

Warsaw Tennis Club 'Mera' – Terms of Use

1. **Warsaw Tennis Club 'MERA' Association** seated in Warsaw (02-389), al. Bohaterów Września 12, entered into the National Court Register of Associations kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under the National Court Register Number (KRS): 0000040292, National Business Registry Number (REGON): 001386869, Tax Identification Number (NIP): 5220005893 (hereinafter referred to as the '**WTC MERA**'), declares that it is a perpetual usufructuary of the land located in Warsaw, al. Bohaterów Września 12, and it is entered into the Land and Mortgage Register maintained by the District Court for Warsaw – Mokotów in Warsaw, 6th Division of Land and Mortgage Register under entry no. WA1M/00192902/9 and WA1M/00535536/9, as well as the owner of buildings that form part of a sports centre with a tennis hall, situated on this land. **WTC MERA** manages its statutory activity aimed at the popularisation of physical culture through actions relating to sport, physical education, recreation and movement rehabilitation including: the organization and development of physical culture, sport and tourism; constant improvement of sport skills and the programming of the development of physical education and mass physical culture; participation in the local and nationwide sports life, organization of events and training on the physical culture, sports and tourism.
2. The Facility may be used by individuals, sport organisations and companies after having executed an agreement with WTC 'Mera'. The Client must make a reservation by phone or online at kluby.org. The Client shall be obliged to make the payment before the game by payment card/cash over the counter in the Club or online at kluby.org. In the event of a lack of payment before the game, WTC Mera reserves the right to ask the Client to leave the court.
3. WTC MERA reserves the right to deny access to the Client's reservations in the event that the debt on the account exceeds PLN 50.
4. The Client shall be obliged to comply with the opening hours of the Facility. Any changes to the functioning of the facility shall be notified by WTC 'Mera' to the Client orally, or the relevant information will be presented on the website and in the social media.
5. The price list of the club is available at <https://wkt-mera.pl/cennik-kortow/> or in the reception of the club.
6. WTC MERA shall offer the following services: tennis & padel court rentals, group & individual activities with instructor, events and tournaments.
7. Payments made are not refundable. The amounts can be used for the services available in the Club.
8. A request for an invoice shall be made each time before the payment. WTC MERA reserves the right to refuse issuing an invoice after the payment.
9. WTC MERA reserves the right to change the court number within one facility (courts 1-3; 4-6; 7-12) without notifying the CLIENT. The information is available online at kluby.org or in the reception of the club before the game.
10. The reservation may be cancelled free of charge not later than 24h before its start by phone /in person or online at kluby.org.
11. With regard to regular reservations, the provisions of the contract with these terms of use as an integral part, shall apply.
12. Court reservations or cancellations may be made 2 weeks in advance. In the case of a season change, WTC MERA reserves the right to reduce the above period to the minimum of 3 days to be able to change the schedule.
13. Persons using the facility shall wear a sport outfit and put on tennis footwear. WTC MERA reserves the right to refuse entrance to the facility to a person without the appropriate footwear/outfit.
14. It shall be prohibited to bring one's own ball baskets and dirty balls (brick dust) to WTC Mera's hard courts.
15. The Client shall be obliged to leave the facility in order and smooth the court & enclosures using a net mat (in case of clay courts).

16. The Client shall be obliged to finish the game not later than 5 minutes before the scheduled end time to prepare the facility for further use.
17. Dogs are not allowed to enter the Facility.
18. Alcohol consumption is allowed on the premises of the Facility in the designated catering points only.
19. Smoking outside designated areas in the Facility, including e-cigarettes, is forbidden.
20. Any type of business activity, without prior written consent of WTC 'Mera' Management, in particular commercial and marketing activity, the provision of services, including the distribution of leaflets, posters, sales of goods, offering and delivering services, is forbidden on the premises of the Facility.
21. The Clients may use the courts for recreational games only, with no right to offer tennis lessons against payment. Schools, academies and lessons against payment may be conducted by WTC 'Mera' instructors only or by instructors having written consent from WTC 'Mera' Management.
22. WTC 'Mera' shall not be held liable for any items left in changing rooms or on the premises of the facility.
23. WTC MERA reserves the right to open the lockers each night. Any items left in the lockers can be collected at the reception within 7 days. After that period, such items will be disposed of.
24. Changing rooms may be used by WTC 'Mera' clients only.
25. WTC 'Mera' offers the rental of tennis rackets upon payment of a refundable deposit of PLN 200 for each racket. The refundable deposit is payable in cash only. In the event that the equipment has been damaged, the deposit will not be returned until the repair costs have been determined. WTC MERA offers the rental of padel rackets to the amount of PLN 10 /h/racket. In the event that a padel racket has been damaged, the CLIENT shall bear the cost of the damaged racket in the amount stipulated by WTC MERA.
26. WTC 'Mera' does not rent balls.
27. The Client taking part in sport activities declares that they have no health contraindications to take up physical exercises and they participate in sport activities on their own responsibility. In the case of minors, the parent / legal guardian declares that such a minor has no contraindications to be involved in sport activity.
28. WTC 'Mera' shall not be held liable for incidents occurring in the aftermath of a failure to comply with these terms of use, rules applicable in the Facility, exercise programme and the instructions & recommendations of the Staff.
29. The Client shall take full financial & legal responsibility for any and all damage or destruction of the equipment and accessories, technical devices as well as of the court surface.
30. It is prohibited to intentionally hit WTC MERA's hard court (1-3) with one's racket. The failure to comply will result in the penalty fee of PLN 1000.
31. It is forbidden to bring bicycles/scooters/roller blades to the courts of the Facility.
32. Rooms, sports & recreational equipment and sanitary facilities shall be used in accordance with their purpose. Dressing rooms, shower rooms and bathrooms are to be kept clean and tidy.
33. WTC 'Mera' reserves the right to close the Club on bank & public holidays as well as on the days of sport tournaments or maintenance and repair work, or cleaning of the Facility, or due to force majeure. In the event that the Club is closed and the activities are cancelled on the grounds attributable to WTC 'Mera', the amounts for the reservation/activity will not be charged.
34. WTC 'Mera' reserves the right to refuse the Client's admission to the Club without stating reasons.
35. WTC 'Mera' reserves the right to refuse reservation to a Client without stating reasons.
36. Complaints can be filed via e-mail to the following address: reklamacje@wkt-mera.pl. Complaint handling time: 14 working days.
37. Pursuant to article 13 and article 14 of the General Data Protection Regulation of 27 April 2016 (GDPR), WTC shall inform you as follows:

- a) The controller of the personal data of the Client is Warsaw Tennis Club 'Mera' seated in Warsaw, Aleja Bohaterów Września 12.
- b) The Data Protection Supervisor is Monika Licińska. In the case of any doubt in connection with the processing of your data, please do not hesitate to refer to the following contact point: iod@wkt-mera.pl
- c) The processing of the personal data of the Client will be done to accept and perform the reservation request for a tennis court pursuant to article 6 section 1 f GDPR.
- d) The Facility is monitored to improve the safety of Clients. Monitoring records are stored for 14 days. The monitoring is carried out in a way that will not infringe the personal interests of the Clients.
- e) Telephone calls are recorded. The recordings are stored for the period of 30 days.
- f) The recipient of the Client's personal data is the owner of the website www.korty.org.pl - **Tennis NETWORK** spółka cywilna ul. Starościńska 1/3 lok. 16, 02-516 Warszawa, where your personal data are kept for the purpose of court reservation.
- g) The Client's personal data will not be transferred to third countries or international organizations.
- h) The Client's personal data will be stored for as long as the Controller is offering services and in the case that a removal of such data has been requested after the delivery of a service, during the period that is necessary to secure the claims.
- i) The Client has a right to obtain access to their personal data, right to rectification, erasure of personal data, restriction of the processing, the right to data portability, and to object to the processing, and in the event that the processing is done based on a consent, the right to withdraw such consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
- j) Should the Client find that the processing of their personal data constitutes an infringement of GDPR, they are entitled to lodge a complaint to the President of the Personal Data Protection Office.
- k) Provision by the Client of their personal data including the first and last name, e-mail address and the phone number is a precondition for a court reservation. In the case of a data removal, WTC will not be able to implement the reservation request.
- l) Data processing will not be carried out by automated means, including profiling, without the express consent from the Client.
- m) Pursuant to article 21 section 4 GDPR, WTC is informing that the Client is entitled to object to the processing of their personal data. The objection must be made with the data protection supervisor, whose contact details are given in item 2). Pursuant to article 21 section 1 GDPR, while making an objection, the grounds relating to the particular situation of the Client must be indicated.

WTC 'MERA' Management

Association Information:

Warsaw Tennis Club MERA

Al. Bohaterów Września 12

02-389 Warszawa

Tax Identification Number NIP: 5220005893

National Business Registry Number REGON: 001386869