



Pro-Tennis Academy

Elizma Nortje t/a Pro Tennis Academy - P O Box 1030, Windhoek, Namibia - Tel: +264 85 240 0560 - Fax +264 61 304519 - elizma@protennissacademy.com.na - www.protennissacademy.com.na

MEMBERSHIP APPLICATION AND AGREEMENT

Between Elizma Nortje t/a Pro Tennis Academy herein after referred to as "PTA" and

Surname: _____
First Name(s): _____
Title: _____
Player's ID or Passport: _____
Player's Birth Date: _____
Cell: _____

2. Payment Details

These payment details are applicable for monthly installments

Payment option Debit order (5% discount on fees)
 Cash / Cheque / EFT

Debit order details (please attach a cancelled cheque)

Account Number: _____
Type of Account: _____
Bank Name: _____
Branch: _____
Branch Code: _____

1. Player Billing Details

Players's Billing Address and Contact Details

Person responsible for account _____
ID or Passport No _____
Postal Address: _____
Town/City: _____
Physical Address: _____
Phone (w): _____
Cell: _____
Fax: _____
Email Address: _____

3. Lesson Package Selection

Choice is applicable for a 22 week cycle - 1 month cancellation applicable for changes.

Package	Debit order fee per month	Cash fee per month
<input type="checkbox"/> Package A <i>2 x 60 min group & 1 x 45 min individual</i>	1,311.00	1,380.00
<input type="checkbox"/> Package B <i>1 x 60 min group & 1 x 45 min individual</i>	1,035.50	1,090.00
<input type="checkbox"/> Package C <i>2 x 60 min group</i>	665.00	700.00
<input type="checkbox"/> YTS Package A <i>2 x 45 min group & 1 x 30 min individual</i>	855.00	900.00
<input type="checkbox"/> YTS Package B <i>2 x 45 min group</i>	427.50	450.00
<input type="checkbox"/> YTS Package C <i>1 x 45 min group & 1 x 30 min individual</i>	693.50	730.00

Fees include SKW membership fee

Agreement:

I hereby apply to conclude a Membership Agreement with PTA subject to the terms and conditions attached.

I, _____ bind myself to PTA for the due and punctual performance of all my obligations to PTA whether presently due, owing and payable or becoming due, owing and payable in the future.

The person signing the application hereby certifies and agrees with:

1. He/she has duly been authorised to sign the application.
2. He/she has read the contents of the agreement as set out in terms and conditions attached.
3. No representations have been made by PTA or any of its agents as to the contents of the agreement or the meaning thereof.

Signed at _____ on _____

Player / Parent / Guardian

For and on behalf of PTA

Witness on behalf of Player

Witness on behalf of PTA

TERMS AND CONDITIONS OF PRO TENNIS ACADEMY MEMBERSHIP AGREEMENT

1) Interpretation

- a) The headings to the clauses of this agreement are for reference and convenience purposes only and shall not aid in the interpretation of the clauses to which they relate.
- b) In this agreement unless contrary intention clearly appears –
- the singular shall include the plural and vice versa;
 - words indicating persons shall include partnerships, companies, closed corporations and other legal personae;
 - words indicating the one gender shall import and include the other genders.
- c) The following words shall have the meaning herein assigned to them unless the context otherwise indicates-
- "Fee" means the total charge for a specified services package for the contract period as published and amended from time to time by PTA at its sole discretion.
 - "Charges" means the monthly installments of the Fee, late payment charges, administrative and any other charges determined by PTA and notified to the Player from time to time and which are payable by the Player to PTA in consideration for the provision of the Services by PTA.
 - "Commencement Date" means the date upon which PTA signs the acceptance of the application by the Player to conclude this agreement.
 - iv) "Contract period" means a 22 (twenty two) week period.**
 - v) "Due date" means the first (1) working day of the month.**
 - vi) "Monthly installment of fee" means the monthly installment of fees for the contact period as set out in the Charges.
 - vii) "Application" shall mean the application appearing in the Membership Application made by the Player to PTA to conclude this agreement.
 - viii) "Services" means the individual tennis lessons, group tennis lessons and such other additional services as PTA may at its discretion choose to make available from time to time to the Player.
 - ix) "Player" means the Player named on the Membership Application and Agreement.
 - x) "Courts" means the premises used by PTA to provide its services.
 - d) "PTA" means Elizma Nortje trading as Pro Tennis Academy.
 - i) "SKW" means Sport Klub Windhoek

2) Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of Namibia.

3) Undertaking by the Player

The Player acknowledges that the information supplied by him to PTA as appearing overleaf is correct.

4) Rights of PTA in respect of the Application

- PTA shall have the right, without furnishing any reason therefore, to accept or reject the Application.
- In the event of the Application being rejected by PTA, PTA shall forthwith notify the Player of such rejection.
- In the event of the Application being accepted by PTA such acceptance may be unconditional, subject to only the terms of this agreement, or may be subjected to
 - A limit on the type of services to be made available to the Player, or
 - A deposit in an amount to be determined by PTA for any Charges to be made.
- In the event of the Application being accepted, PTA shall forthwith notify the Player thereof, and shall notify him whether such acceptance is unconditional or subject to any of the conditions imposed in terms of clause 4(c), provided however that all or any of the conditions imposed in terms of the aforesaid clause 4(c) shall at all times be subject to the relevant provisions of clause 9 hereunder.
- The initiative for this agreement emanated from the Player and this agreement shall be deemed to have been concluded at the premises of PTA.

5) Duration of Membership

This agreement shall commence on the Commencement Date and shall endure for the Contract Period, unless substituted by another membership agreement in respect of the services or terminated by either party giving to the other **not less than 30 (thirty) days notice of termination** in writing.

6) Provision of Services by PTA

- PTA shall:-
 - Use its best endeavours to provide tennis coaching to the Player throughout the Contact period of this agreement, as per scheduled lessons, but does not warrant that the same will be without interruption;
 - Lessons which can not be provided on court, due to weather conditions or any other external factors, will be provided off court;
 - PTA reserves the right to adjust the schedule of lessons, and close the Academy for holiday periods and cancel scheduled lessons with seven (7) days' notice to be published at the Courts;
 - Employ qualified staff as to render the service;
- PTA shall provide the Services with effect from the commencement Date provided that the Player:-
 - shall have paid all due Charges, and
 - shall have complied with any condition imposed in terms of sub-clause 4(c).

7) Obligations of Player

The Player shall –

- Forthwith inform PTA in writing of any change in his address;
- Comply with all rules and regulations of PTA membership as published from time to time on the website of PTA and/or at its principle place of business;
- Comply with all rules and regulations of SKW.

8) Assignment

- The Player shall not cede, assign, transfer, encumber or delegate any of his rights or obligations in terms of this agreement to any third party without PTA's prior written consent.
- PTA shall be entitled at any time to cede, assign, transfer, encumber or delegate any of its rights, title, interest or obligation in terms of this agreement to any third party without the Player's consent and if, for any reason whatsoever, the consent of the Player might be required, the Player shall be deemed to have consented thereto in terms of this agreement.

9) Payment

- a) Notwithstanding any special conditions imposed in terms of clause 4(c) the Player shall pay to PTA all the Charges no later than the due date;
- b) **Late payments will be immediately outsourced and handled by Namdebt.** Should the Player fail to pay on or before the due date any amount falling due or payable to PTA under or arising from this agreement, then, without prejudice to such rights as may accrue to PTA consequent upon such failure, such overdue amounts will be outsourced to Namdebt for collection. **The Player also agrees to pay any attorney legal costs or debt collector's cost in the event of summonses being issued against him for any outstanding Charges;**
- c) In the event of a Player having elected to forward payment by mail, the payment shall only be deemed to be received upon PTA receiving and processing same;
- d) In event of a Player having elected to effect payment by electronic banking of bank deposit, the payment shall only be deemed to have been received upon PTA receiving notification of such via proof of payment submitted by the Player and notification of such on its bank statement;
- e) The Player shall, if so required by PTA effect payments of all amounts payable hereunder by way of direct debit order or other recognised method of payment. The Player shall not be entitled to withdraw or revoke such payment method during the period of this agreement, without prior written consent of PTA;
- f) The Player, by providing PTA with his banking details in Section 2 "Payment Details" of the Membership Application, he shall be deemed to have instructed and authorised PTA to draw against the account indicated with the bank/building society indicated, the Charges due and payable by the Player.
- g) Should payment by debit order fail, and such failure is due to conditions not under control of PTA, PTA will have the right to charge any fees and penalties or other payments being due and payable to any third party as result thereof, to the Player.
- h) PTA's failure to suspend the services to the Player, when the Players's Charges are overdue, shall not in any way entitle the Player, to withhold payment of all or any charges on due date.

10) Variation of Charges and Terms

- a) PTA may vary all or any of its charges by publishing an amended Fee, such variation to have immediate effect unless otherwise decided by PTA in its sole discretion.
- b) PTA reserves the right to vary the terms and conditions of this agreement at its sole discretion, whether as a result of new legislation, statutory instruments, government regulation or licences, amendments to the standard terms and conditions of PTA, any similar event or not and the Player hereby consents to the said variation. PTA may at its sole discretion, elected to notify the Player of any variation in writing or to publish such variation at its principal place of business.

11) Termination

- a) Without prejudice to any other claims or remedies which PTA may have against the Player arising from or pursuant to this agreement or otherwise, PTA may terminate this agreement by giving notice to the Player with immediate effect in any of the following circumstances-
 - i) Should the Player fail to comply with any of the terms of this agreement including but not limited to failure to pay any Charges on Due date.
 - ii) Should the Player fail to pay any charges in terms of this agreement, or should PTA terminate this agreement from whatever cause arising, or should PTA institute action against the Player pursuant to a breach by the Player of this agreement, then PTA shall be entitled to recover all legal and other costs incurred by it.

12) Liability

- a) This clause 13 specifies the entire liability of PTA including liability for negligence and in particular, without limitation, all other statutory, expressed, implied or collateral terms and conditions or warranties are excluded.
- b) PTA shall not be under any liability (including liability for negligence) for any loss or damages or injury to the Players whatsoever no matter when or how, arising out of the provision of the Services or otherwise whether direct or indirect, consequential or contingent or whether foreseeable or not and in particular not be liable for the financial loss or medical costs.
- c) The Player indemnifies PTA, its employees, directors and/or agents against any damages, costs or liability (including liability for PTA negligence) to the player, together with all legal costs relating to any claim arising therefrom.
- d) Under no circumstances will PTA's liability, whether in contract or otherwise exceed a sum equal to the monthly installment of charges due for the remaining contract period payable at the date of the claim.
- e) The Player indemnifies PTA against any damages, costs or liability arising from any illness or personal injuries suffered by the Player as a result of the use of the Courts and the Services, irrespective of when or how and whether foreseeable or not together with all legal costs relating to any claim arising therefrom.

13) Consent to Jurisdiction

The Player hereby consents to the jurisdiction of the Magistrate Court having jurisdiction over his person in respect of any action by PTA arising from this agreement or the cancellation thereof. This consent does not oust the jurisdiction of another competent court having jurisdiction and PTA shall be entitled in its discretion to institute action against the Player in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in cancellation of this agreement.

14) Notices and Domicilium

- a) For all purposes of this agreement, the parties do hereby choose their domicilia citandi et executandi as follows:
 - i) PTA at SKW Sports Club
c/o Sean Mc Bride & Auas Street
Olympia, Windhoek;
 - ii) the Player at The Address selected in section 1 "Player Details" in the Membership Application
- b) Notices may be given either by delivery at the domicilium citandi et executandi selected in terms of clause 15.(a), of this agreement, or by email or shall be given by prepaid letter addressed to:-
 - i) PTA at P O Box 1030, Windhoek
elizma@protennisacademy.com.na;
 - ii) the Player at The Address selected in section 1 "Player Details" in the Membership Application
provided that any notice given by the Player to PTA by letter shall be given by prepaid registered letter.
- c) Any notice given by either party to the other shall –
 - i) if delivered to the domicilium citandi et executandi of such person, be deemed to have been received upon such delivery
 - ii) if posted by letter, be deemed, unless the contrary be proven, to have been received 7 (seven) working days after delivery of such letter to the Post Office for posting.

15) Whole Agreement

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representation or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and except for the provision of the clause relating to the variation of the charges and terms.