

# TERMS & CONDITIONS

## Definition:

- “You” – the customer and signee
- “Us” – Ashburton District Council and EA Networks Centre

## Use of Facilities:

- You are entitled to use the facilities dictated by your subscription type during the normal opening hours of the EA Networks Centre which may be changed at any time by us at our discretion. **At times we may close or limit the available facilities due to maintenance, health and safety requirements or for event bookings.**
- You must comply with the rules for the use of the aquatic/gym 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.
- You are required to have your photo taken for identification purposes.

## Terms applying to your learn to swim lessons include:

- You must pay the upfront fee for the whole period you are booked in for. Payment for next terms lessons is required before the end of the last lesson of the previous term. If this is not received the computer automatically removes your booking. You may re-enrol however there are no guarantees that you will be able to keep your original space.
- Your subscription is for the period dictated by your subscription fee, unless either you or we terminate your subscription as permitted under these terms and conditions.
- If there has been a change in lesson fees, such change will take effect when you next renew your enrolment.
- We will do our best to keep the tutors consistent however we reserve the right to change the tutor if necessary.
- There are no lessons held on public holidays or on Saturdays of a long weekend.
- At times we may take photos and videos during classes. These will be used for training purposes only.
- We reserve the right to cancel lessons at our discretion.
- If you enrol for a class and cancel that booking prior to the start of term you will incur a cancellation fee of \$10.00.

## Terms applying to your direct debit subscription include:

- All direct debit memberships have a one term minimum.
- All direct debit memberships may be suspended on a **ONE WEEK MINIMUM** basis.
- Direct Debit memberships may be cancelled with **ONE PAYMENT PERIODS NOTICE** after the minimum period has passed. This will include payment of final payment period's fees.

## Other Payment Terms

- 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.
- No refunds will be offered on lessons. Credits may be given when a medical certificate is provided.

## Changes

- Changes to the general terms and conditions of enrolments shall be notified publicly within our facilities. Such changes will take effect immediately upon notification and override these terms and conditions without agreement from you the customer.

## 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.

## Health and Safety

- Your safety is your responsibility. If you have any questions or concerns about exercising safely you should see your doctor.
- 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.
- To assist us to maintain the equipment in a safe condition, please advise of anything you observe which needs our attention.
- You are expected to comply with all of our instructions. Advice within the EA Networks Centre will only be given by trained and qualified professionals

## 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.

## 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

## Access

- You must produce your card at the gates depending on pass type to access the facilities. If you lose your card, you will need to pay \$10 for a replacement.
- Your card is for your use only and is not to be shared with anyone else.

**By purchasing a membership, concession card or other form of service you agree and accept the above terms and conditions.**