

SwimStories Terms & Conditions and Enrolment Agreement

Version 1.3 – 4 August 2026

CPA NOTICE: CLAUSES 36-38 (Risk, Liability and Indemnity), 29 (Contamination and Cost Recovery), 27 (Health Disclosure), 11 (Collection, Interest and Legal Costs), 12 (Notice Period and Reasonable Cancellation Charge), 44 (Governing Law and Jurisdiction), and 21 - 22 (Cancellation and Termination) LIMIT SWIMSTORIES' LIABILITY, IMPOSE RISK OR OBLIGATIONS ON YOU, OR REQUIRE YOUR EXPRESS ACKNOWLEDGEMENT IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT 68 OF 2008. PLEASE READ THEM CAREFULLY BEFORE ACCEPTING.

To enrol a child in any SwimStories (Pty) Ltd ("SwimStories") programme, the Parent must accept this Terms & Conditions and Enrolment Agreement, and must separately read and accept the SwimStories Indemnity, Risk and Emergency Medical Consent, the SwimStories Privacy and POPIA Consent, the SwimStories Pool Rules, Safety and Parent/Guardian Acknowledgement applicable to the Swimmer's programme and venue, and the SwimStories Payment Agreement, Notice and Parent/Guardian Acknowledgement, together with the current Programme and Payment Schedule (fee sheet) for the applicable programme. Those five documents are kept separate because they are signed for a specific purpose (risk and medical consent, privacy consent, payment and notice terms, and current pricing) and change independently of this Agreement. Everything else SwimStories previously set out across several documents is combined into this single Agreement.

This version reflects SwimStories' confirmed policy decisions and resolves the wording inconsistencies previously found across the Terms & Conditions, Parent Guides, invoice descriptions and Pool and Safety Rules.

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 this Agreement and responsible for payment, who is the primary account holder for the Swimmer.
- 1.3. **"Swimmer"** means the enrolled child.
- 1.4. **"Programme"** means any of: Water Safety & Survival Swimming Courses, Little Swimmers Weekly, Stroke Development, Refresher Courses, and Holiday Booster Swim Sessions.
- 1.5. **"Term"** means the applicable SwimStories teaching term, as published on the current Programme and Payment Schedule, the official invoice, the website, or an official written fee notice.
- 1.6. **"Venue"** means the SwimStories Pool, Picardie Guest Farm, or another venue approved and communicated by SwimStories.
- 1.7. **"Notice Period"** means the 20 Business Days written notice period described in clause 12, applicable only to Little Swimmers Weekly and Stroke Development.
- 1.8. **"Administration Office"** means admin@swimstories.co.za, the only channel through which formal written notices, requests and approvals under this Agreement may validly be given, unless stated otherwise.
- 1.9. **"Business Day"** means any day other than a Saturday, Sunday or South African public holiday.
- 1.10. **"POPIA"** means the Protection of Personal Information Act 4 of 2013. **"CPA"** means the Consumer Protection Act 68 of 2008.
- 1.11. **"Website"** means www.swimstories.co.za.

2. Application of This Agreement

- 2.1. This Agreement, together with the separately signed Indemnity, Risk and Emergency Medical Consent, the Privacy and POPIA Consent, the SwimStories Pool Rules, Safety and Parent/Guardian Acknowledgement, and the SwimStories Payment Agreement, Notice and Parent/Guardian Acknowledgement, together with the current Programme and Payment Schedule, governs the Swimmer's enrolment in full. Parent Guides, the website, invoice descriptions, and informal communication (email, WhatsApp) are explanatory only and do not override this Agreement.
- 2.2. This Agreement is signed once and remains in force for as long as the Swimmer is enrolled, subject to the amendment process in clause 46.
- 2.3. Where this Agreement conflicts with the current Programme and Payment Schedule on a matter of current fees, frequency, duration, venue or instructor, the Schedule governs that specific detail; this Agreement governs everything else.

3. Primary Account Holder

- 3.1. The Parent who accepts this Agreement is the primary account holder and remains fully responsible for payment and compliance, regardless of any private arrangement with another

parent, guardian, family member, sponsor or third party. SwimStories is not a party to, and is not bound by, any such private arrangement.

B. ENROLMENT

4. Enrolment and Assessment

- 4.1. Enrolment is subject to availability and programme suitability. Every Swimmer undergoes an assessment (formal or informal) to determine readiness, emotional preparedness, developmental suitability and swimming ability, and SwimStories may place the Swimmer in the programme most appropriate for the Swimmer's level, needs and safety.
- 4.2. Enrolment is confirmed only once the Parent has: completed the enrolment process; accepted this Agreement, the Indemnity, Risk and Emergency Medical Consent, and the Privacy and POPIA Consent, the SwimStories Pool Rules, Safety and Parent/Guardian Acknowledgement applicable to the Swimmer's programme and venue, and the SwimStories Payment Agreement, Notice and Parent/Guardian Acknowledgement; and made the payment required to secure the Swimmer's place under the current Programme and Payment Schedule.
- 4.3. SwimStories may decline or delay enrolment for safety, behavioural, developmental or capacity reasons.

5. Parent Guide Acknowledgement

- 5.1. [5.1. The Parent confirms having received the current Parent Guide for the Swimmer's programme, having had a reasonable opportunity to read it, and understanding that it is explanatory only and does not override this Agreement.](#)

C. FEES AND PAYMENT

6. Fee Structure

- 6.1. Little Swimmers Weekly and Stroke Development use a fixed Term-fee model. The Term fee reserves the Swimmer's private timetable position, instructor time, staffing, venue capacity, administration and programme planning for the full Term; it is not a per-lesson price and is not recalculated according to the number of lessons falling within a particular month or weekday.
- 6.2. Water Safety & Survival Swimming Courses and Refresher Courses are booked and charged as complete fixed-length courses, not as individual lessons.
- 6.3. This Agreement does not contain rand amounts. Current fees, admin fees, deposits and instalment amounts appear only in the current Programme and Payment Schedule, the official invoice, the website, or an official written fee notice.
- 6.4. The reserved or closing week identified on the current Schedule (for Little Swimmers Weekly and Stroke Development) is not part of the ordinary teaching cycle; it is reserved for SwimStories-cancelled lessons or approved replacement arrangements, and is not a general parent make-up week or used for personal absences or public holidays.

7. Once-Off Administration Fees

- 7.1. A once-off administration fee applies to new Little Swimmers Weekly and Stroke Development swimmers (including mid-term and late entries), and to every new Refresher Course booking. It is not charged again each Term while a Swimmer remains continuously enrolled, but applies again where a Swimmer discontinues and later returns, and applies where a Swimmer progresses from Little Swimmers Weekly into Stroke Development. No standard admin fee

applies to Water Safety & Survival Swimming Courses or Holiday Booster Swim Sessions. Current amounts appear only in the current Programme and Payment Schedule.

- 7.2. Where a one-week Refresher Course is extended directly into a second consecutive week as part of the same booking, the additional lesson fee is payable but not a second admin fee.

8. Mid-Term Enrolment

- 8.1. A Swimmer who joins Little Swimmers Weekly or Stroke Development after the Term has started is charged the proportionate remainder of the fixed Term fee (based on remaining teaching weeks, not the exact number of lessons on the Swimmer's weekday) plus the full once-off administration fee. This applies equally at start-of-term, mid-term, or as a late entry.

9. Payment Terms and Overdue Accounts

- 9.1. Little Swimmers Weekly and Stroke Development fees are payable in three equal monthly instalments according to the official invoice. Payment is due according to the invoice, subject to a three-day grace period.
- 9.2. After the grace period, SwimStories may charge the current late-payment administration fee (amount in the current Schedule or invoice), pause lessons while the account remains overdue, and treat lessons missed during a payment suspension as forfeited. The Parent remains responsible for the outstanding balance and the reserved space.
- 9.3. Continued non-payment may result in collection action or legal recovery under clause 11.

10. Alternative Payment Arrangements

- 10.1. An alternative payment arrangement must be requested and approved in writing before the original due date, remains entirely discretionary, does not reduce the total amount owed, does not alter the Notice Period, and does not waive any of SwimStories' rights unless expressly stated in writing.

11. Collection, Interest and Legal Costs

- 11.1. Should SwimStories institute legal proceedings or take any other legal steps to recover any overdue amounts, the Parent or any person liable for payment shall be liable for all legal costs incurred by SwimStories on the scale as between attorney and client, together with interest on all overdue amounts at the prescribed rate from the date the amount became due until the date of final payment.

D. NOTICE PERIOD, TRANSFERS AND WAITING LIST

12. Notice Period – Little Swimmers Weekly and Stroke Development Only

This Notice Period applies only to Little Swimmers Weekly and Stroke Development. It does NOT apply to Water Safety & Survival Swimming Courses, Refresher Courses or Holiday Booster Swim Sessions.

- 12.1. A Parent who wishes to discontinue Little Swimmers Weekly or Stroke Development lessons must give 20 Business Days' written notice to the Administration Office ("Notice Period"). The Notice Period runs from the exact date SwimStories receives the notice email. Where a Parent gives less than the required Notice Period, the enrolment terminates on the date specified in the notice or, if no date is specified, on the last day of the current Term, and the shortfall in notice is one of the factors taken into account under clause 12.2 in determining a reasonable cancellation charge.
- 12.2. The Parent remains liable for a reasonable cancellation charge in the event of the early termination of this Agreement. Subject to applicable law, the reasonable cancellation charge shall be equal to the fees that would have been payable for the balance of the Term for which

the Swimmer was enrolled, having regard to: the reservation of the Swimmer's place; SwimStories' staffing and operational commitments; the extent (if any) to which the Parent's notice was less than the required Notice Period; and SwimStories' ability to mitigate its loss. Where SwimStories is able to fill the Swimmer's reserved lesson slot for the balance of the Term, SwimStories will reduce the cancellation charge to the extent that its loss has been reasonably mitigated. Cancellation will not affect the Swimmer's ability to re-enrol in the future.

- 12.3. There are no unpaid holds, pauses or temporary suspensions of a slot. Medical, travel, family, pregnancy, relocation or other personal circumstances do not create an automatic hold; SwimStories may approve an exceptional written medical arrangement at its discretion, but this is not guaranteed.
- 12.4. Formal notice is valid only when emailed to admin@swimstories.co.za and must contain the Swimmer's full name, current programme, regular lesson day and time, the signing account holder's full name, and a clear statement that 20 Business Days' notice is being given. WhatsApp, social media, verbal notice, or notice given only to an instructor does not constitute formal notice. SwimStories will acknowledge receipt by email; if no acknowledgement is received within five Business Days, the Parent must follow up, though the original email-receipt date remains the notice date where receipt can be verified.

13. Reductions and Increases in Frequency or Duration

- 13.1. A reduction from twice-weekly to once-weekly lessons, or from a longer to a shorter lesson (which also requires instructor approval), requires 20 Business Days' written notice for the released capacity, calculated as in clause 12. Until the notice ends, or SwimStories fills the capacity earlier, the Parent remains responsible for the original fee. The same applies to a medically motivated reduction, unless SwimStories approves a written exception.
- 13.2. An increase in frequency or duration is subject to availability, requires instructor recommendation for duration changes, must be confirmed in writing, is charged from the confirmed start date, and does not create a second admin fee while continuously enrolled. A Parent-requested time change is subject to availability, not guaranteed, requires written approval, carries no fee, and does not alter the arrangement until confirmed. Parents may not privately swap lesson times.

14. Programme and Course Transfers

- 14.1. A transfer between programmes may take place only after SwimStories has assessed the Swimmer and confirmed the transfer in writing. Where a transfer is requested by the Parent and approved by SwimStories, the Parent shall be liable for the applicable transfer or administration fee (if any), as set out in the current Programme and Payment Schedule. Where SwimStories requires the transfer following an assessment of the Swimmer's abilities, developmental readiness or safety, no transfer or administration fee shall be payable. The Parent shall remain liable for the fees applicable to the new programme from the effective date of the transfer. Where the new programme attracts a higher fee, the Parent shall pay the difference. Where the new programme attracts a lower fee, SwimStories shall credit the fee difference to the Parent's SwimStories account and apply it towards future fees, unless a refund is required by applicable law. The Swimmer must satisfy the eligibility requirements of the new programme.
- 14.2. If a Swimmer enrolls in Stroke Development but does not meet the entry requirements, the Swimmer transfers to the Survival Swim Course | 4+ Years Advanced Course, and may not transfer directly into Little Swimmers Weekly. Where a Swimmer is medically unable to attend a Water Safety & Survival Swimming Course or Refresher Course for more than one week, supported by a doctor's note, SwimStories may, at its discretion and subject to availability, transfer the Swimmer to the next scheduled course of the same type only; calendar

management (clause 17) is used for shorter absences. Where such a transfer is approved, the applicable transfer fee is the amount set out in the current Programme and Payment Schedule.

15. Waiting List Placement

- 15.1. Waiting-list placement is based on programme suitability, readiness, required lesson length, timetable and instructor compatibility, and waiting-list date; it is not strictly first-come, first-served. When a slot is offered, the Parent has 24 hours to accept and complete documents and payment, or the slot may be released. A declined or unanswered offer does not necessarily remove the Swimmer from the list, but priority is not guaranteed.

E. CANCELLATIONS, MISSED LESSONS AND MAKE-UPS

16. Illness Make-Up – Little Swimmers Weekly and Stroke Development

- 16.1. One illness make-up per Swimmer per Term is allowed, counted once per Swimmer and not once per weekly lesson, and only one lesson even where the same illness causes several missed lessons.
- 16.2. To qualify: the absence must be reported in writing to the Administration Office before the scheduled lesson begins, and must be supported by a doctor's note confirming the Swimmer was unfit to attend.
- 16.3. An approved make-up: SwimStories offers one reasonable option within the same Term, subject to available space; it may not be carried over, transferred, converted to credit, or use the reserved week, and is forfeited if the family cannot attend, declines, does not respond, or misses it. All other parent-missed lessons are forfeited.

17. Water Safety & Survival Swimming Course and Refresher Course Absences

- 17.1. Each Water Safety & Survival Swimming Course is a three-week programme, Monday to Thursday, comprising 12 private lessons. A lesson missed by the Swimmer for any reason is forfeited; there is no parent-requested make-up, refund, credit or transfer. The same missed-lesson forfeiture treatment applies to Refresher Courses (which are shorter bookings, typically of one week) and to Holiday Booster Swim Sessions.
- 17.2. Where a public holiday or official closure affects the published course structure, SwimStories will arrange the calendar so the Swimmer receives the complete 12-lesson programme; an approved Friday may be used for a course replacement.

18. Withdrawal from a Course – Water Safety & Survival Swimming Courses, Refresher Courses and Holiday Booster Swim Sessions

- 18.1. Water Safety & Survival Swimming Courses, Refresher Courses and Holiday Booster Swim Sessions are booked in advance as complete, fixed-length courses. The Parent may cancel a booking by written notice to the Administration Office.
- 18.2. SwimStories may require a reasonable deposit in advance to secure the Swimmer's place on a course. On cancellation by the Parent, SwimStories may impose a reasonable cancellation charge.
- 18.3. The reasonable cancellation charge will be determined on the basis of SwimStories' actual loss, having regard to: the nature of the service booked; the length of notice given by the Parent; the reasonable potential for SwimStories, acting diligently, to fill the reserved private lesson slot with an alternative swimmer between receiving the cancellation and the booked lesson time; and the general practice of the industry.
- 18.4. Because each course reserves a fixed private lesson slot that cannot generally be reallocated to another swimmer once the course has started, the reasonable cancellation charge may

equal or approach the balance of the course fee where the Parent withdraws at or after the commencement of the course.

- 18.5. Any deposit paid is applied towards the reasonable cancellation charge and is refunded to the extent it exceeds that charge.
- 18.6. No cancellation charge will be imposed where the Parent is unable to honour the booking because of the death or hospitalisation of the person for whom, or for whose benefit, the booking was made.

19. SwimStories Cancellations and Operational Disruptions

- 19.1. Where SwimStories cancels a lesson, SwimStories may offer up to two reasonable replacement options within the current Term or course (on another day, time, with another instructor, at an approved Venue, or in the reserved week). The Parent must respond within 24 hours unless another reasonable deadline is given; once accepted, the replacement is binding; if the family declines, cannot attend, does not respond, or misses it, the lesson is forfeited with no refund, credit, transfer or carry-over.
- 19.2. If SwimStories cancels a confirmed replacement, SwimStories will offer one further reasonable option. If SwimStories is unable to provide that replacement within the current Term or course, SwimStories will credit the value of the missed lesson against the Parent's next invoice or, where no future fees will be payable, refund the value of the undelivered lesson.
- 19.3. For thunder, lightning, unsafe weather, water quality, chemicals, heating, electricity, equipment failure, maintenance or temporary venue unavailability, SwimStories may delay, pause, shorten, relocate or cancel a lesson (ordinary rain does not automatically cancel a lesson). A lesson shortened for an operational reason is treated as a SwimStories cancellation if less than half the time was completed, or as delivered if half or more was completed.
- 19.4. Where SwimStories permanently closes, discontinues a programme, or is permanently unable to provide the service for reasons not caused by the Parent, SwimStories will first offer a reasonably comparable alternative and five Business Days to respond. If no reasonably comparable alternative is available, or the Parent reasonably declines the alternative offered, SwimStories will refund the pro-rata value of fees paid for the undelivered portion.

20. Late Arrival and Shortened Lessons

- 20.1. Late arrival does not extend a lesson; it ends at the scheduled time. A lesson shortened because of the Swimmer's health, fatigue, emotional state, behaviour, toileting needs, inability to participate safely, or a Parent-requested early departure, is treated as delivered. No extension, make-up, refund or credit applies.

21. Cancellation by Parent

THE PARENT MAY CANCEL A SWIMMER'S ENROLMENT AT ANY TIME BY WRITTEN NOTICE TO THE ADMINISTRATION OFFICE. THE FINANCIAL CONSEQUENCES (INCLUDING THE NOTICE PERIOD FOR LITTLE SWIMMERS WEEKLY AND STROKE DEVELOPMENT, AND THE FORFEITURE RULES FOR WATER SAFETY & SURVIVAL SWIMMING COURSES, REFRESHER COURSES AND HOLIDAY BOOSTER SWIM SESSIONS) ARE SET OUT IN CLAUSES 12, 16, AND 17. FOR WATER SAFETY & SURVIVAL SWIMMING COURSES, REFRESHER COURSES AND HOLIDAY BOOSTER SWIM SESSIONS, THE CONSEQUENCES OF WITHDRAWING FROM A BOOKED COURSE, INCLUDING ANY REASONABLE CANCELLATION CHARGE, ARE SET OUT IN THE WITHDRAWAL FROM A COURSE CLAUSE 18.

22. Termination by SwimStories

- 22.1. SwimStories may pause or stop a lesson, remove a person from a Venue, suspend attendance, or terminate enrolment for: unsafe conduct; abuse, threats or harassment; repeated disruption;

dishonesty; non-payment; property damage; serious health or safeguarding concerns; breach of the venue rules in clauses 30 - 33; or any other material breach of this Agreement.

- 22.2. Except where the breach presents an immediate risk to the safety, health or wellbeing of any person, or involves safeguarding concerns, abuse or violence requiring immediate action, SwimStories will give the Parent at least 20 Business Days' written notice of the breach and require the Parent to remedy the breach within that period. If the Parent fails to remedy the breach within that period, SwimStories may terminate this Agreement with immediate effect.

F. COURSE STRUCTURE, PROGRESSION AND HOLIDAYS

23. General Programme Outline

- 23.1. Water Safety & Survival Swimming Courses, Little Swimmers Weekly and Refresher Courses are one-on-one lessons of 10 or 20 minutes, at the SwimStories Pool, 7 Botha Street, Lemoenkloof, Paarl, 7646. Stroke Development is one-on-one lessons of 15 or 30 minutes, at Picardie Guest Farm, 8 Laborie Street, Courtrai, Paarl, in a 12.5-metre covered pool, Monday to Thursday, 12:00–18:00 (SwimStories does not have access to this pool on Fridays or weekends).
- 23.2. Holiday Booster Swim Sessions are not offered during every school holiday. They are offered only on selected dates during school holidays, as scheduled and confirmed by SwimStories from time to time, and booking details are communicated to Parents when the session is made available.

24. Term-by-Term Enrolment and Re-Enrolment – Little Swimmers Weekly and Stroke Development Only

- 24.1. This clause applies only to Little Swimmers Weekly and Stroke Development. It does NOT apply to Water Safety & Survival Swimming Courses, Refresher Courses or Holiday Booster Swim Sessions, which are booked as complete fixed-length courses (see clause 6.2, clause 17 and clause 23.2).
- 24.2. Little Swimmers Weekly and Stroke Development operate on a term-by-term basis and are aligned with the applicable school term. Each enrolment is valid only for the relevant Term for which the Swimmer is enrolled.
- 24.3. SwimStories will, where reasonably practicable, invite Parents to confirm whether they wish to re-enrol for the following Term approximately 10 (ten) Business Days before the final scheduled lesson of the current Term. To reserve the Swimmer's place for the following Term, the Parent must confirm re-enrolment no later than 5 (five) Business Days before the commencement of the new Term.
- 24.4. If re-enrolment is not confirmed by that date, SwimStories may release the Swimmer's reserved lesson slot to another participant without further notice.
- 24.5. Where a Parent confirms re-enrolment, a new term enrolment shall arise on the same Terms and Conditions then in force, subject to any revised fees or other changes communicated by SwimStories prior to the commencement of the new Term.

25. Progression Pathways, Entry and Return Requirements

- 25.1. Little Swimmers Weekly entry requires completion of the relevant Water Safety & Survival Swimming Course, instructor approval, programme suitability, availability, acceptance of the current Schedule, and payment of fees. Course completion does not guarantee immediate placement; the instructor may recommend an extension, a Refresher Course, repeating a course, an alternative pathway, or a waiting period.
- 25.2. A returning Little Swimmers Weekly swimmer (after a break, or having stopped and later returning) must reapply, complete a minimum one-week Refresher Course, obtain instructor

approval, and pay the applicable Refresher Course fee, Refresher admin fee, and Little Swimmers Weekly admin fee; the previous slot is not guaranteed.

- 25.3. A new or returning Stroke Development swimmer must be at least four years old, swim at least five metres independently, demonstrate appropriate breathing ability and water control, follow age-appropriate instructions, and be emotionally and developmentally ready for structured one-on-one lessons. A returning swimmer does not require a separate formal re-entry assessment where entry requirements remain valid, but re-enrolment is subject to availability, current fees and the returning-swimmer admin fee.

26. Public Holidays and School Holidays

- 26.1. No lessons take place on South African public holidays, official Western Cape school holidays, recognised special-school holidays, or official SwimStories non-teaching days. For Little Swimmers Weekly and Stroke Development these are scheduled non-teaching days within the Term-fee structure and do not qualify for make-ups, refunds, credits or adjustments. This clause does not apply to Holiday Booster Swim Sessions, which SwimStories may schedule and confirm on selected dates during school holidays as a separate, optional booking (see clause 23.2).

G. HEALTH, SAFETY AND BEHAVIOUR

27. Health and Medical Disclosure

- 27.1. THE PARENT MUST GIVE SWIMSTORIES COMPLETE AND ACCURATE INFORMATION CONCERNING THE SWIMMER'S HEALTH, MEDICATION, MEDICAL CONDITIONS, DEVELOPMENTAL STAGE, EMOTIONAL AND BEHAVIOURAL CONSIDERATIONS, INJURIES AND ALLERGIES, INCLUDING DAILY BUDS (BOWEL, URINE, DIET, SLEEP) INFORMATION WHERE APPLICABLE. WHERE RELEVANT INFORMATION HAS BEEN WITHHELD OR INACCURATELY PROVIDED, SWIMSTORIES MAY REFUSE OR STOP A LESSON, WHICH IS THEN TREATED AS FORFEITED.**

- 27.2. No person may enter the pool while experiencing vomiting, diarrhoea, fever, a contagious illness, an uncovered infection or another condition affecting hygiene or safe participation. Vomiting/diarrhoea requires 48 hours clear; fever requires 24 hours clear without fever-reducing medicine. No food in the hour before a lesson. For Water Safety & Survival Swimming Course and Refresher Course participants, and for Little Swimmers Weekly swimmers under three years old, no milk, formula or dairy in the two hours before a lesson.

28. Splash Nappy Policy

- 28.1. This policy applies to Water Safety & Survival Swimming Courses, Refresher Courses and Little Swimmers Weekly (not Stroke Development). All children under four years old, regardless of toilet-training status, and older children who still wear nappies, must wear the properly fitting SwimStories reusable Splash Nappy (current price in the fee schedule). A child arriving without one may not enter the water; the lesson is forfeited with no make-up, refund, credit or transfer.

29. Contamination and Cost Recovery

- 29.1. Faecal contamination, vomiting, blood, toileting incidents or other bodily-fluid contamination (whether in the pool, bathroom, changing area, waiting area or any other authorised area) must be reported to SwimStories immediately. Where such contamination results from the Parent's or Swimmer's breach of this Agreement, including a failure to comply with SwimStories' health and hygiene requirements, the failure to use a required Splash Nappy, the withholding of material health information, or the Parent's negligent or intentional conduct, the Parent shall be liable for SwimStories' reasonable, necessary and directly incurred costs of emergency pool

treatment, specialist cleaning, facility charges or other remedial measures, limited to the actual documented costs reasonably incurred.

30. Premises Rules, Behaviour and Parent Conduct

- 30.1. Parents and caregivers wait off the pool deck during the lesson and may be invited onto the pool deck by the instructor, including for the hand-over of a new or younger Swimmer. No running, shouting, disruptive play or interference with lessons. Siblings must be supervised and remain in the designated waiting area off the pool deck unless approved. Parents and swimmers must respect the property, garden, plants, décor and facilities.
- 30.2. SwimStories may refuse or terminate a lesson if the Swimmer is unwell, distressed, unsafe or disruptive. Non-constructive Parent interference, including interrupting the instructor, may result in the Parent being asked to step away for the lesson, including off the pool deck or out of sight where necessary for the Swimmer's progress, safety or emotional regulation. Parents agree to cooperate with such requests.

31. Parking and Access

- 31.1. Park considerately, do not block driveways, arrive no more than five minutes before the lesson, and leave promptly afterward. No hooting or loud music.

H. VENUE AND PROPERTY RULES

32. SwimStories Pool: 7 Botha Street, Lemoenkloof, Paarl, 7646

- 32.1. Children may enter the pool area only when invited by the instructor. No child may enter or remain near the pool without direct adult supervision. The pool cover forms part of the temperature-management and safety procedures and must be handled carefully; it may only be removed by an authorised adult. Pool chemicals may only be handled by an authorised, trained person; a visible warning notice will be displayed whenever chemicals have been added or the pool is temporarily unsafe, and a notice reading "POOL CLOSED, DO NOT ENTER" must be obeyed without exception.

33. Picardie Guest Farm: 8 Laborie Street, Courtrai, Paarl

- 33.1. Picardie Guest Farm is privately owned, shared property that also hosts guests, conferences and private bookings unrelated to SwimStories. A SwimStories booking gives access only to the designated parking, entrance, waiting area, changing/bathroom facilities and pool area used for SwimStories lessons, and not to accommodation, private bathrooms, guest areas, entertainment facilities, gardens, food services, offices or other private spaces. Families must remain in designated areas, respect the owners, staff and guests, protect their privacy, follow signage, drive slowly, use designated parking, avoid blocking emergency routes, and supervise children near vehicles.
- 33.2. Vehicles and personal belongings are brought onto Picardie Guest Farm at the owner's risk. Neither SwimStories nor Picardie Guest Farm shall be liable for any loss of or damage to such property unless such loss or damage is caused by the negligent or intentional wrongful act or omission of SwimStories or Picardie Guest Farm, or where liability cannot lawfully be excluded or limited.

34. Stroke Development Drop-Off Arrangement

- 34.1. SwimStories may, in its sole discretion, approve an unattended drop-off arrangement for a Swimmer enrolled in the Stroke Development programme, having regard to the Swimmer's age, maturity, independence, behaviour, ability to follow venue rules, ability to manage personal belongings and ability to wait safely. No minimum age applies. The Parent must remain contactable at all times during the lesson and collect the Swimmer promptly after the lesson. SwimStories' responsibility for supervising the Swimmer during the lesson begins when the instructor personally receives the Swimmer at the designated lesson area and ends when the

lesson concludes and the Swimmer is released from the instructor's supervision. SwimStories does not provide supervision for Swimmers who arrive before the agreed lesson time, remain elsewhere on the property before or after the lesson, or are collected after the lesson has ended, and the Parent remains responsible for the Swimmer during those periods. Repeated or unreasonable late collection may result in the withdrawal of the drop-off arrangement. This arrangement is available only for the Stroke Development programme. Parents or guardians of Swimmers enrolled in all other programmes must remain at the venue and remain responsible for their Swimmer except while the Swimmer is under the instructor's supervision during the lesson.

35. Collection and Responsibility

- 35.1. A parent or authorised responsible adult must bring and collect each child promptly. A Swimmer may not be collected by any person other than the Parent or an authorised responsible adult. Where reasonably practicable, the Parent must notify SwimStories in writing before the lesson if another responsible adult will collect the Swimmer. If SwimStories has not been notified in advance, or if there is any uncertainty regarding a person's authority to collect a Swimmer, SwimStories may refuse to release the Swimmer until it is reasonably satisfied that the person has the Parent's authority. SwimStories is not responsible for the loss of, damage to or theft of personal belongings left unattended or brought onto the premises, unless such loss or damage is caused by the negligent or intentional wrongful conduct of SwimStories or where liability cannot lawfully be excluded.

I. LIABILITY, RISK AND INDEMNITY (CPA SECTION 49 NOTICE)

36. Acknowledgement of Risk

- 36.1. **SWIMMING AND WATER-BASED ACTIVITIES CARRY INHERENT RISKS, INCLUDING SERIOUS INJURY OR DROWNING. PARTICIPATION IN LESSONS CANNOT GUARANTEE THE SWIMMER'S SAFETY IN OR AROUND WATER, AND DOES NOT REPLACE ACTIVE ADULT SUPERVISION AT ALL OTHER TIMES.**

37. Limitation of Liability

- 37.1. The Parent acknowledges that participation in swimming lessons involves inherent risks, including the risk of slips, falls, accidental injury and other incidents that cannot be entirely eliminated despite reasonable care and supervision. Subject to applicable law, SwimStories shall not be liable for injury, illness, loss or damage arising solely from those inherent risks. Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited, including liability arising from SwimStories' negligent or intentional wrongful conduct where such liability may not lawfully be excluded.

38. Indemnity, Risk and Emergency Medical Consent (Separate Document)

The full risk acknowledgement, indemnity and emergency medical consent are set out in the separate SwimStories Indemnity, Risk and Emergency Medical Consent, which the Parent must read and accept separately before the Swimmer's first lesson. A Swimmer may not commence lessons until this has been accepted.

J. POPIA AND PERSONAL INFORMATION

39. Collection and Use of Personal Information

- 39.1. SwimStories collects and processes personal information (including the Swimmer's health information) in accordance with POPIA. The full SwimStories Privacy and POPIA Consent sets

out what is collected, why, retention periods, sharing with Picardie Guest Farm, CCTV, and the Parent's rights, and must be read and accepted separately together with this Agreement.

K. MEDIA, FILMING AND PRIVACY

40. Photography and Recording Rules

- 40.1. No filming, photography or recording during lessons without prior instructor approval. A parent may photograph or record only their own child, and only in a way that does not distract the swimmer, interrupt the lesson, delay the timetable, or create a safeguarding concern, and may not include another person without consent.
- 40.2. If SwimStories wishes to capture an identifiable photograph or video of the Swimmer for progress review, safeguarding or instructor-training purposes, SwimStories will first obtain the Parent's permission. Such permission is separate from the optional marketing consent described in clause 41.

41. Marketing Consent (Optional)

- 41.1. A separate, optional tick-box below allows the Parent to consent to SwimStories using photographs or video of the Swimmer for marketing and promotional purposes (including its website, social media platforms and promotional material). Refusal to give consent will not affect the Swimmer's enrolment or participation. The Parent may withdraw this consent at any time in writing. SwimStories will stop using the Swimmer's image for new marketing purposes and will, as soon as reasonably practicable, remove it from marketing material under its direct control. Withdrawal of consent does not affect the lawfulness of any use or publication that occurred before the withdrawal took effect. SwimStories is not required to recall printed material lawfully distributed before the withdrawal or to remove content that has been copied, shared or republished by third parties beyond its reasonable control.

L. COMPLAINTS

42. Complaints Procedure

- 42.1. Parents are encouraged to submit any concerns about an instructor or SwimStories' service privately and in writing to SwimStories administration or management, and may not be raised in a way that disrupts another child's lesson. SwimStories will acknowledge a complaint within five Business Days, investigate reasonably, and provide a response within 10 Business Days where possible. A dissatisfied Parent may request a final management review within 10 Business Days of the response.
- 42.2. This internal process does not limit any right the Parent has under the CPA or any other applicable law. Nothing in this Agreement prevents a Parent from making fair and honest

public statements or reviews, reporting concerns to a regulatory body or competent authority, or exercising any legal right.

M. WEBSITE USE

43. Intellectual Property and Website Availability

- 43.1. All website content belongs to SwimStories and may not be reproduced without written consent. SwimStories does not guarantee continuous website availability but will take reasonable steps to maintain it.

N. GOVERNING LAW

44. Jurisdiction

- 44.1. This Agreement is governed by the law of the Republic of South Africa. The Parent consents, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrates' Court in respect of any proceedings arising from or relating to this Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed that court's ordinary jurisdiction, provided that such court otherwise has jurisdiction. This does not prejudice SwimStories' right to institute proceedings in any other court of competent jurisdiction.

45. Severability

- 45.1. If any provision of this Agreement is void, invalid or unenforceable, that provision is severable and does not affect the validity of the remainder.

46. Amendment and Version Control

- 46.1. SwimStories may amend this Agreement from time to time. No amendment takes effect until it has been reduced to writing with a new version number and effective date, the Parent has been given at least 14 days' written notice, and the Parent has electronically accepted the amended version or continued to enrol the Swimmer after that notice period has elapsed.

O. ELECTRONIC ACCEPTANCE

47. Electronic Acceptance

- 47.1. The Parent may accept this Agreement, the Indemnity, Risk and Emergency Medical Consent, and the Privacy and POPIA Consent, the SwimStories Pool Rules, Safety and Parent/Guardian Acknowledgement, and the SwimStories Payment Agreement, Notice and Parent/Guardian Acknowledgement, electronically, by checkbox, click-to-accept, or other electronic means made available by SwimStories. SwimStories will retain a record of the Parent's identity, the Parent's acceptance, the date and time of acceptance, and the version of the documents accepted, and will make a copy available to the Parent on request. To the extent permitted by the Electronic Communications and Transactions Act 25 of 2002, such electronic acceptance constitutes the Parent's signature and has the same legal effect as a handwritten signature.

END OF TERMS & CONDITIONS AND ENROLMENT AGREEMENT

ACCEPTANCE AND ELECTRONIC CONSENT

BY TICKING THE BOXES BELOW, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THIS TERMS & CONDITIONS AND ENROLMENT AGREEMENT.

☐ I confirm that I am the parent or legal guardian of the Swimmer and have full legal capacity to accept this Agreement on the Swimmer's behalf.

☐ I have read and accept this Terms & Conditions and Enrolment Agreement, including the clauses highlighted under the CPA notice at the start of this document.

☐ I confirm my child is physically able to participate in swimming activities and I will immediately withdraw my child from a lesson should they appear unwell, distressed or unable to participate safely.

INDEMNITY & WAIVER CONFIRMATION

☐ I confirm that I have separately read and accepted the SwimStories Indemnity, Risk and Emergency Medical Consent. I understand my child may not commence lessons until this has been accepted.

DIGITAL POPIA CONSENT

☐ I confirm that I have separately read and accepted the SwimStories Privacy and POPIA Consent, and I consent to SwimStories collecting, storing and processing my and my child's personal information, including health information, as set out in that document.

☐ I confirm that I have separately read and accepted the applicable SwimStories Pool Rules, Safety and Parent/Guardian Acknowledgement for my child's programme and venue.

PAYMENT AGREEMENT ACKNOWLEDGEMENT

☐ I confirm that I have separately read and accepted the SwimStories Payment Agreement, Notice and Parent/Guardian Acknowledgement for my child's programme.

FEE SCHEDULE CONFIRMATION

☐ I confirm that I have received and read the current Programme and Payment Schedule (fee sheet) for my child's programme, and I accept the fees, deposit and instalment terms set out in it.

DIGITAL MEDIA / PHOTOGRAPHY CONSENT (OPTIONAL)

☐ I consent to SwimStories capturing and using photographs/video of my child for marketing purposes (website, social media, promotional material).

☐ I do not consent to marketing use of my child's image. I understand this has no effect on my child's enrolment.

ACCEPTANCE

This Agreement is accepted online. Your name, your child's name, programme and the date and time of acceptance are captured automatically from your SwimStories registration record and do not need to be re-entered here.

☐ I confirm that the details in my registration record are correct and that I accept this Terms & Conditions and Enrolment Agreement electronically, as recorded in that registration.