

Sport and leisure

**Membership terms
and conditions**

**(all membership
types)**



North
Tyneside
Council

1	General
1.1	These conditions constitute an agreement between you and North Tyneside Council.
1.2	The agreement consists of the matters set out and specifically referred to in this document as well as the terms set out in any Direct Debit agreement that you may enter into with North Tyneside Council.
1.3	North Tyneside Council reserves the right to make amendments at any time to offers associated with memberships and to these terms and conditions. Details of any changes will be provided to you.
1.4	North Tyneside Council reserves the right to withdraw a membership to any person who breaches these terms and conditions or who commits any misuse or abuse of staff, facilities or equipment provided by North Tyneside Council.
1.5	All valuables are left at the owners' risk and the facility cannot be held responsible for any loss or damage incurred. In the event of loss or damage to personal property, please inform a member of staff as soon as possible.
1.6	A valid membership card must be always produced for use of facilities.
1.7	All memberships are non-transferable from person to person. If a member is found to have loaned their membership card to another person, the membership may be terminated.
1.8	You may be required to have your photograph taken and consent to such photograph being taken and the photograph will be attached to your membership details so we can verify who you are at each visit.
1.9	Before attending any activities, you must satisfy yourself that you are fit and well enough to perform such activities or seek medical advice where necessary. North Tyneside Council cannot be held responsible for checking that you are fit and well enough to perform such activities.
1.10	All activities are subject to programme timetabling and availability and North Tyneside Council may have to change the timetable of any activities from time to time.
1.11	Members must notify North Tyneside Council of any change in circumstances, i.e. address or name. Members are responsible for ensuring that their contact details are up to date.
1.12	As part of your membership, we may gather information about you and contact you from time to time about our services and activities, further information about this can be found in our Privacy Notice (a copy of which will be made available for you on request) which forms part of these terms and conditions. In accordance with Data Protection legislation, we will not share or disclose your personal information to any third party without your express consent.

1.13	In the event that someone else other than you is making payment for your membership and that person fails to maintain membership payments then you will remain responsible for making payment to us in relation to any outstanding and future membership fees. You remain responsible for ensuring that all payments are paid in full and that you are not in breach of these terms and conditions so as to maintain the validity of your membership and to ensure that you will remain entitled to the benefit of your membership.
2	Facilities
2.1	You are required to observe any guidance relating to the safe use of the facilities and any equipment provided by North Tyneside Council.
2.2	You are required to take reasonable steps and precautions to safeguard your personal property.
2.3	You must familiarise yourself with any specific instructions or guidance provided for any facility or equipment and observe them. Any specific instructions or guidance will be appropriately displayed.
2.4	All customers attending the gym must and wear appropriate clothing and footwear.
2.5	Members must give a minimum of one hour of notice if they are unable to attend a pre-booked class. Failure to do so will result in a loss of pre-booking privilege and to re-instate this, members will need to contact reception.
2.6	During busy periods, time spent on cardiovascular machines in the gym is restricted to 20 minutes for each machine.
2.7	It may be necessary to cancel a scheduled class at short notice due to sickness absence, if no alternative cover can be arranged. North Tyneside Council will endeavour to contact anyone who has booked onto these classes.
2.8	North Tyneside Council reserves the right to close temporarily a facility for refurbishments and / or repairs as and when required. No recompense will be given for the cancellation of activities, breakdown, or annual closure including closure for improvements / developments.
2.9	Every effort will be made to avoid any unnecessary disruption and / or change of instructor for classes that are scheduled. North Tyneside Council reserves the right to withdraw or reschedule classes where they are insufficiently subscribed and / or poorly attended.
2.10	North Tyneside Council will endeavour to repair any broken or faulty equipment within seven working days; however, should the repair of equipment be dependent on the arrival of new and / or replacement parts repairs might be delayed. Members will be kept suitably informed.
3	easecard memberships (discount cards)
3.1	easecard gives discounts to activities across five indoor sport and leisure sites, excluding those run by third parties.

3.2	On application proof of address is required and, where relevant, proof of age.
3.3	Junior easecards are renewable annually and expire the day before the junior turns 17 years old. Senior easecards are valid from 60 years and over.
3.4	Priority easecard discounts are only available to residents in North Tyneside. If your priority status changes during your membership period, your card must be returned, and your details updated.
3.5	Priority applicants must show proof of entitlement along with address.
3.6	easecards are non-cancellable.
3.7	Lost or stolen easecards can be replaced for a nominal fee.
4	Contours membership
4.1	An adult Contours membership entitles you to unlimited use of facilities which includes swimming pools, gyms and classes across five sport and leisure sites. Access to activities as part of a junior Contours membership is dependent on age. Children up to ten years old have unlimited access to swimming pools. 11 – 13 year old children have unlimited access to gyms (accompanied by an adult, 18 years or over), and swimming pools. 14 – 16 year olds have unlimited access to swimming pools and gyms (without adult supervision). The membership excludes private lessons or classes run by a third party which may incur an additional charge.
4.2	Adults must agree to the UK Active Health Commitment Statement as a condition of membership. If you have any medical conditions which may impact on your ability to exercise, you must additionally complete a pre-exercise questionnaire (PARQ), with a member of the gym team.
4.4	Junior Contours members must have an initial induction with a member of the gym team before using their membership. Parents / guardians (over 18 years) must verify they are medically fit to attend and complete and countersign a junior PARQ as part of this. Access to equipment is age dependant.
4.5	If any of your medical conditions change, please inform a member of the gym team.
5	Payment by Direct Debit
5.1	Upon joining you will pay a joining fee and a pro rata payment, plus your first monthly payment, depending on the date you joined. Your next payment will be collected via Direct Debit – the date of collection will be on your membership record. All Direct Debit Contours memberships, excluding the non-contract membership, are continuous contracts with a minimum term. For junior members, the parent / guardian is accountable for the Direct Debit payments.
5.2	Before the setup of a Direct Debit, a credit check is undertaken. If you have a previous unpaid debt with North Tyneside Council, your membership may be terminated with no re-imburement of initial payment made.

5.3	A member can only terminate their membership paid for via Direct Debit, after completion of the minimum period in accordance with paragraph 5.4 and providing 28 days written notice to the Contours team (details below).
5.4	The minimum period for an adult contracted membership paid by Direct Debit is completed upon payment of your 12th monthly instalment. The minimum period for a non-contract membership is 28 days after your first Direct Debit payment. The minimum period for a junior contracted membership is either 6 or 12 months.
5.5	The 28 day notice period for a contracted membership begins on the date of receipt by North Tyneside Council of the cancellation request. 28 days' notice is required for the cancellation of a non-contract membership. Your membership will expire 28 days after you have put your notice in. Please note, we are unable to stop any Direct Debit payments after the 25th of each month.
5.6	Where a due Direct Debit payment is unpaid, North Tyneside Council is entitled to recover this as a debt. This will include all outstanding monies due in respect of the minimum term of your membership. For junior memberships, the payer is liable for any debt incurred.
5.7	If you cancel the Direct Debit after the minimum period of a contracted membership without 28 days' notice in writing, an invoice may be issued for the one month notice period.
6	Cancellation and suspension of Contours memberships
6.1	Once a contracted membership has been entered into it cannot be changed or cancelled prior to the date of expiry except in exceptional circumstances in accordance with paragraph 6.3. Once a non-contract membership has been taken out it can only be cancelled by giving 28 days' notice.
6.2	After entering into any membership, if you are dissatisfied with the service offered, there is a 14 day cooling off period. Your joining fee and pro-rata payment are nonrefundable.
6.3	A request for early cancellation may be considered by North Tyneside Council in the event of any of the following: <ul style="list-style-type: none"> • You are moving away from the area • Suffering from sustained medical problems, illness or injury which, make it no longer practical for you to use the facilities • If your financial circumstances have materially and adversely changed since you took out your membership However North Tyneside Council reserve the right, at its absolute discretion, to agree or refuse to early cancellation.
6.4	Where you make a request for early cancellation to be considered, you are required to provide appropriate supporting evidence for your request. Any information provided will be treated in confidence.

6.5	Where a cancellation has been agreed by North Tyneside Council, no part payments will be accepted. Payment of any outstanding months will be required in full.
6.6	Cancellation requests, together with supporting evidence, should be sent either via email or post to the Contours team (contact details at end).
6.7	Any request for cancellation is subject to a requirement of 28 days' notice to be given prior to any change being affected.
6.8	North Tyneside Council can suspend contracted memberships for a specific period (four weeks or more for Direct Debit members and one week or more for paid in full members). This does not apply to any short term / promotional offers.
6.9	Any agreement to suspend your membership will be confirmed to you in writing. When suspension is agreed the end date of your membership will be extended accordingly if you have paid in full. Or, alternatively, no Direct Debit payments will be collected for the agreed period of suspension. Contracted members within their 12-month minimum term must still make 12 payments outside of the suspension dates.
6.10	In the absence of written agreement from North Tyneside Council to suspend your Contours membership you will remain responsible for payments, even if you do not use the Contours facilities.
6.11	Suspension requests should be sent either via email or post, details can be found below.
<p>If you require further information about these terms and conditions or any Contours membership, please contact:</p> <ul style="list-style-type: none"> • Contours Membership Team, The Killingworth Site, Block A, Station Road Killingworth, NE12 6QQ • Email: contours.membershipteam@northtyneside.gov.uk 	