

SWIMSTORIES (PTY) LTD TERMS & CONDITIONS

Last updated: November 2025

NOTICE: CLAUSES 3, 7, 8, 9 AND 15 LIMIT OUR LIABILITY, IMPOSE RISK OR OBLIGATIONS ON YOU, OR REQUIRE YOUR EXPRESS ACKNOWLEDGEMENT IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, 2008 (“CPA”).

PLEASE READ THEM CAREFULLY BEFORE ACCEPTANCE.

To enrol your child in any course offered by SwimStories (Pty) Ltd, you must accept these Terms & Conditions.

A. GENERAL TERMS OF USE

1. Definitions

- 1.1. **“SwimStories” / “we” / “us”** means SwimStories (Pty) Ltd, including its directors, instructors, employees, contractors, and authorised representatives.
- 1.2. **“Parent” / “you”** means the person accepting these Terms & Conditions and responsible for payment of course fees.
- 1.3. **“Participant”** means the enrolled child.
- 1.4. **“Website”** means www.swimstories.co.za
- 1.5. **“POPIA”** means the Protection of Personal Information Act 4 of 2013.

B. LESSONS, BOOKINGS & PAYMENTS

2. Enrolment

- 2.1. Enrolment is subject to availability and course suitability.
- 2.2. Enrolment is confirmed only when:
 - 2.2.1. the online enrolment form is completed;
 - 2.2.2. where applicable, the 50% non-refundable deposit is paid within 24 hours of completion of the online enrolment form;
 - 2.2.3. these Terms & Conditions are accepted; and
 - 2.2.4. the indemnity and waiver form is submitted.
- 2.3. SwimStories may refuse enrolment for safety, behavioural, developmental or capacity reasons.
- 2.4. All Participants will undergo an assessment (formal or informal) to determine readiness, emotional preparedness, developmental suitability and swimming ability. SwimStories reserves the right to place each Participant in a course that is most appropriate for their level and safety.

- 2.5. If a Parent enrolls a Participant in an incorrect course, SwimStories may transfer the Participant to the correct course. If this change results in a reduced lesson duration or a lower-priced course, a course adjustment fee equal to 50% of the difference between the two course fees will be charged. This fee is non-refundable and reflects the scheduling disruption and loss of capacity caused by the incorrect enrolment.

3. Fees & Payment Terms

- 3.1. SwimStories Courses ("**SS**") Course: A 50% non-refundable deposit is required within 24 hours of enrolment. The balance of the course fee is payable before the first lesson of the course.
- 3.2. Little Swimmers Weekly ("**LSW**") and Stroke Development ("**SD**") Courses:
 - 3.2.1. Fees are charged per term and are payable in three equal instalments for the full term.
 - 3.2.2. The first instalment is payable upon enrolment and serves as the non-refundable deposit securing the Participant's slot for the term.
- 3.3. A once-off administrative fee is payable as follows:
 - 3.3.1. LSW carries a once-off administrative fee of R1'000.00;
 - 3.3.2. SD carries a once-off administrative fee of R350.00.
 - 3.3.3. If a Participant joins any course after its scheduled commencement for either the SD or LSW courses a R500.00 administrative shall be payable by you.
- 3.4. If any required payment to secure the Participant's enrolment is not received timeously, the enrolment will be deemed incomplete, and the booking will be released without further notice.
- 3.5. Fees are non-refundable under all circumstances, including illness, missed lessons, holidays, travel or conflicting commitments.
- 3.6. All fees charged by SwimStories are fixed, non-negotiable, and no sibling or multi-participant discounts apply. You may not request or demand discounts, reduced rates, or special pricing. Should you withdraw the Participant from any course as a result of such discounts or special pricing not being granted, you will not be entitled to any refund, credit, or fee reduction of any kind. You remain fully liable for all course fees that are due and payable.
- 3.7. SHOULD SWIMSTORIES NEED TO INSTITUTE LEGAL PROCEEDINGS FOR UNPAID FEES, YOU AGREE TO BE LIABLE FOR ATTORNEY-AND-OWN-CLIENT COSTS IN CONNECTION WITH SUCH PROCEEDINGS.
- 3.8. Participants under 4 years old must wear the SwimStories reusable splash nappy, and you will be liable for the cost thereof in the amount of R450.00.

4. Cancellations, Transfers & Make-Up Lessons

4.1. *SwimStories Cancellations:*

- 4.1.1. SwimStories may cancel lessons due to instructor illness, thunder/lightning, pool maintenance or operational issues. Reasonable notice will be given.
- 4.1.2. Make-up lessons for SwimStories-initiated cancellations are only provided in the week immediately following the course completion, and no refunds are offered.

4.2. *SS Courses:*

- 4.2.1. Due to the intensive and highly structure nature of the SS Course, no make-up lessons are offered for lessons missed by the Participant for any reason whatsoever.
- 4.2.2. If a Participant is medically booked off for more than one week, and a valid doctor's note is provided, the child may be transferred to the next available SS Course, Subject to available space. A course transfer fee of R1500 will apply.

4.3. *LSW and SD Courses:*

- 4.3.1. One make-up lesson per term is permitted due to illness with a valid doctor's note. No refunds, credits or additional make-up lessons will be provided for missed lessons, holidays, travel, social events, school commitments, or any other personal reason.

- 4.4. No refunds/credits for withdrawals, holidays, birthdays, family events, school activities, travel or any other personal commitments.

C. COURSE STRUCTURE & ATTENDANCE REQUIREMENTS

5. General Course Outline

- 5.1. Floater, Swim-Float-Swim and SS Courses: Lessons are one-on-one, at the same time each day. Lessons are short, focused sessions of 10- or 20-minutes, depending on the course and the Participant's developmental readiness.
- 5.2. LSW Course: Lessons are one-on-one sessions of 10 or 20 minutes, depending on the Participants' progression and age. Lessons take place at the same time each day.
- 5.3. SD Course: Lessons are one-on-one sessions of 30 minutes in a 25-metre pool. Any Participant who meets the SD course readiness requirements may participate in this course.

6. Progression Pathways

- 6.1. Floater Course (6 months – 3 years): This is the entry point for all Participants under 3 years old. After completing the Floater Course, Participants progress to 10-minute LSW lessons until they are developmentally ready to transition to Swim-Float-Swim.
- 6.2. Swim-Float-Swim Course (2 years and older): This course is for Participants who have completed the Floater Course and are developmentally ready. Participants progress to 20-minute LSW lessons.
- 6.3. SS Course (4 years and older): Upon completion, Participants progress to 20-minute LSW lessons until they are developmentally ready to transition to the SD Course.
- 6.4. Special Considerations: Parents are encouraged to consider starting with the Floater Course for older children who are sensitive, anxious, or who have learning or physical disabilities that may require a gentler introduction.
- 6.5. The above progression pathways are dependent on the age and developmental readiness of Participants and serve as a guideline. SwimStories instructors may, at their professional discretion, adjust a Participant's course placement or lesson duration to ensure safety, emotional readiness, developmental appropriateness and optimal progression.

7. Training & Internal Use of Video Footage

- 7.1. Internal training may involve video footage for instructor development (not for marketing unless consent is given).

D. HEALTH, SAFETY & BEHAVIOUR

8. Health & Medical Conditions

- 8.1. You must disclose all medical, developmental or behavioural conditions in respect of the Participant, including any condition that may affect water safety or lesson participation.
- 8.2. No swimming is allowed if the Participant has experienced any of the following symptoms, in the past 24 hours:
 - 8.2.1. diarrhoea
 - 8.2.2. vomiting
 - 8.2.3. fever
- 8.3. Participants may return to lessons 24 hours after their last fever or final dose of antibiotic, provided they are symptom-free.
- 8.4. No food may be consumed 90 minutes prior (under 3s) and no dairy may be consumed 2 hours prior to lessons.

9. Premises Rules, Behaviour & Parent Conduct

- 9.1. Only one Parent/caregiver per Participant may be on the pool deck during the lesson.
- 9.2. No running, shouting, disruptive play or interference with lessons is permitted.
- 9.3. Siblings must be supervised at all times and remain off the pool deck unless expressly approved by SwimStories.
- 9.4. Parents and Participants must respect the property, garden, plants, décor and all SwimStories facilities.
- 9.5. SwimStories may refuse or terminate lessons if the Participant is unwell, distressed, unsafe or disruptive.
- 9.6. Non-constructive Parent interference, including interrupting the instructor or disrupting the Participant's focus, may result in the Parent being asked to step away for the duration of the lesson. Where necessary for the Participant's progress, safety, emotional regulation or ability to trust the instructor, the instructor may also ask the Parent to step away off the pool deck or out of sight. Parents agree to cooperate with such requests in order to support the Participant's learning and adjustment.

10. Parking & Access

- 10.1. Park considerately and do not block driveways.
- 10.2. Arrive no more than 5 minutes before the Participant's lesson and leave promptly.
- 10.3. No hooting or loud music.

E. LIABILITY, RISK & INDEMNITY (CPA SECTION 49 NOTICE)

11. Acknowledgement of Risk

- 11.1. SWIMMING AND WATER-BASED ACTIVITIES CARRY INHERENT RISKS, INCLUDING SERIOUS INJURY OR DROWNING. YOU VOLUNTARILY ACCEPT AND ASSUME THESE RISKS ON BEHALF OF THE PARTICIPANT.
- 11.2. Participation in lessons cannot guarantee a Participant's safety in or around water, and the risk of drowning remains.

12. Limitation of Liability

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SWIMSTORIES IS NOT LIABLE FOR ANY INJURY, ILLNESS, LOSS, DAMAGE OR DEATH ARISING FROM PARTICIPATION IN LESSONS OR USE OF THE PREMISES, INCLUDING SLIPS, FALLS OR OTHER ACCIDENTS.
- 12.2. This limitation applies regardless of cause, including negligence, except where liability cannot by law be excluded.

13. Indemnity

- 13.1. YOU INDEMNIFY AND HOLD SWIMSTORIES (INCLUDING ITS DIRECTORS, OFFICERS, INSTRUCTORS, CONTRACTORS AND EMPLOYEES) HARMLESS AGAINST ANY CLAIMS ARISING FROM:
 - 13.1.1. the Participant's participation in courses offered by SwimStories;
 - 13.1.2. failure to follow safety instructions;
 - 13.1.3. conduct of siblings, guests or the Parent on the premises.

14. Third-Party Facilities

- 14.1. Where lessons are conducted at a third-party facility, such as the Paarl Aquatic Centre, ("**External Facility**") the Parent acknowledges that the External Facility is an independent third-party facility that is not owned, operated or controlled by SwimStories.
- 14.2. SwimStories has no control over the maintenance, safety, cleanliness, condition or operation of the External Facility premises, equipment, staff, contractors or other users of the External Facility.
- 14.3. To the maximum extent permitted by law, SwimStories is not liable for any injury, illness, loss, damage or death arising from any condition, hazard, incident or conduct occurring at or caused by the External Facility, including but not limited to slippery surfaces, structural defects, faulty equipment, other swimmers, or the conduct of External Facility staff members.
- 14.4. By enrolling a Participant in a course held at an External Facility, the Parent voluntarily assumes all risks associated with the Participant's use of the External Facility.
- 14.5. The Parent indemnifies and holds SwimStories harmless against any claims arising from incidents or hazards at the External Facility that are outside the reasonable controls of SwimStories.

15. Emergency Medical Consent

- 15.1. SwimStories may take all reasonable steps in the Participant's best interest in an emergency.
- 15.2. You accept full responsibility for all medical, emergency and transport costs.

F. POPIA & PERSONAL INFORMATION

16. Collection & Use of Personal Information

- 16.1. SwimStories collects information required for scheduling, safety, billing and administration.
- 16.2. Personal information is used only for operational and legal purposes.
- 16.3. Information is shared only with:
 - 16.3.1. instructors and administrative staff;
 - 16.3.2. emergency medical personnel;
 - 16.3.3. authorised service providers.

17. Rights of the Parent

- 17.1. You may request access to, correction of, or deletion of personal information.
- 17.2. Consent to processing and storage of your personal information may be withdrawn (subject to contractual necessity for continued service).

G. MEDIA, FILMING & PRIVACY

18. Photography & Social Media

- 18.1. There shall be no filming, photography or recording during lessons without prior written approval from SwimStories.
- 18.2. Photos may be taken once the Participant reaches a certain skill level, subject to the SwimStories instructor's approval and in a manner that does not disrupt the lesson or compromise safety.
- 18.3. SwimStories may record lessons for internal training and instructor development purposes only, with the express consent of the Parent.
- 18.4. Sharing, publishing or distributing any videos and photos in which the Participant appears will only be done with the Parent's express consent.

H. TERMINATION OF ENROLMENT

19. Cancellation by Parent

- 19.1. YOU MAY CANCEL THE PARTICIPANT'S PARTICIPATION IN A COURSE AT ANY TIME, BUT NO REFUND OR CREDIT WILL BE PROVIDED, AND THE AMOUNTS PAID WILL BE RETAINED AS A CANCELLATION FEE IN TERMS OF THE CONSUMER PROTECTION ACT 68 OF 2008.

20. Termination by SwimStories

- 20.1. SwimStories may cancel enrolment immediately if safety, behavioural, medical or operational concerns arise.
- 20.2. Refunds are not due where termination results from Parent or Participant misconduct or non-compliance with these Terms & Conditions.

I. WEBSITE USE

21. Intellectual Property

- 21.1. All Website content belongs to SwimStories and may not be reproduced without written consent.

22. Website Availability

- 22.1. We do not guarantee continuous Website access but will take reasonable steps to maintain uptime.

J. GOVERNING LAW

23. Jurisdiction

- 23.1. These Terms and Conditions are governed by South African law.
- 23.2. Any disputes shall be resolved in a South African court of competent jurisdiction.

24. Severability

- 24.1. If any term or condition is held to be void, invalid or unenforceable for any reason, that term will be deemed severable and will not affect the validity or enforceability of the remaining Terms, which shall remain in full force and effect.

END OF TERMS

PRIVACY POLICY

Last updated: November 2025

SwimStories (Pty) Ltd ("**SwimStories**" or "**we**") is committed to protecting your privacy in accordance with the Protection of Personal Information Act 4 of 2013 ("**POPIA**").

1. What Personal Information We Collect

We collect information necessary for enrolment and service delivery, including:

- Names and contact details
- Identity information
- Medical information relevant to swimming
- Emergency contact details
- Payment information
- Website usage data (cookies, browser data, device info)
- Photographs & videos (provided we have received your express consent to utilize these for marketing purposes).

2. How We Use Personal Information

We use your information to:

- process enrolments
- administer lessons
- ensure safety and medical readiness
- communicate with you
- issue invoices and manage accounts
- comply with legal obligations
- improve our services and website
- carry out marketing (with your express consent)

3. Sharing of Information

We may share information with:

- instructors and authorised staff
- emergency medical personnel
- third-party service providers (billing, scheduling, website hosting)
- regulators if required by law

4. Security

We implement reasonable technical and organisational measures to safeguard personal information from loss, misuse, unauthorised access, or disclosure. Should there be a breach of security or a potential breach thereof, we shall immediately inform you and attend to remedying the breach.

5. Retention

We retain information only as long as necessary for operational, legal or safety purposes.

6. Your Rights

Under POPIA, you may:

- request access to your information
- request correction or deletion
- object to processing
- lodge a complaint with the Information Regulator

7. Information Officer

Christine Storie is the Information Officer for SwimStories and may be contacted at swimstories@icloud.com.

8. Cookies

Our website may use cookies to enhance your experience. You may disable cookies in your browser settings.

9. Updates

We may amend this policy from time to time. Updates will be posted on our website.

END OF PRIVACY POLICY