

Todd Energy Aquatic Centre (TEAC)

Terms and conditions for using <u>facilities.npdc.govt.nz</u> and its Online Services

- 1. By accessing or using this website and any online services, you are deemed to have accepted New Plymouth District Council's terms and conditions of use. These include the terms and conditions set out on this page, together with any applicable terms or conditions on other parts of this website relating to any information content or online services offered by Todd Energy Aquatic Centre.
- 2. New Plymouth District Council may make changes to this website, online services, or to its terms and conditions of use at any time without notice.
- 3. You agree that your use of this website and any information and Online Services will keep to New Plymouth District Council's terms and conditions and with all applicable laws.
- 4. Online services mean any services New Plymouth District Council provides online through this website for users to access, including for the provision of certain information, bookings and applications, and processing transactions and payments.
- 5. Some online services (including access to information and certain parts of this website) are only available to users who register for those services or for access. You must provide current, complete, and accurate information as part of any registration application. New Plymouth District Council may reject an application for registration.
- 6. Creating an account online is only available for customers over the age of 18 with a unique email address.
- 7. Registering with a shared email address will mean that the details of all parties who share that email address will be available to the Online Service and to all parties that share that email address. If you want to register using a shared email address, let us know by emailing enquiries@npdc.govt.nz and we'll tell you about the process.
- 8. If you are an existing customer with Todd Energy Aquatic Centre, you must use the same email address you used when you signed up. If you sign up with a different email address to the one associated with your existing Todd Energy Aquatic Centre account, your existing details in our system will not be updated and a new account will be created.
- 9. If you register for online services or access, and are issued with a username and password, you are responsible for any use made through your username and password, of this website and its Online Services. You must keep your username and password secret and secure.
- 10. Transactions (including payments) through these Online Services are binding on you. You should keep a copy of any transaction confirmation for your records. You are responsible for the accuracy of all details that you provide when making a transaction using these Online Services, including credit card details.
- 11. You may terminate your registration and use of online services by submitting a request that New Plymouth District Council deletes your registration (including your username and password, if applicable). This action will prevent use of online services but will not result in the cancellation of paid memberships/enrolments or bookings. If you wish to cancel memberships/enrolments or bookings, please contact the relevant centre. New Plymouth District Council may terminate your registration and use of any online services and this website immediately without notice if in New Plymouth District Council's opinion you have

- breached any terms and conditions, or your use is unlawful, unauthorised, dishonest, or inappropriate. Any termination of your registration and right to use online services and this website will not affect any rights or obligations which have accrued prior to termination.
- 12. The material provided on this website is either owned or licensed by New Plymouth District Council and is subject to copyright law. You are not permitted to copy and sell or exploit for commercial purposes, any material on this website. You are permitted to access, view, print, and copy the material on this website for non-commercial personal or internal business purposes. You may also reproduce material on this website free of charge and without further permission, so long as you:
 - do so for informational purposes
 - reproduce it accurately
 - do not use it in a misleading or derogatory context
 - acknowledge that the information is sourced from New Plymouth District Council and
 is subject to copyright. However, registered and unregistered trademarks, logos, and
 service marks used on this website and the online services (which are owned by New
 Plymouth District Council or others) must not be used without specific prior written
 permission of the owner.
- 13. This website may include links or references to other websites. New Plymouth District Council does not control or endorse those websites and is not responsible for their content or activity. Your use of such links and other websites is your responsibility and is at your own risk.
- 14. By using this website and any Online Services, you agree to:
 - provide information and documents in electronic form
 - provide information and documents to the required standard and format
 - receive information and documents from us, including in electronic form.
- 15. This website is provided for your use 'as is'. Your reliance upon and use of this website, its content and any online services, is entirely at your own judgement and risk. New Plymouth District Council has made every reasonable effort to ensure that this website, its content and the online services:
 - contain current, accurate and complete information
 - function correctly
 - are available to and accessible by you and that access is uninterrupted;
 - are provided through a secure website
 - are free of errors, defects, viruses, malware or other harmful components
 - do not infringe any person's rights.
- 16. However, to the maximum extent permitted by law, New Plymouth District Council does not (expressly or impliedly) warrant any of those things. Where this website allows users to post opinions and comments, they are the opinions and comments of the user, not New Plymouth District Council. New Plymouth District Council will try to correct any error, inaccuracy or defects, and remove any inappropriate or infringing content, brought to its attention or that it becomes aware of. To the maximum extent permitted by law, New Plymouth District Council excludes and disclaims:
 - all representations and warranties of any kind (express or implied) in relation to this website or the online services and the content, information and services provided on or through this website or the online services including, without limitation, any implied warranties of:
 - merchantability

- suitability
- satisfactory quality
- fitness for purpose
- o freedom from computer virus or malware
- security
- o the availability of this website
- o the accuracy or completeness of information o or non-infringement
- all liability for any loss or damage arising from the direct or indirect use of, or inability
 to use, this website, its content or the online services (including where you view,
 access, download, use or rely upon content, or link to this website or the online
 services), or from the corruption or loss of any data, inaccurate data entry or the
 interception or 'hacking' of data by unauthorised third parties
- all responsibility and liability for the security of your username and password for any online services, or for online services, activity conducted in connection with your username and password (whether authorised by you or not).
- 17. Governing law: New Zealand law is the governing body for these terms and conditions, their interpretation, and any matters or disputes connected with this website or its Online Services. As such, New Zealand courts will be the avenue for dealing with any such disputes.
- 18. Privacy Information submitted in relation to the Online Service will be treated in accordance with the Privacy Act 1993 and New Plymouth District Council City Council's Privacy Statement available here New Plymouth District Council Privacy Statement
- 19. You consent to receiving marketing and promotional materials from the New Plymouth District Council. If you wish to opt out of these communications, you may do so by unsubscribing from our marketing newsletter. Instructions for unsubscribing will be included in each marketing email you receive.