

## Membership Terms & Conditions for Sales

- a. Live Active Leisure Limited (hereinafter "LAL") reserves the right to refuse any application for membership and do not need to give reason(s) for refusal.
- b. You have the legal right to receive a refund for any products purchased online within 7 days of making your purchase. To receive a refund please email [info@debitfinance.co.uk](mailto:info@debitfinance.co.uk) quoting your DFC reference number (you will receive this in your email confirmation), your full name and your full address. All refunds will be credited to the payment card used during your original order. To ensure the security and privacy of our customers we may seek further clarification on any refund requests. Membership fees are only refundable at LAL's discretion.
- c. A member must produce their valid membership card on entry to venues to access activities at the appropriate rate. If not produced the full activity price will be charged.
- d. Cards are not transferable between members or with any other customer.
- e. LAL reserves the right to review their Terms & Conditions and charges from time to time. Members on the Direct Debit Scheme will be given a minimum of 5 days notice of any proposed changes and/or increase and will have the right to cancel the membership without penalty during this period. Failure to cancel will imply acceptance of the changes and/or increase. Members who pay an annual or 30-day membership fee require to renew such membership on or before the expiry of the current membership to continue to receive member benefits. Such renewal shall be at the rates applicable as at the date of renewal.
- f. Members are entitled to take a membership holiday for a minimum period of 1 month to a maximum of 6 months. Memberships will automatically be reactivated after the holiday period and only one holiday period is permitted each calendar year.
- g. All lost, stolen or damaged cards must be reported immediately. A charge will apply for a replacement card.
- h. If a member is under the age of 18, the membership application form must be countersigned by a Parent/Guardian.
- i. Concessionary discount will only be available to those providing appropriate evidence of entitlement at the time of application and annually thereafter. If such evidence is not provided at least 14 working days prior to the renewal date, monthly payments will automatically revert to the standard membership rate. No refund will be given when such evidence is thereafter provided.
- j. Till receipts should be retained as proof of purchase.
- k. All correspondence regarding the direct debit will be sent to the direct debit holder.
- l. Joint senior memberships are only available when both members are 65+. If both members do not come under this age category, then an adult joint membership will be the available option.
- m. All data collected is in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) 2016 and is used by LAL in accordance with our privacy policy. You can view this policy by visiting our website: [www.liveactive.co.uk/privacy-policy](http://www.liveactive.co.uk/privacy-policy). It is the member's responsibility to ensure the data we hold for them is up to date and accurate.
- n. Members must email [membership@liveactive.co.uk](mailto:membership@liveactive.co.uk) to cancel their membership. Cancellation is one month calendar notice. If a Direct Debit has been cancelled without notification, this will be deemed as being in breach of the terms and conditions.
- o. All Direct Debits are a legally binding contract between LAL and the Direct Debit payer and represent a commitment to pay all monthly membership fees due. If a Direct Debit payment has defaulted, you will incur the following charges
  - Fail to pay the Membership fees on the due date - £15.00
  - Fail to pay the Membership fees within 7 days of the date of a reminder correspondence - £30.00
  - Fail to pay the arrears and accrued charges within 7 days of the final notice will result in your membership being terminated. Members will not be permitted to re-join any Membership scheme including the Live Active Card until all due amounts are paid in full.
- p. All users are bound by the Live Active Leisure Management Rules and Conditions ("the Rules"). A copy of such is available for inspection at all venues.
- q. LAL reserves the right to refuse admission or ask any member to leave if LAL reasonably believe that they are in breach of any of the Rules. In such cases, memberships may be terminated and there will be no refund of fees paid.
- r. Not all activities are available in all venues and are subject to availability.
- s. LAL reserves the right to cancel, suspend, withdraw or amend any activity or venue. All venues will be subject to periods of closure for emergency, planned maintenance or other business reason. Refunds will only be considered if such closure extend beyond a period of two weeks and no reasonable alternative is available locally.
- t. Active Fun and Active Energy members can book sportshall activities up to 7 days in advance. For individual activities, such as gym and fitness classes, all members can book up to 14 days in advance.
- u. LAL reserve the right to run membership promotions and special offers throughout the year, which may offer memberships at a different price from that advertised.

**All complaints must be made in writing to the Fitness Manager at Company Head Office, Caledonia House,  
Hay Street, Perth, PH1 5HS**