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1. LEARNERS NAME		1. LEARNERS SURNAME NAME	
2. LEARNERS NAME		2. LEARNERS SURNAME NAME	
3. LEARNERS NAME		3. LEARNERS SURNAME NAME	
MOM'S NAME		MOM'S SURNAME	
MOM'S CELL PHONE NUMBER		MOM'S HOME NUMBER	
MOM'S EMAIL ADDRESS		MOM'S ID NUMBER	
MOM'S COMPANY NAME		MOM'S WORK NUMBER	
MOM'S WORK ADDRESS			
MOM'S HOME ADDRESS		MOM'S POSTAL ADDRESS	
DAD'S NAME		DAD'S SURNAME	
DAD'S CELL PHONE NUMBER		DAD'S HOME NUMBER	
DAD'S EMAIL ADDRESS		DAD'S ID NUMBER	
DAD'S COMPANY NAME		DAD'S WORK NUMBER	
DAD'S WORKADDRESS			
		DAD'S POSTAL ADDRESS	

**NAME OF PREVIOUS SWIMMING SCHOOL, IF ANY, & DETAILS OF CERTIFICATES / BADGES / INCENTIVES**

**RECEIVED TO DATE new children only):** \_\_\_\_\_

\_\_\_\_\_  
**HAS/ HAVE THE CHILD/REN HAD ANY UNPLEASANT SWIMMING EXPERIENCE/S?**

\_\_\_\_\_  
**CAN THE PARENTS SWIM?** \_\_\_\_\_.

**IS / ARE THE CHILD/REN ON ANY LONG-TERM MEDICATION OR DOES HE / SHE HAVE ANY CONDITION / PROBLEM / INJURY THAT THE TEACHER SHOULD BE AWARE OF? PLEASE GIVE DETAILS:**

\_\_\_\_\_  
**NAME OF SCHOOL / PLAYGROUP etc.** \_\_\_\_\_

**PREFERRED LESSON TIMES AND DAYS:** \_\_\_\_\_

Mon. & Wed. or Tues. & Thurs. or Sat

**HOME LANGUAGE:** \_\_\_\_\_

**PLEASE ENSURE THAT YOU READ THIS AGREEMENT AND UNDERSTAND IT PROPERLY BEFORE SIGNING IT!!!**

III

AGREEMENT ENTERED INTO BETWEEN

**Carolyn Hurly**

(hereinafter referred to as "the Instructor"),

**for and on behalf of SWIM-TECH**

(hereinafter referred to as "the Swim School")

\_\_\_\_\_ and \_\_\_\_\_

(hereinafter referred to as "the Guardian"),

in my /our capacity as the parent/s guardian/s of the Child/ Children referred to on Page 1 hereof.

**IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES THAT:-**

1. The Child's swimming lessons will take place at **43 PIENAAR AVENUE, KEMPTON PARK EXT 4** (hereinafter referred to as "the Property").  
**commencing on:** \_\_\_\_\_  
(hereinafter referred to as "the Commencement Date")
2. This (**original**) Enrolment / Registration Form must be completed, **initialled on each page** and signed **by the Guardian** on Page 4 and returned to the Instructor, **together with an annual NON-REFUNDABLE administration fee of R300.00** (THREE HUNDRED RAND) **PER CHILD**, before the Child/ren's place/s can be reserved in the Swimming School. **Faxes and emails are not acceptable.**
3. There is a **R60 discount on all fees RECEIVED by us on or before the 2<sup>nd</sup> of the month.** With effect from 01 September 2014, the fee structure in respect of swimming tuition, which is calculated over the entire swimming season, is as follows:-  
**Children's Rates**  
Twice a week swimming: **R 550 (or R 490 if payment reflects by the second of the month) per month per child (payable for 12 months).**  
Once a week swimming: **R 450 (or R 390 if payment reflects by the second of the month) per month per child (payable for 12 months).**  
**Adult Rates**  
**R 570 (or R 510 if payment reflects by the second of the month) per month per student (payable for 12 months).**

**FEES INCREASE IN SEPTEMBER OF EACH YEAR.**

**Our winter season is June and July. These months are optional swimming months.**

Each lesson is approximately half an hour. The full fee as set out above is payable for each month (including December / January) from the Commencement Date until the end of the notice period referred to below. Monies / Fees are not refundable under any circumstances and nor are they transferable.

LESSON TIMES MAY BE CHANGED AT THE BEGINNING OF EACH SEASON.

Sign \_\_\_\_\_

4. Swimming tuition fees are payable **monthly IN ADVANCE at the FIRST LESSON OF EACH MONTH in CASH AT THE SWIM SCHOOL or by way of electronic fund transfer (eft) only.**

Our banking details are as follows:

Name: CJ HURLY  
 Bank: ABSA  
 Acc: Savings  
 Acc number: 922 673 1109  
 Reference: Childs Name and Surname

To qualify for the R60.00 discount, electronic fund transfers must be done so they reflect on our banking account by the 2<sup>nd</sup> of the month. CHEQUES ARE NOT ACCEPTED. Cash fees should be paid in the envelope provided and must be placed **into the locked fee safe** in the coffee shop. **The Instructor will not be held responsible for money, which is left in envelopes on the counter.** There is **no discount on cash deposited into our banking account because of the very high cash deposit fees charged by the banking institutions.** Fee envelopes **may not be removed and taken home** as these act as accounts and receipts for the whole year. Should a parent require a separate receipt, the Instructor must please be advised in writing. Parents are asked to pay the correct amount. Any excess paid will be credited to the following month's account. Too much valuable teaching time is wasted on handing out receipts and change. Carolyn Hurly / Swim-Tech may, at her / its discretion, elect to cancel this Agreement in the event that tuition fees are not paid on due date and the child's place may then be given to a child on the waiting list.

5. The Guardian undertakes to give the Instructor **2 CALANDER MONTHS NOTICE IN WRITING** of any intention to remove the Child from the Swim School / defer lessons (during winter months) or, in default thereof, **2 MONTHS FEES** in lieu of notice. **Swim-Tech regrets that no resignation is allowed in October for October and November. NOTICE MAY ONLY BE GIVEN ON THE FIRST OR LAST DAY OF A MONTH AND MUST BE PERSONALLY HANDED TO THE INSTRUCTOR.** Children, who do not do winter swimming, are not guaranteed a place in the swim school in the summer term as children on our waiting list are enrolled in winter. This condition with regard to notice shall also and especially apply in the event of the Guardian requesting a change in lesson times / days during the course of a term and the Instructor being unable to offer an alternative mutually convenient time / day. THIS AGREEMENT SHALL CONTINUE TO RUN SUBJECT TO THE PREVAILING CHARGES AND CALENDAR OF THE SWIM SCHOOL AT THE RELEVANT TIME, AND TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN, UNTIL THE EXPIRY OF THE NOTICE PERIOD referred to above. **The Guardian undertakes to immediately advise the Instructor in writing of any change/s in telephone numbers, postal / email or residential address/es, the Child's medical condition / medication or any other information that may be pertinent to this Agreement.** Should it become necessary for the Swim School to trace the Guardian's whereabouts, the Guardian shall be responsible for the costs of employing a tracing agent.
6. Should the child not attend swimming lessons due to inclement weather (lightning), ill health or vacation, or for any other reason, **the full fee is still payable and lessons are forfeited.** For safety reasons, the Instructor reserves the right to cancel classes in the event of lightning and these lessons cannot be "made up". Lessons do take place, however, if the weather is just cold and rainy (no lightning) as water temperature is kept at 28° C (minimum) and the air temperature inside the enclosure is accordingly warm. The Guardian undertakes to advise the Instructor if the Child will be absent from lessons for a prolonged period and if the Child has contracted a contagious disease.

Sign \_\_\_\_\_

7. Should the Instructor be unable to take a class/es due to circumstances beyond her control (such as illness etc.), she will arrange for a qualified substitute instructor to stand in for her. Should the Instructor have no alternative but to cancel a class/es, the affected accounts will be credited.
8. The Guardian undertakes to **supervise the Child at all times before and after his / her lesson, especially in the change room.** Children must sit quietly outside the enclosure and wait for their lessons and are not permitted to run around making a noise as this causes a disturbance to the neighbours. **The Child must not run around the pool surround and may not enter the water before or after a lesson without the Instructor's permission.** **No child may be dropped off and left unattended at the Property.** Children must not be dropped off early for lessons and must be collected promptly at the end of their class.
9. **The Guardian will be given the code to the gate to enable them to enter the premises. This code must not be given to anyone else. The Guardian is to make sure they close the gate properly at all times for the safety of others as well as the pets..**
10. The Guardian and Child shall keep away from the pool filter, pool pumps, heat pump, glass doors of the pool enclosure and house and shall not touch, tamper with or in any way damage or deface any equipment or item on the Property. **The Guardian undertakes to accompany the Child to the toilet.**
11. The Guardian shall be liable for all damages, losses or injury caused by the Child (and including anyone accompanying the Child) to any property or person, and further indemnifies and holds harmless, the Instructor, her employees, agents, representatives, the owner of the Property / premises, or the like, for any such damages, losses or injury or actions, for which they may be held responsible as a result of the actions of the Child (or anyone accompanying the Child). The Guardian undertakes to compensate the Instructor, her employees, agents, representatives, the owner of the Property / premises, or the like, for such losses or damages, within 14 (fourteen) days of having been notified of such loss, damage, injury or action.
12. In the event of the Instructor instituting legal proceedings against the Guardian, or taking any steps to enforce her rights under or in terms of this Agreement, the Guardian shall be obliged to pay the cost of such proceedings on a scale as between Attorney and own client.
13. For health reasons, the Child must **at all times wear a swimming cap.** Should a child continually arrive at lessons without a swimming cap, a cap will be provided for the Child and the Guardian's account will be debited with the sum of R80.00. We do not provide "loan" swimming caps due to hygienic reasons. Should you forget your swimming cap one can be purchased from our coffee shop. **Huggies Little Swimmers Disposable Nappies are compulsory regulation swimwear for infants and toddlers (ages 6 months to 3 years).** These are normally available at Baby City and Toys R US. For the mutual protection of the Instructor and the children, no other disposable nappy or swimming pants are allowed. If infants / toddlers attend swimming without the Huggies Little Swimmers nappy, these will be provided and accounts will be debited with the sum of R20.00 per nappy.
14. The Child must please ARRIVE ON TIME for his / her lessons, dressed in his / her swimming costume **AND CAP.** All hair must be pushed inside the cap. **Valuable teaching time is wasted when Instructors are asked to assist children with caps / parents only start undressing children at the scheduled lesson time.**

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15. Should the Child misbehave and disrupt a lesson/s, he / she will be given a warning by the Instructor and, should he / she persist with such behaviour, he / she may be requested to leave the class / the Swim School.
  16. The Guardian accepts that, whilst all reasonable precautions will be taken to ensure the safety and welfare of the Child (or anyone accompanying the Child), swimming, water and the associated activities, equipment and surroundings are inherently dangerous and risky. In this respect, the Guardian hereby agrees that the Child (and anyone accompanying the Child) take part in the activities and lessons and enter the Property / premises, at their sole and absolute risk, and the Guardian will not hold the Instructor, any substitute instructor, her employees, agents, representatives, the owner of the Premises, or the like, liable for any personal or material injury, damage or loss suffered by the Child, Guardian or anyone accompanying the Child, no matter how such injury, damage or loss arose, and hereby waives any right to such claim to which such person may have been entitled, notwithstanding this clause.
  17. Lessons are conducted in full view of the caregivers / guardians of the children, who are asked to sit outside the glass enclosure so as to keep noise to a level at which effective teaching and learning can take place. **THE USE OF CELL PHONES IS NOT ALLOWED INSIDE THE SWIMMING POOL ENCLOSURE.**
  18. In order to give due consideration to neighbours, motor vehicles may **only** be parked in front of Swim-Tech or in front of our neighbours house. Please refrain from parking in front of the gates. **VEHICLES NOT ADHERING TO PARKING REQUIREMENTS MAY BE TOWED AWAY AND TRAFFIC FINES WILL BE ISSUED.** Guardians and caregivers are asked to respect that the Swim School is situated in a **RESIDENTIAL AREA** and are accordingly also urged to kindly keep children quiet and under control whilst in the street and / or on the Property. If any person does not comply with parking requirements or causes any kind of disturbance or aggravation to neighbours, the Instructor will have no alternative but to request that the child concerned be removed from the School. **The Parent / Guardian undertakes to ensure that whoever brings the child to swimming is aware of the requirements set out in this clause.**
  19. Should you not be able to attend a lesson a SMS notification will be necessary, please inform the relevant swimming instructor. Carolyn 083 308 9560
  20. No relaxation of any of these terms by CAROLYN HURLY / the Instructor for any reason whatsoever shall be a waiver of her rights, nor will it constitute a variation of the terms of this Agreement. The Guardian hereby chooses as his / her domicilium citandi et executandi the physical address given on Page 1 of the Enrolment Form attached hereto.

**SIGNATURE**


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**Guardian**


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**DATE**

I / we hereby certify that I / we have legal custody and / or Guardianship in respect of the above named Child and that I /we have contractual capacity to enter into this Agreement.

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**INSTRUCTOR**