



## Registration Terms of Use for the yourtrust Leisure Hub website

These terms and conditions together with any documents referred to govern your use, whether as a member or a registered user of the Online Bookings website and your relationship with yourtrustrochdale (Rochdale Borough Wide Cultural Trust).

Please read the Terms and Conditions carefully before you start to use the site as they affect your rights and liabilities. By using our site, you indicate that you accept the Terms and Conditions and you agree to abide by them. If you do not agree to the Terms and Conditions, please do not register for or use the site.

### 1. Use of the site

1.1 The site is provided to you free of charge for your personal use subject to the Terms and Conditions.

1.2 The site is owned and operated by yourtrustrochdale a company registered in England and Wales under company number 6052980 and our registered office is Number One Riverside, Smith Street, Rochdale, OL16 1ZL. Our Charity Registration number is 1118610.

1.3 Our VAT number is 900 5495 44.

1.4 If you have any queries please contact us by [email](#).

**THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.**

### 2. Amendments

2.1 We may update these Terms and Conditions from time to time and any changes will be notified to you via an announcement on the site. The changes will apply to the use of the site after we have given such notice.

2.2 If you do not wish to accept the new Terms and Conditions you should not continue to use the site. If you continue to use the site after the date on which the change comes into effect, your use of the site indicates your agreement to be bound by the new Terms and Conditions.

### 3. Registration

3.1 To register on the site you must be over fourteen years of age.

3.2 You must ensure that the details provided by you on registration or at any time after registration are correct and complete.

3.3 You must inform us immediately of any changes to the information that you have provided by updating your personal details with your local leisure centre directly.

### 4. Password and security

4.1 If you choose to register to use the site you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and bookings that occur or are submitted under your password. If you know or suspect that someone else knows your password you should change it immediately.

4.2 If we have reason to believe that there is likely to be a breach of security or misuse of the site, we may require you to change your password or we may suspend or disable your account in accordance with paragraph 9 below.

### 5. Cancellations and Refunds

5.1 Refer to our online booking terms and conditions for guidance on cancellations and refunds.

## **6. Intellectual property**

6.1 The content of the site is protected by copyright trademarks, database and other intellectual property rights. We are the owner of all such rights and all rights are reserved.

6.2 You may retrieve and display the content of the site on a computer screen, store such content in electronic form on disk or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.

6.3 You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes in any way, any of the materials or content on the site and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status as the authors of material on the site must always be acknowledged.

6.4 No license is granted to you in these Terms and Conditions to use any of our, or our affiliated companies' trademarks or other intellectual property rights.

## **7. Limitations**

7.1 You must not use the site for disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material unauthorised access to other computer systems or interfering with any other person's use or enjoyment of the site, or interfere with or disrupt networks or web sites connected to the site.

7.2 Your use of the site must not be in breach of any applicable local, national or international law or regulation, including laws concerning the use of public telecommunications networks.

7.3 We reserve the right to refuse to post material on the site or to remove material already posted on the site.

7.4 You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred, all damages awarded against us under any judgment by a court, arbitrator or regulatory body of competent jurisdiction and all settlement sums paid by us as a result of any settlement agreed arising out or in connection with any use of the site by you in breach of these Terms and Conditions.

## **8. Availability of the site**

8.1 Although we aim to offer you the best service possible, we make no promise that the services on the site will meet your requirements. We cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it either directly to your local leisure centre or via [email](#) and we will attempt to correct the fault as soon as we reasonably can.

8.2 Your access to the site may be occasionally withdrawn or restricted without notice, to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can. We will attempt to restore the service as soon as we reasonably can. We will not be liable if for any reason the site is unavailable at any time or for any period.

## **9. Right to suspend or cancel your registration**

9.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

9.2 You can cancel your registration at any time by informing us in writing. If you do so, you must stop using the site.

9.3 The suspension or cancellation of your registration and your right to use the site shall not affect either party's rights or liabilities.

9.4 Paragraphs 6, 7 and 10 of these Terms and Conditions shall survive cancellation of your registration.

## **10. Liability**

10.1 We provide Site without any warranties, conditions or guarantees as to its accuracy. You must bear the risks associated with the use of the Internet.

10.2 While we try to ensure that material included on the site is correct, reputable and of high quality, we do not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the site. If we are informed of any inaccuracies in the material on the site we will attempt to correct the inaccuracies as soon as we reasonably can.

10.3 To the full extent allowed by applicable law, you agree that we, other members of our group of companies and third parties connected to us will not be liable to you for any direct, indirect or consequential loss or damage, including but not limited to any loss of income or revenue loss of business or loss of profits, which may arise in contract, tort or otherwise out of or in relation to the use of any content on the site or the access to the site or its unavailability.

10.4 This does not affect our liability; for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any liability which cannot be excluded or limited under applicable law.

## **11. Advertising and Sponsorship**

11.1 Part of the site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with relevant laws and codes. We will not be responsible for any information provided or any loss or damage that may arise from any advertising and sponsorship material.

## **12. Applicable Law**

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and any disputes will be decided only by the English courts.

## **13. Data Protection**

13.1 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing by us and selected third parties, and you warrant that all data provided by you is accurate.

13.2 In line with GDPR and our retention policy, we will remove the data of accounts that have expired or not been used for a time period that exceeds our retention period timeframe.

## **14. Miscellaneous**

14.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

14.2 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

14.3 If you breach these Terms and Conditions and we ignore the breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

14.4 Other than where expressly stated, a person who is not a party to these Terms and Conditions shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Please also refer to our [Privacy policy](#)