



BURNLEY LEISURE AND CULTURE - MEMBERSHIP TERMS & CONDITIONS

These terms and conditions apply to our leisure and golf memberships at Burnley Leisure and Culture. Completing our membership sign-up process confirms your acceptance of these terms. If you do not accept these terms, you should not proceed with the membership.

1. **The Centres** (St Peter's Leisure Centre, Padiham Leisure Centre and Towneley Golf)
 - a) The centres are owned by Burnley Borough Council and operated by Burnley Leisure and Culture.
 - b) Car parking rules must be obeyed at all centres to prevent penalty charges. Parent and child bays are for members with children only. A blue badge must be displayed in vehicles using disability bays.
 - c) Any query regarding your membership can be sent to info@blcgroup.co.uk.
 - d) Each centre operates with individual opening times – please check these online at www.blcgroup.co.uk.
2. **Membership**
 - a) This agreement commences as soon as membership is agreed/purchased.
 - b) Membership is subject to the rules and regulations of the centres as directly enforced.
 - c) You will be entitled to all the rights and privileges applicable to the type of membership shown.
 - d) The management team reserves the right to reject an application for membership of the centres.
 - e) Membership is personal to the member and is non-assignable, non-transferable and non-refundable, except as specified in the rules.
 - f) Direct debit mandates can only be accepted from an account holder over 18 years.
 - g) Burnley Leisure and Culture operate as a cardless facility. Members are expected to download the 'BLC' app upon sign-up. They must also register for an online LeisureHub account. The app will store membership details recorded on the computer system and will provide access control into the centres. Each LeisureHub account needs a unique and individual email address. Email addresses cannot be shared between multiple members.
 - h) Members are required to have a digital photograph taken at the centre. This will be held on our system for security reasons.
 - i) Most direct debit memberships can be temporarily frozen for a minimum of one month and a maximum of six months. The freeze period must fall in line with the direct debit dates. At least 10 days must be given in writing to freeze a membership. An administration fee of £5 per month is charged for this facility. Annual memberships can be frozen for up to six months for a one-off administration fee of £10. Golf, University of Lancashire and 12-week Health Programme memberships cannot be frozen, unless for medical reasons at the discretion of management. Freezes for medical reasons may require a medical certificate. Burnley Leisure and Culture reserve the right to withdraw from this facility at any time. Any freeze period will extend the original contract term at the end of the contract.
 - j) Members signed up to Corporate membership will be expected to provide evidence of working for their employer. Regular checks will be completed to confirm employment status. Members will automatically move onto the Anytime membership when their employment ends. Members will be notified of this change via email.
 - k) Members entitled to Staff Plus discount are only eligible whilst the employee is employed by Burnley Leisure and Culture. This membership type will be cancelled once the qualifying employee ends employment and the contract term has ended.
 - l) Members on discounted memberships due to age or student status will automatically be moved onto the most appropriate membership once studies have finished or their birthday passes. Members will be notified of this change via email.
 - m) Stepping Stone membership automatically increases to a higher monthly amount on the 12th instalment (9th instalment from 1st April 2026). The membership then remains continuous.
 - n) Membership downgrades are not available during the minimum contract term.
 - o) It is your responsibility to keep your personal data up to date with us, e.g. email address, phone number and address.
 - p) If you are signed up to the wrong membership in error, you will be given the option to change. If you decline, your membership will be cancelled, and any monies owed will be refunded (less a proportion for any usage).
3. **Initial Payment and Membership Dues (Monthly and Annual)**
 - a) All applicants shall pay an advance payment upon becoming a member. In the case of an annual membership, the full amount is payable. For direct debit memberships, the payment will include a pro-rata payment to cover use of the facilities until the first direct debit payment is made. The amount of the initial pro-rata payment is variable in accordance with the date of joining. Annual membership and initial payments are non-refundable.
 - b) Memberships that provide access to the health suite will incur a one-off charge upon sign-up for a sauna band, personal to the member. Replacement bands can be purchased at the centre thereafter. This is needed to gain access to the facility.
 - c) Management reserves the right to increase the price of any membership. Price increases are typically in line with inflation, and advance notice will be given to the member in writing.
 - d) Members may be expected to clear past membership arrears before rejoining Burnley Leisure and Culture under a new membership.
 - e) If you join with a promotional discount code, this cannot be used in conjunction with another offer or discount.
4. **Period of Commitment**
 - a) You are agreeing and contracting to complete the minimum period of your membership (typically 12 weeks or 3, 9 or 12 months, depending on your membership type).
 - b) The minimum period excludes any freeze periods and the initial pro rata payment.
 - c) Once you have completed the minimum number of direct debit payments, we will automatically continue to collect your direct debit on your chosen date. Your membership will continue under these provisions until it is terminated. Members in a 12-month contract will be reminded when their contract period is up.
 - d) Couples membership is a minimum 12-month contract. This membership cannot be cancelled until the 12th instalment has been paid. In the event that the additional person needs to come off the membership, the primary payer will need to see the remainder of the contract out on a single membership. Both members must reside at the same address to qualify for the discount. Evidence of address may be requested.
 - e) 12-week Health Programme memberships cannot be frozen, and the 12-week period will run continuously until the end date. Any member who does not complete the 12-week Health Programme membership (minimum 8 visits) can re-join but will need to pay the full charge again.
5. **Collecting your Monthly Subscriptions**
 - a) DFC is our third-party agent for the collection of your monthly subscriptions. DFC will collect your subscription monthly in advance on our behalf by direct debit.
 - b) If you fail to make a payment on time, DFC will automatically apply the following charges:



- 1) Failure to pay the subscription on the due date - £15.00.
- 2) Failure to pay the missed subscription within 7 days of the date of a reminder correspondence - £30.00.
- 3) Failure to pay the arrears and accrued charges within 7 days of the date of a final notice - £45.00.

Late payment charges become payable immediately when they are incurred.

- c) DFC is our agent for serving notice and collecting any termination payments on BLC's behalf.
- d) If you would like to make a complaint with the service you have received from DFC, this should be done in writing or by email (see clause 9a for contact information). You may also request a copy of our complaints policy.
- e) If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third-party company for collection. The costs incurred in employing the third-party company will be borne by you, including the costs in tracing you should you have changed address without telling us.
- f) If you change your bank account, please do not cancel your existing direct debit. Please contact DFC to update the details to prevent your account falling into arrears. You can do this online or via telephone - <https://payments.debitfinance.co.uk/login.php>.
- g) Cheques are no longer accepted as a method of payment.

6. Missing Payments

- a) If you miss two payments, you will be deemed to have breached your contract. You are obligated to make every direct debit payment regardless of non-attendance.
- b) If DFC cannot collect a monthly payment, they may automatically take a double payment the following month. They may not send prior notice of this, so funds will need to be available.

7. Giving Notice to Cancel

- a) Once you have completed your minimum period, DFC will continue to collect your monthly subscription on a rolling basis until you terminate your membership.
- b) If you do not want your membership to extend past the minimum period, you should give DFC one month's calendar notice to cancel before your minimum period ends.
- c) If your membership continues past the minimum period, on a rolling basis, and then you decide to cancel, you will need to contact DFC and provide 30 days notice to cancel.
- d) Cancellations can be made via telephone, email or the customer portal (see clause 9a for contact information). You will require your DFC reference number to use the portal.
- e) You will pay 1 months' full membership as your final payment; this will not be a pro rata payment. Access to the facilities will be available during this time.
- f) All cancellation requests must go via DFC. These cannot be processed at a Burnley Leisure and Culture centre.
- g) Cancelling your direct debit alone will not terminate your membership, you must contact DFC to initiate the process. You should keep your direct debit active until the final payment has been processed.

8. Termination of Service – Limited Rights to Cancel

During the minimum period, you may cancel the contract only:

- a) If we fail to maintain the standard of service you would reasonably expect.
- b) If we alter the operating hours of the services unreasonably, resulting in you being subsequently unable to access the services.
- c) If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
- d) If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
- e) If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence, and we may, at our discretion, suspend payments for two months. We will then review your financial situation with you.
- f) If you become pregnant. You must produce documentary evidence, and we may, at our discretion, suspend payments for three months. We will then review your situation with you.

9. Cooling Off Period

The cooling off period is only statutory to memberships that carry a minimum term requirement that have been purchased off-premises e.g. online.

- a) This contract and subscription commences immediately once you have completed the sign-up process for membership. You have 14 full days after sign-up to cancel this contract for any reason. To exercise this right, you must inform us of this by post, email or telephone using the details below:

Burnley Leisure and Culture

St Peter's Leisure Centre

Church Street

Burnley

BB11 2DL

Telephone: 01282 953444

Email: info@blcgroup.co.uk

Alternatively, you can notify DFC to exercise this right:

DFC

1st Floor, Central Square South

Orchard Street

Newcastle-upon-Tyne

NE1 3AZ

Telephone: 01908 752078

Email: info@debitfinance.co.uk

Customer enquiry form: <https://www.debitfinance.co.uk/customer-enquiry/>

- b) If you exercise this right to cancel, we will reimburse you for any subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, we will reduce your subscription fee refund by a pro rata amount equal to the number of days from sign-up to the date cancellation was requested.
- c) You will be entitled to all the rights and privileges extended to you for the type of subscription chosen.

10. Expulsion of Members and Termination of Membership

- a) The management team may terminate the membership of any member without notice and with immediate effect:
 - 1) If the member's conduct, whether witnessed direct by a member of staff, or is the subject of a complaint from another



member(s), is deemed injurious to other users of the centre. This includes any form of inappropriate behaviour or language, along with misuse of equipment. Members must respect the warning signs displayed around the centres, especially regarding the use of cameras and mobile phones. Members must dress appropriately and respectfully for the activity they are to participate in.

- 2) If the member breaches these terms and conditions or the direct rules and regulations of the centre.
 - 3) If any part of the initial subscription fee or the monthly membership charge, which is due and payable, remains unpaid after the due date for payment.
 - 4) If a member brings intoxicating liquor, illegal substances or food into the centre.
 - 5) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect, without claim for any refund of their monthly membership charges.
- b) All decisions of the management team under this clause are final and binding.

11. General Terms

- a) It is at the discretion of the centre management team to close any of the facilities or limit their usage should the centre venue become used for major events, refurbishment, emergency repairs/maintenance or adverse weather conditions for example at the golf course. No refund will be given in such circumstances, and the management team shall endeavour to give reasonable notice of any change, lengthening or shortening of such hours.
- b) The management team reserves the right to amend the terms and conditions of the membership.
- c) The minimum age to partake in group fitness classes is 14 years of age. The minimum age to use the pool without a parent/guardian is 8 years of age (competent swimmers only). The minimum age to use the health suite is 16 years of age.
- d) For health and safety reasons, we have age and time restrictions on gym access:
 - 1) Under 12 years old – gym access not permitted.
 - 2) 12/13 years old – must attend gym with parent/guardian present.
 - 3) 14/15 years old – can attend the gym unaccompanied until 5.30pm, Monday to Thursday and anytime Friday to Sunday. A parent/guardian must be present for visits past 5.30pm, Monday to Thursday.
 - 4) 16 years and above – no restrictions.
- e) Members are expected to adhere to the health commitment statement outlined below. Gym inductions are available upon request and can be booked at reception.
- f) Members should check the opening times for each centre online. Please note, Off Peak membership provides a last entry time of 3.15pm and a departure time of 4pm, Monday to Friday (anytime at weekends).

12. Privacy and Data Protection

- a) We take great care to ensure that any information we hold about you is kept safe and secure. This section explains how and why we use your personal information.
- b) We need to collect, process and share your personal information with DFC in order to provide you with the services you require. The personal information required includes:
 - 1) Your personal details (such as your name, address, date of birth, telephone number and email address).
 - 2) Your financial information (such as bank account details).
 - 3) Your medical information (such as pre-existing health conditions).
 - 4) Your ethnicity (optional).
- c) Elements of your personal data may be shared with our third-party marketing agency in order to exchange membership and marketing communications with you. You can opt out of receiving marketing communications at any time.
- d) Elements of your personal data may be shared with your college, university or place of employment to confirm eligibility status of membership.

13. Your details and Financial Information

- a) DFC requires this information in order to collect and process payments. They will also use the information for related purposes, e.g. keeping records of financial transactions for a number of years (as required by law and the Direct Debit Indemnity) or to pursue unpaid debts. DFC may anonymise and aggregate data (so that it no longer identifies you) and then use it for analysis and reporting purposes. Some of the information DFC collects and processes will also be shared with us (e.g. details of a missed payment). For further information on how and why DFC use your personal information, and details of your legal rights (including the right of access), please visit: <https://www.debitfinance.co.uk/>.

HEALTH COMMITMENT STATEMENT

Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.



Our commitment to you

We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.

We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely you should get advice from a relevant medical professional and follow that advice, before you use our equipment and facilities.

You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.

If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.