



cell: 083 784 3399
tel: 011 485 3399
email: sanchez@mweb.co.za
20 Krans Street, Linksfeld

CLIENT INFORMATION

CHILD'S FULL

NAME:.....
.....

AGE: DATE OF BIRTH:

MOTHER'S FULL NAME AND SURNAME:

.....

MOTHER'S ID NUMBER:

.....
.....

MOTHER'S CONTACT NUMBERS:

.....

FATHER'S FULL NAME AND SURNAME:

.....

FATHER'S CONTACT NUMBERS:

.....

ADDRESS:

.....
.....

EMAIL ADDRESS:

.....
.....

Dear Client,

LITTLE DOLPHINS SWIM SCHOOL 2023/2024 SEASON



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Little Dolphins Swim School offers its Clients swimming lessons per season ("**Lessons**") in accordance with the terms and conditions of this agreement ("**Agreement**").

TERMS AND CONDITIONS

1. DURATION

- 1.1. This Agreement constitutes a binding agreement between Little Dolphins Swim School and the Client, which shall commence on the date of signature hereof and shall endure until the end of the Season (as defined below), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2. The new season starts on the first day of September 2023 and ends on the 30th of April 2024.
- 1.3. Following the expiry of the Season, this Agreement shall automatically renew, unless terminated earlier in accordance with the provisions of this Agreement.

2. STRUCTURE OF LESSONS

- 2.1. Little Dolphins Swim School provides its Clients with 2 (two) Lessons per week for the duration of the Season. Please note that Little Dolphins Swim School does not offer Lessons once a week.
- 2.2. Each Lesson shall be structured as a group lesson which shall last 30 minutes. We do not offer one-on-one lessons, however should there be one child in the class; the duration of such Lesson will be 15 minutes long.
- 2.3. The structure of the Lesson may be elected, modified or amended by Little Dolphins Swim School from time to time at its sole discretion.
- 2.4. No Lessons will take place on days on which there is lightning, Sundays or public holidays. The days, in which we do get affected by lightning, we will be doing land training & stroke techniques with the swimmers.
- 2.5. Lessons that are missed by Clients cannot be made up, unless due to illness and provided by a doctor's note or due to extenuating circumstances which are discussed in advance with the swimming teacher at Little Dolphins Swim School.

3. FEES

- 3.1. Upon registration, a once off registration fee will be payable by the client to Little Dolphins Swim School and a one month's advance fee (If you are a seasonal client, the deposit will be allocated to the last month of the season which is April 2023 & if you opt for month to month, it will be allocated to your last month of swimming after receiving your 30 day notice), this will secure the child's spot and you will receive a Little Dolphins Swimming Cap for each registered swimmer. The registration fees are as follows:

<u>No. of Swimmers</u>	<u>Registration fee Amount</u>
1	R300
2	R500
3	R700
4	R900



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3.2. OPTION 1 - FULL SEASONAL CHARGE STRUCTURE (SEPTEMBER 2023 – APRIL 2024)

No. of Swimmers	1 SEPT – 30 NOV	1 DEC – 31 JAN*	1 FEB – 30 APR
1	R1150 p/m	R575 p/m	R1150 p/m
2	R2250 p/m	R1125 p/m	R2250 p/m
3	R3300 p/m	R1650 p/m	R3300 p/m
4	R4200 p/m	R2100 p/m	R4200 p/m

OPTION 2 - MONTH-TO-MONTH STRUCTURE (30 DAYS NOTICE REQUIRED)

No. of Swimmers	1 SEPT – 30 NOV	1 DEC – 31 JAN*	1 FEB – 30 APR
1	R1250 p/m	R625 p/m	R1250 p/m
2	R2500 p/m	R1250 p/m	R2500 p/m
3	R3750 p/m	R1875 p/m	R3750 p/m
4	R5000 p/m	R2500 p/m	R5000 p/m

NB* should you choose Option 1. You will be hereby committed to complete the entire season (September to April) at a fee of R1150 per month per child. Should you choose Option 2 Which is on a month to month basis you'll be required to give us one calendar months' notice on leaving the school

Little Dolphins Swim School reserves the right to amend the fees stipulated above upon 30 (thirty) days written notice to the Client.

- 3.3. All payments due to Little Dolphins Swim School in terms of this Agreement shall be made monthly in advance by not later than the 5th (fifth) day of each month and shall be made free of set-off or any deductions of whatsoever nature either in cash or by electronic funds transfer into the credit of the following bank account:

Account Name: **Little Dolphins Swim School**
Bank: **Nedbank**
Account Number: **1206173297**
Branch Code: **191042**

- 3.4. Little Dolphins Swim School and the Client shall have the right to terminate this Agreement upon providing the other party with no less than a month's written notice (30) days, of its intention to terminate the Agreement. In the event that the Client elects to terminate this Agreement, it shall furnish Little Dolphins with written notice to be emailed to info@little-dolphins.co.za.
- 3.5. For each swimmer which is registered we require one month's fees on registration. For the swimmers signing up for the entire season, this will reflect for April 2024 and for the month to month sign ups it will be used as your calendar months' notice



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- 3.6. Should the Client terminate the Agreement and Lessons within the Season and wish to come back the following season, the Client shall be required to re-register and pay the once-off registration fees as provided for in paragraph 3.1 above.
- 3.7. Little Dolphins Swim School has a no pay/no swim policy. Should the Client's account be in arrears, the Client's child shall not be permitted into the pool, and the Client shall still be liable for payment of any Lessons missed.
- 3.8. Any unpaid fees will be handed over for collection to our attorney, and will accrue interest at prime lending rate as used by Absa Bank Limited plus 3% from date of default. The Client shall further be liable for any collection cost incurred by Little Dolphins Swim School, including attorneys cost on attorney to client scale.
- 3.9. The Client hereby consents that Little Dolphins Swim School and/or their representatives may conduct a credit search on the Client's name with any registered credit bureau.

4. INDEMNITY

- 4.1. The Client hereby irrevocably indemnifies, exempts and holds Little Dolphins Swim School, Jane Sanchez and/or any of the employees, staff members and/or swimming teachers ("**Little Dolphins Representatives**") harmless against any loss, liability, injury, damage or expense of any nature whatsoever (including, legal costs on the scale as between attorney and own client), which may arise as a result of, or which may be attributable to any provision of this Agreement, any act or omission in providing the Lessons and/or which may be incurred whilst on the premises of Little Dolphins Swim School at 20 Krans Street, Linksfield, Johannesburg.
- 4.2. Under no circumstances shall Little Dolphins Representatives be liable for any direct, indirect or consequential loss or damages of whatever nature, arising out of or relating to its performance or failure to perform under this Agreement, or otherwise by any act or omission by Little Dolphins Representatives (whether wilful, negligent or otherwise), whether or not the possibility of such damages has been disclosed to the Client in advance or could have been reasonably foreseen by the Client or Little Dolphins Representatives, and the Client hereby waives its rights to any such direct, indirect or consequential losses or damages.

GENERAL

- 4.3. This Agreement constitutes the whole agreement between Little Dolphins Swim School and the Client relating to the subject matter hereof and supersedes any other discussions, agreements and/or understanding regarding the subject matter hereof.
- 4.4. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 4.5. No amendment to this Agreement shall be of any force or effect unless in writing and signed by or on behalf of both, Little Dolphins Swim School and the Client.
- 4.6. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument as at the date of signature of the party that signs its counterpart last in time.
- 4.7. Please acknowledge receipt and confirm your acceptance of the terms contained in this Agreement by signing this document in the space provided below.



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Yours Faithfully

LITTLE DOLPHINS SWIM SCHOOL

I **(Full names)** **(ID number)** hereby confirm my acceptance to the terms contained in this Agreement and undertake full responsibility and obligations of the Client under this Agreement, and shall be liable for any and all payments due to Little Dolphins Swim School under this Agreement.

CLIENT

DATE