

# Splash Palace membership and discount card terms and conditions.

1. In these Terms and Conditions, “you” means the person named in the membership application and “we”, “us” or “our” means Invercargill City Council.

## FACILITIES

2. We agree to make the facilities identified in your membership application form (Facilities) available to you on the following terms and conditions.

## MEMBERSHIPS

3. Memberships may be either:
  - a. Discount card: Your membership is a fixed number of swims as specified by the number you purchase. You must pay your membership fees in advance and in full prior to your membership being activated by cash, eftpos or credit card. Discount cards expire at the 12 month anniversary of the original date of purchase. Any swims not used after the 12 month expiry date are void and not able to be transferred or refunded.
  - b. Fixed term: Your membership will continue for a fixed term, as specified by the term you purchase. At the end of the fixed term your membership will automatically expire. Membership fees must be paid in advance and in full prior to your membership being activated by cash, eftpos or credit card. All fixed term memberships are non-refundable.
  - c. Open term: Your membership will continue until we or you end it in accordance with these terms. You must pay your membership fees in advance by direct debit, at the frequency set out in your membership application form.
  - d. All members aged <16 years must sign up with a parent or guardian and, for open term memberships, the direct debit consent form must be signed by a parent or guardian.
4. Commencement of membership: Your 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 (for open term and minimum term contracts). You cannot transfer your membership to anyone else.
5. You may suspend your membership at any time up to a maximum total of 60 days per calendar year. You can suspend for a minimum period of 2 weeks and a maximum period of 60 days by giving us at least 10 days’ notice in writing. Suspended memberships will resume at the agreed date without further notification.
6. Your membership card is for personal use only. You must present your membership card on entry to the Aquatic Centre and on request by any member of our staff. We reserve the right to terminate your membership if your membership card is used by someone else or if you gain access to the facility without using your card. You must tell us immediately if you lose or damage your card. You will be charged a replacement fee for any replacement card provided.

7. We may terminate your membership immediately if you materially breach any of these terms and conditions. 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.
8. Assignment: We may assign or transfer any of our rights or obligations relating to your membership to a third party at any time.

## CANCELLATION BY MEMBER

9. You may end your open term membership by giving us written notice. Your open term membership will be cancelled from the next payment due date after written notice is provided.
10. You may cancel without penalty for reason of diagnosed illness preventing your use of the Facilities. We may require you to provide us with a medical certificate confirming the diagnosis.

## AGE RESTRICTIONS

11. Age restrictions may apply to some equipment and group classes.

## CONTACT INFORMATION PRIVACY

12. Member contact information: You must provide us correct contact information and keep that information up to date at all times; name, phone number(s), email address, emergency contact numbers. We will only use that information for purposes required for the operation of the Aquatic Centre, including administration of your account, and for marketing purposes. We will take all reasonable precautions to protect your privacy. You have the right to access and request correction of any personal information we hold about you at any time.

## MEDICAL

13. You must ensure you are fit and healthy enough to undertake your chosen activities and/or get your doctor’s prior approval if you are pregnant or you suffer at any time from any medical condition (including any heart condition or injury). You must notify us of any health conditions existing or arising and provide any other health information or medical certificate on request. We may require you to undergo a fitness consultation or induction.

## OUR SERVICES

14. We endeavour to provide you with high-quality facilities and services, but certain constraints apply:
  - a. Facilities 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.
  - b. Particular equipment or classes may not always be available or may be periodic or seasonal. We reserve the right to restrict or change equipment or services at any time.

- c. We may at any point restrict access to certain facilities/activities for health and safety or operational reasons.

## OPENING HOURS

15. Hours of operation are subject to change. We may close or limit our opening hours for some statutory holidays, special events, maintenance work or other holidays and you are not entitled to any fees refund for such closures. See the facility notice boards and/or our website or social media pages for updates. We are not liable for any closures or limitation in services caused by events beyond our reasonable control.

## CONDUCT

16. You must comply with any rules as displayed on site and with the instructions of our staff, and:
  - a. Only use the equipment and facilities in a safe and sensible manner (including wearing appropriate footwear etc.).
  - b. Be courteous, considerate and respectful of our staff, other members and members of the public using the facilities. Unlawful, disruptive, dangerous or offensive actions will not be tolerated.
  - c. Maintain appropriate standards of dress and hygiene.
  - d. Not engage in any unauthorised commercial activity.
  - e. Not carry out any illegal acts on the premises.
  - f. Comply with all our health and safety requirements, including any instructions or directions given to you by our staff.
17. We reserve the right to require you to leave the premises immediately if you carry out any activity which we consider to be dangerous, offensive or in breach of any health and safety requirement (whether it is documented or not).

## INDEPENDENT SPECIALISTS

18. Independent personal trainers, coaches, physiotherapists and other consultants providing services at the facilities are not our employees or agents. The use of their services is between you and them (including payment terms). We are not liable or responsible for their activities. All independent specialists must have written permission from the Aquatic Services Manager, Assistant Manager or Team Leader Aquatics Customer Services to conduct business in and around the Aquatic Centre.

## FEES

19. You must pay all applicable fees, charges and expenses, and GST as applicable, for the term of your membership. Our fees, including administration fees, transaction fees (for direct debits) and card replacement fees, are published on our website [www.splashpalace.co.nz](http://www.splashpalace.co.nz). We may charge interest on all overdue fees and amounts at the rate of 5% p.a. and you must reimburse us for all our reasonably incurred recovery costs. You are not entitled to any refund if you don't use your membership. Your membership does not cover food, drinks, or special classes unless your membership specifically provides for this.
20. Changes to fees: If we decide to change our fees, we will give you 30 days prior notice (either by email or

publication at the Leisure Centre or on our website). If you are not happy with the change in fees, you may cancel your open term membership as set out in clause 9 above at any time before the change in fees takes effect.

## 21. Direct Debits:

- a. Direct debits may be administered by us or by a third party appointed by us. 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.
- b. After one missed payment your membership will be suspended until the outstanding amount has been paid. To end any suspension due to nonpayment of fees or to re-join as a member, you must pay all amounts owing plus any applicable joining or administration fees at Splash Palace reception.
- c. You are required to submit the completed direct debit forms and any associated forms before the commencement date of your membership.
- d. If your payment date falls on a public holiday, the payment may be taken out of your account on the next working day.
- e. All direct debit membership fees include an account transaction fee. This is incorporated into the cost of the respective direct debit period payment.

## OUR LIABILITY

22. Use of the Aquatic Centre is entirely at your own risk and you are responsible for your property when you use the facility. Without limiting your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, neither Invercargill City 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 facility except to the extent that we have caused or contributed to such loss or damage.

## YOUR LIABILITY

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

## VARIATIONS TO TERMS AND CONDITIONS

24. 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 Leisure Centres and on our website.

## PUBLICITY

25. We may take general photographs or videos of the facility at any time. If you 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 Invercargill City Council, the photographer or filmmaker and each of their licensees and assignees from any and all claims and demands in connection with the material or its future use.



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Southland Aquatic Centre