

## Facilities Agreement

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2006

Between : -

1.0 **Ashbourne Management Services Ltd whose registered office is :-**  
**29 Warwick Road Coventry CV1 2ES** (The Company)

2.0

(The Customer)

- 3.0 The Customer empowers The Company to collect memberships and other regular payments by Bankers Order on their behalf.
- 4.0 The Company agrees to pay The Customer the fees collected twice per month less the management fee. Details of which are given below in 9.0 / 9.1.
- 5.0 The Customer will supply accurate information regarding the members.
- 4.0 The term of this agreement will be 1 Year (the primary period), and will be renewed automatically on an annual basis from there after, provided neither party has given prior notices to terminate.
- 7.0 There will be no price increase by the Company for the primary period of this agreement.
- 8.0 The annual price increase will be ruled by the prevailing retail price index.
- 9.0 The management fee charged per collection member per year is as follows in 9.1.
- 9.1 £14.95 for monthly collection on a pre-legal basis.
- 10.1 All completed forms and documents relating to the collection of members must be sent to The Companies processing address at, Ashbourne Management Services Ltd, Regus Centre, Central Boulevard, Blythe Valley Park, Solihull, B90 8AG. Also known as PO Box 10920.

Signed for The Company :-

Signed for The Customer :-

Name :- *John Clayton-Wright*

Name :-

Position :- *Director*

Position :-

## TERMS AND CONDITIONS

### **1. Membership**

If you sign this agreement, you will become a member of the club that is referred to overleaf.  
This agreement sets out the terms that will govern the relationship between us, the club that is referred to overleaf, and you, a member of our club.

### **2. Membership Period**

**You agree to remain a member for the "Minimum Membership Period" that you have chosen**

You have chosen the "Minimum Membership Period" referred to overleaf.

Your membership will automatically be extended once the minimum membership period has ended for consecutive one month periods unless (a) this agreement has already been terminated or (b) either party has given one month's prior written notice of its intention to cancel it.

### **3. Cancellation**

Either party may cancel your membership by (a) giving one month's prior written notice one month before the end of the minimum membership period or (b) by giving one month's prior written notice at any time thereafter.

You must provide such notice to Ashbourne Management Services Ltd at the address shown overleaf.

We must provide such notice to you at either the address overleaf or such other address as you may provide in writing to Ashbourne Management Services Ltd.

### **4. Payment**

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full, as and when they fall due, to Ashbourne Management Services Ltd.

All subsequent membership subscriptions are payable by the due date shown overleaf.

Please note that additional charges may be required for certain services (e.g. sauna, massages, physiotherapy etc.).

If you fail to make payment as and when a monthly subscription falls due, Ashbourne Management Services Ltd is authorised to act on our behalf in all respects relating to the debt and may recover the same in its own name.

### **5. Termination**

This agreement may be terminated at any time by either party if a condition of the agreement is breached as set out below.

You may terminate this agreement at any time if we do not provide the facilities or the services you may reasonably expect and (a) we have fallen well below that standard.

We may terminate this agreement at any time if you treat our members or staff without the consideration we may reasonably expect and (a) you have fallen well below that standard or (b) if you have been asked to remedy your conduct, you fail to do so within 7 days of the receipt of a written warning or (c) you do the same thing again within 6 months of the receipt of a written warning.

In the event that this agreement is terminated before the minimum membership period has ended, all sums due to us plus the balance of the monthly subscriptions that would otherwise have fallen due will become payable immediately less 5%.

### **6. Your Responsibilities**

You must treat our members and staff with the consideration you would expect them to show to you. In particular, you must not make remarks which are rude or offensive or behave in a manner that is dishonest, indecent or aggressive.

### **7. Your Rights**

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry out our

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obligations under this agreement, provided that our failure did not occur as a result of your own fault or our breach could not have been avoided even if we those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights contact a Citizen's Advice Bureau.

**8. Data Protection**

If you do not pay everything you owe us or you fail to make a payment as and when it falls due Ashbourne Management Services Ltd may pass on information about you to financial and other organisations. This may affect your credit rating. Subject to that exception, your personal details will not be disclosed to outside organisations and/or individuals without your written consent.

**9. Jurisdiction**

This agreement will be governed by the law of England and Wales. Any disputes arising under it must be dealt with by the courts of England and Wales.