

LEARN TO SWIM ENROLMENT FORM



Name of Student:

Parent or Caregiver Contact Name:

Relationship:

Address:

Date of Birth:

Gender:

Female

Male

Phone:

Mobile:

Email:

How did you come to know about the learn to swim programme?

Do you wish to receive updates/
promotions or info from us?

Yes

No

Level (if known):

Signature of parent/caregiver:

Notes:

Medical Conditions:

Membership No:

Date:

FOR OFFICE USE ONLY

Waterbabies

6 -12 months

12 - 24 months

2 - 3 years

Learn to Swim Enrolment Form Complete

Tiny Tadpoles

Sea Horses

Hermit Crab

DD Form Completed

Funky Frogs

Starfish

Goldfish

Entered into Envibe

Pesky Penguins

Super Salmon

Outstanding
Otters

Enrollment Card Given

Level 7

Level 8

Name/Signature of staff:

ASHBURTON DISTRICT COUNCIL

5 Baring Square West
Ashburton

PO Box 94
Ashburton 7740

P (03) 307 7700
E info@adc.govt.nz

www.ashburtondc.govt.nz

more classes are missed **and** a medical certificate is provided. (Management discretion on providing medical certificates will be used around serious injury/illnesses).

TERMS & CONDITIONS

Definition:

- “You” – means the learn to swim member (or the parent, guardian or caregiver where relevant)
- “Us” or “We” – means Ashburton District Council and EA Networks Centre

Use of Facilities:

- You are entitled to use the Swim School services dictated by-enrollment. At times we may close or limit the available facilities and services due to maintenance, health and safety requirements or for event bookings.
- You must comply with the rules for the use of the aquatic facilities.
- You must act with courtesy towards other users at all times.
- The aquatic facility’s rules may be changed at any time by us at our discretion.
- The rules will be displayed in the facilities and/or our website.
- You are required to have your photo taken for identification purposes.

Terms applying to your learn to swim lessons include:

- Payment for swim lessons must be made via our direct debit system for our continuous term programme. Payments for our school holiday swim lesson programme are to be paid upfront or via our invoice system.
- If there has been a change in lesson fees, such change will take effect from your next payment.
- 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.
- At times we may take photos and videos during classes. These will be used for training purposes and/or marketing where written permission is granted from the parents or caregivers of any attendee at the lesson who is clearly recognizable as an individual swimmer in the photos or videos.
- You must get the permission of the swim teacher in charge of the lesson or the person in charge before taking photos or videos.
- We reserve the right to cancel lessons at our discretion. Lessons cancelled by EANC due to EANC not being able to provide a swim lesson service will have swimmer’s account in credit for next payment.
- Enrolling in a swim lesson class includes the use of the facility after lessons for practicing skills/techniques learnt in class. If a child is under 5 years of age, a parent/caregiver can attend a practice session afterwards with paid admission into the aquatic facility to align with our pool safe rule of
“Under 5 years and non-swimmers: 1 caregiver for every 2 children. -Caregivers MUST be in the water and within arm’s reach of their 2 children.”
- Teachers and Coaches will need to physically manipulate your child in order to teach strokes mechanics in the water and on poolside only. We will always ask your child’s permission prior to doing so. If you are not happy with this part of our teaching theory, please let us know.

Terms applying to your direct debit subscription include:

- Direct Debit enrollment form should be filled out at the same time as the Learn to Swim Lesson Enrollment Form or before the first lesson commences. If your child has ended their lessons after a direct debit has been processed for the week, the child’s lessons will be put in credit (or the equivalent solution) on their account.
- If your child has moved level/class after a direct debit has been processed for the week and there is an increase in fees due to the level/class change, you will need to pay the difference before the child’s next swim lesson begins.
- If an insufficient funds error has occurred on your account, as per the Direct Debit Form agreements, there will be a fee that occurs from your bank. The direct debit form can be found [here](#) for reference.
- A payment fail due to insufficient funds, will result in your account owing until your account is resolved.
- Your account must be resolved before attending your child’s next lesson.

Other Payment Terms

- All enrollment fees may be subject to change. These changes will be notified publicly to all active enrollments. Such changes will take effect as per date notified.
- All enrollment fees are inclusive of GST. A tax receipt is available on request.
- No refunds will be offered on lessons. Credit may be given when two or

Termination

- We can terminate your enrollment immediately under the criteria below:
 - For any breach of these terms and conditions
 - Or for serious or repeated breach of the aquatic facility’s rules
 - Or if, at our sole discretion, you bring us into disrepute or have not complied with the law
- After three consecutive weeks of dishonoured payments and attempted contact with you with no response, we will send out a final form of contact with you after the fourth consecutive week of a dishonoured payment. If you have resolved your account after the final contact, your child is able to return to swim lessons. If we hear no response after the final contact and there is no resolution of your account, we will terminate your child’s enrollment of swim lessons and your child will be removed from their swim lesson class.

Cancellation

- Your child’s account must be resolved before cancellation of enrollment.
- You must give notice of cancellation:
 - In person with completing a Learn to Swim Enrollment Cancellation Form with Customer Service.
 - Or via email to our Customer Service team at eanccsr@adc.govt.nz

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 in maintaining the equipment in a safe condition, please advise us 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 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

- 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).
- Personal information about you on your enrollment form will be used and held by us for administration of your enrollment in accordance with our Customer Privacy Policy. 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.
- We will take all reasonable steps to protect your privacy. In accordance with the Privacy Act 2020, you are entitled to access and correct the personal information held about you.
- Unless you opt out from receiving updates/ promotions or other information by checking the appropriate box on this form, your information may be used by us for marketing purposes.

Access

- You must produce your card at the gates to access the facilities. If you lose your card, you will need to pay \$5 for a replacement.
- Your card is for your use only and is not to be shared with anyone else.
- Each child must scan their card.

Changes

- Changes to the general terms and conditions of enrollments 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.

By completing this form and enrolling in swim lessons you are agreeing to these terms and conditions.