

## Terms and conditions for contract players

### 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 part of 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 seasonal training, playing and coaching contracts to its pre-qualified Members for a seasonal fee. The contract is typically for a Member who trains to achieve a specific goal and who, for his/her part, commits him/herself to the objectives agreed upon. A Member subject to a contract is referred to as a Contract Player.
- 1.2 To become a Contract Player, a Member must meet the requirements set out in the group description. To become a Contract Player, the team coach must consider the member to be of the level and quality required for the team. To join and remain in the team, a Member must also commit to a mutually agreed training program. Training content of the group including prerequisites, schedule, pricing and invoicing is reviewed between the Member and the coach.
- 1.3 The coaching group for Contracted Players includes court fee at the specified time, the guidance described in the group description and the shuttles needed for training at the discretion of the instructor. The content of the coaching will be decided by the group coach. The content of the coaching does not need to be provided in written form.
- 1.4 It is the Contract Player's responsibility to register his/her attendance to the team's training session as agreed and specifically to inform the team if he/she cannot attend. Since the Contract Player's actions affect the whole team, the player must take into account the guidance given by the coach and the other participants in the team when participating.
- 1.5 The training groups' prices included in a Contract Player's contract form a Season Fee. The Season Fee is determined on the basis of the groups chosen for the player. Season Fee is price-wise less in total than if the trainings were purchased individually, thereby benefiting the

Contract Player. Once determined, the Season Fee is contractually treated as a single fee, even if the Club would charge it using multiple invoices based on standard-priced groups.

- 1.6 The Club may invoice the Season Fee in several installments. If the Club invoices the Season Fee using standard-priced groups, the standard-priced groups are invoiced first. The last invoice will contain the agreed discount in price thus realizing the benefit for the Member.
- 1.7 The Club may ask the Contract Player to make a normal contribution to the Club's activities ("voluntary work"). This includes, for example, participation in the organizing of the club's own competitions or similar events.

## **2. Changes and corresponding specific situations**

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

2.2 The Club may make changes to the schedule of games, training and coaching groups, for example due to holidays or illness. The club will inform the 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 group, such as Nimenhuuto, WhatsApp or MyClub. Despite any changes in schedule, the Member will be given the opportunity to participate during the season in the amount of training corresponding to the description of the group, as agreed with the instructor.

2.3 The seasons are autumn and spring. The autumn season typically runs from August to December and the spring season from January to May. The seasonal contract covers a period of five (5) months.

2.4 Prices are indicated per season.

2.5 Unless a Member informs the Club otherwise, he/she will automatically be expected to continue his/her seasonal contract, which started in the autumn, also in the spring term.

2.6 If a Contract Player terminates his contract in the middle of a season, he/she will lose all Contract Player benefits. The Member will be reimbursed with one fifth of the Contract Player's specified Season Fee for each month following the month of notification, minus 10% of the full Season Fee.

Example: a Member notifies in March that he is terminating his contract as a Contract Player. In this case he will be reimbursed with May's share, i.e. 1/5 of the specified Season Fee minus 10% of the full Season Fee.

If Contract Player's Season Fee is € 880, he would be reimbursed € 88 according to the following calculation: € 880 Season Fee / 5 months = € 176 / month, from which 10 % of the Season Fee is deducted, i.e. € 88. The reimbursement is € 88.

2.7 A Contract Player can apply for a refund of the Season Fee using a medical certificate for the period when the player has been banned from training for at least one month by a doctor. The full months of inactivity will be reimbursed at the rate of one fifth of the Season Fee. The amount so calculated shall be reduced by 10% of the total Season Fee of the player concerned.

Example: A Contract Player is absent the whole month of March due to injury.

His Season Fee is € 880. He will be reimbursed € 88 according to the following calculation:

€ 880 Season Fee / 5 months = € 176 / month, from which 10 % of the Season Fee is deducted, i.e. € 88. The reimbursement is € 88.

2.8 A Contract Player typically has at least three groups in his/her contract, unless otherwise agreed in writing in a special case. Pricing benefit is realized in the last group price or installment. If participation into training groups is reduced, the reductions will be made starting from the subsidized groups. If a Contract Player reduces the number of groups to less than three, he/she is by default no longer a Contract Player. In this case, the prices of the remaining training groups will be the standard prices. The Member may also lose the right to participate in training sessions targeted only for Contract Players.

2.9 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..

2.10 If a Member has entered a competition but is unable to participate due to injury, etc. the Club will charge the Member the full amount of the entry fee charged by the arranging club.

No competition subsidy will therefore be granted in the event of cancellation.

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

2.12 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 fees specified for him in due course.

2.13 If there is 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 contract 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.

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

2.15 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.