



DEREK THOMPSON *PAY AS YOU WIN RACING CLUB*

MEMBERSHIP APPLICATION FORM

Please complete all details in full using CAPITAL letters where relevant. Name and address details must match those supplied by the cardholder (see terms). Please return the form to: **Tommo Racing, c/o The Fourth Crow, 6-8 Alexander Drive, Edinburgh, EH11 2RH.**

FULL NAME:

HOUSE NUMBER (OR NAME):

ADDRESS (LINE 1):.....

ADDRESS (LINE 2):.....

TOWN OR CITY:.....

POSTCODE:

E-MAIL ADDRESS:

UK MOBILE NUMBER (11 digits beginning 07):

NB – This is the number on which you will receive your FREE TEXT ALERTS.

PAYMENT CARD DETAILS

Accepted card types: **VISA/MASTERCARD/SWITCH/MAESTRO/SOLO/DELTA/ELECTRON**

CARDNUMBER | | | |

START DATE: | END DATE: |

ISSUE NO (Switch/Maestro)

SECURITY NO (last 3 digits on signature strip)

NAME ON CARD:

I AM OVER 18 YEARS OLD AND I HAVE READ, ACCEPT AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF MEMBERSHIP AS DETAILED ON THIS APPLICATION FORM

CARDHOLDER'S SIGNATURE: | DATE:

Please return this form to: **Tommo Racing, c/o The Fourth Crow, 6-8 Alexander Drive, Edinburgh, EH11 2RH.**

Terms and Conditions: Pay As You Win Service

1. By agreeing to these Terms and Conditions ("The Agreement") you ("The Member") duly authorise Tommo Racing Ltd ("The Company") to use the details provided to verify your identity, to facilitate use of the services ("The Information") by The Member and to process the agreed charges for The Information, either to the payment card provided with the application or to a replacement card where such is confirmed in writing by The Member ("The Payment Card"), in accordance with the terms of The Agreement.
2. The Member further understands that this authority is continuous and will remain in force until cancelled in writing by The Member.
3. For the purposes of The Agreement the Member is the person named on The Payment Card and no other. The Member may authorise another individual ("The User") to receive The Information, provided always that The Member accepts sole responsibility for ensuring compliance with the entire terms of the Agreement.
4. The mobile phone number submitted with the membership application ("The Mobile") will be deemed by The Company to be the sole means of delivering The Information unless and until The Member requests and confirms details in writing of a replacement mobile number on which The Member wishes to receive The Information.
5. Any reply SMS text message to an SMS text alert sent from The Company to The Mobile which contains the word WIN will constitute a contract ("The Contract") between The Member and The Company, whereby The Member authorises The Company to take payment for the Information, in the event that the advised horse wins.
6. The Contract having thereby been entered into, in the event that the advised horse wins The Member agrees to pay a sum equivalent to the returns for a £20 stake at the Starting Price for the advised horse, minus the £20 stake itself ("The Fee").
7. Payment of The Fee will show up on the Payment Card as TIPSTER PLATFORMS.
8. The Company reserves the right to waive The Fee in certain circumstances and/or in accordance with specific promotional offers which The Company may make available from time to time.
9. The member accepts sole responsibility for SMS text alerts being sent to The Mobile and for reply messages being sent from The Mobile in respect of The Information.
10. The Member accepts liability in full for all charges incurred as a result of use of The Mobile whether by The Member, The User or any other party until such time as The Member notifies The Company that they wish to suspend or bar access to The Information via The Mobile.
11. Only one mobile phone number can be registered to The Member at any one time. It is the responsibility of The Member to request a change of mobile phone number by sending a written request to The Company, either by post or by e-mail, from an address previously supplied by The Member and validated in acknowledgment by The Company.
12. The new Mobile will permanently replace the previous Mobile and this will be deemed to take effect on delivery by The Company of a confirmation text message to the new Mobile.
13. The Member accepts sole responsibility for ensuring The Mobile is switched on, that the handset battery is sufficiently charged and that a mobile signal is consistently available. Failure to do so may result in SMS text alerts from the company being either missed or received too late for the Member to be able to place a bet.
14. The Company accepts no responsibility for problems with SMS text alerts resulting either from Network congestion or from any other factor or circumstance outside their sole and immediate control, including but not limited to failure of computer and telephony equipment, loss of internet and telephony Network connection or failure or loss of any other equipment, product or service on which supply of The Information by The Company may depend.
15. The Information is and will remain the intellectual property of The Company and is provided for use either by The Member or by the User only and may not be shared with or redistributed to any other party.
16. On receipt of The Information it is the sole responsibility of The Member to ensure that a bet is placed, whether by The Member, The User or a representative thereof, prior to the start of the race as specified in The Information. In the event that the advised horse wins The Company will be entitled to charge The Fee regardless of whether a bet was placed.
17. The Fee will be deducted by no later than the next working day following the race specified in The Information.
18. The Company accepts no responsibility for overdraft or other 'over the limit' bank charges or fees incurred as a result of insufficient funds or credit being available via the Payment Card at the time The Fee is processed.
19. The Company reserves the right to suspend or bar access to The Information where The Fee could not be processed and charged to The Payment Card, and to pursue The Member for an alternative method of payment pending reactivation of the Member's account.
20. The Company is unable to offer The Member a refund under any circumstances and nor is The Company able to deviate in any way from the payment mechanics of the service, as set out in The Agreement, by for example allowing losses to be deducted from future profits.
21. It is the responsibility of The Member to bet within their means at all times and to only bet what they can afford to lose. The Company cannot guarantee that every advised horse will win, and nor can The Company guarantee that profits will be accrued over a specified period.
22. The Member accepts that The Company may use the personal information provided by The Member, such as full name, postal address, e-mail and phone number details, to contact The Member as part of our commitment to the highest standards of customer service. Where The Company identifies ways of improving our products and services or considers that a related product or service may be of interest The Company may arrange to extend offers of goods or services to The Member, either directly or via a trusted partner.
23. The Company accepts no liability to The Member, in contract, tort or otherwise, for any indirect or consequential loss or damage arising from The Information and The Member hereby agrees that they will have no claims against The Company of any kind.
24. The Company may refuse an application for membership at its sole discretion.
25. The Company is currently unable to accept applications for membership from USA residents due to USA gambling legislation.
26. The Company may suspend, bar or terminate membership, access to The Information and The Agreement with The Member, where there are reasonable grounds for suspecting either that information supplied by The Member is untrue, incomplete or inaccurate, or that The Member, The User or a representative or associate thereof may be involved in sharing, reproducing, modifying or in any way commercially exploiting any of The Information.
27. The Company may suspend, bar or terminate membership, access to The Information and The Agreement with The Member where The Member, The User or a representative or associate thereof acts or is suspected of acting in a manner which may be detrimental to The Company or which may cause aggravation or distress to anyone working for and on behalf of The Company, or for any other reason at our reasonable discretion.
28. The Member may cancel their membership at any time by sending a written request to The Company, either by post or by e-mail, from an address previously supplied by The Member and validated by The Company.