

TERMS & CONDITIONS

Set out below are the terms and conditions, including your rights and obligations, of you and as parent or guardian with St Cuthbert's College. We recommend that you read them carefully.

1.0 St Cuthbert's Swim School Participation and Responsibility

1.1 Rules:

You and the child/children in your care who attend at the St Cuthbert's Swim School ("Swim School") (who shall together be referred to as "You") agree to be bound by the Swim School terms and conditions as set out in this agreement, as amended from time to time ("Agreement") and any additional rules posted from time to time in the Swim School (together the "Rules").

1.2 Changes:

You accept that the conditions including our opening and closing hours, services, instructors, facilities, fees and this Agreement may change from time to time. If that happens, we will try and inform you in advance.

1.3 Difference in terms and conditions:

If this Agreement differs from anything you are told at the Swim School or over the phone, this Agreement will apply unless you receive written confirmation from us.

1.4 You or child/ children in your care participation:

Your payment of lesson fees allows the nominated child in your care ("Participant") to participate in the Swim School lessons that the Participant is enrolled for, according to the terms of this Agreement. If You breach any term of this Agreement or break our Rules, the Participant's lessons may be cancelled.

1.5 Take care of your Swim School card:

- a. We will give every Participant a card or band ("Card") when they register. If they arrive without their Card, we may refuse entry.
- b. You cannot lend the Card to anyone else or allow anyone else to use it. The Card is our property and you must return it to the Swim School at the end of the term that the Participant is registered for, or if the Agreement is cancelled.
- c. If you lose your Card, we will replace it and will charge you a fee for the replacement.

1.6 Swimming Caps/Swimming Nappy:

In order to maintain excellent standards in cleanliness for the Swim School pools, all Participants (excluding babies) must wear a swimming cap while using either of the Swim School pools. Participants under three years old must also wear a swimming nappy

1.7 Changes to your situation:

You must tell us about anything that affects a Participant which will affect their participation, such as health, and any changes to your contact details such as postal address, email address, phone numbers, and nominated bank account details.

1.8 Your promise to us:

When you sign this Agreement and for the duration of the Participant having lessons with the Swim School ("Lessons"), you promise that:

- a. the Participant is in good physical condition unless you advise otherwise;
- b. there is no medical or other reason why the Participant cannot take part unless you advise otherwise;
- c. participating in the Swim School will not damage the Participant's health, safety, comfort or physical condition or that of others; and,
- d. you and the Participant will use your best efforts to participate in a way that ensures not only your/ their safety but also the safety of others.

1.9 Use pool area (and other wet areas) with care:

The pool area is only supervised during structured swim squads and Lessons. We accept no responsibility for children outside Lesson times. Participants are not permitted to remain in the pool area after Lessons nor are they allowed into the pool prior to their Lesson starting.

- a. No jumping, running, or diving is allowed in the pool area and children must be supervised by you at all times.
- b. You must follow all rules, signs and any other directions from Swim School staff members for your own safety and the safety of others in the pool area and any other wet areas.

1.10 Take care of your health:

You agree that Participants will not use our facilities if suffering from:

- a. an infection of any sort or kind, or
- b. an illness of any sort or kind, which may be contagious and put other members at risk; or
- c. a physical complaint, such as (by way of example only) an open cut or other similar wound, or
- d. where there is any other risk, however small, to other members.

1.11 Take care of St Cuthbert's Swim School equipment:

You must use our facilities and equipment correctly according to their proper use. If You are unsure of how to operate any item of equipment, please speak to a Swim School representative before you use it.

1.12 Damage to St Cuthbert's Swim School facilities:

You are responsible for any damage to the Swim School or St Cuthbert's College (the "College") facilities caused by You, whether by negligence or otherwise.

1.13 Take care of your personal property:

You are responsible for any personal property (including, by way of example only, any vehicle or any personal property) that you bring onto the College premises including the Swim School premises. Any personal property that You bring with you is at your own risk.

1.14 Refusing entry:

If You break our Rules or act in any way that is inconsistent with this Agreement including by way of example ignoring any sign or hand-out, we may refuse You entry.

1.15 Cancellation after notice:

If You breach this Agreement or break our Rules or act in a way that we consider to be unreasonable, we may give you notice warning you that you risk having this Agreement cancelled. If You continue to behave in the same or a similar way, we may cancel this Agreement.

1.16 Instant cancellation:

We have the right to cancel this Agreement without prior notice if You behave in a way that we consider is inappropriate or carries a serious risk of injury or damage to other members, Swim School facilities or College facilities such as by way of example only:

- a. acting in a way that puts the safety of You or others at risk;
- b. threatening or harassing other members;
- c. damaging our equipment or facilities;
- d. using illegal substances; or
- e. failure to pay under this Agreement;
- f. soliciting or operating a business on College premises without our consent.

1.17 Termination of this agreement by you:

We require written notice for termination of your next payment due on the 22nd of the month before the 15th of that month. Otherwise payment for the following month is required.

2.0 Our Responsibilities

2.1 We promise to you:

When you sign this Agreement and for the duration, we promise to provide our services to the Participants with all due competence, skill and care.

2.2 No claim against us:

Where we have met our promise to You no claim may be made against us:

- a. For any loss or damage of any kind whatsoever to your personal property which you bring into the Swim School.
- b. For any loss or damage of any kind whatsoever to You or your personal property which has been caused by events that are beyond our control or that we could not have reasonably foreseen.

2.3 Risk of injuries and release of liability:

We warn you that, while on our premises, You may be exposed to certain risks by virtue of the nature of the facility.

You agree that you use our facilities and participate in Lessons at your own risk and release us from all liability.

2.4 Breach of Agreement by us:

You can also cancel the Agreement if we breach the Agreement and we do not fix the breach in a reasonable time after you have told us about it in writing.

2.5 Breach of Agreement:

You can also cancel your Swim School Lessons if we breach this Agreement and we do not fix the breach in a reasonable time after you have told us about it in writing.

3.0 Lesson Makeups

3.1 Makeup:

The Swim School offers one makeup session per Participant per Term, free of charge, for unforeseeable reasons such as illness or injury. A makeup lesson must occur within the same quarter, and are subject to availability.

4.0 Lesson Suspension

4.1 Lesson Suspension:

Lessons can be suspended by You for a minimum of 2 consecutive weeks to a maximum of 4 weeks per year for each Participant. The relevant Participant will retain the place in the class upon return.

4.2 Suspension Fee:

A suspension fee applies, per Lesson per Participant, as notified at the time of suspension.

4.3 School Holiday Suspension:

During school holidays, suspension of lessons are free of charge up to 2 weeks per holiday, upon application.

5.0 Lesson Termination

5.1 Lesson Termination:

This Agreement will continue unless you fail to pay the fees in accordance with the Agreement or otherwise terminated by you or us.

6.0 Payment

6.1 Payment of fees:

The payment of lessons is in advance each month by direct debit from a nominated bank account.

Your fee will be debited on 22nd of each month.

The fee will vary depending on how many lessons have fallen in the calendar month. (Typically 4 or 5). By completing and signing the Direct Debit form you agreed to all terms and conditions set out on the reverse of the form. We recommend that you take the time to read and understand these terms.

The Term Fee is based on the total number of lessons that fall within the Term as specified by the Swim School.

Terms dates are based on typical College Term times and agreed at time of registration by you and the Swim School.

When your payment is due to be renewed for a new Term you agree to the current Terms and Conditions applicable at that time. If you wish to continue lessons for the next Term then you must pay for the new term at the end of the current term or you will lose your lesson time and space.

6.2 Late payments:

If you do not fully pay your fees on the due date, we may:

- a. suspend participation: Suspend your Participant's lesson attendance with us until your payments are up to date. We may need to pass on bank fees and recovery costs associated with your late payment and you authorise us to do this; or
- b. cancel this Agreement.

6.3 Your payment responsibilities:

You are responsible for:

- a. making sure that your nominated account is set up to accept our direct debit;
- b. making sure there is enough money in your nominated account on the payment day and up to five Working Days following your payment day;
- c. letting us know if you decide to change your bank and/or nominated account prior to any change being made.

6.4 Disallowed payments:

If your bank does not allow a payment to go through for any reason, we will require you to pay on site prior to participating in the lesson by cash, cheque, Eftpos or credit card.

Rejected direct debit payments will result in a charge of \$20 in addition to your lesson payments.

6.5 Cancelling without further payment:

Under the following exceptional circumstances the requirement of participation for a full Term will be waived if:

- a. the Participant becomes sick or is incapacitated and a medical certificate is provided showing that the Participant cannot continue the Lessons; or
- b. You are judged bankrupt and you provide appropriate evidence that you have been declared bankrupt.

6.6 Changes to Swim School fees:

We may increase your fees at any time prior to the commencement of a Term. We will make a reasonable effort to notify you about any fee increases one month prior to date that our fees will increase from. Where we have made a reasonable effort to let you know about a fee increase, you authorize us to increase any debits from your nominated account or credit card in line with this increase.

6.7 Swim School fees include GST:

Our membership fees include goods and services tax (GST). Any increase in GST will increase your Swim School fees.

7.0 Your Privacy

7.1 Storage and use of your personal information:

On Swim School registration you will provide us with and we will

hold on file your personal information. We will only use, deal with or disclose your personal information in a way that is consistent with our privacy policy.

7.2 Privacy policy available:

You can obtain a copy of our full privacy policy here:

- a. By sending your request by email to: info@stcuthberts.school.nz
- b. or by sending your request by post to:

The Manager
St Cuthbert's Swim School
122 Market Rd
Epsom
Auckland 1051

7.3 Filming and photography in Club:

Sometimes we may film or photograph the Swim School when it is in use for promotional and marketing purposes of our business. You may appear in the background of any promotional or marketing material. By signing this agreement You agree to allow us to use images of You.

8.0 Your Acknowledgement and Acceptance

By joining the Swim School You agree that You have been given the opportunity and have read and understood St Cuthbert's Swim School Terms and Conditions set out above, and You agree to be bound by them.

Name _____

Signature _____

Date _____