

## MYTIME ACTIVE TERMS AND CONDITIONS

### 1 MYTIME ACTIVE

1.1 Mytime Active is a company limited by guarantee and registered charity.

1.2 It is registered in England and Wales. Its registered office address is Linden House 153-155 Masons Hill Bromley BR2 9HY. Its company registration number is 04809606. Its charity registration number is 1102460. Its VAT registration is 830762534.

### 2 LEISURE FACILITIES

2.1 Mytime Active owns, manages and/or operates a number of leisure facilities ('Leisure Facilities').

2.2 The number of Leisure Facilities and range of activities at each Leisure Facility varies and may change from time to time during a membership period.

2.3 Mytime Active shall take reasonable steps to notify all users of the Leisure Facilities in advance of any such changes as provided for in these Terms and Conditions.

### 3 APPLICATION OF TERMS AND CONDITIONS

3.1 These terms and conditions ('Terms and Conditions') shall apply to all members of Mytime Active's Leisure Facilities.

### 4 ACCEPTANCE OF MEMBERSHIP

4.1 An individual wishing to become a member of all or any of the Leisure Facilities shall complete and sign a Membership Application Form.

4.2 The decision to accept the application of a potential member shall be at the sole discretion of Mytime Active. Mytime Active reserves the right to verify or require proof of all information given in order to obtain membership. Any fraudulent or wrongful information given in order to obtain such membership could result in cancellation of membership and all membership rights, and the repayment of all monies due to Mytime Active.

4.3 If the membership application is accepted by Mytime Active, membership of the Leisure Facilities shall commence upon the receipt of the appropriate membership fee.

4.4 A membership card shall be issued by Mytime Active to all members. The membership card shall remain the property of Mytime Active. Membership cards must only be used by the registered member and be shown on entry to a Leisure Facility. Mytime reserves the right to cancel forthwith no refund of membership if it is found that a member has used their membership card fraudulently. Mytime Active may charge for replacement cards where membership cards have been lost or damaged.

4.5 The membership cannot be assigned or transferred to another person. In exceptional circumstances a transfer request can be considered with supporting evidence.

4.6 The acceptance by Mytime Active of an application for membership of the Leisure Facilities shall constitute a legally binding agreement between the member and Mytime Active. The member hereby agrees also to be bound by these Terms and Conditions and by any rules, bylaws and regulations of all or any of our Leisure Facilities which are in force at the time and as notified to the member by Mytime Active.

### 5 CANCELLATION OF MEMBERSHIP

5.1 The member has the right to cancel this agreement after the receipt of one full month's payment.

Member join date 1st to 15th of the month

The first full month's payment will be collected on 1st of the following month.

Member join date from the 16th to 31st

The first full month's payment will be taken at point of sale (with the current month's pro-rata)

5.2 A member has the right to end this agreement within fourteen (14) days of the date of the signed Membership Application Form by submitting a written request to their home leisure centre. The member shall be entitled to a refund of the membership fee paid less a pro-rata sum for the number of days prior to cancellation. Any MyGoal fees paid

shall not be refunded. If after this initial fourteen-day term you opt to cancel your membership a written request must be received:

5.2.1 by the 14th of the month, then there shall be nothing more to pay and membership shall terminate at the end of that month. (Subject to the minimum term in 5.1.)

5.2.2 after the 14th of the month, then the member shall be liable to pay the direct debit fee in the following month with termination of membership effective from the end of that month. (Subject to the minimum term in 5.1.)

5.3 If Mytime Active is unable to collect the direct debit fee on the due date the membership shall be 'frozen' and no access shall be allowed until the due fees are paid.

### 6 MEMBERSHIP CATEGORIES AND FRIENDS AND FAMILY MEMBERSHIP

6.1 All categories of membership shall be subject to these Terms and Conditions and to the rules, bylaws and regulations of all or any of all or any of the Leisure Facilities which are in force at the time as notified to the member by Mytime Active.

6.2 Member's selecting the Advanced membership option shall agree to be a member until the end of the specified membership term. Advanced members have a fourteen (14) day money back guarantee. If the membership is cancelled within this time period, the Company shall refund in full the appropriate membership fee. After this initial period advance memberships are non-refundable.

6.3 A minimum of three (3) linked members are required to apply for a Friends and Family membership. Additional members can be added on at anytime by completing a membership Conversion Form and making an initial payment. The conversion form must be completed by the Primary member.

6.4.1 Should linked members on a Friends and Family membership fall below three (3) then the remaining members will revert back to the standard membership rate. (Adult Standard, Adult Joint, Junior Standard, Prime Standard, or Young Adult Membership)

6.4.2 On an Adult Joint membership should the linked members fall below two (2) the remaining member will revert back to the standard Adult membership rate.

6.4.3 Any such price changes will automatically be communicated in writing to the Primary member.

6.5 Written Requests from linked members to suspend or remove themselves from the membership will automatically be communicated in writing to the Primary member.

6.6 Friends and Family/Adult Joint memberships can only be processed through one bank account and therefore only one direct debit mandate should be completed.

6.7.1 Junior members shall be required to transfer their membership to a suitable product on the date of their 16th birthday. No benefits specifically applicable to members under 16 years old shall be transferred at time of or after the members 16th birthday.

6.7.2 Prime members shall be required to transfer their membership to a suitable product on the date of their 60th birthday. No benefits specifically applicable to members over 60 years old shall be transferred until after the members 60th birthday.

### 7 INITIAL FEE AND MONTHLY MEMBERSHIP CHARGES

7.1 All members shall pay all membership fees irrespective of actual usage of the Leisure facilities. For the avoidance of doubt, membership fees shall not be refunded if a member chooses not to use all or any of our facilities.

7.2 If a member joins before the 16th of the month, the member shall pay a proportion of the first month's fee with the direct debit fee commencing on the first day of the following month. If a member joins after the 16th of the month, the member shall pay a proportional fee of the remaining month plus the entire following month (i.e up to 7 weeks).

## MYTIME ACTIVE TERMS AND CONDITIONS

The direct debit fee shall commence on the first day of the subsequent month.

7.3 All monthly payments shall be paid by direct debit and are payable in advance.

7.4 Membership prices are reviewed from time to time. Mytime Active shall notify members of any such changes at least ten (10) working days in advance.

### 8 SUSPENSION OF MEMBERSHIP

8.1 The member has the right to suspend their membership after the receipt of one full month's payment.

8.2 Members are permitted to place their membership on hold free of charge by completing a Suspension Form at a Mytime Active Leisure Centre. All suspensions must be full calendar months.

8.3 Suspension forms must be completed no later than the 14th of the month prior to the month suspension starts.

8.4 The minimum length of a suspension is one-month (1) and maximum length is three (3) months. Three months is the maximum amount of time a membership can be suspended in a year. At the end of the suspension period the membership will automatically be 'unsuspended' and the direct debit will resume.

8.5 If for medical reasons the member requires longer than 3 months, this can be 'considered' with appropriate and relevant medical evidence. The maximum suspension period under these circumstances would be six months (6).

8.6 Members on a 'Golf and Leisure' memberships are only permitted to suspend their membership with a certified medical reason (at the discretion of the company).

8.7 The minimum length of a suspension for a Golf and Leisure member is 1 month and the maximum length is 3 months.

### 9 EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY MYTIME ACTIVE

9.1 Mytime Active may expel members or may terminate the membership of any member without notice and with immediate effect if:

9.1.1 the member conduct, whether or not such conduct is the subject of complaint by another member or group of members, is such that in the reasonable opinion of Mytime Active, it may be injurious to the character, name or interests of the Mytime Active and/or all or any of the Leisure Facilities or is such that it renders the member unfit to associate with other members of all or any of the Leisure Facilities;

9.1.2 if the members have committed any breach of these Terms and Conditions or the rules, bylaws and regulation of all or any of the Leisure Facilities as in force from time to; or

9.1.3 by notice in writing if any part of the annual, or monthly membership charge which is due and payable remain unpaid five(5) days after the due date for payment.

9.2 A member, whose membership is terminated by Mytime Active, shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual membership fee on termination of their membership card.

### 10 CHANGES TO MEMBERSHIP CATEGORIES

10.1 Mytime Active shall give not less than one month's prior written notice including by email to all members if Mytime Active shall discontinue any of its membership categories and/ or schemes.

### 11 CHANGES TO LEISURE FACILITIES

11.1 Members are required to pay for all activities outside of their membership category and must have a valid ticket for use.

11.2. For Group Exercise Classes members can cancel pre-booked classes 24 hours before the class start time without incurring any charge. Members who do not register their attendance for a pre booked class will also be charged a dishonor fee. Further bookings can not be made until this fee is paid.

11.3 Mytime Active reserves the right to make reasonable alterations to the range of activities provided at each Leisure Facility without notice and Mytime Active shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance and improvements

### 12 CHANGES TO OPENING HOURS

12.1 The Leisure Facilities normal opening hours are available from Mytime Active on request. Such hours may be extended or reduced at the absolute discretion of Mytime Active with or without any prior notice being given to members. Mytime Active shall take all reasonable steps to give members reasonable notice of change to such hours.

12.2 On occasions when necessary maintenance is required, the Leisure Facilities may be closed, for which members shall be given at least fourteen (14) days notice of any such closure.

12.3 On occasions when emergency repairs or maintenance is required, the Leisure Facilities may be closed with immediate effect, without notice.

12.4 Peak and off-peak membership apply to various Leisure facilities, hours and activities may vary per Leisure Facility.

### 13 ASSIGNMENT CLAUSE

13.1 Mytime Active may assign the benefit of these terms and conditions of membership to a third party on a similar terms and conditions without notice being served upon the to that effect.

### 14 PHYSICAL HEALTH OF MEMBER

14.1 The member warrants and represents that they are in good health and are not knowingly incapable of engaging in either active or passive physical exercise. The member further warrants that such exercise would not be detrimental in any way to their mental or physical health, comfort, condition and/or wellbeing.

14.2 Members must ensure that they are competent prior to using health and fitness and other equipment at any of the Leisure Facilities including any new health and fitness and other equipment introduced during the membership period. At the point of joining, the member shall request to complete an induction to ensure competency using health and fitness and other equipment at any of the Leisure Facilities. There shall be an opportunity for the member to waive their right to complete this induction and accept personal responsibility for the competency and health condition. Mytime Active staffs are available upon request to familiarise members before use of any new health and fitness or other equipment at all or any of the Leisure Centres which may be introduced during the membership period.

### 15 LIMITATIONS OF LIABILITY

15.1 The member acknowledges that Mytime Active's obligations and liabilities in respect of the Leisure Facilities are exhaustively defined in these Terms and Conditions.

15.2 The member is entirely responsible for the consequences of any use of all or any of the Leisure Facilities and associated equipment. Mytime Active shall not be liable for any direct, indirect or consequential loss damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

15.3 Mytime Active accepts liability to the extent that it results from the negligence of Mytime Active and/or its employees for death or personal injury of any members without limit.

### 16 PRIVACY AND DATA PROTECTION POLICY OF MYTIME ACTIVE

16.1 In accordance with the General Data Protection Regulation 2018, Mytime Active will ensure that personal data is processed lawfully, fairly and transparently. Data will be collected for specified, explicit and legitimate purposes and not processed in a manner incompatible with those purposes. The personal data that we hold will be accurate and where necessary be kept up to date. Mytime Active will not pass your personal data on to any third parties except where processing by a third party is necessary for the performance of a task or a contract. For further details about our privacy policy, please visit us at [www.mytimeactive.co.uk/privacy-policy](http://www.mytimeactive.co.uk/privacy-policy)

### 17 GOVERNING LAW AND JURISDICTION OF THE COURTS

17.1 This agreement shall be governed by and construed with English Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts.

