

SENSEI STEF BIAGIONI

P.O. Box 2033

Fourways

2055

Cell: 083 384 3026

Tel/Fax: 011 705 1080

E-mail: stefbiagioni@connectit.co.za



DOJO: _____

Fourways Martial Arts Academy

OKINAWA GOJU RYU KARATE • KOBUDO

PERSONAL PARTICULARS

I.D. NUMBER

FIRST NAME/S

LAST NAME

GUARDIANS

RELATION

POSTAL ADDRESS

CODE

PHYSICAL ADDRESS

DATE OF BIRTH

E-MAIL:

TEL:

FAX:

CELL:

MEDICAL AILMENTS

PAYMENT METHOD

CASH

CHEQUE

TRN / EFT

JOINING FEE

TERMS

MONTHLY

ANNUAL

EMERGENCY NUMBERS

DOCTOR

TEL NO.

NEXT OF KIN

TEL NO.

DATE STARTED

SIGNATURE OF PAYEE

REPRESENTATIVE OF THE ACADEMY

*Please note that signature of this Form constitutes acceptance of the terms and conditions attached to this form.
Please initial the back of this form in the space provided.

TERMS AND CONDITIONS OF MEMBERSHIP

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the meaning ascribed to them:

- 1.1 "Agreement" means this Agreement together with the form signed by the Member or parent or guardian of the Member to which this Agreement is attached;
- 1.2 "Academy" means the Fourways Martial Arts Academy, a sole proprietorship owned by Sensei Stefano Biagioni currently situated at 23 Flamingo Avenue, Fourways;
- 1.3 "Member" means the person joining the Academy;
- 1.4 "Parties" means the person signing this Agreement either as a new Member or in his or her capacity as parent or guardian of a new Member and the Academy and "Party" means any one of them; and
- 1.5 "Signature Date" means the date that this Agreement is signed by the last Party signing.

2. COMMENCEMENT AND DURATION

This Agreement shall commence upon the Signature Date and continue indefinitely unless terminated by either Party. Signature of the form to which this Agreement is attached constitutes acceptance of all terms and conditions of the Agreement.

3. FEES

- 3.1 Fees are payable by the Member to the Academy in advance by no later than the 5th (Fifth) of each month.
- 3.2 If payment is not received by the Academy by the 5th (Fifth) of each month, interest will be charged at current prime rates, being the publicly quoted rate of interest per annum by Nedbank Limited on overdraft to its prime customers in the private sector from time to time.
- 3.3 The Member, or the parent or guardian of the Member, accepts liability for payment of the fees in full, even if lessons are not attended by the Member.
- 3.4 The Member will not be allowed to attend classes or gradings if fees have not been paid.
- 3.5 Should any cheques be returned by the bank, the Member or the parent or guardian of the Member will assume liability for all bank charges.
- 3.6 One month's written notice is required when the Member wishes to terminate membership and the fees for the notice period shall be payable in advance.
- 3.7 Should the Member's account be handed over to a collection agent as a result of non-payment of fees, the Member or the parent or guardian of the Member will be liable for all collection charges incurred by the Academy.

4. CLASSES

- 4.1 The Academy reserves the right to change the dates and times on which classes will take place.
- 4.2 This right shall be within the Academy's sole discretion but shall be exercised upon notice to the Member or the Member's parent or guardian, as the case may be.
- 4.3 Classes may be cancelled or the number of classes may be reduced during school holidays and on public holidays. The full fees referred to in clause 3 shall still be payable should this occur

5. WARRANTY

- 5.1 The Member or the parent or guardian of the Member warrants that all of the information filled in on the form is true and correct.
- 5.2 The Member or the parent and/or guardian of the Member further warrants that the Member is in good health and is fit to participate in any martial arts offered by the Academy.

6. INDEMNITY

- 6.1 The Member acknowledges that martial arts, by its nature, may involve harm to the Member. This harm is a risk the Member or the parent or guardian of the Member will assume in participating in any martial arts the Academy offers or may offer in the future (including, but not limited to, Goju Ryu Karate, Kobudo and Tai Chi). Such participation includes, but is not limited to, tournaments, gradings, tuition and gasshukus.
- 6.2 The Member or the parent and/or guardian of the Member indemnifies the Academy, its chief instructor, Sensei Stefano Biagioni, its other instructors and its employees and agents against any losses, claims, demands, actions, judgments, damages, costs, expenses (including attorney's fees and expenses) and other liabilities of whatsoever nature which the Member, the parent and/or guardian of the Member or any third party may have arising out of or in connection with:
 - 6.2.1 The Member's membership of the Academy, including, without limitation, the Member's participation in tournaments, gradings, tuition and gasshukus;
 - 6.2.2 A breach of a warranty referred to in clause 4 above.
- 6.3 The Member or the parent or guardian of the Member agrees that this indemnity will be binding on not only the Member or parent or guardian of the Member but also on their heirs and executors, their dependants or assigns.
- 6.4 The parent and/or guardian of the Member undertakes to, and procures that his or her child shall undertake to, at all times for the duration of membership, abide by the rules of the Academy and obey all instructions of the instructor or any person/s involved in the Academy.

7. EXCLUSION OF LIABILITY

The Member agrees that the Academy, its chief instructor, Sensei Stefano Biagioni, its other instructors and its employees and agents shall not be responsible and the Member hereby absolves and holds the Academy harmless for any loss of whatsoever nature, howsoever arising or caused.

8. BREACH

If any Party breaches this Agreement and fails to remedy that breach within 14 days of written notice from any other Party calling for the breach to be remedied, then that Party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or in law, to cancel this Agreement without notice or to claim immediate specific performance of all the defaulting Party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved Party's right to claim damages.

9. GENERAL AND MISCELLANEOUS

- 9.1 SOLE RECORD OF AGREEMENT
This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 9.2 NO AMENDMENTS EXCEPT IN WRITING
No addition to, variation of, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 9.3 SURVIVAL OF OBLIGATIONS
Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

Initial here: