



1. **Enrolment**

As at the date of signature of these terms and conditions and payment of the enrolment fee, your child is enrolled with LSA/SSA for an indefinite period of time until such enrolment is terminated as provided for herein. Before any child's lesson times can be reserved, this enrolment form must be completed and signed. Upon such enrolment you/your child/ren are considered booked in for the full term or year until the required notice for termination is placed to stop swimming.

2. **Deposit**

Deposits equal to one month's fee must be paid for each child before their start date. These deposits are usable in your final month of swimming when the proper notice has been placed. Deposits will be adjusted if fees increase, to stay in line with current fees. Deposits will also be adjusted when/if you change your lesson types. The deposit must remain intact in order to secure availability for your child's lessons each term.

3. **Terms and operating hours**

There are three swimming terms, **Term 1: Mid-January to April. Term 2: May to June. Term 3: August to mid-December.** The exact dates of the terms will be communicated to the parents/guardians in due course. The duration of each lesson is set out in the annexed fee schedule. LSA/SSA is closed on public holidays and over the Easter weekend.

4. **Medical Conditions**

LSA/SSA must be notified if your child develops any medical condition, illness or allergy from time to time, or if they are unfit to swim for any reason whatsoever.

5. **Fees**

Duration	Programmes	1 x per Week	2 x per Week	3x per Week
30 min	Tod Swim	R480.00	R780.00	
20 min	Learn to Swim	R480.00	R780.00	R1010.00
45 min	Adults (in group)	R1110.00	R1880.00	

Parents/guardians will be responsible for all fees, which will include the enrolment costs, deposits, any further costs for goods or services, including but not limited to equipment, caps, goggles, also charges arising from any damage where the parent/guardian, or child whether acting alone or otherwise has caused damage or wilful loss to LSA/SSA property or that of another person. The parent/guardian is responsible for any costs incurred in the collecting of any late payments. **Fees are only payable on a monthly, quarterly or yearly basis and never per lesson attended.** Full monthly fee payments must reach us by the First of every month for that month **strictly** via electronic transfer (EFT). No debit cards, credit cards, cheques or cash payments/deposits. Termly/yearly fees must be paid within 2 (two) weeks into the beginning of the terms. One invoice will be sent via email in the first month of each term for the full term and Parents commit to pay the full fees due upon presentation thereof and thereafter by the 1<sup>st</sup> of each month for Monthly payments to avoid penalty fees for late payment. These fees are described in the annexed fees schedule. **All payment references must include your child/ren's surname & initial (JonesR).** Statements will be printed on request only. LSA/SSA reserves the right to allocate the payment of fees where it deems necessary in its sole and absolute discretion. Fees are not prorated for loss of lessons at any time after your start month but make up lessons are offered (**strictly** 1 (one) per month for any reason whatsoever and as per the instructor's time schedule). One (1) calendar month's written notice must be given to notify



LSA/SSA of any changes to the account, which includes but is not limited to the child leaving the school, whether permanently or temporarily, as well as the changing of any lessons. Fees are calculated based on a four (4) week month. Due to the accumulation of extra lessons provided during the various 5 (five) week months in a year that you have not been invoiced for, these lessons will be allocated to the December and January closure month and therefore the fees will be payable in full for both December and January. Leigh's Swimming Academy closes for a 4 (four) week period from mid-December to mid-January. Should payment not be made in full for these 2 (two) months, your deposit will be allocated to these months and your child/ren's place will automatically be forfeited. LSA/SSA closes for the month of July, and for this month you will not be charged. Please note that fees will be reviewed twice a year and increased if necessary. The fees are subject to change upon one (1) calendar months' notice.

6. **Late Payment of Fees**

Where fees are not paid on time or withheld for any reason whatsoever, we reserve the right to refuse further lessons until payment is received. Should a payment not reflect by the 3<sup>rd</sup> of the month, a late payment administrative fee of R50.00 will be charged per month that your account remains unpaid. Should LSA/SSA institute legal proceedings against the parent/guardian/person responsible for the account, the relevant person will be liable for the legal cost of LSA/SSA on an attorney and own client scale, plus collection commission. You are urged to contact LSA/SSA immediately to notify of your failure to pay and to advise when you will be able to make such payment.

7. **Termination**

Should you or LSA/SSA wish to discontinue swimming lessons a full calendar month's written notice is required upon which the initial deposit will be utilised to pay for the last month's lessons. If you book a time slot for summer swimming, you are booked for all of the summer months in that term. Similarly, if you book a timeslot for winter, you are booked for the full winter term.

8. **Absence from lessons**

Should your child/ren not attend swimming lessons for any reason whatsoever, full fees are still payable. Cancellation of lessons must be done before 9am on the day of lesson. Customers who go away during school holidays or at some time during the year, please note that fees are still due for those months (even if you choose not to do make up lessons). **Strictly note:** Only 1 lesson can be 'made up' in a month provided that the lesson is cancelled on the morning of the scheduled day by means of a text message or a phone call. Makeup lessons cannot be carried over and missed makeups cannot be made up. For safety reasons, the instructor, reserves the right to stop classes in the event of lightning only and not for mere rain. In such a case no make-up classes will be allocated. Classes will not be stopped for cold or rain.

9. **Equipment**

Description	Price
Lycra Cap	S R65.00 / L R75
Silicone Cap	R70.00
Goggles	R155.00

All children are to wear swimming caps. Goggles are voluntary. These are available at the swim school at the prices described in the annexed fees schedule as at 01/2018. Prices subject to change without prior notice. Please double check with the school.



**10. Conduct**

Children must not run around the pool and may not enter the pool before or after the lesson without the instructors' permission. Children must keep away from the pool filter, pumps and shall not touch, tamper with or in any way deface any equipment or item on the property. Please ensure that your child arrives on time for his/her lesson as it disrupts both the instructor and the other children in the class. Should a child consistently misbehave and disrupt a lesson/s in any way, he or she will be given a warning by the instructor and should he/she persist with such behaviour, he/she may be requested to leave the class. Parents are asked to please keep an eye on their children that are not participating in a lesson. Please ensure that there is no throwing of stones in/around the garden, defacing the change rooms, littering on the property, walking in the flower beds and picking flowers. Your assistance in this regard will help to maintain the cleanliness that we are wanting to provide at the Academy. Parents are similarly asked to respect that LSA/SSA is situated in a quiet residential area, and are accordingly also urged to kindly keep children quiet and under control whilst in the street and or on the property.

**11. General**

Should the instructor be unable to take a class due to circumstance beyond his or her control (such as illness) he or she will arrange for a qualified substitute instructor to stand in or make the lesson up in due time. Should you wish to increase or decrease the number of lessons per week, a full calendar month's written notice will be required. Please read newsletters and notice boards for any updates in fees, rules, terms & conditions. A free copy or electronic copy of this agreement will be provided to you upon request within a reasonable time from the date of signature hereof.

**12. Notices and Addresses**

All notices between parents and LSA/SSA is to be in writing and sent via email to the address chosen above.

**13. Non-Variation**

This agreement constitutes the whole agreement between the parties and no variation hereto will have any force or effect unless reduced to writing and signed by all parties.

**14. Reservation of other Rights**

LSA/SSA reserves the right to make, change, alter or amend its rules, within reason, from time to time and the parent/guardian agree to abide by any such rule.

**15. Waiver and condonation**

Any indulgence or condonation by LSA/SSA shall not be construed as any waiver or novation of its rights in terms of this agreement.

**16. Severability**

Each clause in this agreement is severable from the other, and in the event that any clause is invalid or unenforceable, same shall be capable of severability, and the balance of these clause are to remain in full force and effect.