

Welcome
to
Irena's Swim School



The following sets out those terms and conditions to which you agree to be bound and also provides some information about the Swim School. This is to promote safety and good order, so that swimmers may enjoy a happy and productive experience. Guardians and/or parents, you are welcome to discuss your child's progress with me, or raise any other query at any suitable time.

Please do not hesitate to contact the Swim School if you have any queries about this Contract. We are more than happy to explain it to you.

CONTRACT

SAFETY, PROCEDURES and RULES

1. Swimming lessons take place at 45 Doringboom Street, Kempton Park. All Instructors are qualified and hold a First Aid certificate, and CPR. The Swim School is an Accredited Learn to Swim Centre. Limiting the class size to 4 or 5 ensures proper attention to each swimmer. Lessons are 30 minutes long. Where only one swimmer is present, the lesson will be 20 minutes at the Instructor's discretion, as young swimmers may easily become tired.
2. Access to the Swim School is controlled, for safety. The gate will open when the code is keyed in. If someone else will be bringing your child, please give them the code, as the Instructor cannot open for them.
3. The Swim School should be advised when a swimmer contracts a contagious disease. Such swimmers may only return to swimming when the disease is no longer contagious. Swimmers who are taking medication which could cause drowsiness should not attend lessons. Swimmers with stitches, open or bleeding wounds, nose bleeds or eye infections may not swim.
4. The emergency exit is through the door to the changing rooms from the pool area, Follow the sign to the left, then right. The key is on a hook at the left of the door, by the First Aid Kit and fire extinguisher. Notify the Instructor on duty of any emergency, she/he can summon help via the panic button link to ADT, and take charge.

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5. The pools are heated and indoors, so lessons will continue even if the weather is bad, except when there is lightning/thunder. The toilet area & changing rooms, which are heated in cold weather, lead directly from the pool, so swimmers need not be outside until they are dry and dressed. Hairdryers are provided.

6. When there is lightning and/or thunder, the Instructors will clear the pool area. Everyone should go to the changing rooms, change out of wet costumes and remain there until 30 minutes after the last lightning flash/thunder clap, when lessons will resume. If you decide to leave before then, you take responsibility for yourself and those with you, as it is dangerous to be outside during a storm. These guidelines are provided by the South African Weather Bureau, and endorsed by Swimming South Africa, so please co-operate as we try to keep everyone safe.

7. Power failures during the day will not normally disrupt lessons. If there is a power failure after dark, the emergency lights in the pool area and the changing rooms will come on, enabling everyone to leave the water safely, change and leave the premises. The emergency lights are not bright enough for lessons to continue.

8. All swimmers must wear a swimming cap for hygienic reasons and to protect the pool filter. Caps are available from the Swim School at a reasonable price. Further to this, only a close-fitting costume and towel are necessary. The baggy shorts favoured by many boys are not suitable for swimming lessons. Children are only allowed to wear goggles if there is a medical reason why they should, for safety reasons. Products are used in the water to minimise irritation to eyes and skin. Swimmers who are not potty trained must wear waterproof swim pants or a swimmers' nappy. Swim pants are available from the Swim School

9. Guardians and/or parents may sit in the enclosure during lessons, particularly where very young/nervous children are concerned, but they may not interfere with the lesson, make a noise, eat or smoke. Only one adult per swimmer is allowed in the small enclosure. Cell phones are to be in silent mode. There are viewing areas outside.

10. Unaccompanied children may not sit in the enclosure, as the Instructors must concentrate on the swimmers in the water, and are therefore unable to supervise anyone else. Please co-operate by keeping your children with you outside of lesson time.

11. Swimmers should not have a heavy meal just before the lesson. Have children use a tissue, use the toilet, discard anything which is in the mouth, and remove plasters before the lesson. Eating and drinking inside the enclosure or changing rooms is not allowed.

12. Swimmers must not enter the water until they have been told to do so. Similarly they must leave the water when told to do so at the end of a lesson. Water safety procedures form part of our teaching. Please encourage your children to observe these at all times, even when not at the Swim School.

13. **Please control your children while they are on the premises.** They are your responsibility before and after the lesson, particularly in the changing room. Should you or your child or anyone else accompanying you be responsible for causing damage to any property at Irena's Swim School, you as swimmer/parent/legal guardian will be held liable for such damage. No child may be dropped off and left

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unattended at the property. The Swimmer/Guardian indemnifies and holds harmless, the Owner, Instructors, Employees, Agents or Representatives for any such damages, losses, injury or actions for which they may be held responsible as a result of the actions of the swimmer (or anyone accompanying him/her).

14. Discipline takes the form of the child sitting out of the pool for a short period while the others are being instructed. You will be asked to assist your child if he/she refuses to sit out, or does anything other than sit still and quietly. When it is the child's turn, the Instructor will have him/her come back into the pool so as not to miss instruction time. Should the behaviour persist, the child will have to sit out of the pool again. No corporal punishment, belittling, or bad language is used.

15. Occasionally photographs are taken at the Swim School. Some of these are included on our Webpage, or on Facebook. If you prefer that your child not be photographed, you should advise the Swim School, so that we can respect your wishes sensitively.

16. Note for School Groups. Swimmers who come to the Swim School as part of a school group must each have their own kit bag, separate from their school bag, containing swimsuit, towel and cap only. Please label all clothing. All drivers have PDPs, and all children wear seat belts in the car. If at all possible, please pay by eft. If you have to pay by leaving cash at your child's school, kindly put it in a sealed envelope with your child's name on, marked 'Swimming'. Extra amounts paid will be carried forward to the next month, as the drivers' priority is the care of the children. She isn't able to deal with change in addition to this. Twice a year, usually in May and November, we hold a School Open Lesson, so you can meet us and see your child's progress. If you want to see a lesson at another time, please contact the Swim School in advance, so we can arrange access for you.

FEES and PAYMENT ARRANGEMENTS

17. Our payment system operates through AdminOnline. You can access your account with us by going to swimirena.adminonline.co.za. Your fee is due the first of each month, when your statement will be e-mailed to you. Payment by eft is preferred, to

Irena's Swim School (Pty) Ltd
FNB Cheque Account Number 62690248010
Branch Code 205609.

Your **account number and the swimmers surname** should be recorded as the reference, e.g. 23456 MEYER. Proof of payment can be sent by sms or e-mail. Cash payments are to be placed into your account card, which must be put into the safe. The Swim School will not be responsible for cash left anywhere other than in the safe, or for efts where the reference number has not been given, or is incorrect. Extra amounts paid will be carried forward, as change will not normally be available. **Please avoid depositing cash into the Swim School bank account at the tellers**, as cash deposits attract high bank charges, which will be levied against your swimming school account. The Swim School does not have a card facility.

18. The full fee is still payable if a swimmer is absent, whatever the reason might be. Lessons missed cannot be made up as we work to a timetable. **Fees are increased in July of each year.**

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19. Individual lessons, e.g. for flight crew, must be paid for either at or before the lesson. 24 hours' notice must be given for cancellation of an individual lesson, otherwise the fee will still be payable.

20. **January's fee is payable with your December fee on 1st December.** Should we not receive your December/January payment by the 8th December, we will remove the swimmer's name from our list of **swimmers** for January, and allocate the space to someone else. You will still, however, be liable for payment until proper notice is given to the school in terms of clause 22.

21. **A deposit of a month's fee is payable on enrolment.** This will serve as the fee for your notice month. Fees are not refundable, or transferable, even if your account is in credit. A **re-registration** fee is payable when you return after a break.

22. **A complete calendar months' notice on the Swim School Resignation Form** is required should you wish to discontinue taking lessons. For example, if you wish to discontinue at the end of May, notice must be given before 1st May. Verbal notice, or notice by sms or what's App will not be accepted until confirmed on the Resignation Form. Resignation Forms will only be accepted from the date received by the Swim School. For example, if your Resignation Form is only received on 14th May, then your notice month will be June, and you will still be liable for the June fee. **Notice will not be accepted to take effect at the end of November.** Should you wish to leave at the end of the year, payment for December must be made in full.

23. **Fees not received after 7th of the month will attract a penalty of R50 that will be levied against your account.** A further R50 will be added for every month, or part thereof, that the fee remains unpaid. While proof of payment is helpful, your account will only be credited at least 2 working days after receipt in the Swim School bank account, or in cash.

24. Should your fee remain unpaid by the last lesson of the month, the swimmer's name will be removed from our list, and the space made available to someone else. Fees, however, will continue to accumulate until the expiry of notice submitted on a properly completed Resignation Form. We will engage the services of a debt collection company to recover the outstanding amount if our own reminders do not result in payment. You will be liable for payment of the debt collector's and/or attorney fee on the attorney own client scale in addition to settlement of your account with the Swim School. Kindly further take note that should fees still remain unpaid, the responsible person will be listed on the credit bureaux, until payment is made in full.

25. Kindly note that Irena's Swim School (Pty) Ltd is a registered **VAT Vendor**, and therefore would have to amend our pricing in line with the National Treasury decision to amend the VAT rate.

COMMUNICATION and GENERAL

26. Lessons continue year round, including during school holidays, except for public holidays, Easter Saturday, 4 weeks over Christmas and New Year, and one week during the government schools' Spring Break in September/October. This latter week is for repairs and maintenance to the Swim School, which cannot be carried out when we have swimmers on the premises. Full fees are payable for these holiday

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23. **Fees not received after 7th of the month will attract a penalty of 5% of the outstanding amount.** A further 5% compounded will be added for every week, or part thereof, that the fee remains unpaid. While proof of payment is helpful, your account will only be credited at least 2 working days after receipt in the Swim School bank account, or in cash.

24. Should your fee remain unpaid by the last lesson of the month, the swimmer's name will be removed from our list, and the space made available to someone else. Fees, however, will continue to accumulate until the expiry of notice submitted on a properly completed Resignation Form. We will engage the services of a debt collection company to recover the outstanding amount if our own reminders do not result in payment. You will be liable for payment of the debt collector's and/or attorney fee on the attorney own client scale in addition to settlement of your account with the Swim School. Kindly further take note that should fees still remain unpaid, the responsible person will be listed on the credit bureaux, until payment is made in full.

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periods to cover ongoing Swim School expenses. **Lessons missed because of these days cannot be made up.**

27. The pools and changing rooms are heated, but should you wish to discontinue lessons during the winter months and resume in the summer you have one of two options. You can either give notice on the Resignation Form, then contact us when you are ready to re-join, whereupon a new deposit will be payable. Although we will do our best to fit you in again, this cannot be guaranteed, as we often have swimmers waiting for space. The second option is to pay through the winter, even if the swimmer is not attending. This will, of course, keep your place as long as fees are up to date.

28. Your lesson day(s) and time is as agreed. It is allocated to you and stipulated on the Enrolment Form. A month's notice is required in writing should you wish to change lesson times, or frequency of lessons. Should we be unable to accommodate you at a mutually convenient day/time, notice provisions will apply.

29. Communication with the Swim School can be in person, by phone, sms, what's App or e-mail. Please do not use Facebook to communicate with us, as this is not checked regularly. But you are very welcome to post photos of your child's swimming activities on our Facebook group, Irena's Swim School. Kindly advise the Swim School should your contact details change, or should there be a change in a swimmer's medical condition, or situation that is relevant. We will not be responsible for non-receipt of statements or any other information due to out of date or incorrect contact details.

30. Newsletters are normally sent out monthly. They contain important information, so please familiarise yourself with the contents. Newsletters are also posted on the Swim School Webpage. From time to time notices are posted on the Swim School enclosure door. Again, it is your responsibility to read them, and comply with what is being asked of you.

31. Twice a year children are assessed for certificates. They enjoy receiving these, and they do give some indication of their progress. A swimmer must meet the criteria for a certificate, so please don't be disappointed if your child does not receive one. Swimmers are not expected to receive a certificate every time. Once a year we have underwater photographs taken of those swimmers whose Guardians and/or Parents would like this. A separate fee is payable.

32. The Guardian/Swimmer accepts that, while all reasonable precautions are taken to ensure the safety of the swimmer, water and associated activities are dangerous. The Guardian/Swimmer therefore, agrees that the swimmer (and anyone accompanying the him/her) takes part in the activities at their sole and absolute risk, and the Guardian/Swimmer will not hold the Instructor, any substitute instructor, employees, representatives or the like, liable for any personal or material injury, damage or loss suffered by the swimmer, guardian or anyone accompanying the him/her no matter how such injury, damage, or loss arose, and hereby waives any right to such a claim the person may be entitled to, notwithstanding this clause.

33. No relaxation of these terms by Irena's Swim School (Pty) Ltd or any Instructor or other member of staff will constitute a waiver of rights, nor will it constitute a variation of the terms of this Contract.

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34. The Parent/Guardian/Swimmer hereby chooses as his/her domicilium citandi et executandi the physical address supplied on the Enrollment Form. In the event of the Swim School instituting legal proceedings against the Parent/Guardian/Swimmer or taking any steps to enforce its rights under, or in terms of, this agreement, the Parent/Guardian/Swimmer shall be obliged to pay the cost of such proceedings on a scale as between Attorney and own client.

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