

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 12. (Selected venues allow those aged 12 to 15 to join, but members must be 16 or over at all other venues. Details about venues can be found on our website.)
2. Your membership is only for you. You cannot transfer it or otherwise pass it on to anyone else.
3. We will advise you on how to use the KA Leisure App for access into our facilities. Membership Cards will be issued to members if deemed necessary free of charge. 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 you join KA Leisure 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. This can be booked through Front of House or on the KA Leisure App.
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, Fitness Programme, Visits to Fitness Classes and Optional Extras. Communication will be sent to you via email detailing each step.

#### What is asked of me?

7. You can book fitness classes in 7 days in advance, depending on your membership package.
8. You must ensure you check in to the area you are visiting using the Check In button found within the KA Leisure app by scanning a QR code or tapping your phone.
9. If you are using a membership card, we ask that you swipe this at Front House at all facilities.
10. You must cancel and class bookings at least one hour prior to the class starting. You can do this by contacting the venue or cancelling through the KA Leisure App. If you fail to do this, it will be marked as a non-attendance, and you will receive a strike. If you receive three strikes within a 7-day period, you will receive an Advanced Booking penalty which will last for 7 days and limit you to making bookings on the day of the activity.
11. You must be aware of our Fitness Class Etiquette and Fitness Suite Etiquette. These are displayed in and around our venues and clubs, and can also be viewed online

#### What are my financial commitments?

12. The membership category, monthly payment, start-up fee and first instalment are set out under membership type of your membership agreement.
13. The length of your initial membership commitment period is subject to your chosen membership type upon date of purchase.
14. Membership of a 12-month commitment period, is where you are responsible for completing 12 consecutive monthly direct debit payments.
15. Upon completion of a 12-month commitment period, should your circumstances ever change, you are able to give one month notice to cancel your membership.
16. Membership of a flexible monthly commitment, you are able to give one month notice to cancel your membership.
17. Direct debit payments are due on the 1st and 15th of every month. If your direct debit is unsuccessful, we will take reasonable steps to contact you and request alternative payment details. We may charge an administration fee of £15.00.
18. 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 inform you of any price increase.
19. Memberships which require eligibility will only be valid for a period of 12 months. 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.
20. 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.
21. Promotional membership rates are only available to new members during promotional periods.
22. Member offers, benefits and competitions are available to members only.
23. **If you fail to pay any amount due under a minimum 12-month commitment membership for a period of more than thirty days, then we will attempt to collect the remaining amount of the contract from you. We may pass the debt to a third-party company for collection and any accrued costs associated in employing the third-party company will be borne by you.**
24. 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?

25. 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 within this time.
26. 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.
27. You may be able to suspend your membership for up to six months if your circumstances change (for example, due to health, medical or financial reasons). To do this you must provide evidence and if we agree, your membership will be suspended from the end of the next full calendar month.

28. After the 14-day cooling-off period, you can only cancel your membership at the end of your minimum commitment date. 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 date.
29. You can cancel your membership by giving us one full calendar months' notice by contacting [KAleisure@servicetsg.com](mailto:KAleisure@servicetsg.com). We will send you a confirmation, using your chosen method of communication, once we have processed your request to cancel your membership. You are responsible for keeping your contact details up to date to ensure you receive our cancellation confirmation. Here is an example of how our notice period works.
30. If you cancel your member
31. You give the notice to cancel (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).

**What else should I know?**

32. 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.
33. 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. The Health Commitment Statement is displayed within our venue and can also be viewed online.
34. 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 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.
35. If you are not sure how to use any of the equipment, please book a Welcome Session or speak to a member of staff.
36. Alcohol is not allowed in or around any of our venues or clubs unless you agree otherwise with the venue's management team.
37. Smoking, including e-cigarettes, is not allowed in any of our venues or clubs or grounds.
38. If you have any questions about these terms and conditions, you should speak to the management team at your venue.
39. 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.
40. 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.
41. 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.
42. 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 so we will notify you and give you a valid reason why the change is required. You may then contact us to end your membership before the changes take effect.