



WAI SPLASH COMMUNITY POOLS PRIVACY POLICY, TERMS & CONDITIONS & SWIM SCHOOL WAIVER

1. FEES

- Fees for swimming lessons depend on how many lessons your child has per week. The fees for lessons are set out on our website and available at reception.
- You may nominate how many lessons your child will have each week at the time of booking at which point the times and location of each lesson and the cost per term will be confirmed with you.
- The Wai Splash Community Pool Swim School lessons run on a continuous term by term basis stopping only for a 4-6 week break over the Christmas/New Year period plus statutory holidays which you will not be charged for.
- Wai Splash Community Pool reserve the right to change lesson fees, lesson timetables and teachers by giving you at least one month's notice in writing, either by post or by email. If you do not accept the change you have the right to terminate the lessons (without penalty) by giving us notice in writing at least two weeks before the change comes into effect.
- Fee must be paid within the first 2 weeks of lessons starting.
- Invoices will be sent to each family 2 weeks prior to lessons beginning.
- Penalty fees will occur if not paid on time. 10% for every term outstanding.

IMPORTANT:

If you wish to cancel the swimming lessons you must provide the Swim School with notice of cancellation in writing. Cancellations need to be emailed through as soon as possible to avoid lesson charges, please email: swim.coordinator@waisplash.org

2. INFORMATION COLLECTED

- **We may collect the following information about you:**
Information you give us: We may collect personal information about you when you register for swimming lessons, hire our pools, or enquire about our services through any means e.g. website, phone, or promotional events. This personal information may include your name, contact details, email address, and other details necessary for us to provide the information or services you have requested.
- **Information from your use of our services:** We may record information about how you use and interact with our services, for example how, when, where and how often you use our products and services.
- **Information from your use of our website:** We receive information when anyone interacts with and uses our website. We use web analytic tools to help us record this information. These tools may gather information such as what browser and operating system you use, the URL of the site from which you came and the site to which you are going when you leave our website, search terms, your location and what content, products and services are viewed when visiting or registering for services on our website. Our website may also contain links and advertisements which link to third party websites. We have no control over the privacy policies of such third parties and we encourage you to review such policies prior to providing any information to or purchasing goods or services from such third parties



3. HOW THE INFORMATION IS USED

We may use the personal information collected by us for the following purposes:

- providing you with information, products, or services that you have requested.
- verifying that existing information, we hold about you is accurate and complete.
- maintaining and improving our services and website, training our staff and monitoring use of our website and services.
- confirming you identify, controlling unauthorised use or abuse of our services and verifying compliance with applicable laws.
- assisting us in performing our obligations or enforcing our rights under any agreement we may have entered with you.
- communicating with you to inform you about our services, letting you know about upcoming changes, improvements or new products and services you may be interested in.
- to undertake any other promotional activities where you have consented to such promotional activities.
- providing you with effective customer service and otherwise helping to solve any issues or problems you may have with our services or website.
- For the purposes identified in any specific supplemental privacy notice posted on the page or area of our website where you provided that information.
- We will ask for your consent before using personal information for a purpose other than those that are set out in this Privacy Policy.

We may use anonymous or ‘non-personally identifiable’ information:

- to personalise and support your use of our website, our services, and/or the services of our customers.
- to improve our website, the customer experience, our marketing systems, and our products and services.
- to identify actions or transactions that originate through an affiliate marketing or supporter referral program.
- to deliver targeted advertisements on our website and other third party websites.
- to provide reporting to our current and prospective service providers; and
- for other historical, statistical or research and analysis purposes.

We keep your personal information only as long as we need it for the purposes for which it was originally collected (or to which you have subsequently consented), for other legitimate purposes (such as regulatory compliance) and as permitted or required by applicable laws.

4. MAKEUP POLICY

Because of our strict student to teacher ratio, no show with no contact will not result in make-up classes, prorated tuition, or refunds. No refunds for classes missed unless at the managers discretion with prior contact, you are not charged for lessons that fall on scheduled holidays or closures.



5. POOL ALONE POLICY

All children under 8 years of age must be actively supervised by a caregiver 16 years or older. This means the caregiver must be able to respond to the needs of the child they are supervising before a member of staff need to.

All children under 5 years of age must be within arm's reach of a caregiver 16 years or older. This means they are in a position that may require them to be in the water so that they can always reach the child without having to move closer to them first.

6. DROPOUT PROCEDURE

PARENTS MUST NOTIFY THE SCHOOL TO DROP A STUDENT FROM CLASS.

Only a written notice via email, regular postal mail or hand delivered to our front desk will be acceptable.

You are responsible for payment for your student's classes WHETHER OR NOT YOUR STUDENT ATTENDS CLASS until the time you notify the staff VIA WRITTEN NOTICE. Please do not rely on your student to verbally let us know that he/she will no longer be attending classes. If a student stops coming to class without written notification, then that student's account will be charged until the end of the term. This charge will be for holding the student's place in that class instead of offering that place to one of the many on a waiting list.

7. CANCELLATION OF LESSON / NON-ATTENDANCE / COVID-19

Cancellation of lessons due to instructor sickness or facility operation maintenance will be credited to families account. No refunds will be processed to bank account, credit will be applied to the swim school account.

If any child is unable to attend swimming lessons due to Covid-19 related illness prior to 15th of August 2022 there will be compensation for lesson via credit applied to the families swim school account.

From the 16th of August 2022 there will be no compensation for lessons missed due to Covid-19.

If a child is away for longer than 2 week consecutively with written medical advice we will allow for credit for missed lessons.

8. WHAT TO WEAR FOR SWIMMING LESSON

Girls must wear a swimsuit with no t-shirt or shorts, boys may wear shorts but they must be above the knee, if your child struggles with cold we may allow them to wear a rash shirt but this does interfere with their swimming capabilities so if you can please encourage them to wear the correct attire outlined below.

- - **Girls:** Speedo type togs (no rash vests or board shorts) goggles, swim cap
 - **Boys:** Speedo type briefs/shorts, goggles, swim cap

NO chewing gum or dangling jewellery. Hair should be pulled neatly and securely away from the face so that it stays up for the entire session and does interfere with the class, ideally in a swim cap or bun. Personal



items should be left in the car, in a cubby hole or with a guardian. Wai Splash staff will not be responsible for ANY items that may be lost or stolen. If possible, please name your children's items so we can return anything left behind.

9. ARRIVAL AND PICKUP

Be sure your student arrives 5 minutes before his/her scheduled class time. Please pick up your student on time. Inform us if you know you will be late picking up your student. Instruct your student to wait inside the building and you should escort them from the building to your car. During peak times, the parking lot is crowded. Take into consideration that our students may include young children. Please drive slowly and carefully. Do not take a chance on your student running to and from your car. Please follow our Pool Alone Policy (number 5). Ensure you sign in at reception as a non-paying spectator during your child/ren swimming lesson.

10. PHOTOGRAPHY

From time to time Wai Splash Community Aquatic Pool may take photos or videos for marketing purposes (including for use on the website, in email newsletters, and in other marketing and advertising materials). If any person can be identified in any such photo or video, the photographer will first ask that individual (or, if a child, their parent, or guardian) for permission to use their image in this way. Any photos or videos taken for marketing purposes will not be used by anyone else for any other purpose. We wish to assure all Parents/Caregivers that we do not allow any photography without first gaining the Parent/Caregiver's permission.

If you wish to take photos within the facility, then permission will need to be obtained from the Senior Lifeguard and/or Management, as well as the Parents/Caregivers of any child who may be featured in the photo.

11. FACILITY RULES

Pool Alone Policy (Number 5) must be adhere to.

Children must not be in the pool before their swimming lesson unless there is a guardian present watching their child. There is an entry fee cost if your child wishes to swim before their lesson. Children can swim after their lesson at no cost.

Patrons are requested to co-operate in observing these rules and to follow the instructions of the staff on duty.

- - No one is allowed in the pool complex unless the pool is officially open, and a lifeguard is on duty.
 - All persons entering the pool complex must pay the appropriate admission fee or present a valid concession card.
 - NO gang patches or gang attire

Swimwear only in the pools

- - Togs, swim shorts, rash shirts, nylon, lycra and polyester materials
 - Swimwear **must** be clean
 - No **cotton** materials
 - No under wear including boxers



- No ¾ length or long pants
- No denim or belts

For your safety we recommend

- - Walking around all pool areas
 - Keep food and drink out of the pools
 - Refrain from pushing or fighting
 - Refrain from standing on flotation devices
 - Refrain from performing flips or acrobatics into pools
 - Refrain from public displays of affection (fondling, excessive touching and kissing is not acceptable in public pools)
 - Refrain from spitting or chewing gum in complex
 - Hard balls and flotation devices at the discretion of the Senior Lifeguard on duty
 - NO cell phones in change rooms
 - NO cameras in the pools
 - NO Mermaid Tails
 - NO swearing or bad language

No user may use the facility under the influence of drugs or alcohol

No person within the facility shall behave in such a manner as to jeopardise the safety of themselves or others. Such behaviour including abusive language shall be grounds for eviction.

Wai Splash is a **SMOKEFREE & ALCOHOL-FREE** complex (this includes the grounds and car park).

Slide Rules

- - 5 years and under or with a disability are permitted to go down the slide with an adult
 - Must go down one at a time (NO TRAINS)
 - Must go down seated and facing feet first (forward) or on their tummy hands first (like a dive action)
 - Must do a visual check of water area before going down the slide
 - No one can stop or climb back up the slide
 - No objects to be carried down the slides which include flotation toys

Inflatable Toy Rules

- - No height restriction for the blow-up toy – however swimmers must be competent
 - No belts, buckles, or sharp jewellery to be worn
 - Children must be able to touch the bottom of the pool or be competent swimmers
 - No pushing, diving, or bombing off the inflatable toy (unless staff supervised)
 - No jumping into or onto the inflatable from poolside or from in the water
 - When falling off, each person must make their way out of the pool via the side of the pool, front or rear end. Do not cross over the lane ropes
 - One person at a time
 - No flips



12. SWIM TEACHING/COACHING POLICY

- No person shall teach or coach swimming for hire or reward without the express written permission of the Aquatics Manager.
- Tararua Aquatics Community Trust has the professional teaching rights at Wai Splash Community Pool. No other person or business may teach swimming in a professional capacity. If you think someone is providing structured instruction to another customer who is not actively working as an employee at Wai Splash employee at the time, inform the Aquatics Manager or Swim Coordinator.

Exceptions, teachers with school groups and parents/caregivers informally giving their immediately family members some pointers are not as issue. Immediate family members are defined as mother, father, brother, sister, children, grandmother, or grandfather.

13. AQUA CLASSES

- Are facilitated by Wai Splash approved instructors (External instructors to be approved).
- No children under the age of 12 to attend Wai Splash Aqua Classes.
- All equipment will be provided for the classes.

Each user attending Aqua class to complete a registration form to gather their medical information for their safety and our management.

14. HEALTH & SAFETY

You agree to be bound by our Pool Rules. We may amend our Pool Rules from time to time at our discretion by giving you at least one month's notice in writing, either by post, by email, or on our website. If you do not accept these changes you have the right to terminate this agreement without penalty. You must not carry out any illegal acts on centre premises and you must comply with our health and safety requirements, including those directed to your own health and safety.

If you or your child experiences an injury or illness in our facilities during lesson time, any required medical treatment will be at your own expense and you agree that to the extent permitted by law, Wai Splash Community Pool Swim School will not be liable for any claims or expenses related to that treatment or subsequent treatments. Injury compensation in New Zealand is covered by the Accident Compensation Act 2001.

Patrons must follow staff instructions and refrain from behaviour that could cause injury, offence or harm to other patrons or property. Language or behaviour that may be considered indecent, obscene, disorderly, or improper is prohibited.

Parents and caregivers are responsible for the appropriate behaviour and conduct of the children in their care. Please ensure that your child complies with these rules as applicable to him or her.

If you carry out any activity which we consider is offensive or a danger to you or any person, Wai Splash Community Aquatic Pool can ask any patron to leave the premises.



15. OUR LIABILITY TO YOU

You have rights and remedies available to you under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986 which cannot be contracted out of. Nothing in these Terms and Conditions excludes, restricts or modifies the application of any provision of those Acts, your ability to exercise any right or remedy that you may have under those Acts or our liability to you under those Acts. Subject to your rights under these Acts and provided we act with reasonable care and skill, Wai Splash Community Aquatic Pool will not be liable to you for any direct, indirect or consequential loss or damage or injury of any kind to you or your property, however it arises.

Wai Splash Community Pool will not be obliged to give you any refund if your child/children fail to attend swimming lessons.

- - During swimming lessons, begin lessons or class on time & lessons planned.
 - Ensure all swimmers are making progress.
 - Maintain control of swimmers throughout the duration of their lesson, class, or training.
 - All equipment needed is ready for each class.
 - Finish lesson/training on time.
 - Communicate with the parent/guardian with any concerns.
 - Keep parents and guardians updated with their child or children progress as often as you can.
 - Monitor patron's capability in your class for any health & safety concerns.

16. VARIATION OF WAI SPLASH COMMUNITY POOL PRIVACY POLICY & SWIM SCHOOL WAIVER

Wai Splash Community Aquatic Pool may vary these Terms and Conditions from time to time, however any changes to these terms and conditions will only take effect at least one two weeks after the date of notice. Notice will be given by email, by posting a notice on our Website, and by posting a notice on the notice boards at Wai Splash Community Aquatic Pool's facility. It is your responsibility to ensure that we have up-to-date contact details. If you do not accept any changes that we make to these terms and conditions, you may terminate this agreement without any penalty by giving us notice of termination in accordance with clause 2.

We would appreciate it if you take the time to read these terms and conditions carefully and should you have any questions or concerns please do not hesitate to contact Wai Splash Management.

By signing or agreeing to this form, you confirm that you are authorised to enter, and agree to, the above Terms and Conditions set out by the Wai Splash Community Pool.