

# **LCC North Membership**

## **Terms and Conditions – 1st January 2021**

KendalWall, LancasterWall and PrestonWall, VauxWall East, VauxWall West, HarroWall, CroyWall, RavensWall, CanaryWall, and BethWall, are trading names of the Lakeland Climbing Centre Limited ('LCC').

In this document 'LCC North' refers to KendalWall, PrestonWall and LancasterWall, all other centres have separate terms and conditions, and payment arrangements. Payment types are not transferable between LCC North Centres and LCC London Centres.

It is a prerequisite of all payment options that the user is registered with an LCC North Centre and complies with the Conditions of Use and Rules of any LCC North Centre they are using.

Failure to comply with the Conditions of Use and Rules may result in exclusion without refund.

### **1. Payment Options**

The following payment options are available at any LCC North Centre.

#### **1.1. Single Entry (Pay as you go)**

Users pay a fee each time they use an LCC North Centre. This is a daily fee which allows re-entry on the same day.

#### **1.2. Punch card entry**

Users buy multiple entries upfront in packs of 5 or 10 punches. These are used when the user visits an LCC North Centre. Each punch allows re-entry on the day it is used with the exception of the 'One hour Punch Card'. Punches bought before 1st December 2020 have no expiry date and cannot be refunded or transferred. Punches bought on or after 1st December 2020 will expire after two years and cannot be refunded or transferred.

#### **1.3. One Hour Punch cards**

Users pre-pay for 10 entries, these are recorded on a physical punch card. These entries entitle the holder to 1 hour of climbing, off-peak (Weekdays before 5pm). One hour punch cards are site specific to the LCC North Centre at which they were purchased; the entries are non-transferable and non-refundable.

#### **1.4. Pre-paid membership**

Prepaid membership allows unlimited access to LCC North Centres. It is paid for upfront as one month or annual fee for the relevant fixed period. These memberships cannot be frozen.

### **1.5. Recurring membership**

This membership option allows unlimited access to LCC North Centres. It is paid with credit or debit card by continuous payment authority. These memberships are subject to a non-refundable start-up fee at the time of commencement and may be frozen for up to 3 full months in any year (see section 7 for details).

Recurring Memberships bought after the 1<sup>st</sup> of Jan 2022 must run for a minimum term of 6 months.

### **1.6. Multiple methods of payment.**

You cannot pay using punches or casual entries whilst you have an active prepaid or recurring membership.

## **2. Setting up the recurring memberships**

2.1. Recurring memberships may be set up and paid for by someone other than the member, provided the member is already registered as a competent climber.

2.2. The cardholder must be physically present at the Centre to set up the continuous payment authority (recurring membership). Card details will be taken and added to our payment gateway 'Stripe', see section 10. for details.

## **3. Billing cycle**

3.1. Recurring memberships run month to month, starting on the first day of the month and ending on the last day of the month.

3.2. Payment is taken upfront, pro-rata from the purchase date to the first of the following month.

3.3. If a recurring membership is set up less than 3 days before the first of the month dues will also be taken for the first complete calendar month at that time.

3.4. The first recurring payment will be taken on the first working day of the first complete month. If payment was taken for the first complete month at the time of set up, then the first recurring payment will be taken on the first working day of the second complete month.

3.5. Subsequent payments will be taken on the first working day of each month.

## **4. Declined payments & changes of payment cards**

4.1. LCC North must be notified of any changes in account information or card details at least 14 days prior to the billing date. You can notify LCC North of a change by emailing [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk), but please do not send us any card details by email or post. Payment details must be updated either in person at any LCC North Centre or over the phone.

- 4.2. If payment is declined, we will contact you to check your payment details and take the payment. If we are unable to contact you the outstanding payment will be added to the next instalment.
- 4.3. If a payment is declined a second time, your membership will be terminated. Any outstanding fees will remain payable.
- 4.4. Whilst the account is in arrears the membership and all associated benefits are suspended.

## **5. Cancellation**

- 5.1. Recurring memberships can be cancelled at any time after the minimum term (see section 1.5) This must be done by giving written notice to [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk). Once cancelled Recurring memberships will continue to run until the next billing date.
- 5.2. Notice of cancellation must be received by LCC North at least 5 days before the first day of the billing cycle. Late notice may not take effect until the following billing cycle.

## **7. Transferring, freezing and refunding memberships**

- 7.1. Memberships cannot be transferred or refunded.
- 7.2. A freeze option is available for recurring memberships only. If you wish to freeze your account a written request must be sent to [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk).
- 7.3. Recurring memberships can be frozen for up to 3 complete months in any 12-month period.
- 7.4. Monthly payments will be dropped to £5 per month whilst a recurring membership is frozen.
- 7.5. Whilst the membership is frozen, the member is still entitled to any additional benefits of membership e.g. shop discounts.
- 7.6. At LCC North's discretion, in cases of injury or other exceptional circumstances, pre-paid members may be given the option to extend their membership by up to one month maximum. Please email details to [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk).
- 7.7. In the event that all of our Centres are forced to close due to a pandemic or natural disaster, your membership will automatically be frozen and we will

contact you directly. No freeze fees apply during forced closure and this does not use the 3 month freeze allowance.

7.8. If just one of our Centres is closed for up to five days, we will not automatically freeze your membership. You would need to contact us on [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk) to request this.

## **8. Credit**

8.1. In the event that your LCC account has credit applied, this can be used for any product at the Centre and will be used to offset future dues. Please contact [membership@kendalwall.co.uk](mailto:membership@kendalwall.co.uk) to request this.

8.2. Any credit applied before 1st December 2020 has no expiration date. Credit added to your account on or after 1st December 2020 will expire after one year.

## **9. Price changes**

9.1. LCC North may change registration, entry, and payment plan fees at any time. Changes will not be applied retrospectively.

9.2. We will notify our customers of any upcoming changes in prices by putting up notices on our website and in the Centre in advance. Recurring membership customers will be notified by email.

## **10. Storage and processing of payment information**

Recurring memberships use a third-party payment portal, Stripe, to store card details and take payments. Stripe is a certified PCI provider. Your payment card details are not accessible or stored electronically by LCC but are stored and processed by Stripe.