## **Payment Terms and Conditions 12 month contract**

## **Principle Terms**

- The agreement commences from {INSERT DATE HERE} for a period of 12 months.
- Membership is for a minimum period of 12 months from the start date.
- Members are entitled to all rights and privileges for the type of membership chosen.
- This agreement is non-transferable

## Fees and Charges (Direct Debit and Annual)

The fee relates exclusively to access and privileges granted per the membership type to Nuneaton Borough FC facilities.

- 1. All payments for membership is due in advance as follows:
  - a. Annual Membership: Payment in full before commencement of membership
  - **b. Monthly Direct Debit memberships:** An initial payment, followed by monthly advance payments on a chosen date by Direct Debit.
- **2.** All payments are non-refundable except in the circumstances where:
  - a. There has been a breach or negligence by us or
  - **b.** On the valid exercise of your Statutory cancellation rights.
- 3. All monthly membership payments shall be paid by Direct Debit and are payable monthly in advance.
- 4. A minimum of 12 monthly payments are required before this contract may be terminated (this includes any initial payment). Once you have completed the 12 monthly Direct Debit payments you can cancel your automatic renewal payments anytime by contacting us and giving 30 days notice in advance. You should not cancel your Direct Debit mandate with the bank until the final months payment has been drawn.
- 5. If you fail to pay any amount due under this agreement, you will be denied access to the facilities until the amount due has been paid in full.
- 6. You agree to advise us promptly of any change to the member details provided.
- 7. Annual membership payments purchased at discounted rates are non-refundable.
- 8. Monthly Membership fees may be increased, subject to 30 days notice at the discretion of Nuneaton Borough FC.
- 9. A member whose membership is terminated shall forfeit all the privileges associated with membership with immediate effect, there will be no entitlement to refund of any monthly membership charges already paid.
- 10. For members under 18 only (third party payer) the agreement to pay is with the person who gives consent to the membership, this must be the same person who makes the payment in full or initial payment and subsequent payments. It is the person over 18 who signs these terms and conditions and pays the membership fee that will be responsible for any breach of these terms and conditions.

## **Fair Cancellation**

- 11. Only under the following circumstances will we consider the cancellation of a membership within the first 12 months of a Direct Debit membership.
- 12. Long Term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which is in the opinion of a suitably qualified medical practitioner. Appropriate Proof must be provided.

- 13. Hardship: this agreement may be cancelled where the members financial circumstances have reduced to the extent where it makes it difficult to sustain the membership. Appropriate proof must be provided. E.g.
  - a. Redundancy or loss of employment
- 14. Please Note cancellation for the above reasons will not be effected until the appropriate proof is received in writing or via e-mail. Appropriate proof may be in the form of an official document or a written statement by a medical practitioner, employer or other official.
- 15. Breach: this agreement may be cancelled if Nuneaton Borough FC is in breach of this contract. This includes not providing facilities or services which may be reasonably expected by the member.
- 16. Nuneaton Borough FC may also terminate this agreement with immediate effect on notice to the member, if there is a breach of rules e.g. Theft or Criminal Activity within the facilities
- 17. A membership cancellation will not be implemented until the appropriate evidence is provided by the customer and received in writing or via e-mail by Nuneaton Borough FC giving 30 days notice in advance.