TERMS AND CONDITIONS

FOR MEMBERS OF

THE SPORTSPACE LITTLE HAY GOLF COMPLEX MEMBERSHIP PROGRAMME

BROUGHT TO YOU BY DACORUM SPORTS TRUST (a registered charity)

Background

We operate a customer focused charitable sports trust for the benefit of the community we serve and our aim with these terms of business is to set out clearly the basis upon which you are a member of the Sportspace Membership Programme and able to use the facilities we operate. As these terms are intended to be legally binding we ask that you read all of the conditions and if you are in anyway unclear about any aspect of these conditions we urge you to discuss this with our membership team who are on-hand to help you.
These terms and conditions apply to Little Hay Golf Complex.

1. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Sportspace Little Hay Golf Complex Membership Programme" means any of the following and any revisions or additions of them:

Adult 7 day

Adult 5 day

Senior 7 day

Senior 5 day

Couples joint
Family membership

Junior Up to aged 18

Intermediate

Winter Membership

"we", "us" "our" means Dacorum Sports Trust

"you", "your" means the person or persons who become members who pay monthly into the Sportspace Little Hay Golf Complex Membership Programme.

Membership runs from 1st April – 31st March each year and is for a minimum of 12 months although may be pro rata'd if starting after 1st April.

Please note that any incentives offered for new membership will be of limited duration and are not available to existing members or to anyone beyond the advertised closing date of the offer.

2. Eligibility

Each class of the SportSpace Membership Programme has its own eligibility criteria and when you first join as a member or if you should choose to change your type of membership we will rely on you to provide us with complete and accurate information to ensure that you have the correct type of membership. If your circumstances change then we rely on you to update us. We will not be liable for any consequential loss or damage you may be caused by any failure on your part to provide us with accurate and up to date information that might affect either your eligibility for membership or your use of the facilities.

3. Payment Terms

Membership Fees may be paid using the following methods:
Direct Debit;
Credit Card;
BACS.

The following Membership Payment Terms will apply:

3.1 Annual Subscriptions

If you pay 12 months Membership fees in advance your Membership will run for the 12 month period covered by the payment without any refund should you choose not to use your Membership during the 12 month period.

3.2 Direct Debit Subscriptions

If you opt to pay your Membership fees on a monthly direct debit basis the cancellation provisions of paragraph 4 will apply.
If your Membership Fees are paid by Direct Debit and you wish to change your bank or the account used to pay, you must inform our membership team of the new bank details and the date on which you wish the change to take effect.
The number of membership fee payments required shall be determined by the type of membership you hold.
Subject to the suspension provisions below membership fees are payable throughout the period of membership irrespective of your actual use of the facilities.
You may be denied access to the facilities whilst any membership fees or other sums due remain outstanding.
In the event that membership fees remain unpaid for a period of more than 2 months, we may refer the matter to a third party debt collection company.

Your membership is dependent on you maintaining payments of your monthly direct debit and if any monthly direct debit payment is not received on the due date for payment then your membership will (except in exceptional circumstances and at our sole discretion) be automatically suspended until all due payments have been brought up to date. We reserve the right to cancel your membership if 3 or more monthly payments have not been received and the cancellation will take effect on the date you are notified.

3.3 Third Party Collections and Administration of Direct Debits

We may from time to time use a responsible and experienced third party service provider to manage our direct debit collections. The company appointed will be provided with personal data comprising

your name, address, contact number and bank details for the sole purpose of managing our direct debit collections. By being a member you authorise us to disclose such data to the company.

4. Cancelling your membership

4.1 Memberships run for a minimum period of 12 months. In order to cancel your membership after this period you must give us at least 28 days notice by emailing membership@sportspace.co.uk to expire at the end of the next calendar month. For example, if you serve 28 days on 15 June your membership will run until 31 July.

4.2 We reserve the right to terminate any person's membership on giving not less than 28 days notice to take effect on the last day of the month following the service of the notice. Except in circumstances where the membership has been cancelled as a consequence of any breach of the membership terms and conditions we will refund pro-rata the proportion of any unused period of membership.

5. Voluntary suspension of membership

5.1 Your membership may be suspended in the event of long-term illness, injury or pregnancy. If you wish to suspend your membership you should inform the membership team no later than 5 days prior to start of the month in which you wish the suspension to take effect ("month" refers in this case to a membership billing period and not necessarily a calendar month). We may require a medical certificate, doctor's note or similar proof of illness or other incapacity for the suspension of your membership.

5.2 Membership may be suspended at our sole discretion for non-medical reasons for a minimum period of one month up to a maximum period of three months. During such suspension, normal membership fees shall be replaced with a reduced monthly charge applicable from time to time.

5.3 Periods of suspension shall not form part of the term of your membership. For example, if you have 8 months left of your membership a 2 month suspension will still leave you with 8 months remaining following the end of the suspension.

6. Your times of use

6.1 The Little Hay Golf Complex opening hours will be explained to you when you become a member and may be subject to variation for operational reasons.

6.2 Bookings are only accepted from members whose membership fees are up to date.

7. Golf course closure

We reserve the right to close the course in full or in part or otherwise restrict access onto the course at our sole discretion at any time without notice. Any such closure or restriction shall not entitle any member to any refund of any fees, subscriptions or other sums paid.

8. General conditions

8.1 You will be provided with your personal non-transferable membership number that you will be requested to show at the start of your activity session. If your membership number is used by anyone else with your knowledge or consent then we reserve the right in our sole discretion to charge you the non-member's rate for the activity used, suspend your membership or cancel your membership. Your membership number will be required for all telephone bookings.

8.2 48 hours notice is required to cancel an on-line booking.

8.3 The course will operate as a 4 ball course. Little Hay Golf Complex reserves the right to make games up to 4 balls at busy times, particularly at weekends.

8.4 Non attendance of booked sessions will result in a charge being made to your account at the appropriate activity rate for members.

8.5 Membership fees do not cover the cost of lockers. Any property stored in lockers is stored at your own risk. We regret we cannot accept liability for any loss or damage that may occur to items stored in lockers.

8.6 You are expected to adhere to the Little Hay complex dress code and are required at all times to wear clothing suitable for the activity you are engaged in together with safety equipment (where relevant). Clean shoes must be worn or used at all times within the clubhouse.

8.7 You must inform us if you have sustained a personal injury elsewhere or have developed a medical condition that may have consequences for training or involvement in any activity.

8.8 We ask you to familiarise yourself fully with contents of our signs, notices on display, the location of emergency exits and the car park rules.

8.9 You are required to abide by Little Hay Golf Complex's policy on the use of cameras, video and mobile phones.

8.10 We constantly strive to improve your experience with our centres and as a result we will from time to time add to or change or withdraw the activities offered. We will try to give you as much warning as is possible but sometimes for operational reasons we are obliged to withdraw all or any part of the facilities for the periods where we need them for tournaments, exhibitions, competitions or other activities or in connection with any repair, alteration or maintenance work.

8.11 Membership does not guarantee the availability of a parking space. Parking spaces are available on a first-come-first-served basis.

8.12 You are requested to familiarise yourself with the rules associated with Little Hay Golf Complex that are designed for the safety and wellbeing of all users. Failure to comply with the complex rules may result in suspension or cancellation of your membership entirely at our discretion.

8.13 You acknowledge that there are inherent risks participating in any sporting activity and for this reason we expect members to maintain their own appropriate insurance cover against third party liability consequent upon your participation in activities on the Little Hay complex.

9. Grievance procedures

9.1 Any complaint or grievance should in the first instance be referred to the duty manager of the facility you are using.

9.2 If the complaint or grievance cannot be resolved to your reasonable satisfaction at a local level then we request that you email full details of the complaint or grievance to contact-us@sportspace.co.uk and the matter will be referred to a senior manager.

9.3 In the unlikely event that the senior manager is unable to resolve your complaint or grievance then it will be referred to the Operations Director whose decision will be final.

10. Data Protection

We will not share your personal data with any third parties for any reasons without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

11. Variations

We reserve the right on giving you 14 days' notice to amend or alter membership packages and these terms and conditions. We will display any changes or alterations on the relevant website www.sportspace.co.uk or www.thexc.co.uk.

12. General

These Terms and Conditions do not affect your statutory rights under consumer protection law.

13. No Waiver

No failure by us to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

14. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

15. Law and Jurisdiction

These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Dacorum Sports Trust a company registered in England and Wales company number 4868497 whose registered address is at Sportspace Hemel Hempstead, Hemel Hempstead, Hertfordshire, HP1 1JS. Registered charity number 1103980.