

Terms and conditions

Definition:

- “You” — the customer and signee
- “Us” — Selwyn District Council and Selwyn Aquatic Centre
- “Subscription” — Membership type chosen by customer.
- “Senior” — 65 years and over.
- “Student” — Must provide current full time student ID.
- “Adult” — 19–64 years.
- “Child” — 5–13 years.
- “Child under 5” — 0–4 years.
- “High School” — Student - 14–18 years.

Use of facilities:

- You are entitled to use the facilities dictated by your subscription type during the normal opening hours of the Selwyn Aquatic 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 Selwyn Aquatic Centre 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 may be required to have your photo taken for identification purposes.

Terms of concession card/membership include:

- You must pay the fee for the upfront membership/concession card elected on your form when you complete the form.
- Your subscription is for the period elected on your form from the join date specified (and from any subsequent renewal date if renewed by you) unless either you or we terminate your subscription as permitted under these terms and conditions.
- To suspend a membership a form must be completed. There is a limit of how many times a membership can be put on hold and a maximum of how long it can be on hold for. Exemptions may be made at manager’s discretion for medical reasons. Placing a membership on hold will incur an admin fee of \$5.00.
- If there has been a change in your subscription fee, such change will take effect when you next renew your subscription.
- Concession cards have a two year expiry.
- Memberships and concessions are non-transferrable and no refunds will be given.
- It is your responsibility to purchase the correct membership. If you change your mind and want to swap concessions to membership or membership to concessions this will incur an admin fee of \$10.00. Memberships may only be changed a maximum of two times.

Other Payment Terms

- All subscription fees may be subject to change. These changes will be notified publicly within the facility.
- All subscription fees are inclusive of GST. A tax receipt is available on request.

- The definition of a casual pass is for 1 Visit not a whole day pass.

Changes

- Changes to the general terms and conditions 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 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 upfront subscription at any time. You are not entitled to a refund if we or you terminate your upfront subscription.

Health and Safety

- All memberships are required to complete a Selwyn Aquatic Centre PAR-Q form to disclose any health related information. If the individual decides not to they are exercising at their own risk.
- Your safety is your responsibility. If you have any questions or concerns about exercising safely you should see your doctor.
- 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.

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 front reception on entry. If you lose your card, you will need to pay \$3 for a replacement.

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