



Terms & Conditions for Cromwell, Alexandra Roxburgh & Ranfurly Pools

Department:	<Aquatic Centres>
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Purpose:

To clearly lay out the terms and conditions of membership and concession passes for the Alexandra, Cromwell, Roxburgh and Ranfurly Pools.

Principles and objectives:

- To ensure pool members and pass holders are treated fairly and equitably.
- To ensure all members and users of the Pools are aware of their responsibilities.

Terms & Conditions:

Pools:

Council agrees to make the pools identified in your membership application form (pools) available to members on the terms and conditions set out below.

Memberships:

Memberships available:

- Membership/Season Pass/Swim Pass
- Membership– Fixed term

Membership/ Season Pass/Swim Pass:

A membership/Season pass/Swim pass can be loaded with a fixed number of swims. The number will be specified during the purchase.

Membership fees must be paid in advance and in full prior to a membership card being activated. Payments can be made by cash, Eftpos or credit card.

Swim Pass Terms

- Swim Pass expire 24 months from the original purchase date.
- Any unused swims after the expiry date are void and cannot be refunded or transferred.
- All concession cards are non-refundable.

- Refunds will only be considered for medical reasons and must be supported with a medical certificate.
- If you need to suspend your concession card, please contact the pool team - we can arrange a suspension for up to 2 months.

Season Pass

- Season passes are valid for the current swimming season only.
- Passes cannot be extended beyond the season end date.
- All season passes are non-refundable.
- Refunds will only be considered for medical reasons and must be supported with a medical certificate.

Membership - Fixed Term:

Fixed term membership is available for a term specified during the purchase. Membership will automatically expire at the end of the fixed term.

Membership fees must be paid in advance and in full prior to membership being activated. Payment can be made by cash, Eftpos or credit card. Direct Debits are available for payment of membership fees.

All fixed term memberships are non-refundable.

Commencement of membership:

Membership will commence on the first payment of the fees (or any other agreed start-date) and continue until the end of the fixed term (for fixed-term contracts) or until cancelled or terminated under these terms and conditions.

Cancellation by member:

You may end your membership by giving 10 days written notice. If your membership is a concession membership, it will be cancelled from the next payment due date after the 10-day period expires. If your membership is a fixed-term membership, it will end at the expiry of the 10-day period.

For fixed term or minimum term memberships, cancellation during your fixed term or minimum term (as applicable) will incur a cancellation fee of the lesser of \$150 or 25 per cent of the remaining membership value or value of the minimum term, as applicable.

You may cancel without penalty for reason of diagnosed illness preventing your use of the pools. We may require you to provide us with evidence confirming the diagnosis.

If you cancel your membership, **you** must cancel any direct debit with the direct debit provider.

Minimum age:

All applicants aged 13 to 16 years must sign up with a parent or guardian and the direct debit consent form must be signed by a parent or guardian.

Age restrictions may apply to some group classes, and you must be 18 years of age to use the spa pool.

Transfers:

Memberships cannot be transferred to anyone else. Memberships cannot be transferred to another membership.

Suspensions:

You can suspend your membership for a minimum period of two weeks and a maximum period of 60 days. Suspended memberships will resume at the agreed date without further notification.

Member contact information:

Correct contact information must be provided and kept up to date at all times, including: name, phone number(s), postal address, email address, and emergency contact numbers.

The information is being collected by the Central Otago District Council. The information will only be used for purposes required for the operation of the swim/aquatic centres, including administration of your account. We will take all reasonable precautions to protect your privacy.

You have the right to see personal information about you held by the Council and ask for it to be changed. Your personal information will not be shared with anyone else except where this is necessary for debt collection on unpaid fees or required by law.

Medical:

Members must ensure they are fit to undertake activities. Members should obtain your doctor's prior approval if suffering at any time from any medical condition (including any heart condition or injury).

Members must notify staff of any relevant health conditions existing or arising so we can assist proactively should an event occur while you are using the pools.

Our services:

Council will provide members with high quality pools and services.

Certain constraints apply:

- Pools are available during opening hours on a first-come-first-served basis, subject to any applicable charges for special services or classes and to booking requirements.
- Particular classes may not always be available or may be periodic or seasonal. We reserve the right to restrict or change services at any time.

- We may at any point restrict access to certain pools or activities for health and safety reasons.

Opening times:

- Hours of operation are subject to change. We may close for statutory holidays, special events, maintenance work or other holidays and you are not entitled to any fees refund for such closures.
- Updates, including notification of closures, will be provided on the facility notice boards, Council website or social media pages. Council are not liable for any closures or limitation in services caused by events beyond our reasonable control.

Conduct:

Members must comply with any rules as displayed on-site or on our website and with the instructions of our staff, and:

- only use the pools in a safe and sensible manner.
- be courteous, considerate, and respectful of staff, and members of the public using the pools. Unlawful, disruptive, dangerous, or offensive actions will not be tolerated.
- maintain appropriate standards of dress and hygiene.
- not engage in any unauthorised commercial activity.
- not carry out any illegal acts on the premises.
- comply with all our health and safety requirements, including any instructions or directions given by staff.

Council reserves the right to require members to leave the premises immediately if they carry out any activity considered to be dangerous, offensive or in breach of any health and safety requirement (whether it is documented or not).

Fees:

Members must pay all applicable fees, charges, and expenses, as applicable, for the term of the membership.

Fees, including administration fees and card replacement fees, are published on our website.

[Microsoft Word - Fees and Charges Schedule.docx \(codc.govt.nz\)](#)

If you are not happy with the change in fees, you may cancel your membership as set out above at any time before the change in fees takes effect. If you terminate your membership under this clause, we will not charge you a cancellation fee.

Direct debits:

Direct debits are administered by a third party appointed by Council. We will provide you with the respective direct debit form to complete when you sign up. The direct debit facility will be used for payment of all fees and amounts owed by you as they become due.

If a direct debit cannot be processed (e.g., because of insufficient funds or changes to your bank account), we - or our agent -, may charge a dishonour fee.

If you cancel the direct debit facility, or a direct debit cannot be processed for two successive payment dates, we may terminate your membership by providing you with written notice of termination.

After one missed payment we may suspend your membership until a payment plan is in place. To re-join as a member or end any suspension due to non-payment of fees, you must pay all amounts owing plus any applicable joining or administration fees.

You are required to submit the completed direct debit forms and any associated forms before the commencement date of your membership.

If your payment date falls on a public holiday, the payment may be taken out of your account on the next working day.

Missed Payments and Outstanding Fees:

All membership fees and charges must be paid by the due date.

If a payment is missed, we may take one or more of the following actions:

- Suspend access to the pools and services until the outstanding amount is paid or a payment plan is agreed.
- Contact you using the contact details you have provided to request payment.
- Apply any applicable dishonour, administration, or late payment fees.

If an account remains unpaid after reasonable attempts to resolve the matter, Central Otago District Council reserves the right to refer the outstanding debt to a third-party debt collection agency. Any costs incurred in recovering outstanding fees, including debt collection fees, may be added to the amount owed where permitted by law.

Memberships suspended or terminated due to non-payment will not be reinstated until all outstanding amounts have been paid in full and any required administration or rejoining fees have been met.

Termination:

Membership may be terminated immediately if any of these terms and conditions are breached. You are not entitled to a refund in that case.

We also reserve the right to terminate your membership by providing you with at least two months written notice, in which case we will refund you any membership fees paid for any period after the date of termination.

Our liability:

Use of the pools is entirely at your own risk, and you are responsible for your property when you use the pools. Without limiting your rights under the Consumer Guarantees Act 1993 or the Fair-Trading Act 1986, neither Central Otago District Council nor any of our staff, employees or contractors are liable for any loss, damage or physical or mental injury arising out of or in connection with your use of the pools except to the extent that we have caused or contributed to such loss or damage.

Your liability:

You are responsible for any damage you cause to our equipment, or the pools and you indemnify us against any loss, damage, or injury we suffer or incur from your actions at the pools.

Variations to terms and conditions:

We may amend or change these terms and conditions from time to time. Any such changes will be published on our website. We will notify you of any substantive changes to classes or opening hours by post, email, or publication at the swim/aquatic centres and on the council website.

If you are not happy with the change to these terms and conditions, you may cancel your membership as set out above within 20 days of publication of such change. If you cancel your membership under this clause, we will not charge you a cancellation or administration fee.

Assignment:

We may not assign or transfer any of our rights or obligations relating to your membership to a third party at any time.

Publicity:

We may take general photographs or videos of the pools for use in publicity or marketing materials, with the consent of any member appearing within the images.

If you consent to appear in those photographs or videos, you agree that we may use them for marketing and promotional purposes and that you have no rights or copyright in the material. You release Central Otago District Council, the photographer or filmmaker and each of their licensees and from any and all claims and demands in connection with the material or its future use.