

## TENNIS COURT: TERMS OF USE – MEMBERSHIP WITH REGULAR COURT RESERVATION

<b>FIRST AND LAST NAME (CLIENT)</b>	
<b>PHONE NUMBER</b>	
<b>E-MAIL</b>	
<b>ADDRESS</b>	

1. **WARSAW TENNIS CLUB ‘MERA’ Association** seated in Warsaw (02-389), al. Bohaterów Wrzeźnia 12, entered into the National Court Register of Associations kept by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> 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 Wrzeźnia 12, and it is entered into the Land and Mortgage Register maintained by the District Court for Warsaw – Mokotów in Warsaw, 6<sup>th</sup> 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 purpose of these terms of use is to stipulate the terms and conditions for:
  - membership with regular court reservation
  - individual activities of the **Master’s Academy**. The individual activities include 1,2 or 3-person activities for the **Participant (to be filled in case of minors)**:

First and last name	Date of birth

3. In the case of the individual activities, **THE CLIENT** declares that the **PARTICIPANT/CLIENT\*** has no health contraindications that would prevent them from participating in the Master’s Academy and that would make it impossible for **WTC MERA** to provide the necessary care.
4. **WTC MERA** shall make a tennis court located on the premises of **WTC MERA** (hereinafter referred to as the „facility”), as per point 1 above, available to the **CLIENT**, for training purposes resulting from the statutory activity of **WTC MERA**.

Reservation details

Day of the week	Time

5. While staying on the premises of the facility made available by **WTC MERA**, **THE CLIENT** shall undertake to comply with the terms & rules of the premises of **WTC MERA**. Reservation made with **WTC MERA** is tantamount to the approval of the above-said terms & rules.
6. **The CLIENT** shall undertake to repair any damage caused through the improper use of the facility or to cover the repair costs of such damage.
7. **The CLIENT** declares that they are familiar with the standard of the facility and its furnishings, and they have no reservations in this respect.

8. **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.
9. **The CLIENT** shall be obliged to leave the facility in order and smooth the court using a net mat (in case of clay courts).
10. 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.
11. **The CLIENT** shall be obliged to have an online account at [kluby.org](http://kluby.org) to check the reservation schedule.
12. **WTC MERA** reserves the right to cancel a court reservation made by the **CLIENT**, on the grounds not attributable to **WTC MERA**, for the duration of the necessary renovations or sanitary works, or due to the occurrence of force majeure, or in the event that **WTC MERA** is organizing a sport event that makes the use of the court impossible.
13. **The CLIENT** shall be obliged to check their reservation schedule at [kluby.org](http://kluby.org) 3 days before each reservation.
14. In the event of cancellation of the **CLIENT**'s court reservation by **WTC MERA** less than 3 days before, **the CLIENT** shall be notified at least one day in advance of the court reservation date, by phone or e-mail.
15. In the event of a sudden failure making the use of the court on a given day impossible, **WTC MERA** shall notify the **CLIENT** immediately after detecting the failure, also by phone or e-mail.
16. **WTC MERA** reserves the right to change the court number within one facility (courts 1-3; 4-6; 7-12) without notifying the **CLIENT**.
17. In the event of an absence of the **CLIENT** in the facility at the agreed time and date, **WTC MERA** shall charge the **CLIENT** for the use of the facility as agreed, in accordance with the applicable price list, in the full amount.
18. **The CLIENT** may cancel the court reservation free of charge not later than 24 hours before the agreed date and time, no more than once per month for each regular reservation during the week.
19. In the event of an illness of a **CLIENT/PARTICIPANT\*** with a sick leave/medical certificate, **the CLIENT** shall be entitled to a higher number of cancellations appropriately to the duration of the sick leave. The scan of the sick leave shall be sent within 2 days from its issue date to the following address: [platnosci@wkt-mera.pl](mailto:platnosci@wkt-mera.pl). The sick leave may cover the maximum period of 1 week prior to the issue date.
20. For the use of the facility, in accordance with these terms & conditions, **the CLIENT** shall be obliged to pay the minimum amount of PLN 1000.00, by bank transfer to the bank account of **WTC MERA** held in **ING Bank Śląski S.A. with the following number: 19 1050 1012 1000 0090 3030 4696** or by cash/payment card over the counter at **WTC MERA**.
21. A request for an invoice shall be made before the payment. If the payment is made by cash/payment card at the reception of the club, the reception staff shall be notified before the transaction is carried out. In the case of a bank transfer, a 'FV' note shall be added and the invoice information shall be sent to the following e-mail: [platnosci@wkt-mera.pl](mailto:platnosci@wkt-mera.pl).
22. The funds will be automatically deducted from the account of the **CLIENT** after each reservation:
  - performed,
  - cancelled contrary to point 18 hereof,
  - not performed as per point 17 hereof,according to the following rules:
  - For regular court reservations according to the applicable membership price list,
  - For individual activities with instructor:
    - each 1- or 2-person activity – PLN 110.00 plus a charge for the use of the court according to the applicable price list for individual activities.
    - each 3-person activity – PLN 200.00 plus a charge for the use of the court according to the applicable price list for individual activities.
23. In the event of a single (one-time) payment for the reservation, **WTC MERA** reserves the right to charge the payment for the scheduled reservation at one-time rates, according to the applicable price list. **WTC MERA** reserves the right to change the reservation that has already been settled in the event of a failure to comply with these terms & conditions by the **CLIENT**.
24. **The CLIENT** may check their account balance on their account at [kluby.org](http://kluby.org) or in person, or by phone with the **WTC MERA** reception.

25. The approval of these terms & conditions by the **CLIENT** and their signing is tantamount to the conclusion of the contract for the period from the date of signing until 30.06.2024.
26. **WTC MERA** shall have a right to terminate the contract without notice period in the event that the **CLIENT** has used the court in a way contrary to this contract or the account balance is lower than PLN 100.00 (in such case, the regular court reservation is cancelled).
27. The contract may be terminated by the **CLIENT** with a one-month notice, with effect to the end of the following calendar month, by sending a scan with the statement of termination, with handwritten signature, to the following address: [platosci@wkt-mera.pl](mailto:platosci@wkt-mera.pl), in order to be valid.
28. If the contract is terminated, the **CLIENT** shall have a right to use the funds available on the **CLIENT'S** account within 2 months from the date of termination. After that date, the funds will be removed from the client's account.
29. The **CLIENT** may terminate the contract without notice period, in the event of a material breach of this contract by **WTC MERA**.
30. Any amendments to these terms & conditions shall be made in writing or else shall be null and void.
31. In matters not regulated by these terms & conditions, provisions of the Civil Code shall appropriately apply.
32. Any disputes arising out of these terms & conditions and of the contract concluded on their basis, if the Parties have failed to reach agreement, shall be settled by a court of law having jurisdiction over the seat of **WTC MERA**.
33. **WTC MERA** GDPR information attachment shall form an integral part of these terms & conditions.
34. I declare that I have read the **WTC MERA** GDPR information attached to these terms & conditions.
35. I declare that I have read the terms & conditions and I accept them in their entirety.

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***DATE AND CLIENT'S SIGNATURE***

### **GDPR Information**

For the purposes of compliance with the obligations of the controllers of personal data pursuant to article 13 and article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (EU OJ L 119 of 2016, p. 1–88), hereinafter referred to as the 'GDPR', this is to inform you as follows:

- 1) The controller of the personal data is the Warsaw Tennis Club 'MERA' Association seated in Warsaw, at the following address: al. Bohaterów Września 12, 02-389 Warszawa, hereinafter referred to as the „Association”;
- 2) The Association has acquired your personal data in connection with the conclusion of a contract with you stipulating the terms of use of the membership with regular court reservation or a contract stipulating the terms of the individual activities for you or for your child in the Master's Academy;
- 3) In the case of a conclusion of a contract with you stipulating the terms of use of the membership with regular court reservation or a contract stipulating the terms of the individual activities in the Master's Academy, your personal data shall be processed by the Association to the following extent: first and last name, residence address, e-mail, phone number, bank account number, and in the case of a conclusion of a contract with you stipulating the terms of the individual activities for your child in the Master's Academy, your personal data as a parent/legal guardian shall be processed by the Association to the following extent: first and last name, residence address, e-mail, phone number, bank account number, as well as the personal data of your child to the following extent: first and last name, date of birth. The personal data are being processed by the Association for the purposes and to the extent that is necessary to perform the contract with you, as well as to the extent that is necessary for the controller to comply with their legal obligation, and furthermore we consider that we have the legitimate interest in the processing of your data for the purpose of ensuring the correct performance of the contract, including, where necessary, for the establishment, exercise or defence of legal claims resulting from the contract or in connection with the contract, i.e. pursuant to article 6 section 1 b, c and f GDPR. Your provision of personal data is a precondition for the conclusion and performance of the contract and the failure to provide such data will result in the lack of the possibility of performing the contract;
- 4) Your personal data is processed by the Association to send commercial information to the provided e-mail address only with your additional and voluntary consent, i.e. pursuant to article 6 section 1 a GDPR;
- 5) The personal data may be made available by the Association to other recipients, in particular subcontractors and suppliers of the Association, only in connection with the performance of the contract concluded with you, as well as if the legal regulations require us to do so;
- 6) The personal data may be transferred to a country which is not a member of the European Economic Area (third country) or to an international organization under GDPR only in accordance with the requirements stipulated in the GDPR;
- 7) The personal data will be stored in accordance with the law during the period of 5 years from the end of the calendar year in which the contract referred to in point 2 has been performed, unless a longer storage period is necessary due to the obligations under the law, or it is linked to the need to safeguard the legitimate interests of the Association through the establishment and exercise of claims, as well as defence against claims;
- 8) The Association assures that the personal data will only be made available to persons having the necessary knowledge of the rules for processing of such data and obliged to maintain the confidentiality of such data, as well as that the Association has taken the relevant technical and organizational measures to ensure the level of security of data processing corresponding with the risks identified;
- 9) You shall have a right to request access to the personal data made available to the Association, right to rectification, erasure of personal data, restriction of the processing and to lodge a complaint against the processing, the right to data portability, and the right to withdraw provided that consent has been given;
- 10) The Association shall not perform automated decision-making in your case, nor personal data profiling;
- 11) You are entitled to lodge a complaint against the personal data processing by the Association to the President of the Personal Data Protection Office;
- 12) The Association's e-mail: [sekretariat@wkt-mera.pl](mailto:sekretariat@wkt-mera.pl) is available to persons whose personal data are being processed by the Association to report any issues relating to the processing of their personal data.

**Warsaw Tennis Club 'MERA' Association**

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**DATE AND CLIENT'S SIGNATURE**

- I give my consent to Warsaw Tennis Club 'MERA' Association seated in Warsaw (02-389), al. Bohaterów Września 12 (National Court Register Number KRS: 0000040292) to send commercial information by electronic means of communication pursuant to the Act of 18 July 2002 on Provision of Services by Electronic Means (Journal of Laws of 2020, item 344) to the provided e-mail address. I have been notified that the consent is voluntary and it may be revoked at any time by sending a message to the e-mail: sekretariat@wkt-mera.pl. I am aware that the withdrawal of the consent will not affect the lawfulness of processing based on my consent before its withdrawal.

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***DATE AND CLIENT'S SIGNATURE***