Membership terms and conditions



These are the terms and conditions on which we provide you with membership and access to our facilities. Please read these carefully before applying for your membership.

'We' and 'us' means KA Leisure, a trading name of North Ayrshire Leisure Limited, a company registered in Scotland with company number 202978 and Scottish charity number SC029780. Registered office: 22 Quarry Road, Irvine, KA12 0TH.

What are the basics?

- 1. Memberships are only available to customers who are aged at least 14. (Selected venues allow those aged 14 to 15 to join, but members must be 16 or over at all other venues. Please see our website for more details.)
- 2. Your membership is only for you. You cannot transfer it or otherwise pass it on to anyone else. You must not lend your membership card to another person or allow anyone else to use it.
- 3. We issue membership cards, free of charge, when you join. However, your card will remain our property. If you lose your card or it is stolen, you can ask us to replace it. There is a £6.50 fee for this service.
- 4. You agree to having your picture taken when we issue your membership card or on your first visit to the venue or club.

What are my first steps after taking out membership?

- 5. You are entitled to a welcome session with the fitness team. You should book your first session when you take out your membership.
- 6. You are invited to follow our 'member journey'. This is a personal fitness programme which covers your first 28 days of membership and includes a welcome session, a fitness test, a fitness programme, visits to fitness classes and optional fitness extras. There is more information on this in our clubs.

What is asked of me?

- 7. You can book fitness classes in advance, depending on your membership package. More information is available at our venues and clubs.
- 8. You must present a valid ticket or membership card if we ask to see one.
- 9. You must swipe your membership card at all venues. You can do this at the kiosks, at reception or when you enter your club's fitness suites.
- 10. You must give us at least one hour's notice to cancel a fitness class. You can do this by contacting the venue or through the online booking system. If you fail to do this, we may charge a £2 cancellation fee and withdraw your right to book classes in advance.
- 11. You must keep to the venue or club rules and etiquette signs. These are displayed in and around our venues and clubs, and are also available online and from reception in our venues and clubs.

What are my financial commitments?

- The membership category, monthly payment, joining fee and first instalment are set out under 'membership type' on your membership agreement.
 Direct debit payments are due on the 1st of every month. If your direct debit is unsuccessful, we will take reasonable steps to contact you to ask for alternative payment details. We may charge an administration fee of £15.
- We may sometimes change our membership packages and prices. We will provide at least 28 days' notice by letter or email of any price change. You have the right to cancel your membership by giving us 28 days' notice after we tell you about any price increase.
- Discounted rates will only apply if you meet the full eligibility criteria (please ask us for details). If you are entitled to a discount, this rate will change if you no longer meet the eligibility criteria. If you fail to tell us about any changes to your circumstances, we may cancel your membership.
- All our memberships are for specific age groups, so your price may automatically go up or down over time as you move to a different membership that is suitable for your age. We will give you at least 28 days' notice of any price changes that apply to you.
- Promotional membership rates are only available to new members during promotional periods.
- Member offers, benefits and competitions are available to members only.
- 19. Monthly memberships will automatically continue unless you tell us you want to change, suspend or cancel your membership by following the steps below.

What if I want to change, suspend or cancel my membership?

- 20. You have the right to cancel your membership within 14 days of joining (14-day cooling-off period). We will give you a full refund as long as we receive your cancellation notice (see term 24) within this time.
- 21. You can change your membership category at any time. If doing this means that the price of your membership increases, the new price will apply straight away. If the change means that your membership price reduces, the reduction will take effect from the next full calendar month.
- 22. You may be able to suspend your membership for up to six months if your circumstances change (for example, due to medical reasons or redundancy). To do this you must send us proof of the change in your circumstances. If we agree, your membership will be suspended from the end of the next full calendar month. (Please see term 24 below for an example of how our notice period works.)
- 23. After the 14-day cooling-off period, you can only cancel your membership at the end of your minimum commitment period. You can tell us that you want to cancel before this, but your cancellation won't take effect until the end of your minimum commitment period.
- 24. You can cancel your membership by giving us one full calendar month's notice using the 'cancel my membership' page at the bottom of our website or by writing to Head Office, 22 Quarry Road, Irvine, KA12 0TH. We will send you confirmation, using your chosen method of communication, once we have processed your request to cancel your membership. It is your responsibility to keep your contact details up to date to make sure you receive our confirmation of cancellation. Here is an example of how our notice period works. You give notice to cancel (or suspend) your membership contract on any day after 1 April, but your full calendar month's notice period will not start until 1 May and your membership will end on 31 May (your final payment will be for the month of May).
- 25. If you cancel your membership, you will lose any loyalty rewards and points gained during your membership. If you suspend your membership you will keep these for up to six months.

What else should I know?

- 26. Our staff are not medically qualified, so if you have any doubts about your fitness or capability to exercise we strongly recommend that you get advice from your doctor before taking out membership.
- 27. For safety reasons, you are responsible for using all facilities correctly and agree to keep to the commitments set out in the Health Commitment Statement. A copy of the Health Commitment Statement is available in all our venues and on our website, or you can ask us for a copy at any time.
- 28. We may sometimes have to temporarily close all, or part of, the fitness area where you train. If this happens, you will not be entitled to any partial or full refund. We will try to tell you beforehand if possible, unless the issue is urgent or an emergency. We will try to make sure that any such closures are in off -peak hours and are kept to a minimum.
- 29. If you are not sure how to use any of the equipment, please speak to a member of staff.
- 30. Alcohol is not allowed in or around any of our venues or clubs unless you agree otherwise with the venue's management team.
- 31. Smoking, including e-cigarettes, is not allowed in any of our venues or clubs or grounds.
- 32. If you have any questions about these terms and conditions, you should speak to the management team at your venue or follow our 'talk to us' process (please ask us for a copy).
- 33. Where possible, we will give you at least one hour's notice if we need to cancel, relocate or change any fitness-studio or fitness-suite classes. We will not reduce your membership fee if we need to do this.
- 34. We are not liable for any loss, damage or theft of your property unless this is a result of our negligence or fault. We will follow our lost property procedure for any items found in our venues.
- 35. We have the right to end your membership immediately, if you seriously or repeatedly break any of our terms and conditions, venue rules or any other written guidance. We will not refund your membership fee if we do this.
- 36. We have the right to make minor amendments to these terms and conditions, for example to reflect changes in laws or regulations or to make technical improvements. We may also make other more significant changes, but if we do this we will tell you and give you a valid reason why the change is needed. You can then contact us to end your membership before the change takes effect.

