Te Kaunihera-ā-Rohe o Ngāmotu

New Plymouth District Council

TEAC Swim School Terms and Conditions – 06/03/2025

1) The Todd Energy Aquatic Centre Swim School ("Swim School") participants who receive lessons ("Participants") must sign in or be signed in by their parent, legal guardian or caregiver ("Legal Guardian") at reception before each lesson.

2) No lessons will occur on public holidays and Participants will not be charged for these days.

3) Participants 3 years + must wear swim caps.

4) Goggles must be worn for all Participants in stroking classes: beginner | beginner 9-16 years | advanced beginner | learner | advanced learner | development squad | adults.

5) **Course cancellations** must be advised by the Participant or their Legal Guardian to the Swim School no less than **15 days' notice**.

6) **Private lessons:** cancellations of private lessons must be made to the Swim School office 24 hours before the lesson begins. Failure to give 24 hours' notice will result in the Participant being charged for the full session.

7) **One make-up lesson per term** is permitted due to **sickness only**. To attain the right to a make-up lesson, the Participant or their Legal Guardian must notify the Swim School office of the Participant's sickness a minimum of two hours before the Participant's lesson. It is the responsibility of the Participant or their Legal Guardian to arrange a make-up lesson with the Swim School within the term which the Participant is attending. (The term within which the Participant is attending swim lessons is hereinafter referred to as "the Current Term").

8) The Swim School offers make-up lessons from week four onwards of the Current Term. No make up lessons are available for the holiday programmes.

9) The rights to a make-up lesson under clauses 7 and 8 are subject to the availability of a lesson during the Current Term and nothing in these Terms and Conditions gives the Participant the right to a make-up lesson (during the Current Term or otherwise) if one is not available during the Current Term.

9) The Swim School reserves the right to require that a payment may be required up front for the Participant during the booking process to secure a spot for the Participant if the Participant or the person responsible for paying the Participants Swim School payments have had an overdue account or late withdrawal.

10) Legal Guardians of Participants under 10 years must stay within close proximity to the *learn to swim* lessons (not the cafe/gym/sauna/steam) during lessons.

11) Legal Guardians of Participants over 10 who are swimming while the Participants under their guardianship are in lessons must pay the admission fee at reception.

12) Lessons are subject to minimum enrolment levels. If a lesson does not reach minimum enrolment capacity the lesson will be cancelled. If a lesson is cancelled in accordance with this clause, the enrolled Participants are entitled to change to:

a) an alternate available lesson; or
b) a refund for that Lesson.

13) The Swim School reserves the right to change the instructor of any lesson at any time at its sole discretion.

14) The Swim School operates on direct debit roll over system, except for school holiday lessons and private lessons which are to be prepaid. There are no refunds for participants that withdraw from school holiday lessons.

15) Participants who have a lesson or lessons cancelled by the Swim School will be credited to the value of that lesson which will be applied to the next direct debit payment. Unless a lesson is cancelled in accordance with clause 12, no refunds will be issued for lessons cancelled in accordance with this clause 15.

16) The Participant or the person responsible for paying for the Participant's swim lessons (hereinafter referred to as "the Acceptor") will pay for the swim lessons in accordance with the following clause 17.

17) The Acceptor agrees to enter any agreement or other documentation as directed by the New Plymouth District Council ("the Council") to authorise any third-party (as may be appointed by the Council) until further notice in writing to debit their account with all amounts which the authorised third-party may initiate by Direct Debit. The Acceptor acknowledges and accepts that the bank accepts this authority only upon the conditions set out in the agreement between the Acceptor and the authorised third-party. The Acceptor agrees to be bound by such conditions.

18) Failure to comply with any of the Swim School Terms and Conditions may result in the cancellation of the enrolment of a Participant at the sole discretion of the Swim School. The Swim School will not offer refunds if a Participant's enrolment is cancelled in accordance with this clause.