



## APPLICATION FOR BANKENVELD GOLF ACADEMY

Today's Date: \_\_\_\_\_

Desired Date of Enrolment: \_\_\_\_\_

### PLAYER INFORMATION

First Name, Middle Name & Surname:

\_\_\_\_\_

Home Address:

\_\_\_\_\_

\_\_\_\_\_

Postal Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address:

\_\_\_\_\_

Referred By: \_\_\_\_\_

(Specific person/magazine/Web site/ad/other)

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Male or Female

School: \_\_\_\_\_

### FAMILY INFORMATION

Parent/Guardian (Father)/Parent/Guardian (Mother)

Name:

\_\_\_\_\_

Home Address:

\_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address:

\_\_\_\_\_

### PLAYER GOLF INFORMATION

**OBJECTIVES:** List two short-term goals and two long-term goals.

Please be specific.

Short-Term:

\_\_\_\_\_

\_\_\_\_\_

Long-Term:

\_\_\_\_\_

\_\_\_\_\_





Why are you applying to Bankenveld's program? What do you hope to gain?

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Describe how you first became involved with golf.

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### PAYMENT OPTIONS

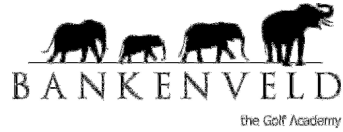
The following methods of payment are available:

1. Electronic Funds Transfers (EFT) to Bankenveld Golf Academy's banking account:
  - Bank: FNB
  - Branch: 250655
  - Account: 62327731552
  - Reference: Player's name and surname
2. Debit Order (find attached the Authorisation Letter)
3. Credit Card facilities are available at the Bankenveld Golf Club Pro Shop, situated 59 Steenberg Street, Bankenveld.
4. Cheque (made out to the Bankenveld Golf Academy).
5. Cash is not recommended, however could be used by paying the Golf Pro or the Pro Shop (please insist on a receipt).

### GOLF PACKAGES

PRODUCT	RATIO	DURATION	PRICE Per MONTH	Lessons per Week	✓ (Tick)
<b>JUNIORS (6 - 17)</b>					
Beginners	5:1	1 Hour	R360.00	1	
	5:1	30 Min	R240.00	1	
Intermediates	4:1	1 Hour	R440.00	1	
Advanced	4:1	1 Hour	R1040.00	2	
Junior Golfer	3:1	1 Hour	R1120.00	2	
<b>LADIES</b>					
Golfing Gals	5:1	1 Hour	R400.00	1	
<b>PRIVATE</b>					
Individual lesson junior	1:1	30 min	R120.00 per lesson	1	
Individual lesson senior	1:1	30 min	R120.00 per lesson	1	
Individual lesson junior	1:1	1 Hour	R180.00 per lesson	1	
Individual lesson senior	1:1	1 Hour	R180.00 per lesson	1	
Video Analysis	1:1	1 Hour	R250.00 per lesson		





## DEBIT ORDER AUTHORISATION

### A. AUTHORITY

Given by: (name of account holder):

\_\_\_\_\_

Home Address:

\_\_\_\_\_

\_\_\_\_\_

Postal Address:

\_\_\_\_\_

\_\_\_\_\_

Bank: \_\_\_\_\_

Branch or code: \_\_\_\_\_

Type of account: Current/ Savings/ Transmission

Account number: \_\_\_\_\_

This signed Authority and Mandate refers to our contract dated \_\_\_\_\_ (“the Agreement”)

I/We hereby authorize you to issue and deliver payment instructions to your banker for collections against my/ our abovementioned account at my/ our

abovementioned 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 \_\_\_\_\_ and continuing until this Authority and Mandate has lapsed or is terminated by me/ us by given you notice in writing in terms of the Agreement, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I/ We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. Such must contain a number or description, which must be included in the said payment instruction and if provided to you should enable you to identify 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.

### B. MANDATE





I/ We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had 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 necessarily cancel the Agreement. I/ We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, 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  
\_\_\_\_\_

\_\_\_\_\_

Signature as used for operating on the account





## **Terms and conditions**

This document tells you the terms and conditions of the course offered by the Bankenveld Golf Academy and are also available on our website [www.bankenveld.co.za/golf.php](http://www.bankenveld.co.za/golf.php). Please read these terms and conditions carefully before booking any course.

### **Information**

1. Information about us
  - 1.1. Bankenveld Golf Academy operates under The Golf Club Bankenveld (Pty) Ltd, registration number 2007/006934/07, a private company registered in terms of the laws of South Africa (VAT number: 4680256031).
2. **After booking a Course, you will receive an e-mail or sms from us confirming the booking (Booking Confirmation) which is when the contract between us (Contract) is formed.**
3. The Contract will relate only to those Courses whose booking we have confirmed in the Booking Confirmation. We will not be obliged to supply any other Courses which may have been part of your booking until the confirmation of booking of such Courses has been confirmed in a separate Booking Confirmation.

### **Quality**

4. Unless we are prevented from doing so by a Force Majeure Event, we will provide courses which:
  - 4.1. conform in all material respects with their description (on the site or in the Brochure);
  - 4.2. are carried out with reasonable care and skill;
  - 4.3. are fit for any purpose we say the Courses are fit for;

- 4.4. are free from material defects in design, material and workmanship;

### **Delays and problems**

5. We will make every effort to carry out the Course(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the Courses as soon as reasonably possible, and in the event we have to cancel a Course you will be offered a place on an alternative Course or a full refund.
6. We may have to suspend a Course if we have to deal with technical problems, or to make improvements to the Course. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
7. We reserve the right to modify a Course due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.

### **Complaints**

8. In the unlikely event that the Course(s) do not conform to these terms and conditions, please let us know as soon as possible by telephone, email.
9. We may then, at our option:
  - 9.1. provide you with a full or partial refund, depending on what is reasonable; or
  - 9.2. offer you a place on an alternative Course.

### **Intellectual property rights**

10. The copyright, design right and all other intellectual property rights in the Brochure, and any other materials and other documents or items that we





prepare or produce in connection with the Courses are either licensed to or belong to us absolutely.

### Price and payment

11. The price of any Courses will be as quoted on our site and in our Brochure from time to time, except in cases of obvious error. These prices include VAT.
12. Prices are liable to change at any time, but changes will not affect Courses in respect of which we have already sent you a Booking Confirmation.
- 13. Payment for Courses are payable monthly in advance.**
- 14. Once-off or ad-hock lessons are payable prior to the lesson.**
- 15. Membership to the Bankenveld Golf Club and rounds of golf are excluded except where specifically included in the golf package.**

### Cancellation

16. To cancel a Contract, you must inform us in writing, by telephone or by email. If this cancellation is made after the Course begins you must stop your child(ren) from attending any remaining sessions of the Course.

### Refunds

17. When you cancel a Course booked with us:
  - 17.1. if this is done any time after the Booking Confirmation is sent but before 10 days from the start of the Course, we will refund the price of the Course in full or;
  - 17.2. if this is done at any time between the date 10 days before the start of the Course detailed in the Booking Confirmation, and before the Course begins, we will refund 50% of the price of the Course to you;

**18. If the Course is spread over a number of months and paid monthly, you can cancel the Course:**

**18.1. if this is done 21 days prior to the end of the month in which you intend to cease attending the Course, the Contract will be cancelled without further payments;**

**18.2. if this is done less than 21 days to the end of the month in which you intend to cease attending the Course, the amount due by you for the following month will remain payable and the contract will only cease in the month thereafter.**

19. In either event we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.
20. If you cancel a Course because you claim that the Course is not of an acceptable quality, we will make investigations and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund or not.
21. We will usually refund any money received via EFT (Electronic Funds Transfer).

### Limitation of Liability

22. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Course you booked and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your booking is accepted by us.





#### Transfer of rights and obligations

23. The Contract between you and us is binding on you and us and on our respective successors and assigns.
24. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
25. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### Events outside our control

26. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control (Force Majeure Event).
27. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.
28. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.
- 29. In the event of rain disrupting the lessons and the Course is of such nature that no part thereof can be conducted in-doors, the class will be postponed.**
- 30. The new date identified on which the postponed class will be conducted will be no later than 14 days from the date when the original class was scheduled.**
- 31. We will attempt to accommodate all parties involved when re-scheduling a postponed class, however determining the date will entirely be our decision and in no manner will such an event effect the terms and conditions of the Contract.**

#### Waiver

32. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
33. A waiver by us of any default shall not constitute a waiver of any subsequent default.

#### Severability

34. If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### Entire agreement

35. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.
36. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities





37. You will be subject to the policies and terms and conditions in force at the time that you book Courses with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).

Law and jurisdiction

38. The Contract will in all respects be governed by and construed under the laws of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Player

