

# LEARN TO SWIM TERMS AND CONDITIONS

## Year-Round Programme

### 1. General

- 1.1. In these terms and conditions, 'you' means the swim school member (or the parent, guardian or caregiver where relevant), and 'we', 'us' or 'our' means Auckland Council.
- 1.2. These terms and conditions apply to Auckland Council Pools and Leisure swim school programmes. By enrolling for lessons, you accept these terms and conditions.

### 2. Enrolment and payment

- 2.1. Lessons operate continuously for 48 weeks each year, including school holidays, with a four-week break over Christmas and additional scheduled maintenance closures where applicable.
- 2.2. Lessons are paid by Direct Debit – either weekly or fortnightly on a Monday. All direct debit details must be provided in full at the time of booking.
- 2.3. Your enrolment continues throughout the year including school holidays until you give at least 10 business days' notice to cancel, in writing.
- 2.4. Missed payments can be made online through myLEISURE.
- 2.5. Discounts are subject to eligibility. Evidence of eligibility may be required at the time of applying.
- 2.6. Discounts will be applied to the eligible account in the following payment period (week or fortnight) and cannot be backdated.

### 3. Direct debits

- 3.1. 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 enrol 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.
- 3.2. If a direct debit cannot be processed (e.g., insufficient funds or changes to your bank account), we or our agent may charge an administration fee.
- 3.3. If you cancel the direct debit facility, or a direct debit cannot be processed for two successive payment dates, we may terminate your enrolment by providing written notice of termination.
- 3.4. After one missed payment, 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.
- 3.5. 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.
- 3.6. You are required to submit the completed direct debit forms and any associated forms at the time of enrolment.
- 3.7. Direct debits are processed on a Monday. However, if the Monday is a public holiday, the payment may be taken out of your account on the next working day.

### 4. Cancellations

- 4.1. If we cancel a swimming lesson, a credit for that lesson will be applied to your next direct debit payment.
- 4.2. You can cancel your enrolment by giving us 10 business days' notice in writing.

### 5. Planned absences

- 5.1. Planned absences can be logged up to 4 weeks in advance via myLEISURE.
- 5.2. Planned absences must be submitted before the lesson begins.
- 5.3. Once submitted, planned absences remain in place.
- 5.4. If a student moves to a different class or level, any existing planned absences and associated replacement lessons are cleared. Families should submit new planned absences if still required.

### 6. Replacement lessons

- 6.1. Replacement lessons are available for any logged planned absence.
- 6.2. Replacement lessons can be booked up to 7 days in advance via myLEISURE.
- 6.3. Replacement lessons are fixed once booked.
- 6.4. Replacement lessons are available only for the same student at the same centre.
- 6.5. Replacement lessons are subject to availability.
- 6.6. If you are away for an extended period, you may cancel your enrolment at any time with at least 10 business days' notice, in writing.



## **7. Data collection and privacy**

- 7.1. 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, authorised child pickup details).
- 7.2. All personal information that we collect about you will be held by us in accordance with the [Privacy Act 1993](#) and our [Privacy policy](#). 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.
- 7.3. 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.

## **8. Photography and recording of swimming lessons**

- 8.1. 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 Auckland Council, 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.
- 8.2. 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.

## **9. Membership cards**

- 9.1. We will issue you with a membership card, which must be swiped each time you enter the facility to take part in a swimming lesson.
- 9.2. If you lose your membership card, you will be charged a replacement fee.
- 9.3. The membership card is for personal use only and must not be used by anyone else.

## **10. Pool rules and hygiene**

- 10.1. You must follow all facility rules and all instructions from our staff.
- 10.2. Please shower before entering the pool.
- 10.3. Swim caps are to be worn at all times during swimming lessons by children over three years old.
- 10.4. Swimmer nappies are required for children under three.
- 10.5. Appropriate swimwear must be worn at all times. Please see [Pool rules](#) for more information – they are also displayed in the facility.
- 10.6. Learn to Swim students aged 10 and under wanting to swim before or after lessons will need to wear a wristband, as well as the caregiver of children under 4 years. Please see [Pool rules](#) for more information.
- 10.7. Please follow our Pool Alone Policy at all facilities. Please see [Pool rules](#) for more information.
  - A. Children aged under 3 years in Babies and Toddlers lessons must have a caregiver aged 17 years or over in the water with the child.
  - B. Children aged 3 to 10 years must have a caregiver aged 17 years or over present at the lesson to be in a position to provide immediate support if required.
  - C. Children aged 11 years and over can attend swimming lessons without a caregiver present.

## **11. Other**

- 11.1. We reserve the right to change to our fees at any time. We will give you 30 days' prior notice (either by post or email or by publication at the Pool and Leisure Centre or on our website). 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 an administration fee.
- 11.2. Please make sure you have notified us of any learning or additional needs as well as any further information that may help us in teaching you or your child to swim.
- 11.3. Please be aware that we may make changes to the timetable. Where this affects you and your lessons we will give you reasonable advance notice.
- 11.4. We may terminate your enrolment immediately if you materially breach any of these terms and conditions. You are not entitled to a refund in that case. We also reserve the right to terminate your enrolment by providing you with at least two months written notice, in which case we will refund you any fees paid for any period after the date of termination.

