



# PANTHER

## FIGHTING ARTS & FITNESS ACADEMY

Reg No. 2007/27738/23

NPO 2007/031740/08

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### STUDENT ENROLMENT AGREEMENT

The instructors of PANTHER FIGHTING ARTS AND FITNESS ACADEMY (hereinafter referred to as 'Panther') are fully committed to the progress of each individual student and in order to make sure that their efforts are not wasted it is of the utmost importance that each student is fully committed to the instructors, Panther and most importantly their own progress. This document serves as the agreement between you, the student, and Panther. By signing this you are demonstrating your commitment for the entire terms of the training program.

I, the student or the parent on behalf of the student, understand that under the terms of this agreement Panther obligates itself to furnish me with competent instruction and suitable facilities for teaching lessons. All class lessons are supervised by qualified personnel trained in the procedures and traditions of this martial art. I agree that I am physically fit and able to receive and participate in the prescribed course of instruction. I agree to comply with all the rules and regulations of Panther.

I understand that if my tuition fee is arranged to be paid by monthly instalments in advance Panther has a fiduciary responsibility to collect all payments in a timely manner. Any modifications, changes, amendments or cancellation of the student enrolment must be in writing. No oral amendments or modifications are to be made to the student enrolment agreement.

I further understand that the budgeted tuition payment plan is not affected by my training schedule and/or attendance. In the event that I wish to cancel the training program with 6 (six) months of joining I may be required to pay a cancellation fee of R500 (Five Hundred Rand) at the discretion of Panther.

Upon completion of this agreement, the agreement shall self-renew under the same terms and the total annual tuition price shall be increased by 5% (five) of the previous year's price. This agreement shall continue to self-renew until cancelled by giving 1 (one) calendar months notice in writing. I have the option to cancel with 1 (one) calendar months notice after expiry of 6 (six) months. All monthly instalments are due until proper cancellation procedures have been followed. In no case shall any monthly payment be retroactively refunded.

I specifically acknowledge and agree that rank or other indicia is a privilege and not a right. My acceptance of instruction and rank constitutes acknowledgment that I shall not, either for profit or not, divulge, teach or in any way disseminate the skills provided to me by the instructors at Panther. I further agree that Panther shall be entitled to immediate injunctive relief to enjoin me from such dissemination. I waive any defences to this clause and shall be liable for attorney's fees and costs in the event that Panther is required to bring any action to enforce this clause.

Panther retains the right to cancel this agreement at any time with or without cause. I shall be entitled to a refund of all unearned amounts due upon cancellation by Panther.

I assume all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fee and applicable late charges that may be incurred for default payments.

Panther administrators may make any modifications in the class schedule as deemed necessary. Such modification does not relieve me of my payment obligations under any circumstances. Panther administrators also reserve the right to close the academy on national holidays, for the purpose of special events and a period not exceeding 4 (four) weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.

By entering into this agreement I grant Panther permission to use photographs, video tapes, DVDs, artwork or other likenesses of me for marketing.

Membership is non-cancellable and non-transferable except as stated herein.

I authorise the use of a disclosed e-mail address for billing purposes and acknowledge that the e-mail text may include financial information pertaining to the membership and information regarding any upcoming events.

#### NOTICE OF CONSUMER'S RIGHTS

1. You have the right to cancel this contract within 3 (three) business days after receipt of a copy of this contract, unless you choose to participate in the 10 (ten) day trial period. Cancellation must be in writing and delivered either in person or by registered or certified mail.
2. If you become disabled for at least 3 (three) months during the membership terms and that disability is confirmed in writing by a physician, you have the right to an extension and/or termination of the contract, this termination will require 1 (one) calendar months written notice.
3. If Panther is closed for a month or more, you are entitled to your choice of either extension or termination of the contract. Except if the closing is not the fault of Panther, in which case the choice of remedy is Panthers.
4. You may cancel this agreement if you change residence to more than 30km (thirty) from Panther. Cancellation under this section requires written proof of new permanent address, phone number and name and address of new employer. Cancellation is effective 30 (thirty) days after the date of the move or 30 (thirty) days after official notification to Panther, whichever is later. A residential investigation may then be conducted.
5. Cancellation fee: Cancellation for any reason other than those listed above will require a R500 (Five Hundred Rand) cancellation fee if within 6 (six) months of joining under the discretion of Panther.

#### SATISFACTION GUARANTEED – 10 (TEN) DAY FINANCIAL RISK FREE TRAINING

You will have 10 (ten) days to train and if you are not fully convinced that Panther is not for you, simply return your contract during the 10 (ten) day trial period and you will never get charged.

If you wish to cancel this agreement it must be done on or before the end of the 10 (ten) day trial period listed above. Cancellation must be done in writing and delivered either in person or by registered or certified mail. By signing this document I authorise Panther to charge my billing account information on this page.

I understand that my 10 (ten) day trial period begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

I have read and understood all the terms and conditions set forth herein and acknowledge receiving a copy of this document for my records.

Student Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Guardians Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_