

Regulations of Arena Tennis Centre

These Regulations constitute regulations within the meaning of Art. 384 of the Civil Code and stipulate the rights and obligations of the parties in connection with the use of services offered by ARENA Tennis Centre.

I. Definitions

Definitions used in these Regulations have the following meanings, respectively:
Centre - ARENA Tennis Centre, a sports and recreational facility equipped with tennis courts for playing tennis, squash, badminton, and table tennis, managed by Proster Sport sp. z o.o. with its registered office in Poznań at ul. Orłąt 24, 61-348 Poznań.
Client - a natural person, a legal entity or an organisation without legal personality, using the services offered by the Centre.
Club Member - the Client holding membership in the Arena Tennis Centre Club.
Fixed reservation - the service of the court reservation, repeated in every week of the season with an indication of a specific day and time of reservation, carried out under a separate form.
Single reservation - a single reservation service made by the Client on a regular basis throughout the season.
Card - Membership Card of ARENA Tennis Centre Club.
Effective reservation cancellation - reservation cancellation in person or by the available methods of communication, i.e. by phone, e-mail or via a short text message, confirmed by an employee of the Arena Tennis Centre's Front Desk.

II. General rules

- At ARENA Tennis Centre, the calendar year is divided into the following seasons:
 - winter season I: from 1 September to 31 December,
 - winter season II: from 1 January to 30 April,
 - summer season: from 1 May to 31 August.
- The Centre may be closed for the time necessary to carry out necessary repairs or sanitary tasks, as well as on the basis of a decision of competent authorities due to force majeure. In a situation when the closure of the facility is scheduled ahead, the Management of the Centre shall notify Clients of this fact 3 days in advance, placing a relevant notice at a generally available place in the Centre.
- The Client is obliged to leave the facility no later than 30 minutes after the closing hour of the Centre.
- The Membership Card of ARENA Tennis Centre Club is the sole document entitling to use the services offered by ARENA Tennis Centre.
- Each Client may obtain Membership in Arena Tennis Centre. The Membership Card may be issued on the day of a first visit to the Centre. To obtain the Card, the Client must meet the following conditions:
 - complete the registration form at the Centre's Front Desk,
 - consent to the entry and processing of personal data in the database managed by Proster Sport sp. z o.o. with its registered office in Poznań at ul. Orłąt 24, 61-348 Poznań,
 - make a declaration of becoming familiar with and accepting the terms set out in the Regulations of ARENA Tennis Centre and other rules applicable at the Centre.
- Club members are required to inform the Centre of any change of residence address and mailing address, including electronic mailing address and mobile phone numbers. Letters sent to the addresses provided in the Centre and not collected in due time or returned to the sender shall be deemed effectively served on the last possible date of their receipt.
- The Card is personal and may not be transferred to other people. The Client becomes a member of ARENA Tennis Centre Club at the moment of issuing the Card. Rights related to the Card are purely personal and cannot be transferred to other persons.
- ARENA Tennis Centre has a separate pricing for the Centre Club Members. Club Members can also benefit from all promotions organised by the Centre.
- Club Members are required to show their card at every entrance to the Centre. Employees of the Centre's Front Desk have the right to refuse the Club Member to benefit from the privileges of membership in the CT Arena Club, unless they produce their Membership Card.
- If the Card is ordered by an Entrepreneur or an Employer, the Membership Card includes only the name of such Entrepreneur or Employer and can only be used by persons designated by name by the Entrepreneur or Employer.
- Membership Card is the property of Proster Sport sp. z o.o. company. The fact of losing, destructing or damaging the Card should be reported immediately to the Centre's personnel. A new card is issued upon payment of a fee related to the cost of producing a new card, amounting to PLN 20.00.
- As part of the services provided, the Centre offers classes for children in the "Child Zone". The "Child Zone" is organised at the Centre only in the period from Monday to Friday from 13.00 to 18.00 and on Saturdays from 11.00 to 16.00. The Management of the Centre informs that group play classes are held for children during these hours, therefore the Client who uses the services offered by the Centre within this time should take into account some potential difficulties.
- As part of its offer, ARENA Tennis Centre introduces sale of passes for 5 (valid for one month) and 10 (valid for two months) entries. The passes apply only to squash and badminton courts. The court reservation in the context of passes is made on general principles, with the exception of conditions of cancellation (Section III, item 6). In the case of failure to effectively cancel reservation within 24 hours before its commencement, the Club Member will pay a charge for the unused reservation from the pass (as for a single entry).
- The Centre reserves itself the right to use, for marketing purposes, any pictures taken at the Centre during its opening hours and at external events organised by the Centre, along with the use of the Client's image. In the case of using the Client's image in a way that violates the Client's privacy, the Client should report it to the management of the Centre. In such a case, the Centre undertakes to remove images as soon as practically possible. All printed materials using the Centre's pictures are for informational purposes only. Use of the Centre's pictures by third parties without the management's permission is prohibited.
- As part of its services, ARENA Tennis Centre offers equipment rental. Each Client using the rental shop accepts the contents of the Rental Shop Regulations of ARENA Tennis Centre.
- ARENA Tennis Centre's Club Members may leave their equipment at the Club's Front Desk, subject to a fee of 5,00 PLN/day.

III. Court reservation rules

- All courts functioning in the Centre are subject to reservation.
- Information on available hours of reservation and court number may be obtained by telephone, via the Internet and personally at the Centre's Front Desk.

- The courts are reserved for not less than one hour. In the event of extending the reservation, 30-minute counting applies, with the proviso that subsequent hours reserved should not result in unreserved places in the schedule lasting less than one hour.
- Fixed Reservations are made and cancelled in accordance with the provisions of the Fixed Reservation Regulations of ARENA Tennis Centre. Making a Fixed Reservation constitutes acceptance of the Fixed Reservation Regulations of ARENA Tennis Centre.
- Payment of fee for the use of services offered by the Centre must be made each time before exiting the facility. Fees of the Club Member are calculated based on an individual account assigned to his/her Card.
- The reservation may be cancelled by phone, online or in person at the Front Desk of the Centre, no later than 24 hours before commencement. In the case of cancellation at a later time, the Client is required to pay a fee amounting to 50% of the current price. In the event of failure to make an effective cancellation, a fee amounting to 100% of the reservation price will be charged. The fee may be cancelled by the Centre only if the court is rented to another Client. The only exception is constituted by Fixed Reservations, whose cancellation is subject to the Fixed Reservation Regulations of ARENA Tennis Centre.
- Delayed commencement of using the court as a result of the Client's delayed arrival does not exempt him/her from the obligation to make payment for the entire court reservation time.
- ARENA Tennis Centre reserves itself the right to cancel reservations in connection with the organisation of a tournament and other events taking place on the area of the facility.
- ARENA Tennis Centre provides its Club Members with a VIP room (a separate room in the silence zone) and a Restaurant. Only adults have the right to use the VIP room. Places in the CT Arena restaurant are intended solely for people using catering services.
- ARENA Tennis Centre provides its Club Members with free, unguarded parking space at ul. Wł. Reymonta 35. Other Clients must pay for the parking space.
- Reservation of courts at ARENA Tennis Centre constitutes acceptance of these Regulations.
- The Client reserving the court also consents to the entry and processing of personal data in the database of ARENA Tennis Centre for purposes related to the implementation of the services provided by the Centre. The data are administered by Proster Sport sp. z o.o. with its registered office in Poznań, at ul. Orłąt 24, 61-348 Poznań. The Client has the right to view his/her personal data as well as to correct them and remove.

IV. Court using rules

- Coaches and trainers who conduct classes at the Centre must have the CT Arena Coaching License or permission of the Centre management. The Coaching License may be obtained by means of signing a separate agreement with the Centre. Teaching at the Centre without the said permission may lead to the withdrawal of rights related to the Membership Card.
- Children under 13 are allowed in the courts only if they are accompanied by an adult.
- At the time of sport classes, only participants with carers and accompanying persons with the agreement of the participants may enter the court.
- Adults use the Centre's services at their own responsibility and may not raise any claims against the Centre for bodily harm or injury in connection to using the Centre's services, unless it was wrongfully caused by the Centre or its employees. If the courts are used by children (on their own or under the adult care) who, due to their health problems, should not participate in sports classes, the Centre is released from any liability for any damage caused to the child, whereas the sports activity takes place at sole liability of child's parents or legal guardians.
- Persons using the courts are obliged to have sportswear, including clean footwear with soles adapted to playing on selected courts. Non-compliance to this requirement entitles the Centre to refuse the Client to enter the court booked without a refund of the fee paid.
- Changing on the court and in other rooms not designed for that purpose is strictly prohibited.
- Behaviour on the court must not endanger the safety of other persons and should not disturb people playing on the neighbouring courts.
- Court personnel or a coach have the right to react to inappropriate behaviour of the participants, as well as their accompanying persons, and to apply appropriate sanctions against them, including refusal to continue a game session and removing them from the sports facility.
- All items brought to the court must be left in areas designated for this purpose, i.e. next to chairs.
- Animals are strictly prohibited on courts.
- Smoking in the facility is strictly prohibited, as well as drinking alcohol and eating outside the CT Arena Restaurant. It is also prohibited to bring glass containers with drinks or containers without covers to the courts.
- It is forbidden to bring dangerous objects into the Centre and other objects, which, if brought into the facility, would hinder the use of the Centre to other persons or could lead to damage or destruction of property or endanger safety of persons in the Centre, their life and health.
- When leaving the court, it should be left in order.
- Clients who use tennis courts are each time obliged to sweep the court before starting the game session.
- All persons using the facility and the equipment are required to use it as intended and to comply with the instructions and guidelines of the facility personnel or coach.
- People who intentionally destruct or damage the facility equipment are obliged to redress the damage caused by its repair, repurchase or refund the equivalent of the damaged equipment value. Parents or legal guardians are responsible for damage caused by children.
- Personal belongings of Clients, excluding valuables, should be stored in individual lockers provided by the Centre. The Centre is not responsible for items left unattended and for damages resulting on this account. Clients should empty the locker before leaving the Centre. ARENA Tennis Centre reserves itself the right to open lockers at any time and charge the costs of the lock replacement to the owner of the objects left.
- It is forbidden to conduct any commercial and sales activities in the Centre without a prior written permission from the Centre.

V. Final provisions

- To ensure all Clients' safety and comfort while using the services offered by the Centre, apart from these Regulations, the CT Arena Discount Scheme Regulations and the CT Arena Rental Shop Regulations are introduced.
- Each Client is obliged to strictly comply with the Regulations and has the right to receive access, at all times, to the current version hereof at the Centre's Front Desk. Failure to comply with the requirements of using courts as set forth herein entitles the Centre to refuse the Client to enter the court booked tennis without a refund of the fee amount paid. The Centre is not liable for the Client's failure to read these Regulations.
- The Centre reserves itself the right to amend these Regulations. Changing the opening hours of the Centre and the scope of services does not constitute an amendment to the Regulations and may take place at any time.
- Any comments on the functioning of the facility and its services, as well as complaints, if any, should be submitted to the facility Manager: Joanna Pietrusik-Apolinarska, phone 601 757 757, joanna.apolinarska@tenis-poznan.pl.
- Provisions of the Civil Code shall apply to matters unsettled by these Regulations.