

# Williamson & Soden



## Solicitors

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Allison Scott	Stanley Shortt
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**Associates:**

Lynne Goldsby FILEX	Angela Beck FILEX
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**Practice Manager:** Stephen Parkes

Our Ref : SJR/KL/ASHBOURNE  
Your Ref : CA/UCT/C/FH-484/00

12 September, 2001

Mr C Garland  
Office of Fair Trading  
Fleetbank House  
2 - 6 Salisbury Square  
London  
EC4Y 8JX

Dear Sir

**Our Client: Ashbourne Management Services Limited  
Unfair Terms in Consumer Contracts Regulations 1999 ("the Regulations")**

Thank you for your letter of 10<sup>th</sup> September, received by us today. We enclose a copy of our client's amended contract as requested.

Yours faithfully

*W&S*

**WILLIAMSON & SODEN**

Encs.

Also at:

Citadel, 190 Corporation Street, Birmingham, B4 6QB.  
Telephone : 0121-212 1155 Fax : 0121-212 4961

Williamson & Soden are regulated by the Law Society in the conduct of Investment Business



A QUALITY SERVICE 11  
Approved by the Legal Aid Board

24 Hour Emergency Helpline  
0121 778 5000

*Invoice 2*

# Ashbourne Management Services Ltd

Club Name: ..... Club Postcode: .....  
 Club Membership Number: .....  
 Regus Centre  
 Central Boulevard  
 Blythe Valley Park  
 Solihull B90 8AG  
 Telephone: 01564 711230

## MEMBERS DETAILS:

Name: ..... Male  Female   
 Home Address: ..... Home Tel No: .....  
 ..... Postcode: .....  
 Business Name: ..... Position: .....  
 Business Address: ..... Bus Tel No: .....  
 ..... Postcode: .....  
 Date of Birth: ..... Marital Status: ..... Spouse Name: .....

How did you hear about the club? Advertisement  Sign  Referral  Other

Membership Type: ..... Initial Payment: ..... Monthly Payment: .....  
 Monthly payment date (please circle) 1st 9th 17th 24th

Please allow 10 working days prior to first payment date

Members signature: ..... Date: .....

I have been advised that I should read the terms and conditions overleaf and I am signing for a minimum of 12 months.

Additional information: .....

NOTE: PLEASE LEAVE ASHBOURNE REFERENCE NUMBER BOX BLANK

## DEBIT ORDER MANDATE PLEASE DEBIT MY ACCOUNT EACH MONTH UNTIL FURTHER NOTICE

Debit Credit	Branch	Sort Code	Account Name	Account No.
Days Bank Plc	150 Parade, Leamington Spa CV32 4AZ	20 - 48 - 08	Ashbourne Management Services Ltd	50424730

Amount in figures: ..... Amount in words: ..... Date of first payment: .....

THE MANAGER	Sort Code	Account No.	Name of Account Holder(s)
.....	.....	.....	.....

Please quote Ashbourne Reference Number  
.....

Code 12 ..... Signature: ..... Date: .....

## Terms and Conditions

### 1. Operation of Facilities

- A: We the club shall, through our duly authorised representative(s), manage and operate the facilities of the Club and deal with all matters relating thereto.
- B: All monies paid by you to us (including, without limitation, entrance fees, subscriptions and other receipts) shall be our property and in no circumstances shall any distribution of monies be made to you whether on termination of your membership of the club or otherwise. This does not affect your legal rights.

### 2. Membership

- A: You will remain a member of the club for the minimum period of one year after which your membership of the club will continue for further consecutive one year periods unless your membership is cancelled by you giving to the club secretary not less than one months notice in writing to expire on or before the end of any such one year period in which it is given provided that at the time of cancellation all monies owing by you to us have been paid.

### 3. Payment

- A: The initial subscription fee specified overleaf must be paid in full on the date specified overleaf and is non-refundable except in circumstances where the club terminates this agreement without reasonable cause and has been negligent or is in breach of contract.
- B: The monthly membership charge is payable prior to the beginning of the month to which it relates as specified overleaf at which time if you have made use of the facilities not included within the membership type specified overleaf which have not then been paid for you will also be billed for such use.
- C: If your membership of the club is terminated for any reason you shall pay us forthwith all sums then due and outstanding by you to us.