



AUCKLAND FC

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www.aucklandfc.co.nz

Auckland FC (Black Knight Football Club LP) 'Pay' Opt-In Terms and Conditions

- 1) Auckland FC (Black Knight Football Club LP) NZBN 9429051697822 (“**the Club**” or “**Auckland FC**”) 'Pay' opt-in membership renewal program enables Auckland FC members to automatically roll over their membership from year to year. Auckland FC Pay is open to all members who elect to pay membership fees using a MasterCard or Visa credit or debit card (**Nominated Card**). By electing to enrol into a Auckland FC Pay payment plan you expressly agree to be bound by and comply with these terms and the Auckland FC membership terms and conditions, and all applicable laws and regulations. In the event of any inconsistency between the Auckland FC membership terms and conditions and these terms and conditions, the terms in this document shall prevail.
- 2) By opting-in to the Auckland FC Pay program and paying your membership fees with a Nominated Card, unless you elect to opt out of Auckland Pay in accordance with directions issued by the Club from time to time, you authorise Auckland FC to automatically renew your membership each season into the same seat (if applicable) and package (or a reasonably comparable package) and to deduct the applicable membership fees from the Nominated Card.
- 3) You acknowledge that membership fees and member benefits may change from season to season. Auckland FC will provide reasonable prior notice of any changes to membership fees.
- 4) If you participate in the Auckland FC Pay program, the Club will make reasonable attempts to contact you prior to processing any season renewal. You will have 28 days from the date of the Club's notice to advise the Club of any changes or upgrades you wish to make to your membership package, or to notify Auckland FC in writing if you do not wish to roll over your membership into the next season. Strict timeframes apply. If you do not notify the Club that you do not wish to roll over your membership during this period, you will be taken to have agreed to your membership being rolled over.
- 5) By joining the Auckland FC Pay program, you authorise Auckland FC to arrange a transfer of funds from your Nominated Card in the amount applicable to your membership type and at the intervals which applied in relation to the preceding season (i.e. either a single upfront payment or at monthly intervals).
- 6) If you wish to change your Nominated Card from which payments are deducted at any time, you will need to contact Membership Services membership@aucklandfc.co.nz It is your responsibility to ensure that: (a) the account details you have provided are correct, including notifying Auckland FC should the expiry date change within the program; (b) you have sufficient clear funds available in the nominated account on the scheduled drawing dates.
- 7) Any junior or concession member who no longer meets age restrictions will automatically be upgraded to an adult member, in the same previous category of membership, for the next season. This information will be outlined in the renewal roll-over communication. This also applies to junior members in family memberships.

- 8) To be accepted in the Auckland Pay program, you must provide Auckland FC with your full contact details as per the membership registration form or online enrolment process. You must ensure all contact details are up-to-date and notify Auckland FC of any changes.
- 9) You must ensure that:
 - a) the account details you have provided are correct, and notify Auckland FC immediately should the expiry date change within the plan period; and
 - b) you have sufficient clear funds available on your Nominated Card on the scheduled instalment date.
- 10) Any person who holds a concession membership must provide proof of concession to be eligible for that membership category. You must have a valid proof of concession for the whole season. New concession details are to be provided to the Club on an application form and again when the concession proof expires. Failure to do so may result in the application automatically being processed as an adult membership or refusal of entry at a home Match.
- 11) If any scheduled payment fails to transfer between institutions, further attempts will be made until the funds transfer clears. Payments that decline may be charged an additional processing fee of \$10 per default per account, which you acknowledge is a reasonable estimate of Auckland FC's likely costs and charges for the additional processing tasks.
- 12) Despite any other term in these terms and conditions, where a payment (or part payment) appears in arrears by more than 60 days, the Club reserves the right to cancel or suspend your membership and resell that previously allocated membership seat where a reserved seat category membership has been purchased.
- 13) If your membership is cancelled or suspended it may, at the discretion of Auckland FC, be reinstated upon payment of overdue amounts and resumption of regular payments. This may incur an additional \$10 fee. The Club will use reasonable endeavours to notify you if we suspend or cancel your membership or your Auckland Pay program arrangement. Please note that at least 2 business days' notice will be needed to reinstate your membership once payment is received.
- 14) Members with outstanding debt from a previous season will be unable to renew their membership until all outstanding money owed is paid up.
- 15) Members use the Auckland FC Pay program at their own risk entirely and Auckland FC accepts no liability to any member for any special, indirect or consequential damages, or for any damages for loss of profits, loss of revenue, loss of business or loss of opportunity arising from or in relation to their use of the Auckland FC Pay program.
- 16) The Club's "Limitation of Liability", as set out in the Auckland FC membership terms and conditions, equally applies to these terms and conditions.
- 17) If you believe that a withdrawal has been initiated incorrectly, please contact Auckland FC Membership Services membership@aucklandfc.co.nz You will receive a full refund of the withdrawal amount if we cannot substantiate the reason for drawing.

Monthly Auckland FC Pay

- 18) If you sign up before the start of a pay period, payments will be deducted in equal monthly instalments on the first day of each month during the six monthly pay period (Direct Monthly Payments). Each monthly payment will be equal to total package price divided by six, to be paid via your Nominated payment method .

- 19) The pay period for a season is six months starting from 1 July.
- 20) If you sign up part-way through the pay period, upon receipt of your application an 'Entrance Payment' (equivalent to the Direct Monthly Payment multiplied by the number of months of the pay period already elapsed) will be deducted, then the usual Direct Monthly Payment (equal to total package price divided by six) will apply from the first day of the following month.
- 21) Members who default on their monthly payments in any year may not be offered the Auckland FC Pay program as a method of payment in the future. This decision will be at the sole discretion of Auckland FC.
- 22) Members paying by instalments agree to their membership being automatically renewed for subsequent seasons unless they choose to opt out during the designated timeframe set by Auckland FC

Upfront Auckland FC Pay

- 23) When you first enrol (or re-enrol) into the 'Direct Upfront' Auckland FC Pay option, your season membership fees will be deducted in one (1) instalment upon receipt of your season membership application, to be via your Nominated Card.
- 24) Unless you are otherwise notified by the Club, the annual rollover payment for each subsequent season will be deducted in full from your Nominated Card on 1 July (or the next closest business day).

Changes to these Terms and Conditions

Auckland FC may from time to time, where reasonably necessary, vary these terms and conditions by publishing the new version on our website. We will provide reasonable notification to you of any material changes to these terms and conditions (including the date the updated terms and conditions will take effect).

Last updated: May 2024