



ENROLMENT FORM

PARENT/LEGAL GUARDIAN INFORMATION

Account Number: \_\_\_\_\_

|                          |                 |
|--------------------------|-----------------|
| Name: _____              | Surname: _____  |
| Identity Number: _____   |                 |
| Physical Address: _____  |                 |
| _____                    | Code: _____     |
| Tel Home: _____          | Tel Work: _____ |
| Mobile Number: _____     | Fax: _____      |
| Email: _____             |                 |
| Alternative Email: _____ |                 |

|   |                |                    |
|---|----------------|--------------------|
| CHILD / SWIMMER INFORMATION (hereinafter referred to as the "swimmer")  |                |                    |
| Name: _____   | Surname: _____ |                    |
| Date of Birth: _____  | Age: _____     | Gender M___ / F___ |
| Allergies / Medical conditions: _____   |                |                    |
| Is Cindy's Academy of Swimming allowed to take pictures of your child for advertising and Social media: Yes _____ or No _____ |                |                    |

**Terms and conditions**

I, the undersigned, hereby agree that the above Swimmer shall enroll for swimming lesson with Cindy's academy of swimming subject to the following terms and conditions

Initials: \_\_\_\_\_

## **1.Registration, Fees and Penalty**

- 1.1 An annual non-refundable registration fee of R100 shall be payable upon enrolment and thereafter on or before the first day of each subsequent year. If joining through the year the fee will be pro rata.
- As soon as a swimmer is enrolled and a date is agreed upon, you the parent / legal guardian will be held accountable for the fees. If you want to stop your child's swimming lessons, we will need a written months notice. You will be liable for the full swimming fee until a written notice is received. A months notice will only be accepted from the 1<sup>st</sup> of January to the 1<sup>st</sup> of September. No notice will be accepted from the 1 October to 1 December. Notice can be given on the 1<sup>st</sup> of October stating that the swimmer will finish at the end of term in December.
- 1.2 A swimmer will always receive 2 to 4 lessons a month depending how long the month is, a lesson will be 20min long. Swimming fees are calculated according to the number of classes during the term, a school term is +/- 9 to 11 weeks long. Payments are done in advance as a parent / legal guardian purchase a specific time slot for that month whether you use it or not.
- 1.3 Swimming fees will be increased annually on the 1<sup>st</sup> of August (new summer season) not more than 10%
- 1.4 Swim fees are strictly payable monthly in advanced by the 5<sup>th</sup> of every month even in cases of illness, absence and leave. If paying by term the term fee must be paid in by the the last day of the month of the month the term has started. In the 4<sup>th</sup> term the monthly payments are done in 2 payments instead of 3. December will be paid in advanced.
- 1.5 In the event that any fees are not paid by the 5<sup>th</sup> day of the month or the last day of the month for term fees a 20% late penalty shall automatically be charged.
- 1.6 All payments to Cindy's Academy of Swimming shall be made to the following bank account:
- |             |   |  |
|-------------|---|--|
| Account     | : | Cindy's Academy of Swimming  |
| Bank        | : | ABSA Bank  |
| Account No  | : | 4085063471   |
| Branch code | : | 632005   |
| Reference   | : | Please use your Cindy's Academy of Swimming account number or Name and Surname of Swimmer. |

Alternatively, cash payments can be placed in a marked envelope together with the invoice and fees in the green post box inside of Cindy's Academy of Swimming.

## **1. Default**

- 2.1 Should the parent / legal guardian fail to pay any fees, penalties or any other monies punctually on due date or should the parent / legal guardian commit or permit any breach of conditions of this agreement, Cindy's Academy of Swimming have the right to give seven (7) calendar days notice in writing to the parent / legal guardian, to terminate this agreement, but such termination shall not affect the right hereby reserved to Cindy's Academy of Swimming to recover all monies that may be due to it by the parent/ legal guardian calculated to the date of such termination, and for any damage arising by reason of such breach by the parents/ legal guardian including any loss Cindy's Academy of Swimming may sustain by reason of the premature termination of this agreement.
- 2.2 Should Cindy's Academy of Swimming institute action against the parent / legal guardian pursuant to a breach of this agreement then without prejudice to any other rights which Cindy's Academy of Swimming may have, Cindy's Academy of Swimming shall be entitled to recover from the parent / legal guardian all legal costs incurred by it, including attorney / client cost and collection charges.

Initials: \_\_\_\_\_

### **3. Missed Lessons and Late Arrivals**

- 3.1 It is recorded that Cindy's Academy of Swimming operates on a strict schedule and substitute lessons therefore tend to be impossible.
- 3.2 It is unfortunate that children fall ill or have unforeseen commitments that may interfere with lessons, our swimming teachers commit to be at the pool and their remuneration remains payable. Therefore, full fees re-main payable for any missed lessons and such lesson shall be forfeited.
- 3.3 Late arrivals will result in receiving only the remaining time of that lesson. The swimmer is required to arrive 5 to 10 minutes prior to commencement of the swimming lesson.

### **4. Termination and / or Postponement of Lessons and Discipline**

- 4.1 The parent / legal guardian will give one month or a terms written notice before withdrawing the Swimmer from Cindy's Academy of Swimming or postponing a lesson, failing which fees in lieu of notice shall be payable to by Cindy's Academy of Swimming.
- 4.2 Cindy's Academy of Swimming reserves the right of admission and reserves the right to terminate at any time during the period of this agreement at the sole discretion of Cindy's Academy of Swimming.
- 4.3 The rendering of a decision regarding swimming lessons under the influence of the weather
- 4.4 We hold the right to stop a swimmers lesson immediately if his/her behavior influences the lesson negatively.
- 4.5 Smoking is prohibited in reception and pool area
- 4.6 no parents to sit on the blue chairs, parents must sit at the back or outside, please also try and keep the noise level down as its very hard to teach when the noise level is very loud with parents chatting away!

### **5. School terms & Parking**

- 5.1 Cindy's Academy of Swimming follows the western province school terms and will be closed over weekends, school and public holidays.
- 5.2 Every term a newsletter and info for the term will be sent out via email and hard copy's will be placed on the notice board outside.
- 5.3 Parents / legal guardians must always obey the rules of the road, and stay clear of the corner at Malan and Marais street. Please park nicely in front of the house all 9 cars can fit nicely if parked correctly in the parking bays and 3 cars across the road. Please don't park in front of the neighbour drive way.

### **6. Medals and Dress code**

- 6.1 Swimming caps is compulsory, no swimming cap no swimming!
- 6.2 one piece or 2 piece costumes can be used. (no Bikinis)
- 6.3 Dressing cloakrooms and toilet is available. Please leave it clean for the next person.
- 6.4 Demo week will take place in June and December, swimmers will be a rewarded with a report and a medal twice a year on merit. More information will be available closer to the time.

Initials: \_\_\_\_\_

## **7 Undertaking and Indemnity**

- 7.1 By signing this enrolment form, I understand that I am entering into a legally binding contract to pay all fees due and payable to Cindy's Academy of Swimming. I agree to be bound by the terms and conditions contained herein.
- 7.2 I hereby undertake and agree to comply with all the rules and regulations of Cindy's Academy of Swimming and I acknowledge that failure to comply with the rules and regulations will result in the termination of this agreement without notice. I understand that Cindy's Academy of Swimming reserves the right to make any changes to its rules and regulations with or without notice if deemed necessary.
- 7.3 In my capacity as parent / legal guardian of the swimmer, hereby expressly grant permission to Cindy's Academy of Swimming to pick up and drop off the swimmer to participate in the swimming lessons.
- 7.4 I Fully understand and accept that all swimming lessons and the transport to and from such lessons shall be undertaken at my own risk and at the risk of the swimmer. Acting on behalf of myself and the swimmer. I hereby waive ant claims which I, the Swimmer, his/hers heirs and / or successors may have against Cindy's Academy of Swimming for any and all injuries, losses and damages to the Swimmer, the Swimmer's personal property and my personal property.
- 7.5 on behalf of myself, the executors of my estate, my spouse, the swimmer aforesaid, I hereby indemnify, hold harmless and absolve Cindy's Academy of Swimming, its partners, management, teachers / instructors, drivers and any other such staff against and from any claims whatsoever that may arise in connection with any loss and damage to property, or injury, illness or death of the swimmer in the course of any activity notwithstanding Cindy's Academy of Swimming partners , management, teachers/instructors, drivers will nevertheless take reasonable precautions for the safety and welfare of the Swimmer.
- 7.6 Indemnity on the premises of Cindy's Academy of Swimming
- Anyone entering these premises does so at their own risk, all persons entering agree that the child, (and anyone accompanying the child) take part in the activities and lessons entirely at their own risk. The instructor, or his / her employees, agents representatives and the owner of the premises, accept no responsibility whatsoever for any injury, damage or loss suffered by the child, Guardian or anyone accompanying the child, no matter how such injury, damage or loss arose or occurred. Anyone entering theses premises hereby waives any claim which they might have or which might arise as a result of their entry onto theses premises.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (year)

Name in print: \_\_\_\_\_

Parent / Guardian who by affixing his/hers signature hereto,

warrants his/hers authority to do so declares that he/she has read \_\_\_\_\_

and understood the above

signature

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (year)

Name in print: \_\_\_\_\_

For and on behalf of Cindy's Academy of Swimming who by affixing his/hers signature hereto,

warrants his/hers authority to do so

signature