

# US BADMINTON ACADEMY, LLC., ("the Academy") MEMBERSHIP TERMS AND CONDITIONS

## 1. INTERPRETATION AND VARIATION

- 1.1. These are the Terms and Conditions of Membership ("Terms & Conditions") incorporated into the membership agreement between the Academy and each elite team Member ("the Membership Agreement").
- 1.2. the Academy reserves the right to vary and revoke these Terms & Conditions from time and in addition to make, vary and revoke the by-laws which it may consider necessary or desirable for the regulation of the internal affairs of the Academy and the conduct of members and their guests. Any such changes will be notified to members and, until revoked, are binding on members.

#### 2. ACCEPTANCE & COMMENCEMENT OF MEMBERSHIP

- 2.1. Acceptance of an application for membership is in the absolute discretion of the Academy.
- 2.2. Subject to paragraph 2.1, when an applicant that has signed the Membership Agreement and the Academy has received his/her initiation fee and first monthly dues (annual payment in advance, as the case may be) he/her shall become a member of the Academy with which he/she registered and shall be entitled to all the privileges of his/her membership of the Academy.

### 3. PAYMENT TERMS & AGREEMENTS

3.1. Initiation fees and subscription fees shall are determined by the Academy and may be subject to change from time to time. Details of all fees are available from the Academy's office and website.

### 4. CANCELLATION

- 4.1. Subject to the provisions of the Membership Agreement, a member may cancel his/her membership at any time by written request to the Academy, giving one (1) clear calendar month's notice of the desired cancellation date. All membership cards must be returned to the Academy by such Date. There will be a \$150 penalty charge on early termination of a yearly contract.
- 4.2. Members who do not wish to accept a change proposed by the Academy to these Terms and Conditions may cancel their membership by giving written notice to the Academy. The notice must be given before or within 14 days after the change to the Terms and Conditions and membership will expire at the end of the relevant calendar month.

4.3. the Academy reserves the right to expel from the Academy, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in the Academy's reasonable opinion, be detrimental to the character of the Academy or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other members of the Academy membership and shall not be entitled to any repayment of his Initiation fee, Starter Payment, monthly subscription fee or Annual Payment for any period during which his/her membership is suspended.

#### GENERAL

- 5.1. the Academy reserves the right to refuse admission to the Academy.
- 5.2. the Academy may, if a member so wishes, communicates with the member by electronic mail ("email"). By providing an email address to the Academy, the member consents to receiving email communications from the Academy, including notices pursuant to these Terms and Conditions. The member also accepts the risk that the email may not be a secure and confidential means of communication. the Academy will not be liable for any loss or damage suffered as a result of communicating with a member by email.