



Reneé Andrews
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 P.O.Box 13568 Northmead 1511

Date Joining:-.....

ADMIN NO:-.....

MEMBERSHIP AGREEMENT

PLEASE NOTE: It is essential that the following contract be read in detail and your attention is drawn to the fact that you are bound by each and every term and condition contained herein and also to the terms and conditions of membership overleaf.

Membership agreement entered into by and between **JUST SO SwimAmerica™ Centre**
 AND

Full Name: _____ "THE PARENT"
(PLEASE both parents' first names & surname)

RESIDENTIAL ADDRESS:

POSTAL ADDRESS:

CODE: _____

CODE: _____

OCCUPATION (Mother) _____ &

Name of Company currently working for.
 (Father) _____ &

Name of Company currently working for.

TELEPHONE: HOME: _____

WORK: Mother: _____

Father: _____

CELL: Mother _____

Father _____

Contactable E-mail address: _____

Full Name of Person responsible For Swimming Fees: _____

I.D. Number of above Person _____

DETAILS OF SWIMMERS

FIRST CHILD'S FULL NAME: _____ "THE MEMBER"

DATE OF BIRTH: _____ AGE: _____

WHICH SCHOOL DOES HE/SHE ATTEND : _____

CURRENT STATE OF HEALTH : _____

SPECIAL CONSIDERATIONS IF ANY : _____

PREVIOUS SWIMMING EXPERIENCE : _____

HAS YOUR CHILD EVER HAD SWIMMING LESSONS WITH ANOTHER COACH? IF SO, WHOM? AND DID YOU GIVE NOTICE & SETTLE ALL FEES DUE?

ALTERNATIVE CONTACT NUMBER (IE Grand Parent, Relative) OR PERSON WHO IS BRINGING / FETCHING CHILD/REN TO/FROM SWIMMING (IE Au-Pair) etc. (In case of Emergency)

NAME: - **Relationship to Child:** -

Home: - **Cellular:** -

ANY SPECIAL COMMENTS OR NOTES YOU WOULD LIKE JUST SO SWIMAMERICA CENTRE TO BE AWARE OF:-

SECOND CHILD'S FULL NAME: _____ "THE MEMBER"

DATE OF BIRTH: _____ AGE: _____

WHICH SCHOOL DOES HE/SHE ATTEND: _____

CURRENT STATE OF HEALTH: _____

SPECIAL CONSIDERATIONS IF ANY: _____

PREVIOUS SWIMMING EXPERIENCE: _____

THIRD CHILD'S FULL NAME: _____ "THE MEMBER"

DATE OF BIRTH: _____ AGE: _____

WHICH SCHOOL DOES HE/SHE ATTEND: _____

CURRENT STATE OF HEALTH: _____

SPECIAL CONSIDERATIONS IF ANY: _____

PREVIOUS SWIMMING EXPERIENCE: _____

JUST SO SwimAmerica™ Centre and PARENT agree that:

1. The minimum membership period is two months.
2. Membership shall continue for an indefinite period subject to ONE calendar month's written notice. **No resignation will be accepted verbally and no resignation will be accepted to leave the end of November. Then a two month notice payment will apply.**
3. In the event of any dispute arising relating to receipt of any written notice by as required herein, the PARENT shall bear the onus of proving that such notice was received by **JUST SO SwimAmerica™ Centre**.
4. In the event of THE PARENT failing to make payment on time or at all, or breaching any of the terms in this agreement, JUST SO SWIMAMERICA CENTRE shall be entitled at her discretion to cancel this agreement without any further notice to THE PARENT and the full balance then outstanding will immediately become due and owing to **JUST SO SwimAmerica™ Centre**.
5. THE PARENT accepts liability in full under this agreement irrespective of whether THE MEMBER attends lessons or not, whether such failure is due to injury, ill health, voluntary act or any other cause whatsoever.
6. The "new" parent agrees to pay a non-refundable registration fee of R400.00 per family, in order to secure your child/ren's space for the season. (This R400.00 will be added to your first month's fees, which includes access to the gym for the duration of this contract (where applicable) - pool & changing facilities only). **A space will not be reserved until such time as we have a completed enrolment form, together with your registration fee and first month's fees.** This form, together with the money should be paid by your first lesson, at which stage your child/ren's space will be secured. Annual renewal fee of R150.00 per child each year will be levied in May of each year.
7. Fees paid are not refundable under any circumstances and nor is it transferable.
8. Fees are payable **monthly in advance** on the 1st lesson of the month or **no later than the 5th of each month**. There will be a late payment levy of R75.00 on all late payments.
9. THE PARENT is obliged to advise of any change of address as soon as possible after such change of address and should it become necessary for **JUST SO SwimAmerica™ Centre** to trace the PARENT'S whereabouts, THE PARENT agrees to be responsible for all costs involved in such tracing.
10. The PARENT chooses his/her Dom cilium citandi et executandi for service of all notice, processes, etc, at his/her residential address overleaf.
11. The PARENT expressly renounces any claim that he/she may have against **JUST SO SwimAmerica™ Centre** / PROPERTY from whatsoever causes arising.
12. The PARENT is liable for any damage done to HEALTH WORLD/ **JUST SO SwimAmerica™ Centre** in whatsoever manner caused by the MEMBER.
13. In the event of the PARENT breaching this agreement, resulting in legal action being taken by **JUST SO SwimAmerica™ Centre**, the PARENT acknowledges and agrees that he/she will be liable for all legal cost incurred, including costs on the Attorney and Client scale, tariff collection charges and tracing fees in full.
14. **JUST SO SwimAmerica™ Centre** or any employee or servant of her is not responsible for any damage, loss, loss of life, bodily injury or damage to or loss of property, "VIS MAIOR" of whatsoever nature and whatsoever cause.
15. No variation, alteration or cancellation of this Agreement shall be valid unless reduced in writing and signed by both parties.
16. By signing below I agree to these terms and conditions as well as the rules of the Swim School attached on the following pages.

DATED AT _____ THIS _____ DAY OF _____ 20____

THE TEACHER

THE ADULT

After expiration of the minimum membership period, this agreement will continue to run with fees payable monthly in advance, until one month's notice is given in writing. (see terms 1 & 2).

1. Please be prompt for your lessons, as arriving late disturbs the class.
2. Children not taking part in lessons must be kept under strict control by their parents at all times. □
They are to remain in the Pool enclosure / changing facilities at all times.
 - Play section is to be kept neat and tidy. Please put building blocks away and colouring pens in their box away when finished.
 - NO climbing on any of the gyms apparatus's, or equipment & pool fences.
 - NO ball games of any kind inside the pool enclosure.
3. **Children misbehaving will be instructed to wait outside the gym facilities.**
4. Children using the changing facilities & pool must be accompanied by their parent/guardian at all times. Please ensure that the toilet and change-room are kept clean, as you found it.
5. Please note that boys **over the age of 5 years are not permitted** in the Ladies change rooms they must use the change facility next to ladies "disabled toilet area".
6. Please note that your child's success depends on a number of factors, viz. □ How regularly your child attends lessons.
 - How often your child has access to a swimming pool to practice.
 - Your child's ability to concentrate and follow instructions.
 - Natural talent.
7. ALL CHILDREN must wear swimming caps AT ALL TIMES, irrespective of the length of their hair. Please ensure that your child has his / her own cap, as he / she will not be allowed to swim without one. This is for hygiene and health reasons.
8. We have swimming caps for sale from R60.00 per cap upwards.
9. Before purchasing goggles, please check with us whether or not your child should swim with them, as we do not allow little ones to swim with goggles, as it's important that children learn to swim without goggles first, in order for them to learn to open their eyes under water.
10. Full fees are payable in December and are compulsory in order to reserve your child/ren's space for January. December's classes will continue up to and including Saturday 10th December. Fees must be fully paid up by the 5th December.
11. If the pupil will be away at the beginning of the month, the onus is on the parents to make sure that we receive the fees by the due date, (5th of the month). Failing which the R75.00 late fee penalty will be added.
12. Should your child not attend lessons due to ill health, or vacation (PLEASE INFORM US TIMEOUSLY AND PRIOR TO THE LESSON), the full fee is still payable and we **do not make up lessons, as this congests other classes.** The member will not be permitted to attend classes in the event that the fees for a particular month have not been paid.
13. Parents may watch lessons, but please do not speak or prompt your children whilst lessons are in progress, as this interrupts our classes. Spectators and children not involved with the lessons are requested to sit quietly at the facilities provided as it is difficult to conduct lessons when the class gets distracted by children running around and making excessive noise.
14. There are NO LESSONS ON PUBLIC HOLIDAYS and as per attached stated Calendar.

15. Should a child misbehave and disrupt a lesson, he/she will be given a warning and should he/she persist with such behaviour, he/she will be requested to leave the class.
16. Please use the envelope provided with your child/ren's name on it to make your cash payment. **These envelopes are to be placed into the post box provided on the wall and not put back on the board, as money goes missing from time to time and we will not be held responsible for the money not posted in the box. Payment can be by cash at the pool only or via E.F.T.**
17. **PLEASE Do NOT Deposit CASH DIRECT into the ACCOUNT as the Bank charges are excessive and will be added to your next month fees.**
18. Please inform me if your envelope is not on the board or if the amount on the envelope is incorrect.

Banking Details: Just So !!!
First National Bank FNB
"EAST RAND MALL"
CHEQUE ACCOUNT NO :- 6 2 1 2 9 4 9 1 3 9 6
BRANCH CODE :- 2 5 3 4 4 2

Please Use Child swimming "Name" as Reference

19. A penalty of R175.00 will be charged for R/D cheques and for cheques that are post-dated without prior approval, in order to cover bank charges.
20. If you are experiencing difficulties regarding payments, please discuss this with us as soon as possible and before the 5th of the month in question.
21. **NO CHILD MAY ENTER THE WATER BEFORE OR AFTER A LESSON WITHOUT OUR PERMISSION.**
22. Swimming lessons will not be cancelled, unless in extreme weather conditions such as lightning. **Please check with us if you are unsure, as we cannot call everyone.**
23. You will be notified in the newsletters via email or on the NOTICE BOARD at the back of the pool area of the Prize Giving / Reports Day / Gala's well in advance.
24. Each child will receive a Progress Report with Certificate of Achievement. This will take place on the 1st MAY every year (on whichever day that falls on) and form part of a fun gala & party event which allows us the opportunity of getting to know all the parents.

