

# SWIM SCHOOL TERMS & CONDITIONS

## Welcome to the AUT Millennium Swim School

Below are the Terms and Conditions regarding our Swim School.

### 1 IMPORTANT DATES

Swim School lessons run through the year from Monday to Sunday, with the exception of public holidays and pool closures, which you will not be charged for. We do have a shutdown period over the Christmas & New Years period. Lessons will then recommence in January – you will be notified of the exact date by email and on our website.

### 2 FEES

Payment for the first month of lessons must be made at the time of booking.

1. Fees for swimming lessons depend on how many lessons your child has per week. The fees for lessons are set out on our website and available at both Swim School Reception and the National Aquatic Centre Reception.
2. You may nominate how many lessons your child will have each week at the time of booking at which point the times and location of each lesson and the cost per month will be confirmed with you.
3. Payment is made in advance by monthly direct debit on the 10th of the month until you decide to cancel your child's swimming lessons in accordance with these terms and conditions. If the 10<sup>th</sup> falls on a weekend or public holiday, payment will come out on the next working day.
4. When you agree to our Terms and Conditions, you're confirming the account details given to AUT Millennium are correct and that you are authorised to use that account. This means, you are either the account holder or you have authorisation to charge fees to the account, with the knowledge and consent of the holder.
5. The AUT Millennium Swim School lessons run on a continuous basis stopping only for a four week break over the Christmas/New Year period plus statutory holidays.
6. AUT Millennium reserve the right to change lesson fees, lesson timetables and teachers by giving you at least one month's notice in writing, either by post or by email. If you do not accept the change you have the right to terminate the lessons (without penalty) by giving us notice in writing at least two weeks before the change comes into effect.

*After 2 weeks of non-payment your child will be unable to take part in lessons until payment of lessons is made. If you wish to cancel the swimming lessons you must provide the Swim School with notice of cancellation in writing prior to the 9th of the month (i.e. before the fees for the next months lessons are debited from your account). Cancellation forms are available from the Swim School Reception desk or alternatively you can email [swimschool@autmillennium.org.nz](mailto:swimschool@autmillennium.org.nz)*

### 3 MISSED LESSONS POLICY

You are responsible for ensuring that your child attends the classes that he/she is committed to. However, we understand that due to unforeseen circumstances sometimes children are unable to attend their scheduled lesson. If this happens we will offer six replacement lessons per calendar year or three replacement lessons for bookings made after 1<sup>st</sup> June 2018.

These will be honoured only if space allows and under the following circumstances:

- Notice is received of child's absence prior to their swimming lesson. This can be through phone (09 477 2074) or email ([swimschool@autmillennium.org.nz](mailto:swimschool@autmillennium.org.nz)).
- There are no fees outstanding.
- The student is still enrolled in lessons. We do not give replacement lessons after a child's is no longer enrolled at the Swim School.
- The replacement lesson is scheduled outside and in addition to the student's regular lesson time.

Replacement lessons can only be booked seven days in advance.

Bookings made after June 2018 will only be entitled to three replacement lessons.

Replacement lessons expire at the end of 2018 and cannot be "rolled over" to the following year.

**Once these are booked they cannot be rescheduled or replaced.**

We do not give credit for missed lessons or in the place of replacement lessons.

#### **4 HOLIDAYS**

**Lessons continue through School Holidays.** Please notify the Swim School if your child will be away during the public school holidays.

**The Swim School does not operate on the following 2018 Public Holidays:**

- New Year's Day – Monday 1 January
- Day after New Year's Day – Tuesday 2 January
- Auckland Anniversary Day – Monday 29th January
- Waitangi Day – Tuesday 6th February
- Good Friday 30th March – Easter Monday 2 April
- Anzac Day – Wednesday 25th April
- Queen's Birthday – Monday 4th June
- Labour Day – Monday 22th October

If your child's lesson happens to coincide with one of these days you will not be charged for that lesson.

#### **5 SAFETY PROCEDURES**

AUT Millennium has procedures in place which ensure that we comply with A.C.C. Pool Safe Requirements.

- For children's safety there is to be no running around the pool area.
- Children must not be in the pool before their teacher has asked them to enter.
- Children under the age of 8 years old must be actively supervised by a parent/caregiver over the age of 16 years.

#### **6 PLASTIC SWIPE CARDS**

Each child will be issued with a swipe card. These cards are valid for use whilst children are enrolled and payment has been received for the lessons.

These cards are \$5.00 to replace and must be returned upon termination of your child's lessons otherwise you will be charged a \$5.00 replacement fee.

#### **7 REQUIRED SWIMWEAR FOR LESSONS**

We believe that children swimming in rash shirts and board shorts are disadvantaged due to the drag that is created in the water. This swimwear is great for the beach and to protect children from the sun but makes learning to swim difficult. You can purchase appropriate swimwear and aquatics equipment at our Speedo

concept store or at the National Aquatic Centre. All children must wear a cap for swimming lessons – with the exception of babies and toddlers.

Required togs are:

- **Girls:** Speedo type togs (no rash vests or board shorts) goggles, swim cap
- **Boys:** Speedo type briefs/shorts, goggles, swim cap

The Speedo Shop at AUT Millennium offers a wide range of swimwear for both boys and girls. Swim School families are entitled to 10% discount off all our swimwear and swim accessories.

## **8 PHOTOGRAPHY**

From time to time we have visitors come into the centre to photograph the facility or children swimming. We wish to assure all Parents/Caregivers that we do not allow any photography without first gaining the Parent/Caregiver's permission.

If you wish to take photos within the facility, then permission will need to be obtained from the Deck Supervisor and/or Swim School reception, as well as the Parents/Caregivers of any child who may be featured in the photo.

From time to time AUT Millennium may take photos or videos for marketing purposes (including for use on the AUT Millennium website, in email newsletters, and in other marketing and advertising materials). If any person can be identified in any such photo or video, AUT Millennium will first ask that individual (or, if a child, their parent or guardian) for permission to use their image in this way. Any photos or videos taken for marketing purposes will not be used by AUT Millennium for any other purpose.

## **9 POOL CLOSURES**

On occasion, we will need to close one of the pools due to an event or maintenance. You will not be charged for the lessons you miss and we will notify you about the closure as soon as possible.

We notify you via email, posters, the AUT Millennium website and our Swim School notice board and newsletters. **It is your responsibility to be aware of any upcoming pool closures and ensure we have up-to-date contact details.**

## **10 FACILITY RULES**

You agree to be bound by our Pool Rules. We may amend our Pool Rules from time to time at our discretion by giving you at least one month's notice in writing, either by post, by email, or on our website. If you do not accept these changes you have the right to terminate this agreement without penalty.

You must not carry out any illegal acts on centre premises and you must comply with our health and safety requirements, including those directed to your own health and safety.

If you or your child experiences an injury or illness in our facilities during lesson time, any required medical treatment will be at your own expense and you agree that to the extent permitted by law, AUT Millennium Swim School will not be liable for any claims or expenses related to that treatment or subsequent treatments. Injury compensation in New Zealand is covered by the Accident Compensation Act 2001.

Patrons must follow staff instructions and refrain from behaviour that could cause injury, offence or harm to other patrons or property. Language or behaviour that may be considered indecent, obscene, disorderly or improper is prohibited.

Parents and caregivers are responsible for the appropriate behaviour and conduct of the children in their care. Please ensure that your child complies with these rules as applicable to him or her.

If you carry out any activity which we consider is offensive or a danger to you or any person, AUT Millennium can ask any patron to leave the premises.

**11 TERMINATION OF THIS AGREEMENT BY AUT MILLENNIUM**

AUT Millennium may, terminate this agreement and your entitlement to use our facility if you:

1. Fail to comply with our "Pool Rules".
2. Fail to make a payment to us when due after AUT Millennium has notified you in writing and given you 14 days to remedy the default.
3. Knowingly assist any unauthorised person with entry into our facility.

**12 EMAIL COMMUNICATION**

AUT Millennium Swim School sends regular email updates to families. These include relevant information about the facilities, public holidays, closures, or events that could disrupt lessons.

Occasionally, our emails may also include changes to lessons including fee changes. If fees do change, we will give you at least one month's notice in writing, by email and on our website. This time gives you a chance to cancel lessons if you choose to.

You can at any time opt out of receiving commercial electronic messages (ie emails which market or promote AUT Millennium goods and services) under the Unsolicited Electronic Messages Act. You will still however be able to receive emails which relate to your membership with AUT Millennium Swim School in relation to your membership conditions, event closures, fee changes and other changes to your membership conditions.

**13 OUR LIABILITY TO YOU**

You have rights and remedies available to you under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 which cannot be contracted out of. Nothing in these Terms and Conditions excludes, restricts or modifies the application of any provision of those Acts, your ability to exercise any right or remedy that you may have under those Acts or our liability to you under those Acts. Subject to your rights under these Acts and provided we act with reasonable care and skill, AUT Millennium will not be liable to you for any direct, indirect or consequential loss or damage or injury of any kind to you or your property, however it arises. AUT Millennium will not be obliged to give you any refund if your child/children fails to attend swimming lessons.

**14 VARIATION OF TERMS AND CONDITIONS**

AUT Millennium may vary these Terms and Conditions from time to time, however any changes to these terms and conditions will only take effect at least one month after the date of notice. Notice will be given by email, by posting a notice on our website and by posting a notice on the notice boards at AUT Millennium's facility. It is your responsibility to ensure that we have up-to-date contact details. If you do not accept any changes that we make to these terms and conditions, you may terminate this agreement without any penalty by giving us notice of termination in accordance with clause 2.

**We would appreciate it if you would take the time to read these terms and conditions carefully and should you have any questions or concerns please do not hesitate to contact the Swim School Reception Staff.**

**By signing this document, you confirm that you are authorised to enter into and agree to the above Terms and Conditions set out by the AUT Millennium Swim School.**

Signed: \_\_\_\_\_

Child's name: \_\_\_\_\_

Your name: \_\_\_\_\_

Date: \_\_\_\_\_