

## Terms of Trade

All Terms of Trade are binding with Tauranga Swim School.

### Enrolment

A TSS (Tauranga Swim School) Enrolment Form exists for each adult and child swimmer. These are required to be completed fully, signed, and emailed to TSS for all swimmers ASAP prior to the Term commencing. Signing this form acknowledges our Terms of Trade (this document is also found on our website) including the Cancellation Policy therein.

Non-receipt of the signed Enrolment form, via email by TSS, prior to the Term commencing will unfortunately result in the swimmer being unable to swim with TSS on the first and subsequent days until the signed form is received. In this instance, make-up classes will not be available, these classes will be forfeited and chargeable.

Further to your initial Enrolment form, a new Enrolment form is required to be provided annually for every swimmer ASAP prior to the commencement of Term 1 swimming.

Thank you for your understanding and providing the Enrolment form(s) on time.

### Automatic Re-enrolment for Subsequent Terms

As with many swim schools, TSS automatically re-enrols students for the following term if a cancellation notification email is not received from you within the required timeframe.

If you DO NOT wish to be re-enrolled, it is essential, that you notify us by email that you are cancelling your lessons, no later than 3 weeks prior to the end of the term that you are currently swimming in.

If no cancellation notification email is received within that timeframe, you will automatically be issued with an invoice for the automatic re-enrolment, via email, 1 week before the end of term, which will confirm the new terms lesson day/s, time/s and fees for that subsequent term.

Payment in full for invoices is required within 7 calendar days.

See also the TSS Cancellation Policy below.

### Cancellation Policy (by swimmer or parent/guardian)

In line with the TSS Automatic Re-enrolment process above, if you DO NOT wish to be re-enrolled (and invoiced accordingly), please be sure to send us your cancellation notification email no later than 3 weeks prior to the end of term. As classes for the following term are developed 3 weeks prior to the end of the term, cancellation notifications received after this period may be subject to a cancellation charge of 50% of the total cost of the invoice. This is to cover administration fees.

No refunds for the full-term fees can be given for cancellation notifications received after the term has commenced.

Please note that all lessons are non-transferable.

### Cancellations (by Tauranga Swim School)

The cancellation of lessons by TSS is typically only ever required due to swimmer safety and is at the discretion of TSS management. This includes, but is not limited to:

- a lightning storm in progress
- pool hygiene
- natural disasters
- the venue unexpectedly closing the pool for health and safety reasons or other
- due to the NZ government Covid19 mandates
- etc.

If your lesson has not already commenced, you will receive a phone call letting you know that your class has been cancelled and rescheduled (where applicable). In such instances, we will always endeavour to provide as much advance notice to you as possible.

## Discounts

We offer a 10% discount for families with 3 or more family members swimming in the same term (where none of these is funded by disability service providers or ACC). We also offer a 10% referral discount to any current customers who refer new enrolments to our school where the new enrollee pays for a full term. This referral discount is reflected in your subsequent term's fees. To be eligible for this discount your swim fees must not be in arrears.

## Payments / Refunds

Payment of your account is due prior to the start of lessons.

Please make invoice payments within 7 calendar days, via internet banking, with the swimmer's first and last names and invoice number.

Once a parent/caregiver has requested TSS swimming lessons, and a confirmation email and invoice of the class has been issued, then the term fees are liable to be paid due to the Automatic Re-enrolment and Cancellation policies above.

Refunds will only be provided or credited in extreme circumstances and must be applied for in writing. These will then only be granted at TSS management discretion. If TSS management cancels class(es), make up lessons will be offered.

## Outstanding Accounts

Overdue accounts may incur an administration fee.

Following one reminder email and one warning email, overdue accounts may be placed into the hands of a debt collector. In this instance, the swimmer/parent/guardian will also be liable for payment of all such consequential costs and fees accordingly.

## TSS Covid19 Policy

Please also read and familiarise yourself with the TSS Covid19 Policy (also found on our website). We apologise for any inconvenience caused to TSS swimming lessons due to any NZ government mandates or pool venue policies accordingly. Where impacts may occur, TSS will endeavour to offer options to help keep our swimmers swimming where possible and feasible for us to do so.

## Missed Lessons

Swimming lessons missed for any reason other than illness, school camps, in line with our Covid19 Policy, or due to the pool venue closing the pool temporarily, will be forfeited.

We do not provide make-up lessons (or refunds) where there are unpaid accounts or for missed classes for other reasons than the above. This includes but is not limited to: family holidays, religious observance, and other extracurricular activities, etc.

We do, however, provide up to 3 make-up lessons per term for illness and injury where a medical certificate is provided by you. A make-up lesson cannot be carried over to another term. In the case of a broken bone, TSS will provide a maximum of one make-up lesson per swimming week for the duration of the recovery period until Doctor clearance to return to swimming. We cannot guarantee that a make-up lesson will be with your child's usual instructor, nor can we guarantee that the time we have available will necessarily fit into your schedule. Make-up lessons are provided on a best-effort basis by TSS. Special classes will also not be generated specifically for make-up lessons (these will apply to existing group lessons only) or where these incur additional TSS costs.

A make-up lesson will only be scheduled with you once, if you miss this, then they will not be rescheduled and are forfeited. Thank you for your understanding that we cannot keep rescheduling missed make-up lessons due to administrative overhead for TSS. If a make-up lesson incurs a specific lane-booking cost just for that lesson, then you may be invoiced for the cost of that lane booking, as this is not the responsibility of TSS to bear this cost, whether you attend the make-up lesson or not. We appreciate your understanding, thank you.

## School Holidays

During the school holidays the weekly classes are suspended. However, we regularly offer an intensive Monday to Friday Holiday Intensive Program. These are an awesome way to consolidate the skills learnt during the previous term and to make some huge progress in preparation for the next term, as the children swim daily for the weeks enrolled.

Details can be found on our website or Facebook page.

## Public Holidays

Tauranga Swim School does not conduct lessons on public holidays.

## Inclement Weather

Tauranga Swim School holds all lessons in the rain and inclement weather. The instructors intend to make this fun for the children in the rain. A lightning storm will cause the class to be cancelled with as much advance notice as possible.

## Swim Caps and Goggles

For hygiene reasons all swimmers must wear a swim cap during every lesson.

Goggles are a must for everyone as they not only protect your eyes but also aid in learning to swim. TSS can recommend/sell quality, well-priced, swim goggles for all ages.

## Health and Safety

TSS does not accept responsibility for any damage or loss of property or articles left on the premises.

TSS shall not be held responsible for any personal injury or fatality that may occur.

Swimmers are asked to avoid lessons if they are suffering from any contagious condition. These include but are not limited to: nervous system infections, ear infections, eye infections, gastrointestinal infections, diarrhoea, colds, cold sore, coughs, infectious runny noses (green discharge), open sores, skin infections, rashes, or foot infections, etc.

For their own safety, it is important that children do not enter the pool before or after their scheduled lesson. This also reduces the distractions to children in other lessons. Parents and caregivers are required to be in the water with infants up to 3 years of age at all times. All our staff hold a current first aid certificate and are either police vetted or in the process of.

## Teaching Swimming

Due to the nature of teaching people in water, there will be contact between swimmer and teacher. This will be of a professional nature at all times. Where possible we aim to always have the same teacher covering the swimmer's lessons, however, this is subject to illness and any last minute, staffing availability issues.

If you have any concerns about this, please contact TSS management for further information.

## Responsibilities of the Swimmer/Parents/Guardians

Please arrive for your lessons on time. Only enter the pool once the instructor has given permission. Listen to what the instructor says. If the swimmer doesn't understand please ask. If you or your child have a medical problem, or for example, uses an inhaler, please advise the instructor from the outset. Babies must have had their 3-month injections before they can be allowed to enter the pool. All swimmers MUST wear suitable swimwear. For babies still in nappies, please use an appropriate "aqua nappy". Be helpful and encouraging to your child but please do not coach them. The instructors are professionally trained and are there to do the coaching.

If you have any concerns or issues, thank you for always speaking to TSS management in the first instance.

## Feedback

In line with our continual process improvement policy, we always welcome constructive feedback. This helps us to consistently improve our quality service provision to you.

The team at Tauranga Swim School appreciate your continued support and acknowledge that this is a partnership. To achieve positive learning outcomes for all swimmers it is important to us that we keep the lines of communication open to provide the best service to you.

Thank you for your continued support.

Tauranga Swim School