

Terms and Conditions

RYK NEETHLING SWIMMING SCHOOLS (PTY) LTD

Reg. No. 2006/004233/07



Terms and Conditions:

My application for membership has been approved, subject to the payment of the applicable membership fees, verification/validation of my bank account details (where applicable), personal details and signature of this application ("Agreement"). This agreement will commence on the Starting Date, from which date I will be entitled access to the Ryk Neethling Swimming Schools ("RNSS") facilities in accordance with my selected membership type, provided that RNSS may at any time withdraw all or part of its facilities for any period in connection with the repair, alteration or refurbishment of the facilities or for any reason beyond the control of RNSS.

My membership period will commence on the Starting Date and will continue indefinitely on a month to month basis. The agreement can be terminated by either party by providing a written notice ("Termination Notice") to the other party. **The Termination Notice must be received on or before the last day of the calendar month preceding the final calendar month of membership ("Final Month"). My agreement will then be terminated on the last day of the Final Month.**

Membership Fees:

- Membership Fees, which may vary according to my type of membership and the specific RNSS branch I attend, shall be fixed and shall be **paid monthly in advance** on or about the 28th day of each calendar month. Initial
- If I fail to pay my Membership Fees on or before the 1st day of a calendar month, I will become liable to pay all costs in connection with the collection of any amounts due by me in terms hereof including legal costs on the scale as between attorney and own client, inclusive of collection commission, if any. Initial
- **If my Membership Fees are outstanding for longer than 1 calendar month**, my membership will be terminated and access to RNSS facilities will be denied. To regain my membership I will have to pay an affiliation fee and all outstanding membership fees. Initial
- RNSS will annually increase Membership Fees in February of each year with such amount as RNSS in its sole and absolute discretion deems appropriate. Initial

RNSS make-up policy:

RNSS make-up policy (*applicable only to Learn-to-Swim Lessons*):

In an effort to give me some flexibility without disrupting the integrity of classes, RNSS has a limited make-up policy applicable only to **illness** and limited to **3 lessons per calendar month**. I am aware that many of the classes are full and guaranteeing a make-up lesson is not always possible. I will need to provide prior notice and/or a doctor's certificate for any missed class (es) and I am aware that **it is not possible to make up a make-up class**. I am aware that RNSS will try to accommodate me when there is an appropriate class available. I understand that if this is not possible and I miss a class **no refund will be payable**. Initial

Inactive Membership Fees:

If I am not able to attend classes for a period longer than ONE calendar month I need to provide advance written notice to the RNSS branch and I will become an Inactive Member. As an Inactive Member I have two options:

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On Hold: When I choose to change my member status to On Hold, I understand that my lesson day(s), time(s) and instructor will stay effective for a set predetermined period of time after which my membership will be reactivated to its former active status. A fixed **On Hold** Membership Fee, which may vary according to my type of membership and the specific RNSS branch I attend, (increased annually in February of each year) will be payable monthly in advance.

Suspend: When I choose to suspend my member status for an indefinite period, I understand that my membership will be terminated. **The Termination Notice** must be in writing and received on or before the last day of the calendar month preceding the final calendar month of membership ("Final Month"). My agreement will then be terminated on the last day of the Final Month. I understand that I can re-apply for membership at any time in the future but that the RNSS branch cannot, after termination of lessons, guarantee the same lesson time or instructor.

All of the above restrictions on Membership Fees also apply to Inactive Membership Fees. An inactive member will not be allowed to attend classes. Before I can resume classes, I need to notify RNSS to change my membership status back to active status. **If I resume classes during a month, I am liable for active membership fees for the full month.**

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Public Holidays:

My postal address as it appears on the first page of this Agreement is my chosen domicile, at which postal address I will accept service of all legal processes and correspondence.

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In the event that my **bank details and/or personal details** change, I will give written notice of such change to RNSS before the 25th of the month.

RNSS reserves the right to forthwith cancel this agreement if I breach any of the terms and conditions of this agreement inclusive of the RNSS Rules in force from time to time, and/or if RNSS in its absolute discretion considers that I am not physically or medically fit to proceed with classes.

I confirm that I have familiarised myself with the RNSS Rules in force from time to time. The RNSS Rules are displayed in each branch and can be found on **www.learntoswim.co.za**. In the event that one or more of these terms, conditions or rules being unenforceable, same will be deemed to be severable from the remainder of the agreement.

If my RNSS branch ceases to operate, then RNSS may terminate this Agreement and I shall have no claim for damages against RNSS, save for a refund of a pro-rata amount of pre-paid membership fees, if any.

RNSS shall be entitled, in its sole discretion and without notice to me, to cede and transfer or delegate to any third party all or any of its rights or obligations under this Agreement.

RNSS may need to change these terms and conditions from time to time. Such changes will be displayed on the notice boards of our facilities and can also be found at **www.learntoswim.co.za**. Please consult the notice boards and our website from time to time in this regard.

Undertaking

I/we undertake to pay RNSS, on demand, without deduction or set off, the reasonable cost of the repair and the actual cost of the replacement of any item of immovable property, equipment, furniture, machinery, information recording, fixture, fitting or immovable property damaged, destroyed, lost or stolen as a direct or indirect result of any intentional or negligent act or omission on my part. I further undertake to subject and adhere to and comply with all the RNSS Rules laid down by RNSS from time to time relating to, but not limited to, transport, training, use of facilities and anything ancillary thereto.

Initial

Member signature:

Date:

Or, if Member is under 18 years of age:

Parent / Guardian signature:

Date:

Initial here

Addendum

Terms and Conditions

Specialised Little Star Baby Floating Programme



Additional Terms and Conditions:

The following is an addition to the main Terms & Conditions of the Ryk Neethling Swimming Schools (Pty) Ltd and only applicable to the Little Star Baby Floating Programme. All of the above Terms, Conditions and Indemnities are applicable.

The Baby Floating Course runs for a minimum of 24 lessons spread over a period of 12 weeks (3 calendar months).

Additional free lessons will be added to the original 24 solely at the discretion of the instructor and subject to the following condition:

- The original 24 lessons were completed as a unit, without a break or absence

My membership period will commence on the Starting Date and will continue indefinitely on a month to month basis after completion of the original 24 lessons at the set monthly Learn to Swim fee.

I understand that upon completing the set 24 Floating Lessons, it is my responsibility to confirm lesson times and days with the office as my membership status will automatically convert to Learn to Swim instruction.

The agreement can be terminated by either party by providing a written notice ("Termination Notice") to the other party. **The Termination Notice must be received on or before the last day of the calendar month preceding the final calendar month of membership ("Final Month"). My agreement will then be terminated on the last day of the Final Month.**

Initial

Initial

Initial

Payer's signature:

Date:

Initial here