



Where caring comes free.

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### ***Impilo Swimming Terms and Conditions dated 1s January 2022***

#### **1. Registrations**

- 1.1. Register on [www.rapidaqua.co.za](http://www.rapidaqua.co.za) on the online enrolment form and accept the terms and conditions available on enrollment registration.
- 1.2. Complete the Covid 19 Swimmer Agreement Form, Covid 19 Return to swimming Declaration and the Impilo Swimming Swimmer Agreement when required.
- 1.3. Request a Permit from Swim South Africa on the link supplied in the confirmation of Enrollment Registration Email.
- 1.3. Make the payment as specified on the enrolment confirmation email per Swimmer, to book your obligation free lesson as set out in clause 2 and send proof of payment with the above documents to [info@rapidaqua.co.za](mailto:info@rapidaqua.co.za).

#### **2. Obligation free lesson**

This is the lesson in which the swimmer/parent/ guardian can view the venue, meet the coach, and decide if they feel Impilo Swimming is suited to their needs. The Coach/Instructor will use the opportunity to meet the swimmer and assess the swimmers' abilities to them place in a suitable class should the swimmer/parents/ guardians choose to continue lessons with Impilo Swimming.

Once the swimmer chooses to continue with lessons, Invoices will be sent out as per clause 4, and be due before the swimmer's 2<sup>nd</sup> lesson as per clause 5.3.

#### **3. Contract period including how to take a break during the contract period.**

- 3.1. The school is open **from January to December** with specific closures dates available on request and on the website: [www.rapidaqua.co.za](http://www.rapidaqua.co.za)
- 3.2. Terms and conditions are updated when required and then circulated via email, WhatsApp and/or placed on [www.rapidaqua.co.za](http://www.rapidaqua.co.za) for download. It will be accepted by the parent / guardian / swimmer, upon the payment of the following months Coaching / instruction fee.

#### **3.3. Break periods within the standard annual contract (January to December)**

A swimmer is hereby granted the option of taking a **total maximum of two months (60 days) break** over a consecutive 12-month calendar period within the same year. Subject to:

- 3.3.1. **30 days' notice** requested prior to the break.
- 3.3.2. **Applied for via the Google form link** found on [www.rapidaqua.co.za](http://www.rapidaqua.co.za), no verbal, written, email or messaged notice will be accepted. Ensure the email address supplied is the same email address supplied upon enrolment.
- 3.3.3. Written approval/acceptance from Impilo Swimming sent to the email address supplied by the swimmer/parent/guardian on the Google link mentioned in clause 3.3.2.

**3.3.4.** Subject to the paying of the “**Impilo Swimming Temporary Account suspension” fee of R100 per month or part thereof.**

**3.3.5. Reasons** for taking a break will be accepted based on the following:

- 3.3.5.1. School holidays (based on the official terms calendar released by the department of education)
- 3.3.5.2. Winter break
- 3.3.5.3. December Holiday
- 3.3.5.4. Medical reason, subject to doctor note
- 3.3.5.5. Personal reasons such as prolonged sickness, death, or personal loss.

#### **4. Lesson terms and conditions**

To Ensure that each learner receives the best instruction:

- 4.1. All lessons will commence punctually and finish according to the roster provided or the agreed time slots.
- 4.2. All required equipment must be present at all sessions.
- 4.3. Entry and exit time of a maximum of 5 minutes is allowed, no long stay is allowed under level 1 to 4 of the SA Covid 19 disaster management regulations.
- 4.4. All swimmers need to declare on the WhatsApp Group relevant to the day of their lesson, before 12 on the days of their lessons, that they are negative of any Covid 19 Symptoms as stated on the WhatsApp profile, and state if they will be swimming or not swimming.
- 4.5. Failure to declare will result in the swimmer not being able to attend the lesson for the that day with no option of a make-up lesson.
- 4.6. **Parent access is limited** depending on the national state of disaster regulations:
  - 4.6.1. **Level 4 - strictly no parent / spectator** involvement unless prior arrangements are made for children 5 years old or younger.
  - 4.6.2. **Level 1 to 3 - strictly one parent / guardian** allowed per family.
  - 4.6.3. Please view Impilo Swimming Covid 19 Scope of Practice for further information regarding our efforts to curb the spread of Covid 19, same is available upon request in writing to [info@rapidaqua.co.za](mailto:info@rapidaqua.co.za).
  - 4.6.4. Feedback may be given to Impilo Anonymously via this link, <https://forms.gle/CQfSW6eFu7kDeGds6> or by clicking the Feedback button on [www.rapidaqua.co.za](http://www.rapidaqua.co.za).

#### **5. Fee's structure**

- 5.1. Fees Options
  - 5.1.1. 1 x 30-minutes lesson per month
  - 5.1.2. 2 x 30-minute lesson per month
  - 5.1.3. All options subject to annual membership fee
- 5.2. 30 calendar months' notice is required for changing between options.
- 5.3. Monthly coaching/instruction fee together with the first year's membership fee is due **before** the swimmer's 2<sup>nd</sup> lesson and thereafter on or before the 1<sup>st</sup> of the day of the month, or as arranged, on or before the 15<sup>th</sup> of the month.
- 5.4. All equipment purchased must be paid for within **1 working day** of purchase except for special order items, for which, payment is due before we order the items. All product purchased from our store remains the property of Impilo Swimming until paid for in full. Failure to pay within the required time will constitute as fraud and result in a case of fraud being opened with the local police and legal authorities.
- 5.5. **Credits** on accounts will **never be paid back** in cash or via any other form of payment method but held as a school account credit to be applied against future purchases unless paid in error and reported within 24 hours.
  - 5.5.1. **Accidental overpayments** will only be paid back once payment has cleared in Impilo Swimming's bank account and reported to Impilo Swimming in writing within 24 hours after the accidental overpayment.
  - 5.5.2. Impilo Swimming requires a **Letter from the bank** stating the same name and surname as that which appears upon the registration forms submitted on application for enrolment.

## 6. **Make-up lessons / lesson cancelations applied for by the swimmer / parent / guardian**

- 6.1. Reason for swimmer / parent / guardian to request make-up lesson(s).
  - 6.1.1. Sick (doctors note provided).
  - 6.1.2. Expected personal problem (travel issues, school closed for day, parent sick with doctor's note).
  - 6.1.3. Covid 19 contact (10-day isolation).
  - 6.1.4. School activities / appointment i.e., games / matches, plays, parent's interview, etc. (Proof of the note from the educational institution, stating the swimmers name, date, and time of school event)
- 6.2. All make-up lessons must be requested on the Google form link provided on [www.rapidaqua.co.za](http://www.rapidaqua.co.za) or as per <https://forms.gle/GezPA8z6SQx8uFyXA>
- 6.3. All applications for make-up lessons must be applied for the day before the intended missed lesson date.
- 6.4. A maximum of 40% of the total lessons available in a month may be applied for, as make-up lessons.
- 6.5. Make-up lessons will only be booked at a time suitable to both the swimmer and Impilo Swimming.
- 6.6. Make-up lessons will only be approved if the swimmers account is fully **paid up**. If the account is not fully paid up at the time of the make-up lesson application, the application will be denied and cannot be reinstated for any reason even if payment was done after the application date.
- 6.7. **Once a make-up lesson has been booked and accepted by both Impilo Swimming and the swimmer / parent / legal guardian, in writing, it cannot be changed. Should the swimmer not make it to the make-up lesson for any reason, the lesson will be lost.**

## 7. **What Happens when Impilo Swimming cancels a lesson?**

- 7.1. **Natural causes** (make-up lessons offered not counted as part of the 40% limit):

These reasons to cancel are at **the sole discretion of the coach**, based on real feel on pool deck and surrounding areas at the time of the lesson. These missed lessons will be offered back to the swimmer in the form of **make-up lessons** applied for by the swimmer / parent / guardian on the Google form as per clause 6.2.

  - 7.1.1. Bad weather.
  - 7.1.2. Lightening.
  - 7.1.3. Covid 19 deep cleaning.
  - 7.1.4. Unavailability of a coach.
  - 7.1.5. Unsafe conditions either on or off the property.
  - 7.1.6. Unsatisfactory pool conditions.
- 7.2. **Unnatural causes** (school account credits)
  - 7.2.1. Public holidays (will be credited, no need for make-up lessons)
  - 7.2.2. Shut down periods (i.e., Christmas, Easter etc) will be credited, no need for make-up lessons.
  - 7.2.3. National Lockdowns, credits will be applied to accounts, no need for make-up lessons.

## 8. **Deactivation of accounts**

- 8.1. **Impilo Swimming will deactivate swimmers accounts if:**
  - 8.1.1. Accounts are not settled / up to date within the **3 days grace period** starting on the due date as set in clause 5.3. above, therefore the 4<sup>th</sup> or 18<sup>th</sup> day of the month.
  - 8.1.2. Upon **any breach** of the Impilo Swimming Codes of Conduct.
  - 8.1.3. Any **negative** pool side talk/carpark talk (gossip).
  - 8.1.4. Any occurrence of **Malicious damage/injury to the property/items or any person** while on the property.

- 8.1.5. If **attendance** drops to below 60% for two (2) consecutive months (this applies to all missed lessons including where, make-up lessons have been booked and attended). This is intended to help the swimmer in achieve their goals, swimmers need to attend lessons in order to achieve success.
- 8.1.6. The swimmer issues Impilo Swimming with a **30 days' notice** to permanently cancel their **account via the Google link: [www.rapidaqua.co.za](http://www.rapidaqua.co.za)**. or this link. <https://forms.gle/wiU18B4qmBf3CTVU6>

## **8.2. Implications to accounts being deactivated**

- 8.2.1. **All** booked time slots will be lost.
- 8.2.2. **All** outstanding make-up lessons will be forfeited and may not be regained, even if the reason for deactivation is resolved.
- 8.2.3. The **annual membership** will be cancelled.
- 8.2.4. Should the account still not be paid after 30 days, the account will be handed over to **collection agencies**. The account holder will be responsible for all interest and costs incurred by the collection agents.

## **9. Reactivation of account**

- 9.1. **New** time slot would need to be selected based on availability of space in the class and the availability of coach/instructor,
- 9.2. When returning to the program a **10% of the monthly coaching/instruction fee will be charged as a penalty**, which needs to be paid before re-entry.
- 9.3. **All** outstanding fees from before deactivation must be paid in full.
- 9.4. **Membership together with the first month's coaching/instruction fee** needs to be paid in full before new time slots can be booked.
- 9.5. Should the account have been deactivated due to non-payment, a **one-month non-refundable deposit** will be required and will count as the swimmer's 30 days' notice should the swimmer(s) either wish to stop or be deactivated as a result of having defaulted on payment again. This fee is due before the commencement of the new scheduled lessons.

## **10. General Rules and Disclaimers**

- 10.1. Every swimmer / parent / legal guardian further agrees that:
  - 10.1.1. They will take every precaution for the safety and welfare of themselves and any other swimmer whilst on the premises of an Impilo Swimming venue, or during all associated activities.
  - 10.1.2. They will be responsible for their own possessions during lessons.
  - 10.1.3. They hold Impilo Swimming / all associated organisation and persons (instructors / coaches / administrative staff) blameless and indemnifies Impilo Swimming School / all associated organisation and persons of all prejudice, loss, damages, illness or injury that may occur to themselves and/or the swimmer.
  - 10.1.4. This includes an indemnity against the recovery of cost resulting from damage, loss, and/or medical conditions and hospitalization.
- 10.2. The swimmer / parent / guardian understands that they are responsible for minors outside of their official lesson time. This waiver is unconditional and is given in both their personal capacity and as a parent / guardian of the swimmer.
- 10.3. **All signage** on the property is to be obeyed at all times.
- 10.4. **All verbal instructions** issued by staff, volunteers and coaches / instructors are to be obeyed at all times.
- 10.5. **NO PERSON MAY ENTER THE PROPERTY OUTSIDE OF BUSINESS HOURS.**
- 10.6. **NO STAFF, VOLUNTEERS AND COACHES / INSTRUCTORS MAY ENTER THE CHANGE ROOMS WITH A SWIMMER OR AID SWIMMERS IN THEIR CHANGING PROCESS.**

**10.7. NO PERSON MAY ENTER ANY BUILDING ON THE PROPERTY OF AN IMPILO SWIMMING FOR ANY REASON, WITH EXCEPTION OF THE OFFICE BLOCK.**

**11. Termination of agreement**

- 11.1. Notice is to be given to Impilo Swimming, **one calendar month** before discontinuing swimming lessons.
- 11.2. Terminations will only be accepted if applied for via **Impilo Swimming's Google form link** available on [www.rapidaqua.co.za](http://www.rapidaqua.co.za). <https://forms.gle/PJuALY26hRdGJziQ6>
- 11.3. **No** verbal, SMS or WhatsApp cancellations will be accepted. Failure to do so will result in the account holder being held liable for all outstanding fees.

- 12. **Once a single payment has been made, it is accepted that the above terms and conditions of Impilo Swimming School as set out in this document, are wholly accepted, and agreed to by the parent / guardian and / or swimmer, together with the digital acceptance on signing up for lessons.**