

# BaySwim: Swim School Application

Welcome to BaySwim, thank you for choosing to swim with us.

Please complete the application to join BaySwim with the most up to date information available.

Membership with BaySwim gives the enrolled swimmer free access to the pools at Baywave, Greerton, Otumoetai and Memorial pools. One caregiver per child 5 years and under will also get free access into these pools.

Free entry is only eligible for participants with a current fully paid BaySwim membership, for the term the swimming lessons are in, and the preceding term holidays.

## RESPONSIBLE PERSON DETAILS

First Name: ..... Surname: .....  
Street Address: .....  
Suburb: ..... Postcode: .....  
Mobile: ..... Home Phone: .....  
Email: .....  
Relationship to Student: .....  
Secondary Emergency Contact Name: .....  
Relationship to Student: ..... Emergency Contact Mobile: .....

## STUDENT DETAILS

First Name: ..... Surname: .....  
Age: ..... DOB: .....  Male  Female  
Known Medical Conditions: .....

## ADDITIONAL STUDENT DETAILS

First Name: ..... Surname: .....  
Age: ..... DOB: .....  Male  Female  
Known Medical Conditions: .....

First Name: ..... Surname: .....  
Age: ..... DOB: .....  Male  Female  
Known Medical Conditions: .....

First Name: ..... Surname: .....  
Age: ..... DOB: .....  Male  Female  
Known Medical Conditions: .....

## BAYSWIM PAYMENT OPTIONS (SELECT ONE OPTION)

- Fortnightly Direct Debit Option** – This gives you automatic rollover bookings to the next term. Please complete separate Direct Debit form. A Pro-rata payment may be required, and if so, must be paid in full to make the booking. Holiday classes must be booked separately.

Pro-rata Payment made: \$ .....

Direct Debit form completed  Yes  No

- Upfront Term Option** – Bookings must be made each term to book swimmer into lessons. Please note, full payment is required at the time of booking.

Upfront Payment made \$ .....

- Upfront Holiday Option** – Bookings must be made each holiday period to book swimmer into lessons. Please note, full payment is required at the time of booking.

Upfront Payment made \$ .....

## BAYSWIM MEMBERSHIP IMPORTANT INFORMATION

- All required forms must be completed and payments up to date to be eligible for the free swimming access.
- Access can be declined at any point or bookings cancelled if fees are outstanding.
- BaySwim operates lessons based on the typical school term.
- BaySwim may choose to offer swimming lessons during the school holidays.
- A BaySwim student with a fully paid account may suspend for 14 consecutive days within any term.
- A minimum 14 days notice must be provided in writing for suspensions and cancellations.
- Any suspensions to upfront customers will go into family credit to be used against future BaySwim lessons.
- Any suspensions to direct debit customers will be applied to their next direct debit payment.
- One make up lesson is available per term. Make up lessons are subject to availability, and must be booked no more than 48 hours in advance.
- Direct Debit BaySwim memberships are paid fortnightly, and automatically roll over bookings from Term to Term unless 14 days cancellation notice provided.
- Standard aquatic supervision rules apply for Bayswim lessons. Caregivers 16+ must accompany all children aged 10 and under to their lesson. For children aged 5 and under, caregivers must remain on the pool surrounds within view of the child. For children aged 6-10 years, caregivers must be on the premise throughout the lesson and able to provide immediate assistance if required.
- Children 10 years and under participating in lessons with the supervision of a teacher/coach will not be required to wear a wristband during their lesson, but can if they choose to. If they would like to swim/play in the pool before or after their lesson, they will be required to wear the appropriate wristband which they can either access from reception on arrival, at the self-help kiosk or by wearing their issued silicon band.

## YOUR ACKNOWLEDGMENT AND ACCEPTANCE

**By signing here, I agree that I understand and accept the both the BaySwim Membership Important Information, and the BaySwim payment options.**

1. I understand that this Agreement and the terms overleaf are legally binding between BaySwim and I.
2. I have been given the opportunity and have read and understood BaySwim Terms and Conditions set out below, and I agree to be bound by them.
3. I have given BaySwim my details and the details of my child/ children in this Swim School Application, which are to the best of my knowledge true and correct.
4. I understand that BaySwim will collect and retain personal information from me for the purposes of processing my Swim School Application which may include a credit check. I understand that if I do not provide the information requested, my Swim School Application may be refused.
5. I understand that I have the right to access my personal information held by BaySwim from time to time, and ask for my personal information to be corrected if necessary.
6. I agree to receive emails from BaySwim from time to time and any other information that may be associated with my child/ children's participation in BaySwim.

Please select:  Yes  No

### Agreed and accepted by you:

Your signature: .....

Your name (printed): .....

Date: .....

### Signed by Bay Venues Ltd:

BaySwim Representative: .....

Name (printed): .....

Date: .....

### Notes (office use only):

.....  
.....  
.....

FAMILY ID #

# BaySwim: Swim School Terms and Conditions

Set out below are the terms and conditions, including the rights and obligations of you as parent or guardian, and the child/children in your care, with BaySwim. We recommend that you read them carefully.

## 1.0 Swim School Participation and Responsibility

**1.1 Rules:** We may set Rules from time to time and any such Rules will form part of this Agreement. By entering into this Agreement, you and the child/children in your care agree to be bound by any Rules.

**1.2 Changes:** You accept conditions including our opening and closing hours, services and facilities, and fees may change from time to time. If that happens, we will notify you in advance of such changes to the contact details advised on the front page. Subject to clause 2.5, you will be bound by the amended terms.

**1.3 Difference in terms and conditions:** If this Agreement differs from anything you are told over the phone, this Agreement will apply unless you receive written confirmation from us.

**1.4 Participation – You or child/children in your care:** Your payment allows you or child/children in your care to participate in BaySwim Lessons according to this Agreement between you and BaySwim and any Rules. If you or a child/children in your care breach any term of this Agreement or break any Rules, your lessons may be cancelled.

**1.5 Take care of your Swim School card:** We will give every participant in BaySwim lessons a card when they register. If they arrive without their BaySwim card, we may refuse entry.

You cannot lend your BaySwim card to anyone else or allow anyone else to use it. The BaySwim card is our property and you must return it to BaySwim at the end of your registered term or if your agreement is cancelled.

If you lose your BaySwim card, we will replace it and will charge you a fee for the replacement BaySwim card.

**1.6 Changes to your situation:** You must tell us about anything that affects you or the child/children in your care 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.

**1.7 Your promise to us:** When you sign this Agreement and for the duration of your agreement, you promise:

- a. that you know of no medical or other reason why you or the participant(s) cannot take part;
- b. that participating in the Swim School will not damage your or the participant(s) health, safety, comfort or physical condition; and,
- c. that you or the participant(s) will use your best efforts to participate in a way that ensures not only your/ their safety but also the safety of others.

**1.8 Use pool area (and other wet areas) with care:** We accept no responsibility for children outside scheduled lesson times. No children who are undertaking swim lessons are to enter the learner pool while lessons are running.

Children 10 years and under must be actively supervised by an adult over 16 years of age at all times.

You must follow all rules, signs and directions from Bay Venues staff members for your own safety in the pool area and in wet areas generally.

**1.9 Take care of your health:** You agree that you or the child/children in your care 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 which may put other members at risk, 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.

**1.10 Take care of our equipment:** You and the child/children in your care must use our facilities and equipment correctly according to their proper use. If you or the child/children in your care are unsure of how to operate any item of equipment, please speak to a BaySwim representative before you use it.

**1.11 Damage to facilities:** You are responsible for any damage to our facilities caused by you or child/children in your care through a deliberate act or failure to act, or negligence (but excluding acts carried out/failures to act under BaySwim directions).

**1.12 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 inside any vehicle) that you bring onto our premises. Any personal property that you or child/children in your care bring with you is at your own risk.

**1.13 Refusing entry:** If you or child/children in your care break any Rules or act in any way that is inconsistent with this Agreement, including by way of example, risking the safety of others, we may refuse you or your child/children entry.

**1.14 Cancellation after notice:** If you or child/children breach this Agreement or break any rules or act in a way that we consider to be unreasonable, we may give you notice by warning you that you risk having BaySwim participation cancelled, particularly if safety to other members is concerned. If you or child/children in your care continue to behave in the same way, we may cancel your child/children's BaySwim participation.

**1.15 Instant cancellation:** We have the right to cancel any registered BaySwim member immediately if you or child/children in your care behave in a way that we consider is inappropriate or carries a serious risk of injury or damage to other members, or club facilities such as by way of example only:

- a. threatening or harassing other members;
- b. damaging our equipment or facilities;
- c. using illegal substances; or
- d. Soliciting or operating a business on our premises without our consent.

## 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 with all due competence, skill and care.

# BaySwim: Swim School Terms and Conditions

## 2.2 No claim against us: BaySwim will not be liable:

- a. for any loss or damage of any kind whatsoever to your personal property which you bring into the facility at your own risk despite the terms of this Agreement (excluding where such loss or damage is due to BaySwim negligence).
- b. for any loss or damage of any kind whatsoever to you or your child's/ children's personal property which has been caused by events that are beyond our control and that could not reasonably have been foreseen or prevented.

## 2.3 Risk of injuries and release of liability: We warn you that, while on our premises, you and your child/children may be exposed to certain risks.

By entering into this Agreement and on every occasion you and your child/children use our facilities and participate in Swim School lessons you acknowledge and accept our warning of risk of injuries set out above and that you or child/children in your care is subject to the risk of injury.

## 2.4 Limitation of liability: In no event shall either party be liable to the other for any consequential or indirect losses.

## 2.5 Negative changes: You can cancel your BaySwim Lessons with immediate effect by written notice to us at any time if we:

- a. change or add to our Swim School Terms and Conditions or any Rules and those changes or additions affect you in a negative way; or
- b. change the services and facilities and those changes affect you in a negative way.

We may ask you to provide us with proof that you have been negatively affected by any changes that we make.

## 2.6 Breach of Agreement: You can also cancel your BaySwim 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: BaySwim offers 1 makeup session per participant per Swim School Term, free of charge, for unforeseeable reasons such as illness or injury.

### 3.2 Conditions: Makeup lesson must occur within the same Swim School Term, must be booked no more than 48 hours in advance, and are subject to availability.

## 4.0 Lesson Termination

### 4.1 Lesson Termination: This agreement will continue unless terminated by you or us.

## 5.0 Payment

### 5.1 Payment of fees: The payment of fees depends on whether you have chosen to pay BaySwim by Direct Debit, or by upfront payments.

- a. **Direct Debit option:** BaySwim fees paid in advance each fortnight by direct debit from a nominated bank account or credit card.

If you choose to pay by credit card, we pass on any fees charged for the transaction by your credit card provider by deducting them from your credit card at the same time as your regular payment.

If you choose the fortnightly payment option, your fee will be debited every second Thursday. This may take up to 5 days to process.

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.

- b. **Upfront payment option:** BaySwim lessons paid upfront in full for the school term, or holiday lessons, either by cash, cheque, Eftpos or credit card.

The Fee is based on the total number of lessons that fall within the term as specified by BaySwim and agreed by you. Terms are a typical School Term.

When your booking and payment is due to be renewed for a new term you agree to the current Terms and Conditions applicable at that time that these are available on our website: [www.bayswim.co.nz](http://www.bayswim.co.nz).

### 5.2 Late payments: If you do not fully pay your fees on the due date (being upfront at the time of booking or fortnightly via direct debit) we will:

- a. Cancel your lessons with us until your payments are up to date. This may result in loss of your preferred class day and time. We may need to pass on bank fees and recovery costs associated with your late payment and you authorise us to do this.
- b. Cease the free swimming access until all outstanding fees are settled.

### 5.3 Debiting fees from your nominated account: We will debit your fortnightly payments (if using the regular payment option) from your nominated account every second Thursday as agreed between us.

Depending on your bank, payments may take up to 5 Working Days to be processed. Please ensure you have allowed for this possibility by making sure there is enough money in your nominated account for up to 5 Working Days following your payment day.

### 5.4 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 5 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 and;
- d. letting us know if you decide to change your credit card or your credit card provider prior to any change being made.

### 5.5 Disallowed payments: If your bank or credit card provider does not allow a payment, such as where your account does not have enough money in it or you are over your credit limit, we will require you to pay on site by cash, cheque, Eftpos or credit card before the date of your next lesson.

# BaySwim: Swim School Terms and Conditions

**5.6 Cancelling without further payment:** A standard rate of 14 days notice will be charged. However you can cancel BaySwim Lessons if:

- a. The participant becomes sick or is incapacitated. A medical certificate is required in these instances.
- b. You are judged bankrupt by a New Zealand Court. Prior to cancelling we will require appropriate evidence that you have been declared bankrupt.

**5.7 Suspensions:** A student may suspend for a 14 day period within any term. The 14 days suspended must be consecutive. A minimum 14 days notice must be provided in writing for suspensions.

Any suspensions to upfront customers will not be refunded, the amount will go into family credit on the BaySwim account to be used for future lessons.

**5.8 Changes to Swim School fees:** We may increase your fees at any time. We will notify you about any fee increases one month in advance of any such increase. Notices will be sent to the contact details advised on the front page.

If we do not receive notice from you under clause 2.5 by the end of the one month notice period above, you will be bound by the increased fee and you authorize us to increase any debits from your nominated account or credit card in line with the notified increase.

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

## 6.0 Your Privacy

**6.1 Storage and use of your personal information:** On BaySwim registration and during the term agreed 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.

**6.2 Filming and photography in BaySwim:** Sometimes we may film or photograph the programme 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 you or the child/children in your care image.

## 7.0 Meaning of Words and Phrases

**Agreement:** means the Swim School Terms and Conditions. This is between BaySwim and you, under which you will become a member of BaySwim.

**Rules:** means any rules set by BaySwim from time to time for operating equipment, use of facilities, opening hours and behaviour in the programme, specified in this Agreement, and programme signs and handouts as may be amended from time to time.

**You/Your:** means you and your child /children as noted on the front of this Agreement.

**Working Day:** means a day on which registered banks are open for business other than a Saturday or Sunday.

This agreement is the entire agreement, understanding and arrangement between you and us relating to your use of our facilities and equipment and membership of the centre. This agreement supersedes any previous agreement, understanding or arrangement (whether written or oral).

**We:** 'us' and 'our' means Bay Venues Limited and where the context requires includes our staff, contractors and assigns.