

Terms and conditions of your membership.

1. Introduction

1.1 Your agreement is with us, 5 Star Car Wash (Scotland) LTD a private company limited by guarantee, registered in Scotland (Company No. SC472702).

1.2 These terms and conditions form part of your agreement with us, and replace any previous terms and conditions. Your membership agreement with us is made up of: -

- 1.2.1 your completed and/or signed membership agreement form;
- 1.2.2 these terms and conditions or, if you join online, the membership agreement terms described there; and
- 1.2.3 the terms of membership use described in sections 1.4 and 1.5 below.

1.3 These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team at the car wash.

1.4 You must comply with and agree to the rules and regulations that apply at the car wash.

1.5 All memberships are monthly memberships. In these terms and conditions, monthly means every calendar month. A full calendar month starts on the first day of the calendar month and finishes at the end of the last day of that calendar month.

1.6 For members joining online:

- 1.6.1 Your membership agreement terms are accessible through a link sent out in the email receipt you will receive within 3 business days of joining. If you do not receive the receipt email within 3 days, please contact the car wash as soon as possible. A 'business day' means Monday to Friday and excludes Saturday, Sunday and bank/public holidays in Scotland.

2. Starting your agreement

2.1 Your agreement commences on the start date set out on your membership agreement form.

2.2 When your membership starts, you are required to make the payments set out on the membership agreement. You cannot use your membership until you have signed your membership agreement form,

made any relevant fees set out on the form, and set up your direct debit (if you are paying by direct debit).

2.3 You may need to pay an activation fee, details of which will be set out on your membership agreement form.

2.4 If you join part way through a month or year, we will calculate pro-rated monthly fees that may apply and we will also set out on your membership agreement form any initial fees (including, but not limited to, an activation fee) you have to pay as well as the payment method.

3. Type of membership

3.1 The membership card entitles you to unlimited washes every month, this membership is exclusive to you and your registration on your vehicle. This membership cannot be used by anyone else other than the membership holder. 5 Star Car Wash (Scotland) LTD reserve the right to cancel memberships should this occur. A “wash” consists of a standard car wash which includes the outside of the car only, any optional extras will incur additional costs to be paid during your visit..

3.2 The membership is for a term of 12 months. After this 12-month period has ended, a default rolling 30-day membership will be applied to your account.

3.2 Please see section 6 below for the different payment options available to you.

4. Further benefits and upgrades

4.1 We may offer some extra benefits you can add to your membership at an additional cost.

4.2 If you choose an extra benefit, we will add any charges to your monthly membership fee unless you have paid cash on-site. You must pay your membership fee and additional charges under your payment option.

5. Your membership fee

5.1 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen (the standard period is 12 months).

5.2 We will set out all amounts you need to pay for your membership on your membership agreement form.

5.3 If you are unsure about the fees or any additional charges, please speak to a member of staff at the car wash.

5.4 During your membership, you must pay your membership fee regardless of whether you have used the services it offers.

5.5 When your membership ends for any reason, and we have taken the final payment from you, you are responsible for cancelling your direct debit. You should not cancel your direct debit before your membership has ended, as if you do so we may be unable to collect any remaining payments you owe. In such cases, we will contact you regarding payment.

6. Payment options

6.1 For each of the payment options set out below, all the monthly fees and any additional charges could change in line with section 14.

6.2 As stated above, all our agreements are monthly agreements. The monthly membership fee you pay will depend on the type of membership you choose, the payment option you select and the minimum number of complete months you commit to be a member for.

6.3 The types of payment options we offer are as follows:

- 6.3.1. Standard monthly

- 6.3.1. (a) With this payment option, you commit to being a member and paying the monthly membership fee for at least 12 months. The first payment for your membership will be debited from your account within 4 working days after the initial set-up form has been filled in, you will then be debited on or around this date each month for all future payments. Please note, 5 Star Car Wash reserve the right to change your payment date for any reason should they require, and this will be notified to you via email or letter dependent on your selected preference within 10 days of the planned change.

- 6.3.1 (b) After the full calendar year (12 months) has elapsed, your agreement will revert to a 30 day rolling contract.

7. Payment methods

8. you must pay your monthly membership fee in advance every month by direct debit.

9. You must sign a direct debit mandate form at or prior to the start of your membership and we will take your payment on or around the first working day of each month.

9.1 You must sign a direct debit mandate form at or prior to the start of your membership and we will take payment within 4 working days after membership has been activated, your future payment dates will be on or around this time each month.

9.2 We may, entirely at our discretion, accept other payment methods to start, restart, transfer or upgrade your membership.

9.3 When you or your bank tell us about a change to your bank account details, we may ask you to sign a new direct debit mandate form.

10. Failure to pay

10.1 This section covers action we may take if you do not pay your monthly membership fee or any other fees or charges you have agreed to pay because:

- 8.1.1 the account details you gave us for the direct debit are wrong; or
- 8.1.2 there are inadequate funds available in your bank account; or
- 8.1.3 you have cancelled your direct debit without giving us the correct notice period (see section 11 of these Terms and Conditions)

10.2 If the account details you gave us for the direct debit are wrong:

- 8.2.1 we will ask you to pay by cash, debit card or credit card and to provide your correct bank details. You will also be asked to complete a new direct debit mandate form.
- 8.2.2 While you owe us payments, you will not be able to use your membership card in the car wash. When your payments are up-to-date, you will have access reinstated. You will be required to pay all monthly membership fees for the duration of the commitment period you signed up to.

8.3. If there is not enough money available in your account:

- 8.3.1. we will ask you to pay by cash, debit card or credit card. If, after the second month we have contacted you, you have not brought your account up-to-date, we will cancel your membership with immediate effect. Where a direct debit payment has failed or been refused, we may attempt to obtain payment through the same direct debit. You are responsible for any charges imposed by your bank in connection with any failed payments or attempts, if your account is not brought up to date we may appoint a debt collection agency to collect any payments owed to us, you may have to pay any costs associated with this including legal costs and any applicable interest. We may also choose to take the payments owed from your credit card or debit card using the credit card or debit card details you have given us and you hereby authorise us to do so.
- 8.3.3. If you are not in a commitment period with us, we will take the first month you fall into arrears as deemed notice to cancel your membership.

8.4 If you have cancelled your direct debit without giving us notice:

- 8.4.1. We will ask you to pay by cash, debit card or credit card. If you are not within any commitment period, we will cancel your membership from the end of the month and your account will remain in debt until the outstanding payment is made.

8.5 We may appoint a debt collection agency to collect any payments you owe us, and you may have to pay any costs associated with this, including legal and court costs and interest. Or we may choose to take the

payments owed from your credit card or debit card using the credit card or debit card details you have given us and you hereby authorise us to do so.

11. Transferring your membership

11.1 You are unable to transfer your membership to anyone else unless stated by a member of the car wash for valid reason which is at our discretion.

12. Your right to cancel your membership

12.1 Cancelling your membership during the cooling-off period

- 10.1.1 If you have purchased your membership online, you have a legal right to change your mind within 14 days of joining and receive a refund.

The 14-day cancellation period commences the day of your membership start date as stated on your agreement. If you choose to cancel within the cooling-off period, we will give you a full refund of the activation fee if applicable and any other fees you have paid.

- 10.1.2 If you want to cancel your membership within the cooling-off period, you must send your notice in writing to 5 Star Car Wash (Scotland) LTD, 17 Glenfield Road, Kelvin Industrial Estate, East Kilbride, G75 0RA.

- 10.1.3 If you have purchased your membership in person, rather than joining online, you may be entitled to cancel and obtain a refund subject to the provisions of clause 12 below.

- 10.2 Cancelling your membership after the cooling-off period

-10.2.1 To cancel your membership after the cooling-off period, you must send your notice in writing to 17 Glenfield Road, Kelvin Industrial Estate, East Kilbride, G75 0RA. If we receive your notice on the first day of the month, your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month. This means we will take one more direct debit payment before cancelling your membership.

For example, if we receive your notice on 10 May, cancellation will take effect from 30 June. If you are within your commitment period, we will cancel your membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. All memberships come with a 12-month commitment period as standard.

- 10.2.2 If you cancel your membership in writing (by post or e-mail), when we receive your written notice, we will send you an acknowledgement letter or email to confirm the date your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice and you must contact us and send a further cancellation notice to us.

10.3 After the cooling-off period you may cancel your membership within your membership commitment period for the reasons set out in 11.3.1 to 10.3.9 only. We may require you to produce proof, satisfactory to us and in accordance with section 18 below, if you cancel for any of the following reasons:

- 10.3.1 Pregnancy
- 10.3.2 Serious illness
- 10.3.3 Serious injury
- 10.3.4 If you move house more than twenty miles from the car wash
- 10.3.5 Redundancy
- 10.3.6 Your office relocates more than twenty miles away from the car wash
- 10.3.7 If we permanently close the car wash.
- 10.3.8 If we close the car wash in its entirety for refurbishment for more than one month at any time

10.4 As well as the above, you may cancel your specific type of membership in the following ways:

- 10.4.1 Standard monthly - if you have chosen, or changed to, our standard monthly payment option, you can cancel your membership by giving us one full calendar months' notice in writing.

13. Our right to cancel or freeze your membership

13.1 We may cancel your membership at any time by giving you one month's notice in writing. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months.

13.2 We may freeze your membership at any time (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

- 11.2.1 You seriously or repeatedly break the conditions of your membership; or
- 11.2.2 You allow another person to use your membership card to gain access to the car wash (unless you have notified us in writing in advance that your membership card has been lost or stolen); or
- 11.2.3 If you and/or any of your guests use offensive, abusive or discriminatory language or use or threatening, violent, offensive or intimidating

behaviour or conduct at the car wash, or if your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk; or

13.3 If we permanently close the car wash, we will, where possible, give you at least one full calendar months' notice in writing. We will send this to the address you have given us. We will also put a notice on our website and on a notice within the building.

13.4 If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

14. Our right to change your membership and these terms and conditions

14.1 We may, at any time, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

14.2 From time-to-time we may change our monthly membership fees. We will endeavour not to change the fee more frequently than once in a calendar year, and to ensure that any change is reasonable. We will inform you regarding any changes which will apply to you, and will give you at least one full calendar months' notice before the change comes into effect. Please see your payment options for details of how fee changes will affect you.

14.3 We may, without notice to you, make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members.

14.4 When we make changes that may affect you, we will give you notice of the changes we plan to make by displaying the changes in the car wash for one full calendar month. If you are not happy with the changes, you can cancel as explained in section 10 of these terms and conditions.

15. Restarting your membership after cancellation

15.1 Where you have cancelled your membership, you may restart your membership again at any time. To do so, you will need to sign a new membership agreement form and set up a new direct debit with us.

15.2 You will not be able to restart your membership until you have paid all amounts you owe us for your previous membership (if any), and we reserve the right to refuse to permit you restart your membership again until you have done so.

15.3 If your membership was cancelled by us due to any reason we reserve the right to decline your application for a new membership.

16. Proof

16.1 We may need you to provide proof, which is satisfactory to us, of:

- 14.1.1 your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or
- 14.1.2 your entitlement to cancel or freeze your membership; or
- 14.1.3 any email you sent to confirm cancellation or the date you posted your cancellation notice, or both.

16.2 If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we will not be able to cancel your membership and your membership may continue until you do provide us with a valid cancellation notice.

16.3 If you cannot provide satisfactory proof of your eligibility for a particular discounted membership, we will automatically place you on the full rate and inform you in writing in line with the direct debit guarantee.

16.4 We may require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.

17. Your contact details

17.1 We will send all letters, emails, communications and information to the address and other contact details you have given us on your membership agreement form. You must keep us up-to-date with any changes to your address or other details by filling in an administration form online or at the car wash.

17.2 If at any point we find that you have provided us with an incorrect name, address or other details which are not your own, we may cancel your membership and prevent you from joining the membership scheme.

18. Membership cards

18.1 We will give you a membership card.

18.2 You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of

identification which is acceptable to us before we allow you to use the car wash.

18.3 If you have lost your membership card, you will need to obtain a replacement membership card. There may be a charge for the replacement card.

19. Queries

19.1 If you have any queries about these terms and conditions, payments or specific details to do with your membership, please speak to the car wash.

20. Liability

20.1 5 Star Car Wash (Scotland) LTD cannot guarantee that all the facilities are available at all times due to maintenance issues, adverse weather conditions and facility or equipment breakdowns or malfunctions. By law, we do not have to pay you compensation for any service, facility or equipment not being available (including, by way of example only and without limitation, for reasons of health and safety, or if the unavailability is for the benefit of our members generally) unless this was due to or caused by our negligence.

20.2 By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.

20.3 We will not pay you compensation if we have failed to carry out our duties due to:

20.4 your own fault;

- 18.4.1 the fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; or

- 18.4.2 events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.

20.5 We can make changes to the type of facilities we provide, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.

- 18.5.1 Death or personal injury caused by our negligence or that of our staff; or

- 18.5.2 fraud or fraudulent misrepresentation.

- 18.5.3 any other liability which we cannot by law exclude or limit.