



TERMS AND CONDITIONS OF ENROLMENT

The information set out in these Terms and Conditions describes how our relationship works. When You enrol the Pupil with the Studio, or in any way utilise any services offered by the Studio, **You are deemed to have read, understood and agreed to these Terms and Conditions.** Should You not agree to these Terms please do not submit the Application for Enrolment. **Submission of the Application for Enrolment and/or participation implies acceptance of the Terms and Conditions.**

Important clauses that limit the Studio's responsibility or involve some risk for You may be in bold and You must pay special attention to these clauses. Queries must be made in writing to: mpope@telkomsa.net

1. DEFINITIONS

Defined terms used in these Terms and Conditions will begin with a capital letter and have the meanings set out below:

- 1.1. **"Application for Enrolment"** means the application for enrolment of the Pupil to which these terms and conditions are attached;
- 1.2. **"Business Day"** means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;
- 1.3. **"Business Hours"** means the hours between 08h00 and 17h00 on a Business Day;
- 1.4. **"CPA"** means the Consumer Protection Act 68 of 2008;
- 1.5. **"Effective Date"** means the date on which You receive confirmation of acceptance of the Pupil's Application for Enrolment;
- 1.6. **"Personal Information"** means information that identifies or relates specifically to You and/or the Pupil;
- 1.7. **"Pupil"** means the child/student whose details were completed on the Application for Enrolment;
- 1.8. **"Services"** means dancing teaching and/or training to be provided to the Pupil as requested by You and agreed to by Us;
- 1.9. **"Studio"** means Michele Pope's Studio of Dance, whose address and contact details are available on the Studio's Website;
- 1.10. **"Studio's Website"** means www.michelepopedance.co.za;
- 1.11. **"Terms and Conditions"** means these terms and conditions as set out herein;
- 1.12. **"We", "Us", "Our"** means the Studio.
- 1.13. **"You"** means the parent/s and/or guardian/s of the Pupil and/or the Pupil as applicable.

2. COMMENCEMENT AND DURATION

- 2.1. The agreement by and between the Studio and You shall commence on the Effective Date.
- 2.2. Places in all classes are limited and will be allocated on a first come, first served basis. If a class is oversubscribed, applicants/Pupils (as applicable) may be placed on a reserved list or offered a place on a later date.
- 2.3. The agreement shall be for 24 (twenty four) months from the Effective Date, unless cancelled by You on 20 (twenty) business days' notice in writing to the Studio. Should You cancel the agreement prior to expiry thereof, You shall be liable for a reasonable cancellation penalty, which You agree shall be equal to 1 (one) school term's notice (ie: 3 (three) month's notice) in respect of the Services.
- 2.4. The Studio shall notify You in writing of:
 - (a) the impending expiry date of the agreement, not more than 80 (eighty) and not less than 40 (forty) business days before the expiry date;
 - (b) material changes that would apply if the agreement is to be renewed or may otherwise continue beyond the expiry date; and
 - (c) that on expiry of the fixed term of the agreement, it will be automatically continued on a month to month basis, subject to any material changes of which We have given You notice, unless You expressly instruct Us to terminate the agreement on the expiry date or agree to a renewal of the agreement for a further fixed term.

- 2.5. The Studio may cancel the agreement 20 (twenty) business days after giving written notice to You of a material failure by You to comply with the agreement, unless You have rectified the failure within that time.

3. FEES

- 3.1. You will be liable for the fees applicable to the Services provided to the Pupil. Fees shall be determined from time to time by the Studio and are payable in advance, either quarterly or monthly as selected on the Application for Enrolment. Applicable fees shall be communicated to You from time to time.
- 3.2. You may elect to pay the fees as follows:
 - (a) Monthly in advance via debit order; or
 - (b) Termly in advance via debit order.
- 3.3. You agree to a debit order for the monthly or termly fee to be deducted from Your bank account.
- 3.4. Should you elect to pay monthly, the fees shall be levied monthly in advance and deducted via debit order before the end of the month immediately prior to the month in respect of which the fees are levied (12 payments per annum).
- 3.5. Should you elect to pay the fees termly, the fees shall be levied termly and deducted via debit order within the first month of the school term (4 payments per annum).
- 3.6. Fees for the month of January of any year shall be deducted via debit order on or about the 18th of December.
- 3.7. You certify that You are the holder of the credit card, or an authorised signatory on the bank checking account details on the debit order form.
- 3.8. Any cancellation of debit order requests must be made in writing to mpope@telkomsa.net.
- 3.9. If a direct debit is returned unpaid by the financial institution You will be responsible for the payment of the debt plus any return fees and administrative / dishonor fee incurred by the Studio
- 3.10. The Pupil's enrolment with the Studio will only be secured once a debit order has been set up and confirmed as per 3.2(a) or 3.2(b).
- 3.11. Should any payment not be received on due date and not be received with 48 (forty eight hours) of written notice thereof, the Studio shall be entitled to, at its sole discretion, to suspend the Pupil's enrolment for so long as the payment remains overdue.
- 3.12. Fees shall increase annually as determined by the Studio. The Studio shall give You no less than 1 (one) calendar month's written notice of any fee increase.

4. SERVICES

- 4.1. The Studio reserves the right to determine the times when and the days on which lessons are given and to change the venue at which the lessons are given, from time to time on reasonable notice to You.
- 4.2. Classical ballet and modern dance class dress regulations shall be adhered to at all times during any Studio activity.
- 4.3. The Studio shall be entitled at its sole discretion to withdraw any Services at any time giving 20 (twenty) business days' notice.

5. PERMISSIONS

- 5.1. You understand and agree that the Pupil may be entered for qualifying examinations from time to time and hereby consent thereto, agreeing to pay for any applicable examination fees upon written request therefor.
- 5.2. You give the Studio permission to use and publish photographs and/or videos that may be recorded by the Studio from time to time, in which the Pupil may be seen.
- 5.3. If you are not the Pupil's parent or guardian, You confirm that you have made such parent or guardian fully aware of his/her participation in the Services and of the Terms and Conditions applicable thereto.

6. PRIVACY AND PERSONAL INFORMATION

- 6.1. The Studio may need to provide, collect, use, store or process Personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPI"), and You hereby authorise such

collection, use, storage and processing where deemed necessary by the Studio. This shall be done in accordance with the provisions of POPI, to the extent that it is necessary for the purposes of the Terms and Conditions and in accordance with lawful and reasonable instructions of the person to whom the personal information relates.

6.2. The Studio is required by law to protect Your personal information and Your privacy is important to Us. The Studio undertakes:

- (a) not to use or disclose to third parties, Your Personal Information for any other purposes than that which the Studio discloses to You, unless You give the Studio your express written permission to do so, or the Studio is required by law to do so; and
- (b) to delete or destroy all personal information that has become obsolete.

7. LIMITATION OF LIABILITY

- 7.1. The limitation of liability set out below does not limit any of the Studio's obligations to You in terms of the CPA, as applicable.
- 7.2. You acknowledge, on behalf of the Pupil that **You assume all risks associated with the Pupil's enrolment with the Studio**, whether at the Studio's premises, other premises or while being conveyed to or from the Studio's premises or other premises.
- 7.3. You indemnify the Studio, its representatives and/or agents, including property owner and coaches/educators against liability for any claim, loss or damage of any kind that may arise whatsoever, including death of or injury to the Pupil, including consequential loss, arising from or occasioned by the Pupils enrolment with the Studio.
- 7.4. The Studio shall not be liable to You for any breach or delay in the provision of the Services, arising out of any cause beyond its reasonable control, whether or not foreseeable.

8. ELECTRONIC COMMUNICATION

- 8.1. You agree to receive electronic communication from the Studio. If you no longer wish to receive such communication please advise the Studio in writing to mpope@telkomsa.net.
- 8.2. Any electronic communication sent to You will be regarded as having been received by You upon being sent by the Studio.
- 8.3. The Studio takes reasonable steps to protect your personal information and maintain confidentiality, but does not guarantee the security of any information You transmit to the Studio electronically, which shall be at Your own risk.

9. BREACH OF CONTRACT

- 9.1. If You fail to pay any amount due to us on due date or breach any of the Terms and Conditions, and fail to remedy such breach within 20 (twenty) business days after receipt of notice to that effect from the Studio, the Studio shall be entitled without prejudice to its rights in law or in terms of the Terms and Conditions to:
 - (a) terminate this agreement and claim damages without further notice or demand; and/or
 - (b) suspend or terminate the Services to the Pupil for such period as the Studio shall in its sole discretion determine to be suitable, taking into account the seriousness of the breach.
- 9.2. **You shall be liable for all costs** incurred by the Studio in the recovery of any monies hereunder including collection charges, tracing agent's fees and attorney and own client costs, whether incurred prior to or during the institution of legal proceedings, or if judgment has been granted, in connection with the satisfaction or enforcement of any such judgment, as well as the Studio's reasonable administration charges incurred in attempting to collect the debt prior to handover to our attorney.
- 9.3. In the event of the Studio terminating the agreement with You in terms of 9.1(b), the Studio shall in addition to any damages it may be entitled to claim from You, be entitled to payment of one month's notice as penalty.

10. NOTICES

- 10.1. We elect as our address for all purposes regarding the Terms and Conditions the following address: 35 Manors Road, Padfield Park.
A copy of any correspondence sent to our address above, must also be sent to our email address mpope@telkomsa.net.
- 10.2. You elect as Your address for all purposes regarding the Terms and Conditions, the address submitted in your application for enrolment with the Studio.
- 10.3. Either party will be entitled from time to time by written notice to the other party to change his/her/its respective domicilium addresses to

any other address within the Republic of South Africa, provided that the addresses shall always be a street address at which the service of legal processes can be effected.

10.4. Any notice which:

- (a) is delivered by hand at the addressee's street address domicilium shall be deemed to have been received by the addressee at the time of delivery; or
- (b) is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the domicilium shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting; or
- (c) if transmitted by email to the addressee at the domicilium shall be deemed to have been received by the addressee on the date of transmission or, if the transmission is made out of normal business hours, on the first business day following after the date of transmission.

11. GENERAL

- 11.1. Other than as expressly provided in the Terms and Conditions, all warranties, conditions and other terms, whether express or implied are hereby excluded, to the extent permitted by law.
- 11.2. The parties consent to the jurisdiction of the Magistrates' Court notwithstanding the fact that such action or proceedings may be beyond the jurisdiction of such court. This clause shall constitute the necessary written consent granting jurisdiction to the Magistrate's Court in terms of Section 45 of the Magistrates' Court Act 1944, as amended. The Studio shall also be entitled, but not obliged, to bring any action or proceeding in any other court.
- 11.3. Each and every term of these Terms and Conditions must be read as separable from the other Terms and Conditions. Should any court or qualified authority find that any of the terms are invalid or unenforceable, the other terms and conditions will remain valid and enforceable, despite any invalidity or unenforceability of an individual term.
- 11.4. The failure of any party to require performance of any provision of the Terms and Conditions at any time, shall not affect the right of such party to require performance of that provision or of any other provision in the future. No waiver by either party with respect to a breach of any provision of the Terms and Conditions shall be construed as a waiver with respect to any continuing or subsequent breach of that provision, or as a waiver of any other right in the Terms and Conditions.
- 11.5. You shall not cede or assign or in any other manner transfer any of your rights or obligations under the Terms and Conditions without the Studio's prior written consent, which consent shall not unreasonably be withheld. **The Studio shall be entitled to assign or otherwise delegate all or any of its rights or obligations under the Terms and Conditions to any person on prior notice to You.**
- 11.6. The Terms and Conditions are subject to, where applicable, the provisions of the CPA and any terms that are in conflict with any of the compulsory provisions of the CPA will be deemed to have been amended so as to comply with the provisions of the CPA.
- 11.7. The Studio shall not be liable for any breach of Our obligations under the Terms and Conditions where the Studio is hindered or prevented from carrying out our obligations by any cause outside our reasonable control.
- 11.8. You warrant that you have the contractual capacity to enter into this agreement with the Studio and We reserve the right to treat all misrepresentations by You as a fraud and You indemnify the Studio against any loss or damage that we may sustain resulting from such misrepresentation.
- 11.9. The Studio reserves the right to vary or amend the Terms and Conditions from time to time. All amendments to the Terms and Conditions will be uploaded to the Studio's Website and will become effective upon such changes being uploaded. **It is Your obligation to check these Terms and Conditions from time to time for amendments and/or updates.**