

DIRECT DEBIT PAYMENT TERMS & CONDITIONS

Membership management services provided by GKR Karate Admin Services LLP 01619295577 / membershipuk@gkrkarate.com / Unit 10, Foundry 10, Widnes Business Park, Waterside Lane, Widnes, WA8 8GU. Reg. in England No. OC318437 VAT Reg. No. GB 884970368

PRINCIPLE TERMS

1. This agreement is an agreement between you, and GKR Karate Admin Services LLP (“GKR Karate”).

This agreement commences once you have indicated your acceptance to sign up for a membership and monthly/ periodic training fee. If you did not sign up on the club’s premises you have 14 full days after signup or until the digital pass is used to cancel this agreement for any reason. To exercise this right you must inform GKR Karate by post or email using the details above. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.

2. Your membership starts immediately.

3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.

4. GoCardless process Direct Debit payments on behalf of GKR Karate. GKR Karate create payments for our customers using GoCardless’s system and they then process these according to the parameters and instructions we have set. These terms and conditions explain how GoCardless will operate, when it collects payments from your bank account.

GoCardless Terms and Conditions

Definitions

Unless otherwise defined in these terms and conditions (the “GoCardless Terms”), capitalised terms have the meaning given to them in the Conditions of Instruction to Accept Direct Debits” (“Bank Terms”).

Customer means the person or entity identified as such on the Application, who intends to make payments to the Merchant by way of direct debit (also referred to as “you” and “your” in these Terms and Conditions).

Direct Debit Instruction means the application form containing the GoCardless Terms and the Bank Terms and completed by you for the purposes of authorising payments to be made from your bank account to the Merchant by way of direct debit.

GoCardless means GoCardless Limited, the payment service provider authorised by the Merchant to process direct debit payments made by you to it, on its behalf. The “Initiator” in the “Conditions of Instruction to Accept Direct Debits” above is GoCardless.

Merchant means the person or entity that the Customer intends to make payments to by way of direct debit, and identified as such on the Application.

Direct Debit Instruction

By completing the Direct Debit Instruction, you agree to be bound by the Bank Terms in addition to the GoCardless Terms.

You acknowledge that by completing the Direct Debit Instruction, you are authorising the Merchant to debit your nominated bank account (as it appears on the Direct Debit Instruction) for the amounts and at the frequency set out in the Direct Debit Instruction. You acknowledge that GoCardless provides direct debit payment processing activities to the Merchant and as such, where GoCardless is instructed by the Merchant, GoCardless will debit your nominated bank in accordance with the instruction.

Any changes to the information provided by you on the Direct Debit Instruction must be communicated by you directly to the Merchant. You acknowledge that GoCardless will not accept any instruction directly from you to vary the Direct Debit Instruction.

Liability of GoCardless

GoCardless may cease providing the Merchant with direct debit payment processing services upon written notice to the Merchant in accordance with the agreement entered into by GoCardless and the Merchant for the supply of those services. In such circumstances, GoCardless will cease accepting the Merchant’s instruction to debit your nominated bank account in connection with the Direct Debit Instruction. If you continue to receive goods or services from the Merchant, you must contact the Merchant directly to set up an alternative payment method.

GoCardless will not be responsible for any delay that may occur in processing a direct debit payment on the Merchant’s behalf if:

- there is a public holiday on the day or on the day after a payment is due to be made;
- a payment is received either on a day that is not a business day or after the normal close of business on a business day;
- GoCardless does not receive the Direct Debit Instruction in sufficient time to process the payment; or
- the Direct Debit Instruction is not duly completed.

You acknowledge that GoCardless is not involved in the supply of any goods and/or services to you, and any disputes regarding the supply of any goods and/or services for which you have made payment for in connection with the Direct Debit Instruction are to be dealt with directly by you and the Merchant. GoCardless has no involvement in or express or implied liability in relation to any goods or services provided by the Merchant.

Nothing in the GoCardless Terms or the Bank Terms creates any relationship or liability between GoCardless and you for any purpose and any disputes regarding any payments debited from your nominated bank account should be directed to the Merchant.

FEES AND CHARGES

5. The Membership Fee is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principle Terms above.

6. Your obligations to GKR Karate include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.

7. You agree to advise us promptly of any change to the Members Details provided.

8. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we will cancel your digit training pass without any further notification.

AUTOMATIC RENEWAL

10. Once you have completed the Minimum No. of Direct Debit Payments (1 monthly payment) we will automatically continue collecting the Direct Debit Payment Amount every month. This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice.

11. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting us (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

CANCELLATION

13. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

14. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

15. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

16. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by GKR Karate.

17. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

FREEZING

18. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time. Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by GKR Karate. Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

GENERAL TERMS

19. You agree to comply with the Dojo Kun which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.

20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

21. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.

22. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

23. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

24. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.