



## **Splash Centre – Concession Terms and Conditions**

### **Formal Terms and Conditions**

#### **1. General**

**1.1.** Welcome to Splash Centre. To ensure that Splash Centre is able to provide a safe and comfortable environment for all patrons and staff, please assist us by complying to the following Conditions.

**1.2.** In these terms and conditions, 'you' means the person named on the concession card and 'we', 'us' or 'our' means Whanganui District Council – Splash Centre.

#### **2. Commencement of Concession**

**2.1.** Your concession will commence from the date of purchase and is valid for 12 months, or when all visits are used, whichever comes first.

**2.2.** You acknowledge that the expiry date is not printed on the card

**2.3.** On your first visit of a new concession purchase, ID will be required to confirm you have purchased the correct concession rate, CSC and Student rates are only valid for current CSC and Student ID card holders, Senior rate is for those 65 and over, child rate for 16 and under.

**2.4.** Squad Concession card holders will need confirmation of club membership.

#### **3. Use of Concession**

**3.1.** Concessions can only be used for their purchased purpose (Swim, Gym, Classes)

#### **4. Minimum Age**

**4.1.** For health and safety reasons, the minimum age for a standard gym concession is 17 years old.

**4.2.** All applicants aged 14 to 16 years must sign up with a parent or guardian as per membership terms and conditions.

#### **5. Concession Contact Information**

**5.1.** You must provide us correct contact information and keep that information up to date at all times (name, phone number(s), postal address, email address, emergency contact numbers).

**5.2.** All personal information that we collect about you will be held by us in accordance with our privacy policy.

**5.3.** We will only use that information for purposes required for the operation of the leisure centres, 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.

#### **6. Medical**

**6.1.** You must ensure you are fit and healthy enough to undertake your chosen activities and 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).

**6.2.** 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.

**6.3.** Expiry extension due to medical reasons will be considered individually.

#### **7. Our services**

**7.1.** We provide you with high quality facilities and services, but certain constraints apply:





- 7.1.1.** 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.
- 7.1.2.** 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.
- 7.1.3.** We may at any point restrict access to certain facilities or activities for health and safety reasons.

## **8. Opening times**

- 8.1.** 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.
- 8.2.** See the facility notice boards, 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.

## **9. Concession cards**

- 9.1.** Your concession access card is for personal use only. You must present your concession card on entry to the facilities and on request by any member of our staff.
- 9.2.** We reserve the right to terminate your concession if your concession 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.

## **10. Conduct**

- 10.1.** You must comply with any rules as displayed on-site or on our website and with the instructions of our staff, and:
  - 10.1.1.** only use the equipment and facilities in a safe and sensible manner (including wearing appropriate footwear etc.)
  - 10.1.2.** be courteous, considerate and respectful of our staff, other patrons and members of the public using the facilities. Unlawful, disruptive, dangerous or offensive actions will not be tolerated
  - 10.1.3.** maintain appropriate standards of dress and hygiene
  - 10.1.4.** not engage in any unauthorised commercial activity
  - 10.1.5.** not carry out any illegal acts on the premises
  - 10.1.6.** comply with all our health and safety requirements, including any instructions or directions given to you by our staff.
- 10.2.** 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).

## **11. Independent specialists**

- 11.1.** 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.
- 11.2.** All independent specialists must have written permission from the centre manager to conduct business in and around the facilities.

## **12. Fees**





**12.1.** You must pay all applicable fees, charges and expenses, and GST as applicable, for the concession. Our fees, including administration fees and card replacement fees, are published on our website.

**12.2.** Concession holders wanting to renew concessions at later stage must retain their cards – if lost or misplaced a replacement fee for the card will apply

### **13. Transfers**

**13.1.** You can transfer remaining concessions to another person, they must be eligible for the same price, an admin fee of \$10.00 applies.

### **14. Our liability**

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

### **15. Your liability**

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

### **16. Variations to terms and conditions**

**16.1.** 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.

### **17. Publicity**

**17.1.** We may take general photographs or videos of the facilities 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 Whanganui 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.

