

Holiday and recreation programmes terms and conditions

1. Auckland Council's terms and conditions apply, and become binding, when you enrol in a council holiday or recreation programme. We may refuse to accept any application for enrolment from any person.
2. Unless otherwise advised by us, you will need to pay all programme fees at the time of your enrolment. You acknowledge that if you do not pay programme fees when required, you will not be able to participate in your programme.
3. You agree to:
 - follow all the instructions given by our representatives
 - remain in areas designated by our representatives
 - comply with any applicable council policies
 - avoid behaviour that could cause injury or harm to other participants in the programme or their or our property.
4. You acknowledge that your personal possessions are your own responsibility when undertaking a holiday or recreation programme.
5. You undertake the programme at your own risk. You acknowledge that neither council, nor anyone associated with the council, will be liable for any injury or accident you experience while participating in a council programme or for any damage or loss to your personal belongings.
6. In the event of any sickness or accident occurring while you are participating in the programme, you acknowledge that qualified medical attention may be obtained at your expense by the council and that your emergency contact will be notified.
7. Council fitness centres are public places and we may photograph the facilities for marketing purposes. You agree that if your image is captured it may be used in marketing material by us or an agency or media outlet. We will obtain written consent for any image that focuses on an individual.
8. There are no refunds after the commencement of a council programme. If you cancel before a programme begins, a refund will only be made if the programme is full and your space can be reallocated to someone on the waiting list.

If a refund is given, you may choose to apply the credit to your council account or have the funds transferred by direct debit in to your bank account. We do not provide cash refunds.
9. You must observe an appropriate standard of dress and wear clothing and footwear suitable for the activity in which you're engaged. Coloured bandanas or clothing denoting gang affiliations are not permitted. You will also bring any relevant equipment required for the programme, as advised by us.
10. You agree to behave appropriately and will not engage in disruptive, dangerous, or unseemly conduct while participating in a council programme. Participants must leave the site of the council programme if asked to do so by one of our authorised representatives.
11. Participants are required to maintain the council's high standard of cleanliness and the good order of its facilities. You will be responsible for all damage you cause, whether directly or indirectly, to equipment or facilities and you will reimburse us for any loss we suffer or incur as a result of such damage.
12. We may change the programme structure, content or equipment at any time.
13. You agree to provide any information requested by us concerning the state of your health or physical well-being. You must provide a medical certificate if requested. You warrant that you have the level of fitness required to undertake your chosen programme and its activities.
14. No unauthorised commercial activity, advertising or recruiting for business may take place on any of our premises or sites where council programmes takes place.
15. We may need to obtain personal information from you for the purposes of enrolment. We may need to disclose your personal information to staff and contractors. We take all reasonable precautions to protect your personal information from misuse, loss, unauthorised access, modification or disclosure. Under the Privacy Act 1993 you have the right of access to, and correction of, personal information held by council.
16. If you have enrolled a child in a council programme these terms and conditions will apply to your child's participation in the programme. You will ensure that your child complies with these terms and conditions as applicable to him or her. We are not responsible for the safety of children or participants outside programme hours. You acknowledge that if you are late in collecting your child from the programme you will incur an additional charge.
17. Your participation in programmes is subject to these terms and conditions, any relevant council policies, industry body standards, and New Zealand law.
18. If you have enrolled a child in a council programme you are required to provide us with clear instructions regarding who is authorised to collect your child. Where there are custody issues a copy of the court order must be supplied. A policy document detailing council procedures regarding access to children is available at each centre.
19. You give your permission for your children to be transported to and from school and venues by council staff during the holiday programme, in council vehicles, vans, or buses.
20. If payment is overdue for a period of 14 days or more, the outstanding amount will create a debt which we may refer to a debt collection agency or other duly authorised agent for collection.
21. You agree to pay on demand all of our reasonable expenses, including dishonoured cheque fees, debt collection fees and legal costs (on a solicitor/ agent/client basis) in relation to the collection of all overdue money.

I have read and understood the terms and conditions.
Please save this form and email as an attachment to: howickleisure@aucklandcouncil.govt.nz