



ORTLOFF'S SWIMMING SCHOOL

29 Thabo Mbeki street, Mokopane

015 491 7540

www.ortloffs.co.za

ortloffsswim@mokopane.za.net



2027 Enrolment Form

COMPULSORY TO COMPLETE ALL FIELDS OF THIS FORM – if not applicable, indicate with n/a

Please tick the applicable box

An annual registration fee of R 150 is payable

☐ 1 x lesson per week @ R 400 per month

☐ 2 x lessons per week @ R 700 per month

1. Child's particulars

First name: _____ Surname: _____

Date of Birth: _____ Age: _____ Gender: Male ☐ Female ☐

Home Address: _____

Does your child suffer from any allergies or health problems? Yes ☐ No ☐

IF yes, please explain _____

- Can Mommy Swim? ☐ yes ☐ no

- Do you have a pool at home? ☐ yes ☐ no

- Can Daddy swim? ☐ yes ☐ no

2. Father's particulars

Full names: _____

Id number _____ Cell number _____

Occupation _____ Company name _____

Domicilium citandi et executandi address: _____

Work Address & contact number _____

Email: _____

Additional contact number(s): _____

3. Mother's particulars

Full names: _____

Id number _____ Cell number _____

Occupation _____ Company name _____

Domicilium citandi et executandi address: _____

Work Address & contact number _____

Email: _____

Additional contact number(s): _____

Is there any other information the instructor should be aware of?

Has the child had any bad experiences in the pool?

Does the child have any physical injuries?

Does the child have any chest or ear ailments?

Initial

COLLECTION (Debit order arranged by Ortloff's)**Written Authority and Mandate for Debit Payment instructions**

Name of account holder:				
Name of bank:				
Account number:				
Account type:	Current(chèque)	Savings	Transmission	
Branch code:				
Collection Date (Tick)	1	7	15	

To: ORTLOFF'S SCHOOL

Abbreviated Name as Registered with the Bank

ORTLOFFSKI

Beneficiary's Address

44 DE KLERK STREET, MOKOPANE

A. Authority

This signed Authority and Mandate refers to our contract dated January 2027. ("the Agreement")

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on January 2027 and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued and delivered as follows: monthly

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Unsuccessful debit orders will result in a penalty fee of R200 - which will then be added to your monthly account.

Payment instructions due in December may be debited against my account on _____.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand the details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

D. Assignment

I/WE acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____ 20____.

Account holder signature

D Koekemoer (Signature as used for operating on the account) (Assisted by) M Koekemoer

E. Agreement Reference Number

OFFICE USE

This Agreement Reference number is: _____

Initial

Bank Account Details:

Please ensure that you use the correct account when making electronic payments.

MAIN SCHOOL FEE ACCOUNT:**STRICTLY FOR SCHOOL FEES****(Incl. swimming, transport, boarding, homework)****Ortloff's School (PTY) Ltd****First National Bank****Account number:** 62158540487**Reference:** Account code &/ OR Learner name & surname**Proof of payment to:**ortloffskind@mokopane.za.net**RESOURCES ACCOUNT:****STRICTLY FOR PAYMENT OF REGISTRATION FEES****Ortloff's School Resources****First National Bank****Account number:** 63107319378**Reference:** Account code &/ OR Learner name & surname**Proof of payment to:**ortloffskind@mokopane.za.net

**Person Responsible for Account
(Please provide a certified ID copy)**

Full names:	
Surname:	
Identity number:	
Occupation:	
Employer:	
Contact number: Work	
Contact number: Home	
Cell phone number:	
E-mail Address:	
<i>Domicilium citandi et executandi</i> address:	
Relation to learner:	

A. Conditions of payment**1. Finances****1.1 General**

Upon successful admission/enrolment of a Learner at the School, the Monthly School Fees and/or Enrolment Fees and/or Registration Fees and/or Annual Reregistration Fees and/or Textbook Fees and any other Additional Fees for each Learner as set out by the School, are payable as follows:

- a) Monthly School Fees are payable in full, on/before the 7th (Seventh) day of each preceding month;
- b) Enrolment and/or Registration Fees and/or Re-registration Fees and/or Textbook Fees are payable in full, before a Learner will be allowed entrance at the School;
- c) Any other Additional Fees are payable in full, within 7 (seven) days of receipt of an invoice/statement, or on/before the date stipulated by the School.

1.1.1 It is the responsibility of the parents/legal guardians/person responsible for account, to verify all the applicable fees payable.

Initial

- 1.1.2 The parents/legal guardians/person responsible for account, agree to reimburse to the School any expenses that the School incurs on behalf of or in relation to the Learner, such as emergency medical expenses. Proof of such expenses will be made available to the parents/legal guardians/person responsible for account, upon request.
- 1.1.3 Once a Learner has been admitted to the School, the parents/legal guardians/person responsible for account, are liable for the full year's School Fees for that specific year (therefore, January to December).
- 1.1.4 School Fees are due and owing from the beginning of the school year and in the event that interest may accrue as a result of the upfront payment of fees, such accrued interest shall be considered to be the School's income. It is specifically recorded that the parents/legal guardians/person responsible for account, consents to and acknowledges that they will not be paid any interest that may accrue as a result of the upfront payment of School Fees.
- 1.1.5 School Fees are to be paid in advance, either annually, termly or monthly (on/before the 7 (seventh) day of each month). Should the parents/legal guardians/person responsible for account, elect to make monthly payments, they authorise the School to set up a debit order against their bank account for the payment of the monthly School Fees. For the avoidance of doubt, where parents/legal guardians/person responsible for account, elect to make monthly payments, such payments are apportioned over 12 (twelve) equal monthly instalments (including December). It should further be noted that the School may, following information obtained from any credit report of the parents/legal guardians/person responsible for account, prescribe a particular payment period for the parents/legal guardians/person responsible for account.
- 1.1.6 If the parents/legal guardians/person responsible for account, fail to pay any fee on the due date, and the School grants them an indulgence of time to make such payment, this shall not be regarded as a waiver by the School of their right to insist that all amounts owing be paid immediately or an agreement that the payment dates for the remaining instalments have in any way been extended or altered. The School does not have an obligation to extend any payment date, but may do so in their sole discretion.
- 1.1.7 The School may from time to time notify the parents/legal guardians/person responsible for account, of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once off, by giving advance notice to the parents/legal guardians/person responsible for account.
- 1.1.8 The School reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the parents/legal guardians/person responsible for account, not have paid any required fees, that are due and owing to the School.
- 1.1.9 The parents/legal guardians/person responsible for account, will not be entitled to any reduction or refund in respect of School Fees or Additional Fees for any period that a Learner is under suspension or should the Learner be expelled, unless determined otherwise at the sole discretion of the School.
- 1.1.10 Where there is more than one parent/legal guardian/person responsible for account, the liabilities or obligations will be **joint and several, the one paying the other to be absolved**. This means that the School will be entitled to look to all or any one or more of them for the enforcement of its rights and that none of them will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim.
- 1.1.11 The School shall be entitled to charge **interest** on any and all outstanding amounts at a rate of the lower of 2% (Two Percent) per month or the highest percentage allowed by law.
- 1.1.12 The School shall be entitled to hand overdue accounts over to its attorneys for collection, who may in turn charge all default, administration, and collection costs on an **attorney-and-own-client scale**.
- 1.1.13 The parents and/or legal guardians may delegate the obligation of payment of School Fees and Additional Fees to a third party. The School may however still, at their sole discretion, elect to claim any outstanding amounts from the Parents and/or Legal Guardians and not the third party. The School may, at their sole discretion, require a third party to sign an agreement with the School to confirm that they will be responsible for the payment of School Fees and Additional Fees.

2.2 LEGAL CONSEQUENCES:

- 2.2.1 The Parties agree that failure by the parents/legal guardians/person responsible for account, to settle any School Fees and/or Additional Fees which become due, owing and payable shall constitute a breach of the agreement. In that event, and without prejudice to any other rights that the School may have, the balance of the outstanding amounts will become due and payable, 7 (seven) days after the date that the notice of breach is sent to the parents/legal guardians/person responsible for account.
- 2.2.2 In the event that, the parents/legal guardians/person responsible for account, does not remedy the breach, then the School shall be entitled to:
 - a) Cancel/withdraw the Learner's admission/enrolment and/or claim specific performance in terms of any/all agreements/contracts signed between the Parties.
 - b) The Learner may be required to leave the School at the end of the School Term in which the default occurred or 30 (thirty) days after the default occurred (whichever is the longer period). This period is to allow the Learner time to find an alternative school.
 - c) Present a form of a financial statement/document, prepared by the appointed financial representative of the School, indicating all of the outstanding amounts that are due and owing by the parents/legal guardians/person responsible for account. This shall be sufficient proof of the outstanding amount for the purpose of obtaining judgment (whether by default or summary or provisional sentence) in any legal proceedings. The burden of proof shall be on the parents/legal guardians/person responsible for account, to indicate why the financial statement/document is incorrect; and/or
 - d) To institute legal steps or legal proceedings against the parents/legal guardians/person responsible for account, to recover the overdue amount and all legal costs incurred by them, on an **attorney-and-own-client scale**, including collection commission of 10% (Ten Percent).

2.3 DEBT COLLECTION TIMELINE:

This is a summarized and proposed timeline and may the School elect to deviate from this timeline, at their own discretion, should they deem it necessary.

2.3.1 One month in arrears :

A warning will be issued by the School to parents/legal guardians/person responsible for account, to effect full payment within 7 (seven) days;

2.3.2 Two month's in arrears :

Account will be handed over to attorneys, for formal debt collection procedures of which the parents/legal guardians/person responsible for account, will be liable for the legal costs on an attorney-and-own-client scale.

2.3.3 Three month's in arrears :

The Learner will be requested to leave the School at the end of the School Term in which the default occurred or 30 (thirty) days after the default occurred (whichever is the longer period), in addition to clause 2 above.

B. General Terms and Conditions:

- Swimming Season is **January 2027 until December 2027. All fees must be paid – No exceptions!**
July is our winter break – meaning no swimming fees are due for July. The swimming season resumes in August with land orientation/ physical exercise, which helps develop swimmer's core, general body posture and stroke perfection.
- **Parents who cancel or provide notice of withdrawal from swimming before July will not be allowed to resume swimming lessons until the following year.**
- **Every Swimming month is payable – if you do not bring your child for lessons you will still pay the full amount due.**
- **All Registration fees need to be paid.** This Registration fee is not refundable or transferable. Learners will not be added to the swimming list if registration is not paid in full, as well as fully completed registration form has not been submitted.
- Parents shouldn't expect too much too soon, allow your child to trust their instructors first.
- It should be noted that young children will lose consciousness after 2 minutes under water and will suffer irreversible brain damage within 4 to 6 minutes.
- What your child learns will depend on his/her age and development readiness, but in all cases at minimum your child will learn to roll onto his/her back to float, breath and to maintain their position until help arrives. This should however not be seen as absolute drown proofing as no substitute exists for adult supervision.
- Even though we teach your child these techniques, you are still responsible for supervision of your child at all times when in/near water.
- Parents are advised not to interfere with the sessions as we are acting in the best interest of your child. The measures are to prevent your child from dry drowning, which occurs when enough water enters the lungs and causes a drop in blood oxygen levels which may lead to death within 24 to 48 hours.
- Swimmers must provide their own towel & costume. As from April a warm set of clothing and a beanie is also required for after swimming lessons.
- All swimmers have to wear swimming caps (silicon).
- Parents or other persons bringing the child for lessons are not allowed in the pool area. You may wait on the veranda next to the pool. Parents are welcome to come and watch their child swim on the first lessons of the new month.
- No eating, drinking or toys in the pool / pool area
- No diving or jumping into the pool.
- Please do not let your child urinate in the pool, garden or flowerbeds. There are toilets available for the children in the dressing rooms.
- Children may not run / play around the pool area. Children may not enter or exit the pool without the Instructor telling them to do so.
- Children may not play in the changing areas. Parents are also not allowed in the changing area. We have an assistant who will help the children to change.
- **Lessons that are cancelled, missed or not attended will not be refunded or caught up, this also includes late coming.**
- Ortloff's swimming school guarantees a minimum of 6 lessons per month for children who are swimming twice a week (half hour lessons) and a minimum of 3 lessons for children who are swimming once a week. (half hour lessons)
- **Lessons missed due to public holidays or bad weather are still payable but will not be caught up.**
- Children who misbehave or disrupt the swimming lessons during class will be issued a warning. After three warnings the child will no longer be allowed to attend classes. Swimmers should respect the instructors at all times.
- Lessons may not be interrupted to chat or ask questions. You may leave the instructor a note or phone the office.
- Lessons are for a half an hour. Please make sure that you come and collect your child on time.

C. Information Sheet:

- The parent must carefully disclose all information as requested on the information sheet.
- The parent accepts that the Swimming School can't be held liable for any injury/death or otherwise incurred damages due to failure to disclose by the parent.
- The parent shall immediately submit to the Swimming School and bring to our attention any technique that has been found to be harmful.
- All warnings and instructions must strictly be adhered to by the parent.

D. Termination of Lessons / Contract

The Swimming School is entitled to cancel the agreement as a result of any breach of the agreement by the swimmer or parent of the swimmer or if they find the swimmer to be unable, either physically or mentally, to proceed with the swimming lessons. If the parents of the swimmers wish to cancel the agreement and lessons due to the fact that they have changed their minds about receiving these lessons, a cancellation penalty will be charged to cover actual costs, time booked and refusal of other swimmers due to the agreement of existing swimmers. **A written cancellation should be submitted to the office 30 days in advance. Parents who cancel or provide notice of withdrawal from swimming before July will not be allowed to resume swimming lessons until the following year.**

E. Indemnification

The parent hereby waives any claim they may have against the Swimming School or any person in their service, for any damage sustained by any person, which may arise in connection with swimming lessons given by these instructions except when such damage, bodily injury or death is caused by negligence on the part of the Swimming School.

The parent confirms that they have read and understood all terms and conditions, warnings and instructions uttered verbally or in writing and as such confirms that they will not be able to hold the Swimming School liable as a result of not adhering to their advice/instructions.

The parent confirms that all information supplied by themselves in their own capacity is true and correct and that they can't hold the Swimming School liable for any damage/loss/injury as a result of them not completing the information requested truthfully.

I hereby agree to pay all fees due to Ortloff's swimming School on time and up to date. I hereby certify that the details as set out herein are both true and correct and confirm that I have read and understand the terms and conditions contained herein, and agree to be bound hereby .

Signed _____ at _____ on this _____ day of _____ 20____.

In case your child will be missing a lesson or if you need to ask something regarding the lessons please contact the following.

Amori –	Instructor	082 367 2779
Charmaine -	Instructor	079 309 2821
Lezandri –	Instructor	071 898 3671
Lientjie -	Instructor	072 367 3001
Melissa –	Admin	015 491 7540 / 076 423 4424 / ortloffsswim@mokpnae.za.net

Any account related queries, please contact:

Desiré –	Accounts	015 491 7540 / 083 231 3872 / ortloffskind@mokopane.za.net
----------	----------	--