

Mariaan Swemskool - Swim School

Rules and Regulations

GENERAL FACILITY RULES

1. A copy of the current Rules and Regulations is available at the office at Mariaan Swim School (also referred to as "the office", "we", "us" or "our") or at www.mariaanswimschool.co.za
2. We are under no obligation to compensate you (the person responsible for account payments and/or the swimmer attending classes) or give you any credit in the form of extra classes (catch-ups) if a swimmer is absent as a result of personal reasons, public holidays or school holidays. You remain responsible for the swimming fees.
3. If you would like to catch up on missed classes (because of medical/personal reasons), call 072 117 2501 for an arrangement. Note that R50 per swimmer is payable at the office before the catch-up lesson. Note that only 2 catch-up lessons will be granted per swimmer per term.
4. Please notify us in advance (no less than one hour before your booking/time slot) if the swimmer will not be attending a class, by sending a SMS to 072 117 2501. Note that if we were not notified in advance the request for a catch-up lesson can be turned down.
5. Please make sure you note down the correct time and day allocated to the swimmer. Please arrive a few minutes early for classes.
6. All decisions on whether swimming classes will be held based on weather, etc. Remains with us.
7. We do not accept any responsibility for any loss or theft of money or loss of or damage to personal belongings. Do not leave your belongings unattended in the change rooms or anywhere else at any time.
8. We do not accept any responsibility for any loss, theft and/or damage to vehicles and/or valuables left in vehicles.
9. Please park on the pavement opposite the Swim School property.
10. Please report all injuries/incidents and/or any hazards to a staff member of Mariaan Swim School.
11. No food or drinks are allowed in the swimming pool area. No food or drinks are allowed in any of the transport vehicles of Mariaan Swim School.
12. Instructors may be changed from time to time without notice.
13. We reserve the right to carry out any necessary repairs, replacements, maintenance or alterations at any time without any notice, although we would try our best to do so during school holidays.
14. Please check the notice boards and your SMS and email inbox regularly for notifications.
15. The pool area may be slippery when wet. Please be careful when entering it.
16. You are only allowed in the pool area if it is your time for training.
17. Please do not dive or jump into or run around the pool.
18. Please keep all the doors of the swimming school closed at all times.
19. Babies and toddlers must wear aqua nappies.
20. Never apply any oils or creams before you enter the pool. Never eat/drink too much before lessons.
21. Discipline:
 - i. We expect silence in the change rooms at all times.
 - ii. When it rains, please use the waiting area outside under the roof.
 - iii. We reserve the right to stop a swimmer's lesson immediately if his/her behaviour has a negative effect on the lesson and/or other swimmers.
 - iv. You will have to pay for any damage caused by you, your dependants or your guests while on the property.
 - v. Nobody may be in or around the private house.
 - vi. The waiting area under the roof, the jungle gym and the lawn areas are for your use.
 - vii. Please keep children away from the gate that locks the dogs away.
 - viii. Please respect the animals and the plants on the property.
 - ix. Smoking is NOT permitted anywhere on the premises.
 - x. Alcohol and drugs are NOT permitted on the premises.

Mariaan Swemschool - Swim School

REGISTRATION AND NOTICE

A completed and signed Registration Form, together with the signed Term and Conditions form constitute a legally binding contract between you and Mariaan Swim School cc.

Your membership will commence on the start date and will continue until written notice is given.

1. An annual registration fee is payable to activate your membership with us.
2. The annual registration fee and the swimming fees are NON-REFUNDABLE.
3. Your membership starts when we have received:
 - i. Your completed and signed Registration Form;
 - ii. Your annual registration fee;
 - iii. The applicable quarterly fee if you are paying in full upfront; OR
 - iv. The applicable 1st instalment fee.
4. Please note the following with regard to cancelling your contract with us:
 - i. It is compulsory to send an email as written notice.
 - ii. Please keep proof of your cancellation.
 - iii. A month's notice is required (minimum of 4 weeks)
 - iv. The cancellation of lessons in the middle of a quarter is unacceptable.
 - v. You are liable for the full account until we have received a written notice.
 - vi. Notifications via SMS or verbal notifications are NOT ACCEPTABLE.
5. Your membership applies to you and may not be traded or transferred to another person.
6. This contract cannot be frozen for any reason.
7. We may cancel or suspend this contract at our absolute discretion by writing to you at the email address we have on record for you if:
 - i. You commit a serious repeated breach of our Rules and Regulations;
 - ii. You engage in any conduct which in our opinion would have a negative effect on us or on any members of our staff;
 - iii. Any part of your registration fees or swimming fees are not paid in full in time; or
 - iv. The information you supplied is found to be incorrect and/or false.
8. Please update your personal details by notifying us on mariaan@mariaanswimschool.co.za

FINANCIAL OBLIGATIONS

1. A detailed fee structure is available at the office or at www.mariaanswimschool.co.za
2. All the fees are payable in advance, even in the event of illness, absence, leave, etc.
3. Please acquaint yourself with the annual registration fee (payable every year or on registration during the year).
4. Swimming fees are payable/calculated per quarter.
5. Please acquaint yourself with the payment cut-off dates on the Fee structure.
6. Registration fees include progress medals and reports twice a year.
7. There is a discount on CASH payments (please find more information about this on the fee structure).
8. All cash payments MUST be made at the office. Please insist on a receipt from the staff member who receives your payment.
9. Envelopes are provided for payments. Please complete the details in full with each payment.
10. Penalty fees will be charged for late payments at a rate of R50 per week.
11. NO FEES ARE REFUNDABLE!!

Initial/Sign: _____

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SWIMMING SCHOOL HOLIDAYS AND PUBLIC HOLIDAYS

1. There will be NO swimming lessons during Mariaan Swim School's holidays and public holidays.
2. Please find the starting and closing dates of Mariaan Swim School on the fee structure.
3. There will be NO catch-up lessons granted for a lesson because of school/public holidays.

GALAS, PROGRESS MEDALS AND REPORTS

1. Friendly galas are held by Mariaan Swim School, unless stated otherwise.
2. Medals are awarded twice a year on progress merit.
3. Progress reports are awarded twice a year with the medals.
4. Please watch out for our notices in this regard. Communication will take place via SMS and/or emails.
5. Please note that progress medals and/or reports can be held back due to arrears on account.

DRESS CODE

1. SWIMMING CAPS ARE COMPULSARY FOR ALL SWIMMERS.
2. Swimming goggles are not compulsory (consult with swimming coach).
3. Swimmers without swimming caps will be given a cap, and the cost thereof will be added to your account.
4. Swimming caps and swimming goggles are for sale at the office.
5. Dress code for girls: Full costume that fits properly and comfortable.
6. Dress code for boys: Preferably a "Speedo" swimming costume (long or short pant).
7. All: A swimming cap and towel.
8. Clearly mark all the swimmer's belongings so we can keep it for hi/her until the next lesson if accidentally left behind.
9. There are changing facilities and a toilet on the premises. Please leave it clean for the next person to use.

LIABILITY

To the extent that the Act does not preclude any exclusion or limitation of liability, we will not be liable to you for any special damages (to the extent that they constitute consequential loss or damage) or for indirect or consequential loss or damage, whether arising from breach of contract or negligence, under any indemnity or while on the premises or being transported by Mariaan Swim School. The parties to this agreement agree that they have negotiated this paragraph and that it represents a fair and equitable position. Please do not sign below until you have read and understood your membership application form, these terms and conditions, the rules and regulations and the fee structure. If there is anything that you do not understand, please ask us for further explanation before you sign below.

I Agree

Parent's / Guardian's Signature

Date