

Membership Terms and Conditions:

1. The Membership Scheme

1.1 The Membership Scheme (hereinafter referred to as Membership) applies to those Mytime Active Venues, which are included within the specific Membership.

2. The Company

2.1 The Company (Mytime Active Ltd) shall through its duly authorised representative manage and operate the Venues and deal with all matters in relation to it.

2.2 Registered in England No. 4809606. Registered Office:

Linden House, 153-155 Masons Hill, Bromley BR2 9HY.
VAT Reg No: 830 7625 34. Mytime Active Ltd is a registered charity No: 1102460

3. Acceptance of Membership

3.1 The decision to accept a Membership application shall be at the sole discretion of the Company. The Company reserves the right to verify, or require proof of all information required in order to obtain Membership and any fraudulent or wrongful information given in order to obtain such Membership could result in cancellation of all membership rights and lead to the repayment of all monies due to the Company. If the membership application is accepted by the Company, Membership by the applicant shall commence upon receipt of the appropriate fee. A membership card shall be issued by the Company. The card remains the property of the Company and entitles the holder to all rights and privileges exercisable by the category of the holder.

3.2 The acceptance by the Company of an application for Membership shall constitute a legally binding agreement between the Member and the Company.

3.3 Annual advanced members have a 14 day money back guarantee. If the Member cancels within this period, the company shall refund in full the appropriate fee. In no other circumstances will fees be refunded by the Company.

3.4 Membership cards are issued to all current Members and must be shown to obtain membership entitlements. Membership cards may only be used by the registered Member and any fraudulent use of the membership card by the Member will result in cancellation of that membership with no refund being made by the Company. Lost or damaged membership cards are subject to a replacement charge being made.

3.5 Completion of the Members personal details implies acceptance of the provisions contained within the data protection act.

4. Limitation of Liability

4.1 The Member acknowledges that the Company's obligations and liabilities are exhaustively defined in this agreement.

4.2 The Member is responsible for the consequences of any use of any of the Company's facilities. The Company will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

4.3 The Company accepts liability to the extent that it results from the negligence of the Company and its employees for the death of personal injury without limit.

5. Physical Health of the Member

5.1 The Member warrants and also represents that they are in good health and are not knowingly incapable of engaging in either active or passive exercise. The Member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

6. Assignment

6.1 The Company may assign the benefit of these terms and conditions of membership to a third party on similar terms and conditions without notice being served upon the Member to that effect.

7. Membership

7.1 All categories of membership shall be subject to these terms and conditions and to the rules, bylaws and regulations of the Venues which are in force at the time.

7.2 The membership conditions require for junior members to transfer their membership to a suitable product on their 16th birthday. No benefits specifically applicable to under 16's will be transferred at time of renewal.

8. Initial, Annual and Monthly Membership Payments

8.1 Memberships are offered for a minimum of 12 months. Members can pay either by annual subscription in advance or monthly by Direct Debit. For granting this credit, Members pay an additional 10% surcharge, which is incorporated within the Direct Debit payments.

8.2 The Direct Debit Contract will start from the date of the First Direct Debit Payment. If you wish to terminate your Direct Debit Membership, you must do so in writing to the Venue at which you joined. Terminations will be subject to a single Cancellation Fee equivalent to two monthly payments, where membership is cancelled within 12 months from the First Direct Debit Payment Date.

8.3 Annual Advanced Memberships will last for 12 months from the date of purchase

8.4 Direct debit payments are made on the 1st working day of each month. If the Company is unable to collect the direct debit fee on the due date, the Membership will be suspended until the Member pays any outstanding monies. Upon payment of all outstanding monies Membership will immediately continue

8.5 The Company reserves the right to increase membership fees annually at anytime. The Member will be given a minimum of two weeks written notice of the new prices.

8.6 A membership can be suspended due to a certified medical reason and is at the discretion of the company. Suspension is made for a minimum of 1 month and a maximum of 3 months. All suspensions must be full calendar months.

8.7 All suspension requests must be made on a suspension request form in person at a Mytime golf course by the 14th of the month prior to the month the suspension starts.

9. Expulsion of Members or Termination of Membership

The Company may expel a Member or terminate the Membership of a Member without notice and with immediate effect if:

9.1 the Members conduct is such that in the reasonable opinion of the Company, it maybe injurious to the character, name or interests of the Company.

9.1 If the Member has committed any breach of these terms and conditions the rules, bylaws and regulations of the Venue.

9.2 By notice in writing if any part of the annual or monthly membership charge which is due and payable remain unpaid 5 days after the due date for payment.

9.3 A Member, whose Membership is terminated by the Company, shall forfeit all the privileges of Membership with immediate effect without an entitlement to any claim for any refund of their annual fee or termination of their membership card.

10. The Venues Facilities

10.1 Certain categories of Membership do not include all of the golf course(s) services and facilities. Services and facilities not included may be provided at an additional charge at the Company's discretion.

10.2 Members are entitled to advance booking rights.

10.3 The Company reserves the right to make reasonable alterations to the type of facilities provided without notice and the Company shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance and improvements.

11. Operational Hours

11.1 The normal operational hours of the Venues and the facilities contained are available from the Company on request. Such hours maybe lengthened or shortened at the absolute discretion of the Company with or without prior notice being given to Members. The Company shall endeavour to give Members reasonable notice of such change to hours.

11.2 On occasions when necessary maintenance is required, the golf course(s) may be closed, for which Members will be given at least 14 days notice prior where possible for any such closure.

12. Governing Law and the Jurisdiction of the Courts

12.1 This agreement shall be governed by and construed within English law and the parties agree to submit any disputes to the exclusive jurisdiction of the English courts.

12.2 The Company stores personal data carefully. If you have any questions about your personal data held by the Company, or wish to cease processing your personal data for direct marketing purposes, please contact the General Manager.

12.3 The Company uses personal data of members, prospective members and former members for the purposes of administering membership (including collecting membership fees and other sums due to vetting people for memberships), access control, providing services to members and former members and internal administration such as training, detection and prevention of crime. Where the information is sensitive, the Company takes extra care of this information and will not pass it on to any third parties except businesses within the Company. Other information, the Company may pass to contracting parties or other relevant businesses.

The Direct Debit Guarantee

- This guarantee is offered by all banks and building societies that take part in the direct debit scheme. The efficiency and security of the scheme is monitored and protected by your own bank or building society.
- If the amount to be paid on the payment date changes, Mytime Active will notify you 10 working days in advance of your account being debited or otherwise agreed.
- If an error is made by Mytime Active, your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a direct debit at any time by writing to your bank or building society. Please also send a copy of your letter to us. You will be responsible for paying the balance of your subscription in full if you choose to cancel direct debit payment of your membership fee.



Levy Card T&Cs

- Levy is only a benefit applicable to current subscribers of a Mytime Active membership scheme.
- Top ups need to be made with a valid membership card.
- Levy balances are held at individual sites and cannot be transferred to different sites.
- Levy top ups have an expiration date of 3 years from the date of purchase.
- Levy funds will automatically allocate the appropriate discount for the purchase transaction at the point of sale.
- Members of a 7-day subscription will be allocated 15% discount on Food & Beverage and 10% off retail
- Members of a 5-day subscription will be entitled to 10% discount off Food & Beverage and 10 % off retail.
- The regular rules regarding the purchasing of Alcohol for under 18 applies when using the levy card.
- If funds are not spent within the 3 years of purchase they will be retained by the company and will no longer be available to the customer.
- Expired members will be given one chance after they have chosen not to renew to use their levy before it will be retained by the company.
- Membership cards must be used and pre-paid to access the membership levy discount.
- Levy top ups can be made at any point of sale in multiples of £10 or more.