

"Mallorca Lawn Tennis Country Club".

Terms and Conditions

Article 1. Object.

1. The purpose of this document is to regulate the relationship between the company Mallorca Lawn Tennis Country Club, S.L., owner of the sports complex called "Mallorca Country Club", hereinafter "the Club", its members and guests and other users of its facilities with regard to the rights and duties of the parties in order to use and enjoy its premises and facilities.

2. The *Club's Rules of Use* are also included as an appendix. / can be found in the following link: <https://www.mallorcacountryclub.es/legal-notice-pdf>

Members, their rights and obligations

Article 2. Members, non-members and guests.

1. Members are individuals who, having fulfilled the requirements at the time of application for membership, are registered in one of the following categories:

- Members who pay any of the memberships offered at any time, which can be found at the following link: <https://www.mallorcacountryclub.es/prices>

Memberships will have a duration of 3, 6 or 12 months, depending on the option chosen from those available at any given time.

Memberships shall be automatically renewed if, at least 20 calendar days before the end date of each period, the Club is not notified in writing of the desire not to renew it. Extensions shall be indefinitely for periods of the same duration as those initially contracted.

2. "*Non-members*" are those individuals who are not registered members in any of the categories specified in these by-laws and who have not been invited by a member or the club itself.

Non-members may access the Sports Facilities, with the condition of paying the fee in order to carry out activities or simply attend events held at the Club under the established conditions.

Access to the facilities will be allowed to students of sports activities upon payment of the relevant fee.

3. Guests are those persons who, presented and accompanied by a member, wish to use the Club's facilities. For the purposes of these regulations shall be considered guests those persons who are invited by the Club to contribute to the normal development of its sports activities, tournaments, exhibitions and any other activity authorized by the Club.

For access to the club premises, guests must obtain the corresponding ticket or card, which will include the number of the inviting member, having to pass through reception to be registered.

The entrance of a guest to the club does not grant any right to use any of its other sports facilities.

4. External "non-members" may enter the premises if they wish to consume or make use of the restaurant, but are not entitled to use the facilities outside the restaurant.

Those who access the facilities for sporting activities such as awards, tournaments, social events and other similar activities authorized by the Club's Management on an exceptional basis are exempt from paying the ticket.

The Club reserves, in any case, the right of admission of members, non-members or guests. For this purpose, the Club Management may make use of this right in the manner it deems most appropriate in order to protect the good name and prestige of the Entity, both in the social and sporting aspect, with no other obligation than to inform the interested party of the agreement that has motivated such a decision.

Members or users may use the facilities and equipment according to their own knowledge regarding training and equipment uses and at their own risk and are therefore responsible for their own safety and proper use of materials, equipment and facilities.

Article 3. *Rights of the Members.*

1. The rights and obligations of the members, in addition to any others resulting from other provisions of these regulations, as well as from the Rules of Use currently in existence or that may be established, are as follows;

- a) To enjoy and make use of the facilities during the periods of time in which they are open to the public, always in accordance with the provisions of these Regulations and the Rules of Use of the Club.
- b) Enjoy the offers, discounts or promotions that may be made from time to time.
- c) To request voluntary cancellation as a member of the Club, in which case, the member must be up to date with the payment of all economic obligations at the time of formalizing the cancellation request. In no case shall the cancellation request entail the refund of the amounts paid up to that moment, and the member shall have the right to continue using the facilities until the end of the current period.
- d) Bring guests to the Club, up to a maximum of 2 guests/month, in no case cumulative, only for those members who have purchased the annual membership.

Article 4. *Duties of the Members.*

Without prejudice to any others resulting from the provisions of this document, the Rules of Use or any other applicable provisions, these are the duties of the members:

- a) Comply with the provisions contained in these Regulations, the Rules of Use of the "Mallorca Country Club" and the agreements and other rules established by the Club Management.
- b) To act with diligence and care in the use and enjoyment of the club's facilities, its furniture and other elements, seeking their best conservation and maintenance, and may denounce that which is not treated with due respect, taking into account that these are the property of others, of common use and that they serve the general interest of the members.
- c) Pay the agreed installments on time. In any case and unless otherwise expressly agreed between the parties, payments shall be made within the first 5 days of the corresponding month. In case of first payments or single payments, they shall be made simultaneously with the execution of this document, and their effectiveness shall be conditioned to the effective reception of the corresponding amount.
- d) Use your membership card (or alternative method) to access the Club facilities or to identify yourself when required to do so. The absence of membership card will prevent the use of the facilities unless expressly authorized by the Club.

Article 5. Admission of new members.

The admission of a new member shall be subject to the following requirements:

Presentation of membership application, completed in the official form that will be given to you by the club or that you can access through the following link: <https://www.mallorcacountryclub.es/become-a-member-info>

The simple presentation of the application form does not presuppose, under any circumstances, the right to admission.

All applications shall be reviewed by the club's management, which shall notify the applicant of the acceptance or rejection of the application by means of a reasoned decision.

Likewise, if the quota for admission of new members is closed, the applicant shall be informed of the number of the waiting list.

b) Payment of the amount of the entrance fee in effect at that time, as well as the proportional part of the maintenance fee in effect at that date, from the time of registration until the issuance of the next receipt, whether quarterly, half-yearly or annual.

In the event that the applicant has previously been a member of the club, and has lost this status due to non-payment of dues, he/she shall pay not only the entrance and maintenance dues in effect at the time of the new application, but also the amount of unpaid dues, plus any bank charges incurred by such non-payment.

Article 6. Consequences of Suspension of Membership.

1. Suspension of membership for disciplinary reasons shall make it impossible for the suspended member to join the Club, and the suspended member shall make the membership card available to the Club, which shall be reinstated at the end of the suspension.

2. The suspension of the rights corresponding to the condition of member does not imply the return of the fee paid at the beginning nor the suspension of the contracted period.

3. If the cause of the suspension is due to having caused damage to the Club, users or employees, reinstatement shall not be admitted until the damages have been duly compensated and the damages repaired.

Article 7. Membership cancellation.

Members who wish to cancel their membership permanently must notify the club in writing, sending their membership card.

For the definitive cancellation of membership in the club, all dues must be up to date.

Unless otherwise authorized by the Club, the definitive cancellation shall in no case entitle the Club to a refund of the amounts already paid.

Temporary withdrawals will not be admitted unless expressly authorized in writing by the Club.

Article 8. Variation of data.

Members must communicate in writing, to the Club's Reception, their address and any change related to it, variation of the bank where the collection of bills is fixed or change of current account, telephone, e-mail, or other data of interest, either personally by signing the existing form, by certified mail, or in the e-mail account reception@mallorcacountryclub.es.

Article 9. Fees.

The following quotas are established:

- a) Annual fee.
- b) Semiannual fee.
- c) Quarterly fee.

The amount and conditions of the respective fees will be those approved by the Club at any given time and will be published on its website.

Payments must be made by direct debit. However, the Club reserves the right to accept payment by bank transfer or credit card.

Verified payments are non-refundable.

Non-use of the facilities does not exempt from the obligation to pay.

In any case, the payment of dues or memberships shall be made in a single payment.

The Club reserves the right to introduce new dues or membership categories or to modify existing ones.

In any case, the amount of the fees DOES include VAT, which will be in force at all times.

The amount of the fees may be updated according to the CPI annually, as of January 1 of each year with rounding to the nearest cent.

d) Fees for the use of services. Those that have been approved by the Management in each case, with different rates for subscribers and other users.

2. For the collection of dues it shall be mandatory for all members of the Club to have a direct debit, which must be communicated to the Management, before it sends the corresponding receipts.

3. In the event of a change of bank account, the member must inform the Management before the established period for payment.

Article 10. *Non-payment of dues.*

1. The club shall notify members of unpaid receipts.

2. The non-payment of any fee, understood as the delay in payment of more than 30 days, will be grounds for suspension of membership and will prevent access to the facilities.

3. Bills not settled within 30 days of their issuance shall be subject to a late payment surcharge equivalent to the legal interest rate in force at that time, as from the day following the expiration of said term. In the event that 60 days have elapsed since the issuance of the bill and it has not yet been settled, the subscriber will be cancelled without prior notice.

4. Irregularity in the post office, absence due to travel, etc... are not impediments for the cancellation or late charges to occur, since the member must be aware of his situation and try to clarify or cancel it, even if it is attributable to mechanical error, banking, etc... outside his intention.

5. Expenses incurred in the event of non-payment shall be borne by the member.

Article 11. *Other debts.*

Members who owe any amount to the Club, other than those provided for in Article 14, shall be required to make payment within a maximum period of 1 month from the day following notification of the debt.

Upon expiration of the aforementioned period without payment of the amounts owed, the Management shall adopt measures similar to the case of non-payment of membership dues.

CHAPTER TWO

Use of club facilities.

Article 12. Entrance to the premises and access control.

1. All members are obliged to show their membership card (or another form of registration) at the entrance to the club upon request of any employee.

2. Likewise, the membership card or guest tickets shall be displayed within the premises at the request of any employee who so requests.

3. The ownership is nominative and non-transferable. The registration is individual, it cannot be assigned or transferred, temporarily or definitively.

4. Failure to comply with this requirement will result in the impossibility of entering the Club or, if applicable, having to leave it.

5. Guests and non-members must have their entrance ticket and a personal identification document available to Club staff.

6. Without prejudice to the provisions of paragraph 3 of this article, the use of a membership card that is not held shall directly affect the holder of said card, who shall be suspended from membership for a minimum period of two months and, in the event of a repeat offence, for a period of six months to one year, having to pay, during the period of the sanction, the established fees in full and once the case has been studied by the Club's Management.

Exceptions to the provisions of the preceding paragraph are cases of theft or theft of a cardholder's card, duly justified.

In case of loss or misplacement, a new card will be issued upon payment of its cost. Procedures will only be carried out during opening hours.

Article 13. Use of facilities and services.

1. The use of the facilities and services of the club are governed by the RULES OF USE OF THE SOCIAL AND SPORTS CLUB "Mallorca Country Club", and by the other provisions contained in these regulations.

2. The member or user shall be responsible for the behavior of their children or accompanying minors and for the damage and damage caused by them, all without prejudice to the disciplinary responsibilities required under the provisions of these regulations.

Notwithstanding the foregoing, minors under 10 years of age shall not be sanctioned, and the corresponding sanctions shall fall on the Full Member.

3. Those invited by a member to perform a specific sports practice may not use the rest of the sports facilities. In case of non-compliance with this provision, the member who has introduced him/her to the Club will be reprimanded and will have to pay double the amount established for the normal use of the aforementioned service.

4. The Club premises may not be used for private personal purposes, other than those corresponding to the member as a member of the Club community, except for those activities or events authorized by the Club Management.

5. The various sports activities of the Club will have assigned external monitors who, upon payment of amounts stipulated and approved by the Management, will give individual or group classes to members and other users, not being allowed to teach classes or training sessions are conducted by persons not expressly authorized by the club.

The sport instructors will be authorized a schedule of classes to teach the activity and may not leave it without the express authorization of the Management. In exceptional cases, they will request it in writing to the Management.

Article 14.- *Limitation of liability.*

You understand and agree that the Club's facilities are unattended and that no employee is on the premises to assist you in using the equipment and performing the exercises or to provide you with any supervision and acknowledge that there is a potential risk as with any physical activity (including the risks of physical injury and death).

The user voluntarily assumes all risks of injury, releases from liability and waives his rights to claim any compensation from the owner of the Club, its shareholders, employees, agents and successors.

He/she also waives all rights to claim economic damages or any other compensation for any incident that may occur to him/her at the Club.

The Club and its staff shall not be responsible for the loss, damage or theft of any property belonging to users.

Article 15.- *Applicable law and jurisdiction of express submission.*

These general conditions shall be governed by the provisions of the Spanish legislation in force at any given time.

For the interpretation and resolution of any discrepancy relating to the interpretation or application of this document, the parties, waiving their own jurisdiction, submit to the Courts of Palma de Mallorca.

By signing and sending the membership registration form, the signatory declares that he/she has read, understands and agrees with the rules herein, expressly accepting them.

ANNEX

RULES OF USE OF THE SOCIAL AND SPORTS CLUB "MALLORCA COUNTRY CLUB".

With the desire to regulate the actions that occur or may occur in the facilities of the Social and Sports Club "*Mallorca Country Club*" in relation to users or employees, based in any case in the courtesy and manners of good conduct, we have developed a set of rules that will be mandatory for all.

The Management of the Club, wishing to facilitate the good coexistence and enjoyment of the facilities, prepares these rules in order to publish them and provide them to all users for their knowledge.

Chapter I. General Rules.

First. Access to the facilities and rates.

1. To access the Club it will be essential to show the membership card at the access control of the main gate or in those accesses established in the events listed in the preceding paragraph. This card may be requested at any time by Club employees as a control measure.

2. The opening and closing times, as well as the hours of use of the courts will be freely determined by the Club, in accordance with current regulations and will be published on its website.

Second. Use of the facilities.. Surveillance and sports accidents.

The use and enjoyment of the club and its facilities will be made by users under their own responsibility, and in any case, they must make proper use of them, using them according to its destination,

In no event shall the club or its staff be responsible for the personal effects of members or persons entering the premises, and/or for the supervision or care of minors on its premises.

Members and other users of the Club will be exclusively responsible for themselves and those persons for whom they are responsible in case of accident. The Club recommends passing a medical examination prior to the start of the activity to assess their fitness for exercise without risk to their physical health.

Access to or use of the facilities is forbidden to any person suffering from communicable or infectious diseases, under the drugs effects or who, in general, is not in good health.

. The MEMBER declares to be in good physical condition and not to have knowledge of any medical or other reason for which he/she cannot practice physical exercise, exempting the Club from any liability that the practice of physical exercise may produce in his/her health.

In the event of a sporting accident, the Club's managers will be contacted to complete the necessary documentation or formalities that are in force at any given time.

Animals are not allowed on the premises. Exceptions are "guide dogs" for the blind or handicapped. Dogs properly leashed are allowed in the restaurant

The use of the swimming pool and gymnasium by persons under 16 years of age is prohibited.

Third. Claims.

All users will have a complaint form available at the club's reception desk.

Four. Club Activities.

In all sports facilities, priority will be given to activities and events organized by the Management, as they are considered to be of general benefit.

Chapter II. Specific rules for installations.

Fifth. Use of changing rooms.

1. Children under 16 years of age are not allowed to remain in the adults' locker rooms, unless accompanied by them, or authorized by the Management, and as a consequence of having performed a sporting activity.

2. Cleaning shoes or clothes in showers, sinks, etc. is strictly prohibited.

3. For hygienic, space and security reasons, please do not leave clothes, bags or other personal belongings, for whose theft, damage or loss, in no case the club or its staff will be responsible.

Sixth. Swimming pools.

1. The season of use of the pools will be determined by the Club Management, setting dates and times of opening and closing.

The Club will not be responsible for any damage to persons or things caused by their use in periods when, by decision of the Club Management or outside the established schedules, they must remain closed, reserving the adoption of measures for those who violate this provision.

2. Children under 16 years of age are not authorized to use the pool.

3. The rules for the use of the pool can be found at the entrance to the pool or at the Club reception.

4. All users must abide by the indications that may be given by those responsible for the facilities.

Seventh. Green areas.

The proper use and maintenance of the facilities is the responsibility of all users, who must use it respectfully, avoiding the use of elements that may disturb other members or cause damage to the facilities

Eighth. *Tennis and Paddle.*

1. In the Tennis and Paddle courts, for sporting purposes, the rules approved by the corresponding federation shall apply.
2. The schedule of games shall be those approved and published by the Club at any given time.
3. The use of these facilities must be done with the corresponding sports clothing, not being able to be inside them with street clothes or footwear, except for club staff.
4. It is strictly forbidden to play on the courts without having previously made a reservation.
5. Users of grass courts must wear specific footwear for this surface.

Ninth. *Tennis and Paddle Tennis Courts Reservation.*

1. Members and users can make their reservations in person, by telephone or through the website www.mallorcacountryclub.es. On the website you will be able to see the occupancy status of the slopes.

2. Members may cancel reservations online or in person.

Cancellations may be made no more than six hours before the start of the reserved period. If the cancellation is not made in due time and form, a charge equivalent to 50% of the reservation will be made.

4. The reservation of courts shall be made in accordance with the following rules.

a) Reserve times shall be in minimum fractions of 1 hour and maximum fractions of 2 hours.

b) No more than one court may be reserved consecutively.

c) The reservation fee does not include the lighting of the courts, which will be paid separately.

Tenth. *Reservations for private events at the Club. Tournaments and events.*

The Club reserves the right to organize or allow the organization or celebration of private events in its facilities, such as, but not limited to, shows, tournaments, etc...

During the events that may be organized or held at the Club, as well as during the days or weeks before and after them determined by the Club, members may not use certain courts or facilities or, where appropriate, the entire Club without this entitling the suspension of the obligation to pay the fee or its partial refund.

The Club will keep its members promptly informed of scheduled and confirmed events, informing them of the dates on which they will take place. It will also inform its members, as soon as possible, of the periods during which all or part of the Club's facilities may not be used.

Eleventh. Cafeteria and restaurant.

It is allowed to enter the cafeteria and restaurant services in sports clothes, observing the most elementary rules of composure, hygiene and esthetics.

Non-members may access the Restaurant and enjoy the services offered, but may not use other facilities.

Twelfth. Fortuitous event and force majeure.

Under no circumstances shall the Club be liable for any event that could not have been foreseen or foreseen to be unavoidable, including but not limited to natural catastrophes, wars, pandemics or health crises.

Only in the event that, as a result of any of these events or decisions of the authorities, the Club is unable to open to the public, the collection of dues will be suspended for members.

Thirteenth.- Disciplinary regime.

In case of non-compliance with these rules of use, the club reserves the right to adopt the appropriate disciplinary measures, which may lead to the expulsion of the premises and even the loss of the status of Club Member, temporarily or permanent

A copy of the rules of disciplinary regime may be requested by the Members at the reception of the Club.