis Court Rental contracting is intended for end consumers residing in Spanish territory for the own consumption of the User of the web/app or of the persons on behalf of whom the User must be legally authorized to act, as established in the Royal Legislative Decree 1/2007, of November 16, by which the revised text of the General Law for the defense of consumers and users and other complementary laws is approved. Thus, the contracting for non-end consumers is excluded.

The resale or transfer of the services contracted through the web/app is totally prohibited.

Likewise, the position occupied by the User in the electronic Padel Court Rental contract may not be assigned or transferred, either totally or partially, to a third party without DiR's prior consent, without prejudice to the right of access to the court by the Players.

### **How to hire Paddle Tennis Court Rental On-Line?**

On the web/app you can hire Paddle Tennis Court Rentals On-Line 24 hours a day, 7 days a week, 365 days a year.

In order to be able to hire a Paddle Tennis Court on-line, you must be a registered user in the web/app.

Once you access the web/app by logging in with your User, you must click on the "RESERVATIONS" section of the main menu, and select the day, time and desired court, according to the availability that will be displayed at all times. Once selected, a summary of the reservation information will be displayed, you must accept these Terms and Conditions and confirm the Reservation. To finalize the process you must choose the form of payment from among those enabled.

Players who are Clients of any sports center belonging to the DiR Group ("DiR Client") at the time of on-line contracting may only access the court upon identification.

Personal data requested in the registration form, as well as any other data requested during the online and in-person contracting process at DiR Padel in accordance with the previous paragraph, will be subject to personal data protection regulations, in accordance with what is indicated in the web/app's Privacy Policy.

The language used to register online as a DiR website User and/or to hire Paddle Tennis Courts online may be either Catalan or Spanish.

### **How is the on-line Paddle Court Rental contract confirmed?**

DiR will confirm the Padel Court Rental to the User by sending an acknowledgement of receipt by e-mail to the address indicated by the User within twenty-four (24) hours following the on-line purchase, confirming the reservation of the Padel Court that entitles the User to use it on the day and at the time selected. With this confirmation it will be understood that the online purchase contract for the Paddle Tennis Court Rental is perfected in accordance with the provisions of article 1.262 of the Civil Code, and it is presumed that the User has the due record of the perfection of the contract since the acknowledgement of receipt has been stored on the server where his e-mail account is registered, as established by the Law of electronic commerce.

### **Cancellations**

The User may cancel the Paddle Tennis Court Rental on-line up to 12 hours before the contracted date and time and in accordance with the provisions of the applicable Rules of Use. In these cases, the amount paid will be credited to the client's account, which will remain as an available balance to be used for future Paddle Tennis Court Rentals. In no case will the price paid be refunded in cash or by the same means that was paid, except in cases where it is legally indicated otherwise. You can check the available balance by accessing the web/app with your registered User. The available balance will be valid for 1 year, counting from its entry; after this period it will be lost, with no right to a refund.

### **Right of Withdrawal**

If, once the User has received the confirmation of the contract, the User wishes to withdraw from the contract, he/she has the right to do so without the need for justification, within a period of up to 14 calendar days following receipt of the aforementioned confirmation, provided that during this period he/she has not accessed the facilities to make use of the contracted service.

The User who wishes to exercise his right to withdraw from the contract in accordance with the above, must notify us by means of an unequivocal statement. This can be done by sending a written letter to this effect under the title "Cancellation of the On-Line Paddle Tennis Court Rental Contract" to DiR Group Customer Service by e-mail to info@dir.cat or by ordinary mail to the following address: GESTORA CLUBS DIR, S.L., c/ de la Industria, 90-92, entlo. 6ª, 08025 Barcelona, indicating the identifying data of the contract and the contracting parties. You can also use the withdrawal form at the end of these conditions, although its use is not mandatory.

### **Propiedad Intelectual e Industrial**

All contents, trademarks, logos, names and any other element of intellectual and industrial property that appear on the website/app are protected by intellectual and industrial property rights that are expressly reserved by DiR or, if applicable, by the persons or entities listed as authors or holders of the rights. In consideration of the above, without the prior written consent of the owner, the exploitation, reproduction, alteration, distribution or public communication by any means of the aforementioned contents, trademarks, logos, names and any other element of intellectual and industrial property contained in the website/app for uses other than legitimate information or contracting by the User of the services offered is prohibited. The violation of the above rights will be defended in accordance with the applicable legislation.

### **Applicable Law and Competent Jurisdiction**

These Terms and Conditions shall be interpreted, governed and applied in accordance with the provisions of these Terms and Conditions and applicable Spanish law. In general, they are subject to the provisions of Law 7/1998, of April 13, 1998, on general contracting conditions; Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the General Law for the defense of consumers and users; Royal Decree 1906/1999, of December 17, 1999, which regulates telephone or electronic contracting with general conditions; Organic Law 15/1999, of December 13, 1999, on the protection of personal data; Law 7/1996, of January 15, 1996, on the regulation of retail trade; Law 34/2002, of July 11, 2002, on information society services and electronic commerce, and any other applicable legislation.

For any litigious question derived from the existence, access, use or content of the Contracting Conditions, the applicable jurisdiction will be that of the User's domicile in consideration of his condition of consumer.