

Partner Terms

For Facility Owners · Version 2026-09 · Last updated August 2026

These Partner Terms ("Partner Terms") govern the relationship between SmartPlayr ("we", "our", "us") and the operator of a sports facility that is listed on SmartPlayr ("you", the "Facility Owner"). They apply in addition to the [SmartPlayr Terms of Service](#), which govern use of the application itself. Where the two conflict on a commercial matter, these Partner Terms prevail.

You accept these Partner Terms when you activate your management account, and each time you accept a new version presented to you in the management application. The version you accepted, and the date you accepted it, are recorded in your account.

1. What we provide

SmartPlayr is software you use to publish your courts, take bookings and collect payment for them. We provide the management application, the player application in which your facility is listed, the booking and payment infrastructure, and the supporting tools described in your account (calendar, tournaments, loyalty, pricing tools, booking import and promotion campaigns).

We are a technology and payment-facilitation provider. We do not operate your facility, do not provide sports services to players, and are not a party to the booking contract concluded between you and a player.

2. Your account and your facility

- You are responsible for the accuracy of your listing: courts, sports, opening hours, prices, cancellation policy, photographs and contact details.
- You must honour every booking confirmed through the Service, and you must keep your calendar and availability current so that players are not sold slots you cannot deliver.
- You are responsible for the safety, condition, insurance and lawful operation of your facility, and for all applicable permits, taxes and local regulations.
- You are responsible for every user you invite to your management account and for what they do with it.
- You must keep your fiscal identity (legal name, tax identification, registered office) accurate, because it appears on the invoices issued through the Service.

3. Commission and your Commercial Terms

The commission rate that applies to your facility is not fixed in this document. It is stated in your Commercial Terms, shown in the management application under Settings, together with the date from which it applies. Rates differ between facilities. The rate displayed there at the time a booking is paid is the rate that applies to that booking.

Commission. For each booking paid online through the Service, SmartPlayr charges you a commission calculated as a percentage of the court price you set. Your Commercial Terms state that percentage. Bookings you take at your own desk, outside the Service, carry no commission.

How the commission is funded. The commission and the payment processing cost are added on top of your court price at checkout and are paid by the player, so the amount you receive for a booking is the full court price you set. Nothing is deducted from your price.

Collection mandate. You authorise SmartPlayr to collect booking payments from players in your name and on your behalf through our payment processor (Stripe), and to retain the commission and the payment processing costs from the amounts collected before they are settled to you. You remain the provider of the sports services booked and the issuer of the booking invoice to the player, for the full amount the player pays.

Invoicing mandate. Where you connect your own invoicing provider to the Service, you authorise SmartPlayr to issue the booking invoices and their credit notes in your name and on your behalf, on your provider account, using your invoice series and your fiscal identity. They remain your documents: you are the issuer of record, you are responsible for their fiscal content, and you may inspect and withdraw them through your provider at any time. Any notification your tax authority requires for invoices issued by a third party on your behalf remains your responsibility, and we will tell you what we do so you can make it.

Commission invoices. SmartPlayr issues you a periodic invoice for the commission and related charges retained during the period, together with a per-booking breakdown available in the management application. This invoice is bookkeeping for amounts already retained; it is not an additional charge.

Monthly settlement statement. For each calendar month, SmartPlayr makes available to you in the management application a settlement statement showing, for that month: the amounts collected from players in your name, the commission and payment processing costs invoiced to you, the refunds and chargebacks that occurred, and the resulting net amount settled to you. The statement identifies each movement individually and references the corresponding commission invoice.

Set-off and acceptance. The amounts SmartPlayr owes you for sums collected in your name and the amounts you owe SmartPlayr under the commission invoice are reciprocal debts and are extinguished by set-off up to the lesser of the two; only the difference is transferred. The settlement statement is the written record of that set-off. You have 15 days from the date the statement is made available to raise an objection through the management application. If you do not object within that period, the statement is deemed accepted and the period it covers is closed. Any correction agreed

after a statement has been accepted is made through a separate entry in the following month's statement, never by amending an accepted one.

4. Changes to the commission

We may change your commission percentage by giving you at least 30 days' prior notice by email and in the management application. The notice states the new percentage and the date it takes effect, and your Commercial Terms show the scheduled change for the whole notice period.

The new percentage applies only to bookings paid after the effective date. Bookings already paid keep the percentage in force at the time of payment. If you do not agree with the change, you may delist your facility and stop using the Service before the effective date, at no cost. Continued use of the Service after the effective date constitutes acceptance of the new percentage.

5. Subscription fees

Access to the management application is currently provided free of charge: there is no subscription fee, no setup fee and no minimum term. We may introduce a subscription fee in future. If we do, we will give you at least 30 days' prior notice by email and in the management application, and the fee will apply only from the effective date stated in that notice. Notice of a subscription fee is given on the same terms as a commission change under Section 4, including your right to stop using the Service before it takes effect.

6. Payouts

Booking payments are settled to the bank account registered on your own payment-processor account, on that processor's payout schedule. You are responsible for completing and maintaining the identity and bank details that processor requires; until they are complete, payouts may be withheld by the processor. SmartPlayr does not hold your funds beyond the collection and retention described in Section 3.

7. Cancellations, refunds and chargebacks

- You set the cancellation policy shown to players before they book, and it binds you once a booking is confirmed.
- Where a refund is due under your policy or under these Partner Terms, it is issued to the player's original payment method, and the corresponding amounts are reversed from your settlements.
- Payment processing costs already incurred are not recovered on a refund.
- You are responsible for chargebacks and disputes arising from bookings at your facility, including the processor's dispute fees, except where the dispute is caused by our failure.
- If you cancel a confirmed booking, or your facility cannot deliver it, the player is refunded in full.

8. Promotion campaigns

Promotion campaigns are optional and are paid for in credits, separately from anything else in these Partner Terms. Credits are bought in advance, consumed as campaigns are sent, and are not refundable once consumed. Campaign content must be accurate and must comply with applicable advertising and electronic-communication rules; we may refuse or stop a campaign that does not. Sending frequency is capped per venue and across the platform to protect players from over-messaging.

9. Data protection

Each of us is an independent controller for the personal data we determine the purposes of: SmartPlayr for the player accounts and the platform, you for your own customer records and your facility's operations. For the booking data we make available to you about your players, you may use it only to deliver and support the bookings made at your facility and to meet your legal obligations, and not for unrelated marketing. Each of us implements appropriate technical and organisational measures and assists the other as far as reasonably necessary with data subject requests and incident notifications.

10. Confidentiality

Neither of us discloses the other's non-public commercial information — including commission rates, volumes and roadmap information — to third parties, except to advisers under equivalent confidentiality obligations or where disclosure is required by law.

11. Intellectual property

SmartPlayr retains all rights in the Service, its software, branding and design. You retain all rights in your own name, marks, photographs and content, and you grant us a non-exclusive, royalty-free licence to display them in the player application, on our website and in materials promoting your listing, for as long as your facility is listed.

12. Suspension and termination

- You may stop using the Service and delist your facility at any time. Bookings already confirmed must still be honoured or refunded.
- We may suspend or terminate your access if you breach these Partner Terms, if your listing endangers players, if you repeatedly fail to honour bookings, or where required by law. Where the breach can be cured, we give notice and a reasonable opportunity to cure first.
- On termination, we settle amounts owed to you and you settle amounts owed to us, and we retain records required by law.
- Sections 3 (for bookings already paid), 7, 9, 10, 11, 13 and 14 survive termination.

13. Liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special or consequential loss, including loss of profit, revenue, data or goodwill. Our total liability to you for any claim is limited to the total commission you paid us in the 12 months preceding the event giving rise to the claim. Nothing here excludes liability that cannot be excluded by law, including for death or personal injury caused by negligence, or for fraud.

You indemnify SmartPlayr against claims brought by players or third parties arising from the condition or operation of your facility, from bookings you failed to honour, or from your breach of these Partner Terms.

14. Changes to these Partner Terms

We may update these Partner Terms. Material changes are notified by email and in the management application at least 30 days before they take effect, and the new version is presented for your acceptance. Changes to your commission are governed by Section 4 and changes to subscription fees by Section 5, whether or not this document changes.

15. Governing law

These Partner Terms are governed by the laws of the jurisdiction in which SmartPlayr is established, without regard to conflict of law principles, and disputes are subject to the exclusive jurisdiction of the competent courts of that jurisdiction. This Section does not affect mandatory rights you may have under the law of your own place of establishment.

16. Contact

For questions about these Partner Terms, or about your Commercial Terms, contact us at info@smartplayr.com.