

TERMS AND CONDITIONS

The following terms and conditions are to ensure the health and safety of all swim school participants and to provide clear understanding of processes for all families. Registering/rebooking with Selwyn Swim School indicates you have read, understood and agree to abide by our terms and conditions.

All Selwyn Swim School participants must adhere to the Selwyn Aquatic Centre facility rules which are aligned with the National Guidelines for Aquatic facilities.

Definitions:

- “You” - the customer and signee
- “Us” - Selwyn Swim School

Recreational Swimming/ Supervision

- Children under the age of 8 must be actively supervised by a parent/caregiver (over the age of 16), which means children under 8 must be actively supervised directly prior and directly after lessons (i.e. parents are there to collect their children after lessons).
- Selwyn Swim School prefers children do not swim recreationally before their lessons as this results in tiredness, lateness and lack of concentration. Children are welcome to swim briefly (10-15 minutes) after their lesson.
- If your child is swimming for more than 10-15 minutes, normal admission must be paid at reception before entering the pool hall.
- Parents/guardians/other family members swimming recreationally while children/siblings are in lessons, are required to pay normal pool entry fee before entering the pool hall.

Fees/Payment

- Lesson bookings are confirmed when payment is received in full, or alternative arrangement is made
- Payment can be made online or at reception.
- Swimmers will not commence lessons until the appropriate term fee has been paid in full. This includes adult lessons, privates and squads, unless prior arrangement is made with swim school management. This excludes monthly squads which must be paid by the end of the month.
- Fees not paid by the due date on your confirmation/invoice will result in cancellation of your booking, unless alternative arrangements were made with swim school staff. Reinstatement is not guaranteed.
- Fees are the full responsibility of the Parent/caregiver registering or rebooking the child/children, each term. Selwyn Swim School reserves the right to cancel lessons if only one half of lessons is paid.
- Fees are set by the number of lessons in the term or

programme.

- Private lessons are available in block bookings of 3 and must be paid for before the first lesson.
- We do not operate on Public holidays or the observation day of a Public holiday. Term fees are adjusted accordingly.
- All enrolment fees may be subject to change. Such changes will take effect when you next renew your enrolment. These changes will be notified.
- All enrolment fees are inclusive of GST. A tax receipt is available on request.

Cancellations/Absences

- When you book swimming lessons, you book for the whole term. However in the event of cancellation or absence for non-medical reasons, fees are forfeited.
- Parents can cancel lessons by filling out a form at reception or by emailing swimschool@selwyn.govt.nz
- Lesson cancellations prior to lessons starting, or in the first week of term may be entitled to a full credit or refund, if the space can be filled. However, if they space cannot be filled Selwyn Swim School reserves the right to charge a two week non-refundable charge.
- Selwyn Swim School does not provide make up lessons, unless it is a private lesson and the instructor is able to.
- In exceptional circumstances or in cases of a serious medical incident that requires 3 or more consecutive weeks off swimming, a credit may be given. A detailed medical certificate or specialists report will be required that states that the swimmer is unable to swim. This is solely at the discretion of the Selwyn Swim School and Aquatic Centre management. The first two weeks off swimming are not able to be credited.

Instructors

- Selwyn Swim School makes every attempt to maintain consistency with instructors, however it is not always possible and instructors may change from time to time due to circumstances beyond our control.

- As part of ongoing training/instructor assessment, instructors may on occasion teach in pairs.
- It is not the responsibility of the instructor to find children who are late for a lesson.

Rebooking

- Bookings automatically roll over and you will be automatically allocated a space in the correct level.
- Requests for changes to your allocated space may be made after the beginning of week 9 each term.
- Selwyn Swim School and Aquatic Centre Management reserve the right to cancel or change class level or time as demand requires. This includes if your child is not going up a level.
- Parents/caregivers will advise the swim school administrator of any changes to their child's health that may affect their bookings.

Photography

- As per Selwyn Aquatic Centre policy, photographic or recording devices of any description are prohibited in all changing areas. Selwyn Swim School recognises there may be occasions where parents/guardians wish to take photos of their swimmers. Please ensure that the photo contains only the child(ren) you are responsible for.
- Our instructors are filmed occasionally for the purpose of performance review and improvement. Whilst children may be in the back ground of the videos, they are not the focus and video footage will not be distributed beyond the instructor and swim school management.

Health & Safety

Your safety is your responsibility. If you have any questions or concerns about exercising safely you should see your doctor.

As per facility guidelines the following Health and Safety rules apply:

- If your child has had an upset tummy or diarrhea in the last two weeks please abstain from swimming for two weeks after the symptoms have cleared. This helps prevent spreading illness and infection to other patrons.
- Take your child to the toilet before they swim and wash hands after going to the toilet.
- All Pre-schoolers not completely toilet trained are required to wear an approved swimming nappy such as "Little Swimmers".
- You are required to inform us of any medical conditions the swimmer has. This will remain confidential.
- We will comply with our obligations under health and safety legislation.

Facility Use

- You must comply with the rules for the use of the

aquatic facilities.

- You must act with courtesy towards other users at all times.
- The rules may be changed at any time by us at our discretion.
- The rules will be displayed in the facilities and/or our website. A copy of the rules will be available upon request.

Privacy

- Personal information about you on your subscription form will be used and held by us for administration of your subscription. This includes notifying you of any changes at the facilities, any changes to these terms and conditions, and any other services available to you as a member.
- In accordance with the Privacy Act, you are entitled to access and correct the personal information held about you.
- Unless you opt out your information may be used by us for marketing purposes.

Termination

We can terminate your membership immediately without notice under the criteria below:

- For any breach of these terms and conditions, or for serious or repeated breach of the rules; or
- If, at our sole discretion, you bring us into disrepute or have not complied with the law.
- You can terminate your subscription at any time. You are not entitled to a refund if we or you terminate your subscription.

Liability

- We will comply with our obligations under the Consumer Guarantees Act 1993.
- Except as provided by statute, we are not responsible for any injury you may suffer during or after exercising on our premises.
- We are not liable in contract or tort or otherwise except as provided by the Consumer Guarantees Act for the damage to or loss of your personal property.