

# Terms and Conditions

The Online Booking service (the "Service") accessed via this website [www.northtyneside.co.uk](http://www.northtyneside.co.uk) (the "Site") is provided by North Tyneside Council. Use of the Site is governed by these terms and conditions (together with the documents referred to on it) ("Terms and Conditions"). Please read them now.

By using the Service you indicate that you accept the Terms and Conditions and that you agree to abide by them. If you are not willing to accept these Terms and Conditions you may not use the Service.

## 1. General

The Terms and Conditions relating to this Service should be viewed as an addition to those set out when applying for an easeEXTRA card or Contours membership. [Details can be found here](#)

## 2. Access

This Service is provided for the use of easeEXTRA cardholders only. Access to the Site is permitted on a temporary basis, and North Tyneside Council reserve the right to withdraw or amend the Service on the Site without notice. From time to time, access may be restricted to some parts of the Site, or the entire Site, to registered users.

## 3. Registration

easeEXTRA cardholders wishing to use the Service are required to complete the online registration before using the Service.

### 3.1 Passwords

You are solely responsible for keeping your account username and password confidential and you are responsible for all activity that occurs under your account. North Tyneside Council has the right to disable any user identification code or password at any time, if in North Tyneside Council's opinion you have failed to comply with any of the provisions of these terms of use.?

## 4. Exercise class booking

### 4.1 Contours Exercise Class Timetable

The [Contours exercise class timetable](#) is available as a PDF download from the North Tyneside Council website. Alternatively paper copies of the timetable are available at our Sports Centres.

### 4.2 Booking class places

All classes have limited places available so it is highly recommended that you book your place in advance. easeEXTRA holders registered for the Service can book for classes up to 7 days in advance. easeEXTRA holders may only book one place per class and this place is for their sole use. It is not transferable to another member or non-member. Not all

of our activities may be available for booking online, but can be booked by phone or in person at reception.

#### **4.3 Class attendance**

Once registered for a class you must be in attendance at least 5 minutes before the class commences, any later and your place will be reallocated as a standby.

#### **4.4 Cancelling a pre-booked class place**

As a Contours member, classes booked through this Service can be cancelled online, however, as part of your Contours membership terms and conditions, this must be done at least 1 hour in advance of the activity start time. If this notice is not given it may result in a charge being placed on your membership card. Customers without a Contours membership may cancel their activities in person or via telephone at the leisure centre. Refunds are not available via the website. Email cancellation requests cannot be accepted.

## **5. Member Communications**

### **5.1 Auto-generated emails from North Tyneside Council**

There are three instances where auto-generated emails will be sent to members:

Upon registration:

- An account activation link is sent to the email address provided at the time of registration.

Upon completion of payment for a booking:

- A link to a printable booking confirmation is sent to the email address provided at the time of registration.

When the user forgets their password:

- A re-activation link is sent to the email address provided at the time of registration.

### **5.2 Online bookings messaging service**

By signing up to this Service you agree that North Tyneside Council may communicate with you about issues affecting your past, current or future class and/or activity bookings via the Site messaging service. You are advised to check your messages when you log into the Site and ahead of any bookings you may have.

North Tyneside Council may contact you with regards to issues such as:

- problems with the Site or Service
- advanced notification, where possible, of works affecting either the Site, Service or the venue
- class venue changes, cancellations, change to advertised timetable, etc.

### **5.3 Members communicating with North Tyneside Council**

Members wishing to communicate with North Tyneside Council regarding bookings made online should contact the leisure centre in person or via the email address shown on the Contact page. Members should provide the following details which can be found on their Booking Confirmation:

- member number
- booking reference number
- class or activity
- date and time of booking

Members should not respond to the auto-generated emails outlined in the above section

## 6. Disclaimer

The Site and its contents are for general information only and are provided "as is". North Tyneside Council make no warranties, representations or undertakings about:

- any of the content of the Site (including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such content); or
- any content of any other third party website referred to or accessed by hypertext link through the Site.

We make no guarantees that the Site is free from so called computer viruses. It is strongly recommended that you check for such viruses before downloading.

## 7. Links

Links to third party websites are for your convenience only. Such websites are operated and controlled by third parties and their inclusion does not imply any endorsement or approval by North Tyneside Council of the material on such websites.

## 8. Liability

North Tyneside Council accepts no liability for any claims, penalties, loss or expenses arising from: any reliance placed on the content of the Site; the use or inability to use the Site; the downloading of any materials from the Site; or any unauthorised access to or alteration to the Site. This clause shall not exclude liability for death or personal injury caused by the negligence of North Tyneside Council.

## 9. Copyright

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- print copies of the Site, or any part of the Site, for any other purpose;

- reproduce, copy or transmit the Site, or any part of the Site, in any way, for any other purpose or in any other medium.

All other rights which are not specifically granted are reserved.

## 10. Privacy Statement

By registering your details on this site you give North Tyneside Council the authority to collect and retain information about you for the purpose of a database. We will not pass on your information to any third parties.

## 11. Changes

North Tyneside Council reserves the right to amend or replace the Terms and Conditions at any time. If North Tyneside Council make any substantial changes you will be notified by posting a prominent notice on the Site.