



Where did you hear about TKA?

- Social media
- Word of mouth
- Other: please specify .....

Membership Number:		
FOR OFFICE USE		
AFF FEE	JSKA ID	CLOCK CARD

A) STUDENT'S INFORMATION			
First name:		Surname:	
ID/Passport No:		Age:	
Date of Birth:		Gender:	
Mobile:		Email:	
Residential Address:		Postal Address:	
Code:		Code:	
Name of Employer/School:			
Occupation/Course:			

C) MEMBERSHIP INFORMATION & FEES	
DOJO:	
Date of Application:	
<b>PLEASE CHOOSE TERM OPTION:</b>	
MONTHLY <input type="checkbox"/>	TERM <input type="checkbox"/>
SEMESTER <input type="checkbox"/>	ANNUAL <input type="checkbox"/>
<b>***INVOICE IS BASED ON SELECTED OPTION***</b> <b>***Terms and Conditions Apply***</b>	

B) PARENT'S LEGAL GUARDIAN'S INFORMATION	
(If student is under 18 years)	
FATHER (OR GUARDIAN)	MOTHER (OR GUARDIAN)
First name:	First name:
Surname:	Surname:
ID No:	ID No:
Mobile:	Mobile:
Email:	Email:
<b>Home Address (Only if different from Student)</b>	
Code:	Code:

D) AUTHORITY TO DEBIT (Account Holder Info)	
Name:	Surname:
ID/Passport No:	Date of Birth:
Mobile:	Email:
Name of Bank:	Type of Account:
Bank Account No:	
Commencement of Debit Order:	
<b>Name of Account Holder:</b>	_____
<b>Signature of Account Holder:</b>	_____
<b>Signed on:</b>	_____

Initial: Student: \_\_\_\_\_

Parent: \_\_\_\_\_

### **MANDATE TO AUTHORISE DEBIT ORDER**

- 1) As an authorised signatory of the bank account (or any other account to which I may transfer) I hereby authorise The Karate Academy / authorised agent.
- 2) To debit **the affiliation fee, the grading fee and monthly training fees**, associated amounts and/or monthly instalments for the duration of the membership contract, unless paid upfront by cash or card.
- 3) I undertake to ensure that funds will be available and authorise The Karate Academy / authorised agent to resubmit the debit order on or about the 15th of the month and/or implement tracking on this account and collect funds as soon as they are available if the debit is unsuccessful.
- 4) I am aware and accept that these fees may change from time to time as per the terms and conditions of the membership contract.
- 5) If this authority is cancelled, I acknowledge that such cancellation will not automatically cancel the Contract and I/the member will remain liable for payment.
- 6) I acknowledge that the bank may charge additional fees for resubmission.
- 7) I acknowledge that I am not entitled to any refund while this authority is in force, if such amounts were legally owing to The Karate Academy.
- 8) I authorise The Karate Academy to disclose to any credit bureau any information concerning this credit profile and payment history.
- 9) The debit will appear as The Karate Academy' on the account holder's bank statement.
- 10) Should my banking details change at any time, I understand that I am required to inform The Karate Academy/authorised agent of the change so the details can be updated on the system.
- 11) I have familiarized myself with the terms and conditions of this agreement as contained in this document and the terms and Conditions of The Karate Academy will adhere thereto.

**Name of Account Holder:** \_\_\_\_\_

**Signature of Account Holder:** \_\_\_\_\_

**Signed on:** 20\_\_\_\_/\_\_\_\_/\_\_\_\_

### **TERMS AND CONDITIONS**

#### **1. Definitions:**

“**Student**” means the person applying to become a member of the SP The Karate Academy (Reg no: 2012/050877) t/a The Karate Academy also referred to and known as “TKA”;  
“**Parent or Legal Guardian**” means the Parent or Legal Guardian of the Student, who will be the contracting party in the event that the Student is under 18 years old, hereinafter referred to as “Parent”;  
“**The Karate Academy**” or “**TKA**” means SP The Karate Academy (Reg no: 2012/050877) t/a The Karate Academy, which Karate school is also referred to and known as “TKA”;  
“**Commencement date**” means the date referred to in Section C of the Application for Membership.

#### **2. The Contract:**

The Application for Membership (“Application Form”) and these Terms and Conditions (“Terms”) constitute the “Contract” between the Student / Parent and the SP The Karate Academy (Reg no: 2012/050877) t/a The Karate Academy also referred to and known as “TKA”.  
The contracting parties are The Karate Academy, duly represented by Soon Pretorius, alternatively, an authorised representative, and the Student or Parent / Legal Guardian in the event that the Student is under 18 years old.

#### **3. Commencement date:**

This agreement commences on the commencement date for the initial period of 12 (twelve) months and will thereafter automatically continue on a month to month basis until such time as the Student’s membership with The Karate Academy is terminated as provided for in paragraph 7 below.

#### **4. The Annual Affiliation Fee:**

The Annual Affiliation Fee is payable when the Student / Parent, enter into this Contract and is payable in January of every consecutive year following the commencement date.  
The Student’s Annual Affiliation Fee is non-refundable, except where the Student / Parent has exercised his/her right to cancel the Contract during the cooling-off period under paragraph 6 below.  
If this membership is cancelled for any reason whatsoever by the Student / Parent or The Karate Academy and the Student / Parent subsequently wish to re-join, then the Student / Parent will have to pay the applicable affiliation fee again. Payment of the Annual Membership Fee will activate the Student’s membership provided that the monthly training fees are paid as per the term selected in Section C of the Application Form.

#### **5. Training, Affiliation and Grading fees (“Fees”):**

No fees are refundable for any reason whatsoever, save for what is recorded in paragraph 6 below.  
A member may not withhold payment of any fees for any reason whatsoever.  
Fees will increase annually on 1 January, regardless of the date on which the Student joined The Karate Academy.

#### **6. Cooling-off period:**

There is a cooling-off period of 5 (five) business days. Should the Student / Parent wish to cancel his/her membership within 5 (five) business days of signing this Contract (excluding the day of signature), the Student / Parent must give written notice to the Karate Academy which cancellation letter must be emailed to [soon@karateacademy.co.za](mailto:soon@karateacademy.co.za) within the 5 day cooling-off period. The Karate Academy will refund all affiliation and trainings fees paid by the Student / Parent.

#### **7. Termination of Membership:**

The Student / Parent may cancel his/her membership by giving one calendar month’s notice to the Karate Academy in writing, which cancellation notice must be emailed to [soon@karateacademy.co.za](mailto:soon@karateacademy.co.za).  
The Karate Academy may cancel or suspend the Contract at its absolute discretion by writing to the Student / Parent at the email address provided on the Application Form, if:  
The Student / Parent commit a breach of these Terms; and/or  
If Student / Parent engage in any conduct which in the opinion of The Karate Academy would have a negative effect on The Karate Academy, other members or TKA staff or is detrimental to the welfare, good order or character of The Karate Academy; and/or  
The Karate Academy subsequently discover that any part of the Student’s Training, Affiliation or Grading fees are not paid in full when due and payable; and/or  
The information the Student / Parent provided to the Karate Academy is found to be incorrect and/or false; and/or  
The Karate Academy is of the reasonable view that the Student is not physically or medically fit to conduct karate training.

#### **8. Consent to Marketing:**

Occasionally The Karate Academy takes photos of training sessions or Gashukus for promotional purposes. If the Student is in a training session during this time and his/her image is captured, the Student /Parent hereby consent to The Karate Academy using such photos in its branding and marketing material as it sees fit.

#### **9. Medical Risk:**

There are risks associated with training karate, which can result in serious injury and even death. The Student / Parent accept responsibility for such risks. The Karate Academy recommend that the Student seek medical advice before he/she start a new exercise regime and that he/she always exercise to a level that is appropriate, given your knowledge of your health and any medical advice that you have obtained. The Student / Parent accept it is his/her responsibility to ensure that the Student is medically fit to exercise and will seek medical advice if the Student / Parent is unsure of any medical condition.

#### **10. Disclaimer:**

I understand and agree to the following disclaimer: To the fullest extent permitted by law, The Karate Academy, TKA Instructors or TKA Admin staff or employees shall not be liable for any loss or damage whatsoever and howsoever arising (including from any nutritional, exercise or any other advice) suffered by Student or any of his/her dependents, including (without limitation) loss or damage to person or property from a negligent act or omission of The Karate Academy, other members or guests.

#### **11. The Small Print:**

If the Student/Parent fail to pay the monthly training fees on the due date, then the Student / Parent will become liable to pay all costs in connection with the collection of the arrears, including all legal costs.  
The Student / Parent acknowledge and agree that this Contract was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that the Student / Parent fully understand it.  
The Student / Parent consent to the non-exclusive jurisdiction of the South African courts.  
The laws of South Africa apply to this Contract.  
These Terms are the only terms and conditions agreed upon between the parties and no variation or amendment will be of any force and effect unless reduced to in writing and signed by both parties.

I, the Student / Parent / Legal Guardian (if the Student is under 18 years), understand and acknowledge that the Student’s membership is subject to the terms and conditions as specified in this document and accept the medical risks and disclaimer.

Signed: \_\_\_\_\_ Signed on: 20\_\_\_\_/\_\_\_\_/\_\_\_\_  
**Student / Parent or Legal Guardian (if** **(“commencement date”)**  
**Student is under 18 years)**

Signed: \_\_\_\_\_ Signed on: 20\_\_\_\_/\_\_\_\_/\_\_\_\_  
**The Karate Academy**