

Terms and conditions for general guided groups and playgroups

1. Overview

The following is a general description of the terms and conditions under which Espoon Sulkapallo-Badminton ry. ("the Club") provides services to its members ("Member"). These terms and conditions form an "Agreement" which is deemed to be formed when a member enrolls or is enrolled by his/her guardian in a group and the Club accepts the enrolment. For the Club, the party to the Agreement is the person who enrolled as a Member or first caregiver.

This Agreement is valid from signature to the end of the following spring season unless specifically terminated. A Member can have only one valid Agreement at a time. By signing this Agreement, all previous Agreements between the Member and the Club are automatically terminated. In case there is debt remaining from any previous Agreements, these remain valid.

These terms and conditions can be updated based on approved decisions made by Board of Directors. New terms and conditions are then applied from the beginning of the month following the approval of the change. In case a Member does not approve the change, he/she is allowed to terminate the Agreement.

1.1 The Club offers its members seasonal playgroups and guided groups for a fee. Group prices vary depending on the content of the group. Group descriptions and pricing info can be found on the Club's website www.esb.fi.

1.2 A guided group includes court fee at the agreed time, the guidance described in the group description and the shuttles needed for training at the instructor's discretion. The content of the instruction is decided by the group instructor. The content of the training does not need to be provided in written form.

1.3 The playing group includes a court fee at a pre-arranged time. The club will only arrange players for a playing group if this is specifically mentioned in the group description.

1.4 It is the Member's responsibility to register for his/her team's training session as agreed and specifically to let the team know if he/she cannot attend. Since the Member's actions affect the whole group, the Member must take into account the guidance given by the coach, and the other participants in the group when taking part.

1.5 Members must have their own indoor sports clothing, a racket and indoor sports shoes.

1.6 The seasons are autumn and spring. The autumn season typically runs from August to December and the spring season from January to May. A season-long contract covers 16 or 18 training sessions. The exact number is indicated in the group description.

1.7 Prices are indicated per season.

2. Changes and corresponding specific situations

2.1 Unless a Member notifies otherwise, he/she is automatically expected to continue his/her seasonal contract from the autumn to the spring.

2.2 By default, a guided group has its own designated instructor, but if necessary, the Club can appoint a substitute instructor.

2.3 Two absences per season can be compensated. The Member agrees with the instructor on the group to be replaced and the time when the replacement will take place. The Club will endeavor to find a group of as similar a level as possible for the substitution. Unused substitute slots do not carry over from one season to the next and will not be refunded.

2.4 The Club may make changes to the schedule of games and guided groups, for example due to holidays or illness. The Club will inform related Members in advance of any changes, and no later than the same day in the case of illness or cancellations. Notification is made on the club's website or via the registration tool used by the training group, such as Nimenhuuto, WhatsApp or MyClub. Despite any changes, the Member will be given the opportunity to participate during the season in the number of hours of training corresponding to the description of the group, as agreed with the instructor. Changes to the schedule made by the Club do not affect the Member's right to substitute two training sessions during the season.

2.5 If a Member quits a general playing or guided group in the middle of the season, he/she will still be charged the share of the season fee for the month following the date of the notice of termination. Example: The Member announces in March, that he/she quits playing. In this case, he/she will be compensated with the May share, i.e. 1/5 of the season fee. If a Member gives notice of termination in April, he/she will not be compensated.

2.6 The Member can apply for a partial refund of season fee upon presentation of a medical certificate for the period of at least one month during which the Member has been banned from training by a doctor. The refund shall be made for whole months, which are each one fifth of the whole season fee deducted by 10 % of the season fee's total value.

Example: Member's season fee is 340€. Member is away full March. Based on the documents provided he is refunded 34€. $(340 \text{ € season fee} / 5 \text{ months} = 68 \text{ €} - (10 \% * 340 \text{ €}) = 34 \text{ €}$.

2.7 The Club invoices its Members for the competition fees at the end of each competition season. Members may receive a competition fee subsidy from the club to cover the entry fees for official tournaments sanctioned by Badminton Finland (BF). The subsidy is taken into account by deducting the subsidy from the entry fees of the Member at the time of invoicing.

The subsidy is not paid out in cash, and is not granted for tournaments not sanctioned by BF.

The amount of the subsidy may vary from one category of competition to another (V, A, B, C).

The subsidy is granted to an entry corresponding to a Member's official classification.

Subsidy may be granted for maximum one entry for each event (singles, doubles, mixed).

The subsidies for competition fees in force at any given time are decided by the Club's Board.

2.8 If a Member has entered a tournament but is unable to participate due to injury, etc., the Club will charge the Member the full amount of the entry fee as invoiced by the arranging club. No competition fee subsidy will therefore be granted in the event of cancellation.

2.9 If a Member fails to pay his/her designated fees by the due date, the Club may transfer invoices for collection.

2.10 The Club may refuse to provide services to a Member who has not paid the fees specified for him/her in due course. The Club may refuse to admit a Member to a training session at the beginning of the season or in the middle of the season if the Member has not paid the specified fees in due course.

2.11 If there is any disagreement between the Club and the Member about the interpretation of the Agreement, a solution will be sought through negotiation. If the parties cannot reach a solution within a reasonable period of time, the Agreement will be terminated and the provision of services to the Member will cease. In such a termination situation, the termination of the Agreement will take effect immediately. Despite termination of the Agreement, the Club is entitled to invoice the indisputable part of the service already produced for the Member.

2.12 The Club is not liable for damages or hindrance beyond its control (force majeure). Examples of such damages are strike, fire, water damage, bankruptcy, war, natural disaster or epidemic.

2.13 A Member is not allowed to participate into training group unless he/she has been approved into the group. In case a Member does attend without such right, and disregards verbal notes provided to him/her, The Club is allowed to invoice 8 (eight) times an amount that would be corresponding to single entry fee. If such an incident reoccurs, The Club is allowed to invoice 16 (sixteen) times an amount that would be corresponding to single entry fee. After second incident the Member can be banned from attending any Club activities and his/her Agreement can be terminated with immediate effect. Amount corresponding to single entry fee is listed in the Club's price list.