

## REFUND AND CANCELLATION POLICY

### MEMBERSHIPS

See Separate Membership Terms & Conditions

### FACILITY HIRE

#### CANCELLATION BY KINGS FITNESS & LEISURE

1. Kings Fitness & Leisure reserve the right to refuse, cancel or change any booking or event at any time prior to its commencement and to refuse admission to the event or centre, or to reject an application of membership and to withdraw membership.
2. We can add to, change, withdraw or cancel facilities or activities from the centre without notice. This includes closing a centre or making changes to opening hours for safety reasons, maintenance or special events.
3. In the case of cancellation for your Event booking, Kings Fitness & Leisure will refund you the full price. Kings Fitness & Leisure shall not be responsible for any extra costs incurred as a result of a cancelled or rescheduled event.
4. There is no entitlement to a refund where Kings Fitness & Leisure is forced to cancel part or all of an event due to reasons beyond our reasonable control. However, refunds may be given at Kings Fitness & Leisure's discretion.

#### CANCELLATION BY THE HIRER

1. If the hirer cancels the Event booking in less than 14 days of the beginning of the function date, they will still be required to pay the full amount for the booking. If the hirer cancels the Event booking more than 14 days of the beginning of the function date, the amount will be non-refundable.

#### REFUNDS

1. No refund of membership fees will be made if a facility or an activity is withdrawn from the centres programme.
2. Kings Fitness & Leisure will not be liable for any other expenditure incurred or loss sustained by the hirer arising from the cancellation.
3. All parties must be paid for at the time of booking. All bookings are non-refundable and non-transferable. Kings Fitness & Leisure reserve the right to refuse bookings at its discretion without reason.
4. For other hire, application for refunds must be made in writing to the Centre Manager stating the details of refund requested and with proof of purchase where appropriate.

5. Refund requests will be honoured where less than 14 days' notice is given for medical reasons with supporting medical evidence. If less than 14 days' notice is given then discretion may be applied with the value credited to the account for future participation.
6. No part session refunds/credits are available.
7. A 14 day money back guarantee is offered to all new members. All monies paid in respect of swimming lessons will be refunded in full should you, for whatever reason, wish to terminate this agreement. Swimming Lesson membership is non-refundable after 14 days and non-transferable.
8. Should you wish to return any retail product, on proof of purchase, we will exchange the item or provide a full refund, provided the item is unwashed, unworn and unused. This will be valid for 28 days from the date of purchase. If any retail product is found to be faulty, on proof of purchase we will exchange the item or provide a full refund. This does not affect your statutory rights.

## COURSES

Refunds will not be issued for missed sessions or where the participant decides they don't want to attend any more. All courses must be paid for in full at time of booking. All bookings are non-refundable and non-transferable.

## INDUCTIONS

Refunds or credit notes are not available once payment is made unless Kings Fitness & Leisure cancels the session. We do allow customers to be moved to an alternative day, subject to availability, as long as a minimum of 24 hours' notice is given.

## COURT HIRE AND GROUP EXERCISE CLASSES

- Inclusive Members (where court hire and classes are included) can cancel or amend their bookings up to 1 hour prior to the start of each class/booking. Customers will not be affected if the booking is cancelled at least 1 hour prior to the start of the activity. Bookings made online can be cancelled online.
- Pay As You Go Members and Non Members are required to pay at the point of booking. Refunds or amendments are not permitted for any reason once payment is made.

Inclusive members who;

- fail to attend or register their attendance prior to attending an activity, even if the membership includes free attendance, will be logged as 'failed to attend' which will result in the deactivation of a members online account. The inclusive member must report to reception to have their online account reactivated.
- fail to cancel their booking a minimum of 1 hour prior to the start of the activity will be logged as 'late cancellation' which will also result in the deactivation of a members online account. The inclusive member must report to reception to have their online account reactivated.
- Kings Fitness & Leisure reserves the right to cancel an activity as required where a like for like replacement cannot be offered or where suitably qualified staff aren't available to

deliver the activity. In this instance an alternative date will be offered. Refunds will only be issued at the sole discretion of the Centre Manager.

## TERMS AND CONDITIONS

- All bookings must be paid for at the time of booking, failure to do so will result in the cancellation of the booking without notification.
- All online bookings must check in at reception prior to attendance.
- Please arrive in good time for your booking; entrance is not guaranteed if you arrive after the allocated start time.
- For member bookings, all membership Terms and Conditions apply. Kings Fitness & Leisure, reserves the right to update, amend or withdraw terms and conditions at any time
- Participants are responsible for monitoring their physical condition and enter into any activity at their own risk. In the event of any unusual symptoms a member of staff should be alerted immediately.
- Kings Fitness & Leisure reserves the right to refuse admission to any of its facilities.
- Should the customer cancel without adequate notice or fail to turn up for a booked activity then no transfer or refund will be given.
- Member bookings cancelled without adequate notice or not honoured can be subject to the full activity change and/or booking restrictions.

Document last updated: May 2019