

TERMS AND CONDITIONS FOR SELWYN DISTRICT COUNCIL SWIM SCHOOL

Approved by:	James Richmond- Head of Sport and Recreation
Effective Date	1.6.24
Next Review Date	1.6.26

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

Definitions:

- **Actively Supervised** means to watch and be immediately available to assist your child at all times.
- **Facilities** means the Selwyn Aquatic Centre and Darfield Pool.
- **Swim School** means all learn to swim classes offered by Us.
- **You-** and **Your** means the swim school member (or the parent, guardian or caregiver where relevant).
- **Us, We-** and **Our** Selwyn District Council operating the Selwyn Swim School

Recreational Swimming/ Supervision

- Your safety is our primary concern. To reduce the risk of accidents, safety measures are in place at our Facilities. It is however the parent's or caregiver's responsibility to ensure your child(ren)'s safety at all times while at our Facilities.
- All children under the age of eight years must be Actively Supervised by a parent or caregiver aged 16 years or over during their lesson and in any of our pools. We recommend that you do not swim recreationally before their lessons as this results in tiredness, lateness and lack of concentration. You are welcome to swim briefly (10-15minutes) after your lesson.
- If you are swimming for more than 10-15 minutes after your lesson, normal admission must be paid before entering the Facilities.
- Parents/guardians/other family members swimming recreationally while you are in lessons, are required to pay normal pool entry fee before entering the Facilities.

Payment and Direct Debits

- Fees will be charged in accordance with the notified Fees Schedule in place at the time. A copy of the Fees Schedule can be found at [https://www.selwyn.govt.nz/recreation-And-](https://www.selwyn.govt.nz/recreation-And-facilities/recreation-And-sport/prices)

[facilities/recreation-And-sport/prices](https://www.selwyn.govt.nz/recreation-And-facilities/recreation-And-sport/prices)

- We reserve the right to change to our fees at any time. You would be notified of the change when you receive your invoice for the following term. If you are not happy with the change in fees, you may cancel your enrolment at any time before the change in fees takes effect. If you terminate your enrolment under this clause, we will not charge you any additional fees.
- Lesson bookings are confirmed when payment is received in full, or a Direct Debit is put in place. You are required to submit the completed direct debit forms and any associated forms at the time of enrolment.
- Fees must be paid in full upon making your booking or through direct debit payments. Direct debits may be administered by us or by a third party appointed by us. We will provide you with the respective direct debit form to complete when you enroll or, if you are joining/enrolling online it will be part of the online process. The direct debit facility will be used for payment of all fees and amounts owed by you as they become due.
- If a direct debit cannot be processed (e.g. because of insufficient funds or changes to your bank account), we or our agent, may charge an administration fee.
- If you cancel the direct debit facility, or a direct debit cannot be processed we may terminate your enrolment by providing you with written notice of termination.
- After two missed payments we may suspend your enrolment until a payment plan is in place. To end any suspension due to non-payment of fees, you must pay all amounts owing plus any applicable administration fees.

- In the event your enrolment is terminated due to a non-payment of fees, your account may be sent to a debt collection agency for recovery. Any recovery costs will be added to your outstanding account balance that is payable to the agency.
- Fees not paid by the due date will result in cancellation of your booking. Reinstatement is not guaranteed.
- We do not operate on Public holidays or the observation day of a Public holiday. If your lesson happens to coincide with a public holiday, there will be no charge for that lesson.

Cancellations/Absences

- If we cancel a swimming lesson, you are entitled to a credit to be used for a subsequent booking.
- Parents can cancel lessons by emailing swimschool@selwyn.govt.nz
- Lessons are non-refundable once the school term has started.
- In exceptional circumstances or in cases of a serious medical incident that requires three 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.
- It is your responsibility to cancel any direct debit payment.

Instructors

- We make 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. All instructors are trained and qualified in swim teaching. They undergo regular training sessions to maintain high teaching standards.

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 by emailing us at swimschool@selwyn.govt.nz
- We reserve the right to cancel or change class levels or time as demand requires. This includes if you are not changing levels.
- You must advise us of any changes to your health that may affect their bookings.

CCTV and Photography

- CCTV may be in place and operational at Swim School. We reserve the right to monitor the safety of our swim school, teachers and participants.

- We may take general photographs or videos of the Facilities at any time. If you or your child appear in those photographs or videos, you agree that we may use them for marketing and promotional purposes and that you have no rights or copyright in the material. You release us, the photographer or filmmaker, and each of their licensees and assignees, from any and all claims and demands in connection with the material or its future use. We will seek your consent before using any photos or videos in which you are clearly recognizable as an individual swimmer.
- You must get the permission of the swimming teacher in charge of the lesson or the person in charge before taking photos or videos of anyone other than your own children.
- Filming for the purpose of in-house swim instructor training will take place from time to time. You agree for your child to be filmed as part of this process. Videos would not be released externally.
- Photographic or recording devices of any description are prohibited in all changing areas.

Safety and Health

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

- To ensure that everyone enjoys the Facilities please follow these simple guidelines:
- 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.
- Safety measures are in place at all facilities to reduce the risk of injury.

Facility Use

- You must adhere to the Facility Rules at all times. A copy of the Facility Rules can be found on the wall of the facility.
- The Facility Rules may be changed at any time by us at our discretion.

Privacy

- You must provide us with correct contact information and keep that information up to date at all times (name, phone number(s), postal address, email address, emergency contact).

- All personal information that we collect about you will be held by us in accordance with the Privacy Act 2020. We will only use that information for purposes required for the operation of the swim school, including administration of your account, and for marketing purposes. We will take all reasonable precautions to protect your privacy. You have the right to access and request correction of any personal information we hold about you at any time.

Termination

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

- For any material breach of these terms and conditions, or for serious or repeated breach of the Facility Rules; or
- If, at our sole discretion, you bring us into disrepute or have not complied with the law.

Our Liability

- You may have rights under the Consumer Guarantees Act 1993 or other consumer law. It is your responsibility to use our Facilities safely, to take care of your own health and to take care of your own property. Provided we act with reasonable skill and care, we will not be liable to you for any direct, indirect or consequential injury, loss or damage suffered by you or to your property in connection with your membership or use of the Facilities. In the event we are liable to you for any reason, our liability to you is limited to a maximum amount equal to the value of the fees paid by you in any 12-month period. Personal injury in New Zealand is covered by the Accident Compensation Act 2001.

Your Liability

- You indemnify us in respect of all costs (including legal costs), losses, damage and expenses suffered or incurred by us and any other person claiming through us as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of you in relation to your use of the Facilities and exercise of your rights under these Terms and Conditions. This indemnity survives the termination or cancellation of this Agreement.