

1x per week WATERBABIES CONTRACT

I, the undersigned (print in full) \_\_\_\_\_ Cell: \_\_\_\_\_

ID No. \_\_\_\_\_ of P.O. Box \_\_\_\_\_ Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Residential address \_\_\_\_\_ Fax no: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mom's name: \_\_\_\_\_ Cell: \_\_\_\_\_

Tel: (H) \_\_\_\_\_ (W) \_\_\_\_\_ Dad's name: \_\_\_\_\_ Cell: \_\_\_\_\_

Employed by \_\_\_\_\_ of address: \_\_\_\_\_

hereby agree to attend swimming lessons (30 min) **once a week** with my son / daughter / grandchild (please encircle):

NAME: \_\_\_\_\_ Date of birth: \_\_\_\_\_ School/Daycare: \_\_\_\_\_

for a period commencing 29 / 08 / 2020 and ending on 13 / 12 / 2020 = 3 months x 4 lessons pm = 12 lessons in total. I have taken note that some provincial school holiday weeks in March/April (1 week) & September/October (1 week) are excluded. I agree to submit a copy of my ID with this application and contact detail of next of kin not residing with me.

PAYMENT CHOICE:

1.1 DEBIT ORDER AUTHORIZATION: Regardless of attendance, I hereby authorize Swim Studio CC (user no. 9617 of StratCol Debit Order System) to withdraw 6 monthly installments of R 394 on the (plz encircle choice:) 1st / 15th / 25th / 26th of every month, from my \_\_\_\_\_ (cheque / savings) Account no. \_\_\_\_\_ held at \_\_\_\_\_ Bank. The starting date and terms and conditions will be as stipulated on an additional agreement to follow this. The reference that will appear on my account is: "SwimStudio". I further agree that R100 be added in any following month for every installment that was unpaid.

OR 1.2 Regardless of attendance, R 740 will be paid MONTHLY IN ADVANCE by means of internet transfers / or CASH (please encircle choice), as well as R20 extra per cash deposit, all before the 7th of each of the 3 months. I further agree to pay all resultant cash handling fees as charged by FNB. Signature: \_\_\_\_\_

OR 1.3 Regardless of attendance, I agree to bring the total amount of R 1884 in CASH (9% DISCOUNT) to the Swim Studio and agree that if this is not paid before the course commences, the fees will revert to the normal price of R2076. Signature: \_\_\_\_\_

OR 1.4 Regardless of attendance, I agree to pay the total amount of R 2076 once-off in advance, by CARD or INTERNET TRANSFER. Signature: \_\_\_\_\_

2. In order to start with the proper attire of swim nappi, costume, cap & ear drops (please encircle your choices), I agree for six monthly installments of R85 or / three monthly payments of R170 or / a total once-off amount of R 510 or R....., to be added to my respective choice of payment above. \* YES / NO Signature: \_\_\_\_\_

3. All arrear payments will incur interest at a rate of 2 (two) percent per month and all discounts will be forfeited on late payments.

4. I understand that the Swim Studio does not issue monthly statements, only my personal payment history in April and November every year.

5. In the event of cancellation/termination of this agreement by myself before commencement, I agree to a fee equivalent to one month (4 lessons) at the normal rate, revoking all discount. In accordance with the provisions of the Consumer Protection Act 68 of 2008 and its Regulations, which requires 20 business days' notice and cancellation fee, this contract cannot be cancelled after commencing because the duration of the course is only three months and all info were provided on the first lesson.

6. I accept that the Swim studio CC is under no obligation to contact me if my child or I am absent from the swimming classes.

7. Lessons missed, may be caught up by booking for another existing Baby Class, but only during this contract period and as a favour to the babies only. Absentees not communicated at least a day before scheduled lessons, will forfeit that lesson and not qualify for a catch-up.

8. I acknowledge that the Swim Studio CC (no 2010/114160/23) and/or members Doretta Camille & Kayla-Camille Honiball (and their family, friends and employees) cannot be held liable for any direct, indirect and consequential injury, damage and/or loss of any nature arising out of the reckless and/or negligent actions of parents and/or swimmers disobeying instructions given by Swim Studio personnel.

9. I hereby agree that in the event of legal action being instituted against me, or any other form of debt collecting, I undertake to pay costs on the Attorney/Client scale and/or debt collector's fee.

10. I hereby choose the abovementioned address as my domicilium citandi executandi address for the delivery of any notices or processes in terms of or arising out of this document.

11. I agree to register myself and my child with SwimSA at no cost and to abide by all other Covid-19 Safety Regulations.

12. I agree to the Swim Studio's general Code of Conduct as found on the website (www.swimstudio.co.za) and the specific Rules for Babies which were given to me before my baby's very first course.

DATED at NEWCASTLE on this \_\_ day of \_\_\_\_\_ 20....

Applicant / PARENT / Guardian's SIGNATURE

WITNESS 1

WITNESS 2

DATED at NEWCASTLE on this \_\_ day of \_\_\_\_\_ 20....

Accepted on behalf of SWIM STUDIO CC

WITNESS 1

WITNESS 2

2x per week WATERBABIES CONTRACT

I, the undersigned (print in full) \_\_\_\_\_ Cell: \_\_\_\_\_

ID No. \_\_\_\_\_ of P.O. Box \_\_\_\_\_ Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Residential address \_\_\_\_\_ Fax no: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mom's name: \_\_\_\_\_ Cell: \_\_\_\_\_

Tel: (H) \_\_\_\_\_ (W) \_\_\_\_\_ Dad's name: \_\_\_\_\_ Cell: \_\_\_\_\_

Employed by \_\_\_\_\_ of address: \_\_\_\_\_

hereby agree to attend swimming lessons (30 min) twice a week with my son / daughter / grandchild (please encircle):

NAME: \_\_\_\_\_ Date of birth: \_\_\_\_\_ School/Daycare: \_\_\_\_\_

for a period commencing 29 / 08 / 2020 and ending on 13 / 12 / 2020 = 3 months x 8 lessons pm = 24 lessons in total. I have taken note that some provincial school holiday weeks in March/April (1 week) & September/October (1 week) are excluded. I agree to submit a copy of my ID with this application and contact detail of next of kin not residing with me.

PAYMENT CHOICE:

1.1 DEBIT ORDER AUTHORIZATION: Regardless of attendance, I hereby authorize Swim Studio CC (user no. 9617 of StratCol Debit Order System) to withdraw 6 monthly installments of R 788 on the (plz encircle choice:) 1st / 15th / 25th / 26th of every month, from my \_\_\_\_\_ (cheque / savings) Account no. \_\_\_\_\_ held at \_\_\_\_\_ Bank. The starting date and terms and conditions will be as stipulated on an agreement to follow this. The reference that will appear on my account is: "SwimStudio". I further agree that R100 be added in any following month for every installment that was unpaid. Signature: \_\_\_\_\_

OR 1.2 Regardless of attendance, R 1480 will be paid MONTHLY IN ADVANCE by means of internet transfers / or CASH (please encircle choice), as well as R20 extra per cash deposit, all before the 7th of each of the 3 months. I further agree to pay all resultant cash handling fees as charged by FNB. Signature: \_\_\_\_\_

OR 1.3 Regardless of attendance, I agree to bring the total amount of R 3768 in CASH (9% DISCOUNT) to the Swim Studio and agree that if this is not paid before the course commences, the fees will revert to the normal price of R4152. Signature: \_\_\_\_\_

OR 1.4 Regardless of attendance, I agree to pay the total amount of R 4152 once-off, in advance, by CARD or INTERNET TRANSFER. Signature: \_\_\_\_\_

2. In order to start with the proper attire of swim nappi, costume, cap & ear drops (please encircle your choices), I agree for six monthly installments of R85 or / three monthly payments of R170 or / a total once-off amount of R 510 or R....., to be added to my respective choice of payment above. \* YES / NO Signature: \_\_\_\_\_

3. All arrear payments will incur interest at a rate of 2 (two) percent per month and all discounts will be forfeited on late payments.

4. I understand that the Swim Studio does not issue monthly statements, only my personal payment history in April and November every year.

5. In the event of cancellation/termination of this agreement by myself before commencement, I agree to a fee equivalent to one month (8 lessons) at the normal rate, revoking all discount. In accordance with the provisions of the Consumer Protection Act 68 of 2008 and its Regulations, which requires 20 business days' notice and a cancellation fee, this contract cannot be cancelled as the duration of the course is only three months and all info were provided on the first lesson already.

6. I accept that the Swim studio CC is under no obligation to contact me if my child or I am absent from the swimming classes.

7. Lessons missed, may be caught up by booking for another existing Baby Class, but only during this contract period and as a favour to the babies only. Absentees not communicated at least a day before scheduled lessons, will forfeit that lesson and not qualify for a catch-up.

8. I acknowledge that the Swim Studio CC (no 2010/114160/23) and/or members Doretta Camille & Kayla-Camille Honiball (and their family, friends and employees) cannot be held liable for any direct, indirect and consequential injury, damage and/or loss of any nature arising out of the reckless and/or negligent actions of parents and/or swimmers disobeying instructions given by Swim Studio personnel.

9. I hereby agree that in the event of legal action being instituted against me, or any other form of debt collecting, I undertake to pay costs on the Attorney/Client scale and/or debt collector's fee.

10. I hereby choose the abovementioned address as my domicilium citandi executandi address for the delivery of any notices or processes in terms of or arising out of this document.

11. I agree to register myself and my child with SwimSA at no cost and to abide by all other Covid-19 Safety Regulations.

12. I agree to the Swim Studio's general Code of Conduct as found on the website (www.swimstudio.co.za) and the specific Rules for Babies which were given to me before my baby's very first course.

DATED at NEWCASTLE on this \_\_ day of \_\_\_\_\_ 20....

Applicant / PARENT / Guardian's SIGNATURE

WITNESS 1

WITNESS 2

DATED at NEWCASTLE on this \_\_ day of \_\_\_\_\_ 20....

Accepted on behalf of SWIM STUDIO CC

WITNESS 1

WITNESS 2