

General Conditions

Version dated 01-09-2023 · Ibiza Padel Academy S.L. · www.ibizapadelacademy.com

GENERAL

Definitions

- a. Ibiza Padel Academy: the Sociedad Limitada (SL) and the party from which the business customer or consumer (Guest) obtains a service or product, and therefore also the user of these general terms and conditions.
- b. Guest: a business customer or consumer who obtains services and/or products from Ibiza Padel Academy.
- c. Data: personal and/or confidential information provided and/or obtained.
- d. General Terms and Conditions: these General Terms and Conditions within the meaning of Article 6:231 of the Civil Code.

1. Applicability

- a. These General Terms and Conditions apply to every legal relationship between the Guest and Ibiza Padel Academy.
- b. By making a reservation for a (fixed) padel court, purchasing an individual lesson, (corporate) clinic, or a series of lessons, participating in an event, padel trip, or competition through Ibiza Padel Academy, and/or using the (hospitality) facilities of Ibiza Padel Academy, the Guest declares agreement with these General Terms and Conditions.
- c. Deviations from these General Terms and Conditions are only binding if Ibiza Padel Academy has agreed to them in writing.
- d. Ibiza Padel Academy may amend these General Terms and Conditions from time to time. The latest version is always the applicable version and is readily available on the Ibiza Padel Academy website (www.ibizapadelacademy.com). Upon request, a copy of the General Terms and Conditions will be provided.
- e. If a provision or part of a provision in these General Terms and Conditions is void or declared invalid, the remaining provisions of these General Terms and Conditions shall remain in full force.

2. Formation of Agreement

- a. An agreement between Ibiza Padel Academy and the Guest is established through mutual consent demonstrated by the reservation and/or payment made by the Guest.

- b.** Obligations arise for Ibiza Padel Academy under an agreement after the Guest has fulfilled all of their obligations, including payment.
- c.** An agreement between Ibiza Padel Academy and the Guest may consist of:
 - (i) Reserving a padel court;
 - (ii) Booking individual lessons, (corporate) clinics, or a series of lessons;
 - (iii) Participating in a padel activity, event, or competition at Ibiza Padel Academy;
 - (iv) Using the (hospitality) facilities of Ibiza Padel Academy;
 - (v) Booking and/or participating in a padel trip to Ibiza organized by Ibiza Padel Academy.
- d.** The Guest is obliged to adhere to the currently applicable House Rules of Ibiza Padel Academy at all times and follow all reasonable oral and written instructions given by Ibiza Padel Academy. The House Rules can be found on the website of Ibiza Padel Academy (www.ibizapadelacademy.com).
- e.** Any use of the name and logo of Ibiza Padel Academy without the explicit prior written consent of Ibiza Padel Academy is prohibited. Obvious typographical and printing errors do not bind Ibiza Padel Academy.

3. Website, disclaimer and privacy

- a.** Ibiza Padel Academy respects the privacy of the Guest and ensures the Data is treated confidentially.
- b.** Ibiza Padel Academy uses data solely to execute the agreement with the Guest as quickly and effectively as possible. Furthermore, Ibiza Padel Academy will only use this data with the prior consent of the Guest.
- c.** Ibiza Padel Academy will not sell data to third parties and will only make it available to third parties involved in the execution of the agreement.
- d.** Employees of Ibiza Padel Academy and third parties engaged by it are obligated to respect the confidentiality of data.
- e.** The Guest acknowledges and agrees to this Privacy Statement.
- f.** The information provided on the website (www.ibizapadelacademy.com) is for general informational purposes only. External circumstances may cause delays, deficiencies, and/or other imperfections in the provided information.
- g.** While Ibiza Padel Academy exercises the utmost care in compiling and maintaining its website, Ibiza Padel Academy cannot guarantee that the provided information is complete, up-to-date, and/or accurate. Therefore, the Guest unconditionally and irrevocably waives any right to compensation for any direct or indirect damage arising, arising, or will arise from the use of data unless there is intent or gross negligence on the part of the management or directors of Ibiza Padel Academy.
- h.** Websites of third parties to which hyperlinks may be included on the website www.ibizapadelacademy.com are not controlled, created, and/or maintained by Ibiza Padel Academy. Ibiza Padel Academy, therefore, accepts no liability for the content of these linked websites.
- i.** The website www.ibizapadelacademy.com and its content are protected by copyright, trademark law, and other intellectual property rights. Nothing from this website or its content may be duplicated, stored in an automated data file, or disclosed in any form or manner, electronically or mechanically, by photocopying, recording, or in any other way.

4. Liability

- a.** Participation by the Guest in a padel activity organized by Ibiza Padel Academy is entirely at the Guest's own risk. Also, the independent use of (one of the) padel courts made available at our collaborating padel locations is entirely at the Guest's own risk. Ibiza Padel Academy and its employees and coaches are not liable for personal injury or any other damage that the Guest may sustain during or as a result of a padel activity. Instructions from coaches are always advisory and followed at one's own risk.
- b.** Training is intensive and can be prone to injury. The Guest must assess whether they are suitable for participation in training. If the Guest has health issues or any other reason to doubt participation, the Guest should first seek advice from a doctor or other expert. The same applies to independent use of a padel court; the Guest must self-assess suitability.
- c.** Ibiza Padel Academy, its employees, and coaches are not liable for damage to and/or loss of personal belongings for any reason whatsoever.
- d.** Ibiza Padel Academy is not insured for the Guest's damage. The Guest, as a contracting party or counterparty, declares that they are insured for damage, including injuries or harm, resulting from participating in training, individual lessons, or a series of lessons, a padel event, or the independent use of (one of the) padel courts.
- e.** The Guest hereby unconditionally and irrevocably waives their right to compensation for any direct or indirect damage (whether arising from a contract or wrongful act) related to participation in training, individual lessons, or a series of lessons, an event, or the independent use of (one of the) padel courts, whether such damage has arisen, is arising, or will arise.
- f.** Any claim for compensation against coaches or employees or directors of Ibiza Padel Academy or third parties engaged by Ibiza Padel Academy is expressly excluded. The aforementioned (legal) entities may invoke this third-party beneficiary clause in this regard.
- g.** The Guest and those accompanying them are jointly liable for all damage incurred by Ibiza Padel Academy or any third party as a direct or indirect result of non-performance (attributable breach) or wrongful act, including a violation of these General Terms and Conditions and the House Rules.

5. Force Majeure

- a.** Circumstances beyond the control of Ibiza Padel Academy, of such a nature that compliance with the agreement can reasonably no longer be required in whole or in part, including but not limited to hazardous weather conditions, revocation of one or more permits, or a pandemic, shall entitle Ibiza Padel Academy to terminate the agreement in whole or in part or to suspend its execution without an obligation to pay damages.

6. Complaints, disputes and applicable law

- a.** The Guest must report a complaint regarding any performance by Ibiza Padel Academy as soon as the defect or damage is discovered, and no later than 48 hours after the Guest has discovered the defects or damage, to Ibiza Padel Academy. The complaint can be sent to info@ibizapadelacademy.com, specifying the location and providing a description of the complaint.
- b.** The complaint must be complete, clearly described, and accompanied by any evidence.
- c.** Ibiza Padel Academy will respond to the complaint submitted by the Guest as soon as possible and no later than within two (2) weeks from the date of receipt. If Ibiza Padel Academy expects to need more

time to process the complaint, it will notify the Guest as soon as possible.

- d.** If the complaint cannot be resolved through mutual agreement, the following shall apply.
- e.** Disputes arising from these General Terms and Conditions or any related agreement that cannot be resolved through amicable negotiation will be submitted to the competent court in Arnhem, or if the Guest is a consumer, to the competent court in the consumer's place of residence.
- f.** Dutch law shall apply to these General Terms and Conditions, the House Rules, and related agreements.

TRAINING AT IBIZA PADEL ACADEMY

7. Training

- a.** A training is a lesson in which the Guest is guided by a trained Ibiza Padel Academy coach.
- b.** Training can be reserved through the Ibiza Padel Academy website. The Guest selects a location and time, with the training price displayed. When registering for training as a group, one Guest will make the payment. The reservation becomes final after completing the payment. The Guest will receive an email confirming the reservation along with the invoice.
- c.** A training can be a single lesson or a series of multiple lessons. A reservation for a new lesson or series of lessons is considered a new reservation and not an extension of an existing one.
- d.** Unless otherwise agreed, the duration of a training is 60 minutes and starts with a mandatory warm-up. Training times are fixed and cannot be changed by the Guest. Ibiza Padel Academy may adjust the training locations without providing a reason.
- e.** The Guest is not entitled to a replacement training in case of cancellation by the Guest or if the Guest fails to attend a training. If the Guest is unable to attend, they can, in consultation with the coach, arrange for a substitute.
- f.** If the coach is unable to conduct the training due to illness or other circumstances, Ibiza Padel Academy will cancel the training and reschedule it in consultation with the Guest during the makeup weeks designated by Ibiza Padel Academy.
- g.** In the event of hazardous weather conditions, including thunderstorms, storms, extreme heat, snow, or ice, Ibiza Padel Academy may reschedule the training. Ibiza Padel Academy will make every effort to notify the Guest by telephone at least 60 minutes in advance. If multiple training sessions are canceled due to weather conditions, the Guest will receive credits on their account. Ibiza Padel Academy is not liable for the cancellation of training due to hazardous weather conditions.
- h.** The padel courts may only be entered with suitable (sports) clothing and appropriate footwear for padel. Ibiza Padel Academy provides a padel racket and balls to the Guest if necessary and if indicated in advance by the Guest.
- i.** If the Guest causes such inconvenience or disruption that it hinders the proper execution of a training, Ibiza Padel Academy may exclude the Guest from the training. All resulting costs will be borne by the Guest.

9. Padel Trips

- a.** A padel trip refers to a travel experience in which the Guest is accompanied by a certified padel coach.
- b.** Padel trips can be requested via the official website of Ibiza Padel Academy. Once the booking is confirmed, the Guest will receive a booking confirmation along with a payment link for the deposit.
- c.** A non-refundable deposit of 50% of the total trip cost is required and must be paid within 48 hours of receiving the payment link.
- d.** The remaining 50% of the total trip cost must be paid no later than one (1) month prior to departure. A separate payment link will be sent for this installment.
- e.** For bookings made within one (1) month prior to the departure date, the full trip amount must be paid within 48 hours of booking.
- f.** For group bookings (two or more participants), one designated Guest shall be responsible for completing the full payment. The reservation will be finalized upon receipt of the payment. A confirmation email and invoice will be issued to the Guest.
- g.** The tourist tax of €2.20 per person is included in the total trip cost.
- h.** The minimum number of participants per trip is eight (8). If this minimum is not met, Ibiza Padel Academy reserves the right to cancel the entire trip. Alternatively, the Academy may cancel the padel activities or provide an adjusted program or alternative scheduling of said activities.
- i.** The Guest is not entitled to a replacement trip or refund in the event of cancellation by the Guest or if the Guest fails to attend.
- j.** By booking a padel trip, the Guest automatically agrees to the terms and conditions of the accommodation provider. The Guest must adhere to the house rules of the accommodation. In the event of non-compliance, the accommodation provider reserves the right to deny the Guest access. This clause serves as a third-party stipulation for the benefit of the accommodation provider.
- k.** It is strongly recommended that the Guest takes out appropriate travel and cancellation insurance.
- l.** In case of cancellation more than thirty-one (31) days prior to departure, the cancellation fee is 50% of the total trip amount (i.e. the deposit). For cancellations made within thirty-one (31) days of departure, the full trip cost is non-refundable.
- m.** Ibiza Padel Academy reserves the right to change prices on the website at any time without prior notice. No rights can be derived from current or previously listed prices.

EVENTS AT IBIZA PADEL ACADEMY

8. Events

- a.** Ibiza Padel Academy offers the Guest the opportunity to participate in padel events.
- b.** Ibiza Padel Academy provides the Guest with an enrollment form for participation in the organized padel event via email.
- c.** The agreement is formed at the time of enrollment.
- d.** Ibiza Padel Academy is obligated to provide the services as made known to the Guest.

- e. The obligation mentioned in sub d. does not apply:
 - (a) in case of force majeure on the part of Ibiza Padel Academy as referred to in Article 7;
 - (b) if the Guest does not appear or arrives more than half an hour late;
 - (c) if the Guest does not make a (timely) agreed upon deposit; or
 - (d) if the Guest, in any other way, fails to fully meet their obligations towards Ibiza Padel Academy.
- f. The padel events organized by Ibiza Padel Academy take place at various padel locations in Ibiza. The respective location for each event is communicated in advance on the Ibiza Padel Academy website.
- k. If the Guest or their invitees cause significant hindrance or disturbance at an Ibiza Padel Academy padel event, Ibiza Padel Academy may exclude them from the event. All resulting costs shall be borne by the Guest.

9. Cancellation or modification of events

- a. In case of cancellation before the date on which the event is scheduled to take place (the Commencement Date) as per the agreement, the Guest is obligated to pay Ibiza Padel Academy 100% of the reservation value of the padel portion unless otherwise agreed in writing.
- b. In case of cancellation one (1) week or less before the Commencement Date, the Guest is obligated to pay Ibiza Padel Academy 100% of the reservation value of the catering services unless otherwise agreed in writing.
- c. The Guest can modify the number of participants in the event after the reservation in writing, as follows, provided that Ibiza Padel Academy has sufficient capacity:
 - More than 21 days before the Commencement Date, a maximum of 25% of the number of participants can be changed.
 - More than 7 days before the Commencement Date, a maximum of 10% of the number of participants can be changed unless a change greater than 10% has already been made earlier.
 - 7 days or less before the Commencement Date, the number of participants cannot be unilaterally changed by the Guest.

10. Event Payment

- a. Invoices must be paid within a period of fifteen days from the date of the invoice, unless otherwise agreed in writing. In the case of a consumer, Ibiza Padel Academy is entitled to request an advance payment of up to 50% of the reservation value.
- b. If an invoice is not fully paid after the expiry of the term specified in sub a of this article:
 - (i) the Guest will owe Ibiza Padel Academy default interest at a rate of 1% per month or part thereof, calculated cumulatively on the reservation value;
 - (ii) the Guest will owe Ibiza Padel Academy extrajudicial costs amounting to 15% of the total reservation value, with a minimum of €150; and
 - (iii) Ibiza Padel Academy has the right to charge the Guest an administration fee of €20 for each payment reminder or demand for payment sent to the Guest after the first reminder. Ibiza Padel Academy will specify this on the invoice.
- c. At the discretion of Ibiza Padel Academy, in the aforementioned or corresponding circumstances, without further notice of default or judicial intervention, the agreement may be dissolved in whole or in

part, with or without a claim for damages.

- d.** If the Guest has not timely fulfilled their payment obligations, Ibiza Padel Academy is entitled to suspend the performance of the agreement until payment is made or adequate security is provided. The same applies even before the moment of default if Ibiza Padel Academy has reasonable grounds to doubt the Guest's creditworthiness.
- e.** Payments made by the Guest shall always be applied first to settle all due interest and costs, and then to settle the invoices that have been outstanding for the longest period, unless the Guest expressly states in writing at the time of payment that the payment relates to a later invoice.
- f.** The Guest, not being a consumer, is not entitled to setoff.

11. Applicable law

- a.** Dutch law shall exclusively apply to all legal relationships, and the execution thereof, between Ibiza Padel Academy and the Guest to which these General Terms and Conditions apply.
- b.** Paragraph 1 shall also apply if the Guest resides outside the Netherlands.
- c.** The parties shall resort to the court after they have made every effort to settle a dispute through mutual consultation. Unless otherwise stipulated by mandatory law, the District Court of Overijssel, located in Zwolle, shall have exclusive jurisdiction to hear the dispute.
- d.** The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.