

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: _____

I hereby contract with SWIM STUDIO CC to provide swimming lessons of 30 minutes once a week or 60 minutes every 2nd Sat to my (please encircle): son / daughter / grandchild / myself: Name & Surname: _____ Date of birth: DD / MM / YYYY School: _____ Grade: _____

I understand that there will be a maximum of 9.5 months (of 4 weeks each) swimming per annum, as there is no swimming for 8 weeks in June & July, also not on Monday to Friday of the provincial school holiday weeks in March/April & Sep/Oct and also not for 4 weeks in December and January.

TERMS AND CONDITIONS: I agree to submit a copy of my ID with this application and contact detail of next of kin not residing with me. I understand that this contract, that starts from, runs for a minimum period of 12 months and thereafter in 12-month cycles. Should I wish to cancel this contract after any 12-month cycle – at no extra cost – I agree to give a written notice of cancellation to Swim Studio CC, at least 30 days prior to the automatic annual renewal. I will obtain a receipt from Swim Studio as proof of cancellation given.

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 maximum 12 monthly installments of R 409 (9% discount included) 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 bank statement is: "SwimStudio". I also agree that R100 be added in any following month for every installment that was unpaid.

OR Signature:

1.2 Regardless of attendance, I choose to pay R 564 MONTHLY IN ADVANCE before the 7th of each of the 9.5 months by means of manual internet or bank transfers or CASH. In case of cash deposits, I will be held liable for all resultant cash handling fees charged by the bank.

OR Signature:

1.3 Regardless of attendance, I choose to pay the TOTAL annual amount: R 4902 once-off (* YES) /or divided into two payments of R 2451 (* YES) in advance, (9% discount included), by means of manual internet or bank transfers or CASH. I agree to be held liable for all resultant cash handling fees charged by the bank. NO CARD payments will be accepted for this option.

OR Signature:

1.4 Regardless of attendance, I choose to pay the TOTAL annual amount: R 5358 once-off (* YES) /or divided into two payments of R 2679 (* YES) in advance, by means of CARD payment(s) at the Swim Studio.

Signature:

SWIM STUDIO CC current Acc no 62004384012 at FNB 270324 - Please use the swimmer's name and surname as reference.

2. In order to start with the proper attire of costume, cap, towel & backpack, I agree for a maximum of 12 monthly installments of R68, or 9 installments of R91, or a total once-off amount of R..... per person to be added to my respective choice of payment above (no 1.1/2/3/4). (This is compulsory for new swimmers who do not have proper school swimming attire to use). * YES / NO Signature:

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

4. I agree to an 8 (eight) percent escalation of my chosen payment above (no 1.1 / 1.2 / 1.3 / 1.4) on 1 January annually, especially also if this contract started on any date later than January. I agree that all arrear payments will incur Interest at a rate of 2 (two) percent per month and that all discounts, if applicable, will be forfeited on late payments.

Signature:

5. In the event of cancellation/termination of this agreement by myself before the latest 12-month cycle is completed, I am required to give 20 business days written notice and obtain a receipt from Swim Studio for the cancellation given. The swimmer will then forfeit all lessons after the notice period AND a cancellation fee equivalent to the actual amount covering ONE month of swimming – excluding all discount – will become payable, in accordance with the provisions of the Consumer Protection Act 68 of 2008 and its Regulations. All discounts, if applicable, will be revoked for the entire current contract year and all its fees recalculated at the standard fee.

6. Lessons missed, whether in sickness or in health, or due to thunder/lightning or extreme weather conditions, cannot be caught up.

7. 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.

8. 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.

9. 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.

10. I agree to register with SwimSA at no cost and to abide by all other Covid-19 Safety Regulations and the Swim Studio's general Code of Conduct as found on the website (www.swimstudio.co.za) or which is available on request.

DATED at NEWCASTLE on this __ day of _____ 2020

Applicant / PARENT / Guardian's SIGNATURE

WITNESS 1

WITNESS 2

DATED at NEWCASTLE on this __ day of _____ 2020

Accepted on behalf of SWIM STUDIO CC

WITNESS 1

WITNESS 2

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: _____

I hereby contract with SWIM STUDIO CC to provide swimming lessons of 30 minutes twice a week or 60 minutes every Sat to my (please encircle): son / daughter / grandchild / myself: Name & Surname: _____ Date of birth: DD / MM / YYYY School: _____ Grade: _____

I understand that there will be a maximum of 9.5 months (of 4 weeks each) swimming per annum, as there is no swimming for 8 weeks in June & July, also not on Monday to Friday of the provincial school holiday weeks in March/April & Sep/Oct and also not for 4 weeks in December and January.

TERMS AND CONDITIONS: I agree to submit a copy of my ID with this application and contact detail of next of kin not residing with me. I understand that this contract, that starts from, runs for a minimum period of 12 months and thereafter in 12-month cycles. Should I wish to cancel this contract after a 12-month cycle – at no extra cost – I agree to give a written notice of cancellation to Swim Studio CC, at least 30 days prior to the automatic annual renewal. I will obtain a receipt from Swim Studio as proof of cancellation given.

PAYMENT CHOICE:

1.2 DEBIT ORDER AUTHORIZATION: Regardless of attendance, I hereby authorize Swim Studio CC (user no.9617 of StratCol Debit Order System) to withdraw maximum 12 monthly installments of R 817 (9% discount included) 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 bank statement is: "SwimStudio". I also agree that R100 be added in any following month for every installment that was unpaid.

OR 1.3 Regardless of attendance, I choose to pay R 1128 MONTHLY IN ADVANCE before the 7th of each of the 9.5 months by means of manual internet or bank transfers or CASH. In case of cash deposits, I will be held liable for all resultant cash handling fees charged by the bank. Signature:

OR 1.4 Regardless of attendance, I choose to pay the TOTAL annual amount: R 9804 once-off (* YES) /or divided into two payments of R 4902 (* YES) in advance, (9% discount included), by means of manual internet or bank transfers or CASH. I agree to be held liable for all resultant cash handling fees charged by the bank. NO CARD payments will be accepted for this option. Signature:

OR 1.5 Regardless of attendance, I choose to pay the TOTAL annual amount: R 10716 once-off (* YES) /or divided into two payments of R 5358 (* YES) in advance, by means of CARD payment(s) at the Swim Studio. Signature:

SWIM STUDIO CC current Acc no 62004384012 at FNB 270324 - Please use the swimmer's name and surname as reference.

2. In order to start with the proper attire of costume, cap, towel & backpack, I agree for a maximum of 12 monthly installments of R68, or 9 installments of R91, or a total once-off amount of R..... per person to be added to my respective choice of payment above (no 1.1/2/3/4). (This is compulsory for new swimmers who do not have proper school swimming attire to use). * YES / NO Signature:

3. I understand that the Swim Studio does not issue monthly statements, only my personal payment history in May and November every year. 4. I agree to an 8 (eight) percent escalation of my chosen payment above (no 1.1 / 1.2 / 1.3 / 1.4) on 1 January annually, especially also if this contract started on any date later than January. I agree that all arrears payments will incur Interest at a rate of 2 (two) percent per month and that all discounts, if applicable, will be forfeited on late payments. Signature:

5. In the event of cancellation/termination of this agreement by myself before the latest 12-month cycle is completed, I am required to give 20 business days written notice and obtain a receipt from Swim Studio for the cancellation given. The swimmer will then forfeit all lessons after the notice period AND a cancellation fee equivalent to the actual amount covering ONE month of swimming – excluding all discount – will become payable, in accordance with the provisions of the Consumer Protection Act 68 of 2008 and its Regulations. All discounts, if applicable, will be revoked for the entire current contract year and all its fees recalculated at the standard fee.

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DATED at NEWCASTLE on this __ day of _____ 2020

Applicant / PARENT / Guardian's SIGNATURE

WITNESS 1

WITNESS 2

DATED at NEWCASTLE on this __ day of _____ 2020

Accepted on behalf of SWIM STUDIO CC

WITNESS 1

WITNESS 2

