

Frogs & Tadpoles and Fintastic Aquatics Contract

REQUIRED POLICIES

CONDITIONS OF THE MEMBERSHIP UPON WHICH THE TEACHER AND PARENTS AGREE FOR FROGS AND TADPOLES / FIN-TASTIC AQUATICS.

-FEES & FEES PROTOCOL

- There is a R150 admin fee that is charged every year, in the month you joined.
- Fees are calculated on a flat monthly basis and not on how many lessons the swimmer has or has not attended.
- **Fees are invoiced on your account every month on the 20th for the new month, and fees must be paid on the 3rd of the month.**
- Payments must be made via cash or EFT. There is a discount for fees that are paid in cash on time.
- Fees must be paid in advance for the month.
- Payment can be made termly, which is every 4 months according to our terms. A discount is given if the fee is paid by the 7th of the 1st month of the term for that term.
- As we swim all year-round Fin-tastics Aquatics and Frogs and Tadpoles swim school will not close during the year except for July to do routine maintenance, so NO fees will be charged for July if we close.
- We close for a period in December and open around the 10th of January. A full fee is payable for December and January. We offer a half months lesson in December and full lessons in January. There are NO LESSON'S ON PUBLIC HOLIDAY'S and no rebate given for days missed due to public holidays. We will close for the Easter weekend and a Full month's fee is payable for this month.
- Should your child not attend swimming lesson's due to health or vacation or for any other reason whatsoever, the full fee is still payable. The member shall not be permitted to attend classes if fees for a particular month have not been paid.
- Should payment not be made by the 3rd of each month for that month's lessons, you will be charged **a penalty fee of R100 per month** until the account is up to date, unless an arrangement has been agreed to by both parties in writing.
- Non-payment will result in us handing your account over to our debt collection team & listing you as a default payer on the National Defaulter Database of the Credit Bureaus until the account is paid.
- Management of Fin-tastics Aquatics and Frogs and Tadpoles swim school shall always have the right to increase membership fees and/or change the time scheduled for the classes. Our annual fee increase is usually August, unless otherwise notified.

-LEGAL

- The Parent/ Guardian is Liable to pay Management on demand for any damage done to their property in whatsoever manner by the parent/ Guardian, member and any other persons brought onto the premises at 22 Stander Street, Brackenhurst, Alberton by the parent/ guardian.
- The parent/guardian agrees to pay all charges including legal fee's which may arise if a legal or other action is taken by management to recover any fees or amounts due including, but not restricted to, collection commission, whether action is commenced or not.
- No relaxation of any of these terms by Management for any reasons whatsoever shall be construed a waiver of their rights contained herein, nor will it constitute a variation of these terms.
- The member/ legal guardian chooses as his/her dominium citandi et executandi the address as cited on the enrolment form. The parent/ legal guardian is obliged to immediately advise any change of address and contact numbers, and should it become necessary for the teacher to trace the parent whereabouts, the parent/guardian agrees to be responsible for all costs involved in such tracing.

-TERMINATING CONTRACT (TWO MONTHS NOTICE)

Please see the revised policy below:

TWO months written notice is required in the event of terminating.

- We do accept termination notice via WhatsApp, SMS, over the phone or email.

- Notice received before the 7th will include that month, anything after the 7th we will count the following month as your 1st months' notice.
- Membership shall continue for an indefinite period subject to TWO CALENDAR MONTH'S WRITTEN PAYABLE NOTICE ON THE STANDARD RESIGNATION LETTER and you must obtain a receipt as proof that documents have been received.
- You are allowed to swim through your notice period, if you choose not to attend fees are still due in full.
- No resignation will be accepted to leave at the end of November. Notice to leave must either be for end of October or end of December.
- Should a dispute arise, and we no longer wish for you to remain with Fin-tastic Aquatic's or Frogs and Tadpoles swim school, we will ask you to leave immediately, and we will refund you any month that you have paid in advance.
- If you need to change your child's lesson time and we can accommodate you, it will be done immediately. **However**, if we cannot accommodate you with a suitable day and time and you wish to resign, you will be liable to give us TWO months written paid notice to resign.
- The liability to make payment of membership fees shall not be suspended by temporary absence from classes of a member for whatsoever reasons, unless previously discussed with management.

These conditions are NOT negotiable.

-FROGS & TADPOLES CAPS

- You will receive a Frogs & Tadpoles or Fin-tastic Aquatics Caps (if the Cap and Bag fee is paid), this is to be worn at every lesson.
- Frogs & Tadpoles or Fin-tastic Aquatics Caps are seen as our "uniform" for our swimmers.
- If you lose it or it breaks you will need to purchase another one.
- We do stock larger branded caps at our pool, but this will be at your own expenses.

-ARRIVING ON TIME

- Please make sure you arrive at **least 10-15 minutes** before your child's swimming lesson. Late arrivals will result in receiving only the remaining time of that lesson. Please have your child dressed in his/her costume with swimming cap & goggles on - ready to swim.

-SCHOOL TRANSPORT

Frogs and Tadpoles swim School provides transport to and from our Nursey & schools. Frogs and Tadpoles swim school will provide transportation and a pool deck assistant to help the swimmers get dressed.

- Only children THREE & UNDER will be placed in one of our car seats.
- Frogs and Tadpoles abides to The South African Transportation laws for Transporting Children.
- All swimmers will be strapped in with a seatbelt.
- On the day of swimming please make sure your child is at school on time, if you are late for school and miss the pickup, you miss the lesson.
- Please do not send any other swimming equipment besides the swimming costume, cap, towel, earplugs, goggles. We will not be responsible for those items.
- If your fees are behind/overdue your child will not be picked up for swimming until your account is in good standing. (You will be informed about this prior).

I understand and accept that the transport to and from such lesson shall be undertaken at my own risk and at the risk of the swimmer(s).

-PHOTO & VIDEO POLICY

- Photos and/or videos may be taken occasionally for advertising, publicity, social media, the website, and/or training purposes.
- By agreeing to this policy, the parent and or guardian is agreeing to allow the use of photos and/or videos for the above purposes by Frogs and Tadpoles Swim School.

- Parents have the right to refuse this agreement to their child being photographed/videoed and need to mention this in an Email/WhatsApp/over the phone.

-BAD WEATHER

- As the pools are indoors and heated, we do swim if it is cold and or raining but there will be no swimming lesson given during lightning storms - dry lessons will be offered.

-GENERAL POLICIES

- Should a child misbehave and disrupt a lesson he/she will be given a warning by the teacher, should he/she persist with such bad behaviour, he/she may be requested to leave the class.
- The guardian undertakes to always supervise the child before and after his/her lesson. The parent/guardian will always keep their child/children away from the main house and shall not touch or tamper with or damage or deface equipment or items on the property. The car park is totally out of bounds for children who are not accompanied by an adult.
- Should your child have anything contagious (ringworm, tonsillitis ETC.), in fairness to the other swimmers as well as the instructors, please do not bring them to swimming lessons during this period, until they are no longer contagious.

-POPI Act –

The Protection of Personal Information Act is a piece of legislation which governs the law of data protection and privacy in South Africa.

- We will ensure NO information will be shared with any company and or persons. All Physical and Electronic Recorded information is Securely Stored.

-INDEMNITY

- I hereby waive any and all claims which I may at any time have against Fin-tastic Aquatics and Frogs and Tadpoles swim school and their staff members in respect of any damage , loss, loss of life, bodily injury or damage or loss of property whatsoever nature and from whatsoever cause, whether caused by negligence of the instructors and/or any employee of any of them, or any person acting as their employee of any of them, or any person acting on their behalf as agent, or any other business on the property or any other person which may be caused or arise from the above lessons, or from any other tuition or sporting activity offered or taught by the instructors or as a result of being on the premises of 22 Stander Street, Brackenhurst, Alberton, and I hereby indemnify and shall keep indemnified the instructors against any and all claims by any person arising out of any cause referred herein , or any cause what so ever arising out of the above mentioned lessons and/or sporting activities or any other business on the premises or any other by virtue of being present at 22 Stander Street, Brackenhurst, Alberton or when being transported by vehicle to and from the school. Provided all reasonable care has been taken to ensure the wellbeing of the learner(s) and those accompanying them. I/we do hereby promise to pay all swim fees due to Fin-tastic Aquatics and Frogs and Tadpoles swim school on times and up to date. I/we hereby certify that all the details as set out herein are both true and correct and confirm that I/we have read and understood all the terms and conditions contained herein and agree to be bound thereby.

Right of Admission Reserved.

I've read the above and agree to be bound by the T&C set out in the document attached.

Name of Parent/Guardian

Signature of Parent/Guardian