MTCHMKR LTD (**MM**) is registered in England and Wales against company number 13955219.

MM is a mobile/web-based application to encourage more people to play sport and be active within their local communities.

MM is available to be downloaded from all major App stores completely free of charge.

You may be the host, or contender, or both (although not in the same match)

Hosts will have the opportunity to request games at their convenience at their criteria,

Contenders will be shared suitable matches via push notifications and in-app messages and will be able to accept requested matches at their convenience.

We only offer suggestions as to possible suitable matches based on search criteria provided by you. Our matches may not be perfect but are made to be as fair and enjoyable as possible for all.

All users accept the following terms when you use MM:

**MTCHMKR**

Our Agreement

MM is provided to you subject to the terms and conditions set out in this agreement, as well as the Privacy Policy as referenced here (together the **Agreement**). By using MM, you are deemed to have agreed to the Agreement. If you are using MM for an organisation, you are deemed to have agreed to the Agreement on behalf of the organisation and you represent that you have the authority to do so.

Changes to the Agreement

MM may modify the Agreement from time to time by notifying you via MM and making the latest version of this and other relevant documents available on our website (mtchmkr.co.uk). You are deemed to have agreed to any changes to the Agreement by continuing to use MM.

Your Account

You use MM by creating an account using your email address.

You will be required to verify your email address to access MM.

You agree not to create an Account with someone else’s email address or use the Service through someone else’s Account.

Eligibility

MM is only available to people who are at least 13 years old.

Suspension of your Account

MM reserves the right to suspend or terminate your account or otherwise deny you access to MM without notice to you if we determine, in our sole discretion, that you have violated the Agreement at any time.

Personal Data and Privacy

Whilst you use MM, we will process (the term process in this Agreement shall have the meaning given by the Data Protection Act 2018, or “UK GDPR”) certain personal data about you.

We take your data privacy very seriously and we refer you to our Privacy Policy which explains in detail what personal data we collect, how we process your personal data, your rights under the UK GDPR and how you exercise them, and other important details about how we treat your personal data.

Fees and Charges

MM is available to be downloaded from all major App stores completely free of charge.

All booking fees, table fees and cancellation fees are subject to each club and the responsibility of the host

MM offers in-app purchases

**HOSTS/CONTENDERS**

Event details and other content

We are not responsible for, and do not actively verify, the accuracy or validity of any information or content posted by users in MM.

You agree that you will not hold us responsible for any damage or loss caused to you by the inaccuracy or invalidity of content posted in MM.

Behaviour at Matches

You acknowledge that participation in a match, which involves playing sports, carry inherent risks such as bodily injury, disability, or death.

As an intermediary connecting you to matches, we are not responsible for any injuries, disabilities or deaths that may occur due to any match, and you agree to release us from any resulting financial and legal liabilities.

By participating in a match, you agree that you have freely chosen to assume these risks and agree not to participate in a way that would endanger or otherwise increase the risks to yourself and other players.

Whilst attending a match made by MM you agree to act in the manner associated with snooker/pool halls. Keeping volume to a minimum, not moving under shooting etc. Every effort must be made to conduct yourself in a proper manner.

Any use of violence, drugs and/or excessive foul language will result in expulsion from MM.

MM reserves the right to ban or temporarily withhold access to any member.

Illness

In the event you cannot attend a match due to illness, please inform your opponent ASAP so that an alternate opponent can be found.

Repeat offenders will be monitored and MM reserves the right to ban or temporarily withhold access to any member.

Lateness

In the event of lateness, please inform your opponent ASAP.

If you are more than 30mins late, the match will be forfeited and awarded to your opponent.

Cancellations and refunds

The cancellation and refund policy for a match is set by the individual clubs and venues and is not the responsibility of MM. MM acts solely as the scheduler for the match, and you agree that you will not hold us responsible for the reasonableness or execution of such policies.

The host is responsible for the booking and any subsequent cancellation fees and/or refund.

Personalising the Service to you

MM works by actively connecting hosts to potential contenders based on search criteria set by the host.

You agree to receive match requests via push notification in MM.

Requesting Matches

You agree to not post any false or misleading content that could result in harm or inconvenience to other hosts or contenders using MM.

You agree not to request a match in MM unless you have secured the necessary venue booking and host the match in a way that reflects any expectations set by your description of it, including any responses you have provided through MM or other messaging service.

Use of Facilities

You agree to comply with any usage rules communicated to you by the host venue and agree to not host your match or allow contenders to take part in such a way that would cause damage to a venue, beyond any wear and tear that can be reasonably expected from playing sports.

You agree to comply with any usage rules communicated (verbally, electronically or physically at the venue)

Booking Facilities

Venue bookings are the sole responsibility of the host.

If you make a booking and pay for a slot at a venue, you agree that it is your responsibility to ensure you have made the correct booking for your needs.

**STARS AND SCORING**

Registration

Upon registering for MM, you will be asked to self-certify your ability based on a 5-star rating (5 being the best and 1 being beginner level)

Adjustments

MM will make adjustments to this rating based on your previous 5 results in the interest of trying to keep matches as fair as possible.

Head starts

To make all matches as even as possible, the following head starts will be given for every 5 frames played:

5-star Vs 1 or 2 star = 2 head start

5-star Vs 3 star = 1 head start

4-star Vs 1 or 2 star = 1 head start

So, if 5-star plays 2-star for 15 frames, 6 frame lead will be registered.

Scoring

MM provides an in-app scorecard to allow you to track the score of your match.

Upon completion of match, your match score will be recorded by MM and posted on your history

Each score will contribute towards adjusting the star rating.

**GENERAL**

Third party sites and services

Certain features of MM are provided by third-party providers, for example, online payment services. If you use such features, you agree to comply with the terms and conditions of any such third-party providers. We are not a party to your agreement with such third-party providers and will not be liable or responsible for your use of their services.

Warranty and changes to MM

MM is provided to you as-is and on an as-available basis, and we make no warranty or representation that MM will meet your requirements, be fit for your purposes or be compatible with your devices.

We reserve the right to modify or discontinue some or all the functionality of MM, with or without notice at any time.

MM reserve the right to sell part or all of the business to any party at any time without prior notification to members and/or users.

MM reserve the right to restructure the business at any time without prior notification to members and/or users.

Indemnity

You agree to indemnify and hold us and our employees, directors, and shareholders, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of the Service and any content you provide, your violation of any law, statute, ordinance or regulation or the rights of a third party.

Without limiting the foregoing, you, agree to indemnify and hold us and our employees, directors, and shareholders harmless from any claim or demand, including reasonable attorneys' fees, made by any users of the Service or third party due to or arising out of your use of the Service.

Disabilities

Whilst every effort is made to accommodate disabled members, MM cannot be held responsible for (in)access at any venue, this is solely the responsibility of the venue.

Law and jurisdiction

This Agreement shall be governed by and construed in accordance with the Law of England and Wales. You and MM agree to submit to the exclusive jurisdiction of the Courts of England and Wales.