



In partnership with Burnley Borough Council

MEMBERSHIP TERMS & CONDITIONS

1. **The Centres** (St Peter's Leisure Centre and Padiham Leisure Centre)
The centres are owned by Burnley Borough Council and operated by Burnley Leisure.
2. **Membership**
 - a) This agreement commences once signed.
 - b) Membership is subject to the rules and regulations of the centre as enforced from time to time (full copy available on website)
 - 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 16 years.
 - g) Members will be issued with a Space card (which shall remain the property of the Trust) with the relevant membership details recorded on the computer system. This card **MUST** be produced to gain access to the facilities at the correct membership rate. A member may not loan his/her membership card or permit it to be used by anyone. If a membership card is lost or mislaid, the management team will issue a replacement card for a reasonable charge.
 - h) Members are required to have a digital photograph taken at reception which 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 maximum of six months (Golf membership excluded). One month's notice must be given in writing and 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. Burnley Leisure reserves the right to withdraw from this facility at any time.
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 membership, this payment will include a joining fee and a pro-rata payment to cover use of the facilities until the first direct debit payment is made - therefore the amount of initial pro-rata payment is variable in accordance with date of joining. Annual membership and initial payments are non-refundable.
 - b) The Direct Debit Payment Amount is due from you to us. You are obligated to make the minimum of three monthly direct debit payments with the first one being on the 1st Direct Debit Payment Date and then every month thereafter (excludes initial pro-rata payment and freeze option). You are obligated to make every Direct Debit Payment regardless of non-attendance.
 - c) Once you have completed the minimum three months direct debit payments we will automatically continue to collect the payment amount each month and your membership will continue as before, being extended by one month for each payment
 - d) Subject to all subscriptions being fully paid up to date at time of cancellation, any monthly member can cancel their membership once the minimum term has been completed, by giving at least 30 days written notice in advance of the next payment due date, either by completing a cancellation form as provided by the centres, email to leisure@burnley.gov.uk or via letter.
 - e) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect, without claim for any refund of his/her monthly membership charges.
 - f) Monthly membership fees may be increased subject to 30 days notice, at the discretion of the management team.
 - g) For the avoidance of any doubt, any member who rejoins the centre following any previous period or periods of membership shall pay the appropriate joining fee for new members.
 - h) If we take no action or let you off any breach of this agreement or allow you extra time to pay or comply, this will not prevent us from enforcing the terms of the agreement strictly at a future date.
4. **Expulsion of Members and Termination of Membership**
 - a) The management team may terminate the membership of any member without notice and with immediate effect:-
 - (i) if the member's conduct, whether or not such conduct is the subject of complaint by another member or members, is such that in the reasonable opinion of the Council, it may be injurious to the character or interests of the centre, or such that it renders the member unfit to associate with other members of the centre.
 - (ii) if the member shall have committed any breach of these terms and conditions or of the Rules and Regulations of the centre as are from time to time enforced.
 - (iii) 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.
 - (iv) if a member brings intoxicating liquor, illegal substances or food into the centre.

All decisions of the management team under this clause are final and binding.
5. **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 or emergency repairs/maintenance. 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.