



# Membership Monthly Direct Debit

## Customer Contract

Definitions: Service Provider = “we”, “us” or “our”; Customer = “you”  
Volair Direct Debit Plans

## Terms of your Contract

### PERIOD OF COMMITMENT

- You are agreeing to subscribe monthly for the services provided by Volair Ltd and contracting to remain a subscriber for the minimum period of the contract (“Minimum Term”)
- Once you have completed the minimum number of Direct Debit payments, we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated in accordance with these provisions.
- You may cancel the automatic renewal of this contract at any time by providing at least 1 months’ notice via our online cancellation form ([www.volair.org.uk/thinking-leaving-us](http://www.volair.org.uk/thinking-leaving-us))

### COOLING OFF PERIOD

- This contract commences once you have indicated your acceptance of our terms & conditions. You have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us of this by emailing us ([info@volair.org.uk](mailto:info@volair.org.uk)), calling us. You can also submit a cancellation form online ([www.volair.org.uk/thinking-leaving-us](http://www.volair.org.uk/thinking-leaving-us)). If you exercise this right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
- Your subscription starts immediately
- You will be entitled to all the rights and privileges extended to you for the type of subscription chosen

## **TERMINATION OF SERVICE, LIMITED RIGHTS TO CANCEL**

• During the Minimum Period you may cancel the contract only:

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hours of the services unreasonably resulting in you being subsequently being unable to access the services.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.\*
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place. \*
5. If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend your payment for two months. We will then review your financial situation with you. \*
6. If you become pregnant. You must produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you. \*

\*PLEASE NOTE: points 3-6 require documentation, this can only be accepted from the date of receipt.

## **TERMINATION PAYMENT FOR EARLY CANCELLATION**

• If you cancel your subscription during Minimum Term, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").

• The Termination Payment will be the total of:

1. Any arrears;
2. Any accumulated late payment charges that have been or will be incurred; and
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period

## **MISSING PAYMENTS**

• If you miss two payments, you will be deemed to have breached your contract.

## **GIVING NOTICE TO CANCEL**

• Volair Ltd will continue to collect your monthly subscriptions after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least 1 calendar month before the final payment of the Minimum Period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least 1 calendar months' notice. The notice should be in writing via our online cancellation form.

•Cancellation policy and notice periods: It is the member's responsibility to inform us of an intention to cancel the membership. Failure to abide by this requirement may lead to service charges being applied. Cancellation notice must be given for all direct debit memberships. A cancellation request form must be completed online at [www.volair.org.uk/thinking-leaving-us](http://www.volair.org.uk/thinking-leaving-us). We will confirm that we have received your cancellation within 3 working days. Upon cancellation one final direct debit payment will be collected. Minimum Term Members are contractually committed to the length of period as itemised on the service agreement and cannot cancel prior to the expiry date.

## **COLLECTING YOUR MONTHLY SUBSCRIPTIONS**

- Volair Ltd will collect your monthly subscriptions. Volair Ltd will collect your subscriptions monthly in advance by Direct Debit.
- If you fail to make a payment on time, you may incur the following charges.
- An administration fee of £15.00 may be charged for all returned unpaid Direct Debits that are not brought up to date within 21 days of failed collection

**If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party company will be borne by you including the costs in tracing you should you have changed address without telling us.**

## **PRIVACY AND DATA PROTECTION**

We take great care to ensure that any information we hold about you is kept safe and secure. This section explains how and why we use your personal information.

We need to collect and process personal information in order to be able to provide you with the services. The personal information required includes :

- Your personal details (such as your name, address, date of birth, telephone number and email)
- Financial information (such as bank account details)
- Medical information

## **YOUR DETAILS AND FINANCIAL INFORMATION**

We require this information in order to collect and process payments. We will also use the information for related purposes, e.g. keeping records of financial transactions for a number of years (as required by law and the Direct Debit Indemnity) or to pursue unpaid debts. We may anonymise and aggregate data (so that it no longer identifies you) and then use it for analysis and reporting purposes. Some of the information Volair collects and processes may also be shared with partner organisations.