



**DM DANCE MIDRAND**

DANCE QUERIES-TAMRA-0828597352

**REGISTRATION FEE-R80**

info@dmdanceco.com

**ACCOUNTS: VAL-0824672842**

midrand@dancemouse.co.za

**ENROL ON-LINE:www.dmmidrand.com**

## ENROLMENT FORM

<b>DETAILS OF DANCER</b>		<b>DATE STARTED</b> _____	
SURNAME			
FIRST NAMES			<b>BOY OR GIRL-</b>
DATE OF BIRTH		<b>AGE &amp; GRADE</b>	
SCHOOL		<b>UNIFORM SIZE SEE 4.4 IN T&amp;C'S</b>	
DANCE UNIFORM OPTIONS-Please circle	<b>DELUXE    STANDARD    BASIC</b> SEE WEBSITE FOR DETAILS	<b>DIVISION: BALLET OR OTHER</b> (CHOOSE FROM BELOW)	

**DIVISIONS: DM TOTS (15MTHS-35MTHS)/ DANCE MOUSE GR 000-0 (MIXED STYLES)  
DANCE MADNESS GR 1-7 (MIXED STYLES)/BALLET GR 000-7**

<b>PERSON RESPONSIBLE FOR THE ACCOUNT</b>					
SURNAME					
FIRST NAMES					
ADDRESS:	<b>HOME</b>				
			<b>CODE</b>		
NAME OF EMPLOYER:					
ADDRESS:	<b>WORK</b>				
			<b>CODE</b>		
TELEPHONE NUMBERS		<b>HOME</b>		<b>WORK</b>	
		<b>CELL MOM</b>		<b>DAD</b>	
WHATSAPP NO					
EMAIL ADDRESS	<b>MOM</b>		<b>DAD</b>		
IDENTITY NO					
<b>NAME AND TELEPHONE NO OF RELATIVE (NOT LIVING WITH YOU)</b>					

## TERMS AND CONDITIONS

1. **These terms and conditions and the enrolment form to which these terms and conditions are attached must be completed in full and returned to our offices.**

### 2. Definitions

In these terms and conditions any reference to:

2.1 "We", "Us" or "Our" shall mean Dance Mouse, our employees and our agents.

2.2 "You" or "Your" shall mean the Dancer's parents, the person indicated on the enrolment form as being responsible for payment and/or the person who has signed these terms and conditions.

2.3 "Dancer" shall mean the person indicated as the dancer on the Enrolment Form.

2.4 "Consumer Protection Act" shall mean the Consumer Protection Act, 68 of 2008.

### 3. Duration

3.1 This agreement is valid for the period as indicated below and will commence on date of first class attended of the agreement, subject to paragraph 3.

Year/s: \_\_\_\_\_ Term 1: \_\_\_\_\_ Term 2: \_\_\_\_\_ Term 3: \_\_\_\_\_ Term 4: PRIVATE IS 3 TERMS PUBLIC IS 4 TERMS

### 4. Payment

4.1 You shall be liable for a non-refundable enrolment fee. Once off- SEE 4.4 FOR MORE DETAILS

4.2 We shall confirm the enrolment fee payable for the Dancer in writing prior to enrolment.

4.3 The registration fee is payable by all new students in advance and must be paid in full before the Dancer will be allowed to participate in the classes.

4.4 FEE STRUCTURE FOR PRIVATE AND PUBLIC PRE-PRIMARY AND PRIMARY SCHOOLS WILL BE INDICATED ON THE AREA WEBSITE- TERMLY FEES ARE INVOICED BUT

YOU CAN PAY MONTHLY IF YOU DIVIDE BY THE TERMS THAT THE SCHOOL RUNS. JUST DECEMBER'S YOU NEED TO SETTLE BY THE 10<sup>TH</sup> OF DECEMBER.

The Dance uniform can take up to 3-4 weeks for delivery depending on stock. It is the parents responsibility to contact the franchisee should they not receive the kit within one month after payment. Parents must receive a

copy of the delivery note in the bag. **Uniform packs will only be delivered once full payment of the invoice has been made. Dance uniform pricing is indicated via the website, via whatsapp or via email-**

**UNIFORMS CATEGORIES ARE DELUXE, STANDARD & BASIC-BALLET IS DELUXE & STANDARD ONLY! UNIFORM TO DANCE IS COMPULSORY.**

**UNIFORM SIZES ARE IN THE FOLLOWING AGES- 1-2, 2-3,3-4,5-6,7-8,9-10,11-12,13-14,SMALL, MEDIUM, LARGE, EXTRA LARGE. UNIFORM NOT PURCHASED INCURRS A FEE OF R140.**

4.5 Fees are as follows and are subject to an annual increase of 10%; Fees for each term are payable in advance via EFT unless otherwise agreed with us.

4.7 You are required to furnish us with proof of payment via email or SMS, failing which we shall assume that payment has not been made.

### 5. Obligations

5.1 We shall endeavour to provide the Dancer with exposure to the following dance training and dance forms: Depending on the choices of the majority of the class.

Ballet Basics, Modern Basics, Body Conditioning & Pilates technique training, Proprioception skills programme and Silk Training for strength and stretching.

5.2 We shall also introduce the Dancer to the following dance genres:

Modern, Jazz, Afro-fusion, Freestyle, Hip Hop, Rock 'n Roll, Latin American Basics, Disco, Break Dancing Basics, Tap and Cheerleading.

5.3 We shall teach the Dancer to protect, strengthen and stretch his/her body.

5.4 We shall strive to make the Dancer aware of his/her own body, its limitations and its strengths.

5.5 We shall provide the dancer with a wide platform for expression and development and encourage the Dancer to enjoy dance, and at the same time strengthen his/her body and in doing so prevent injuries.

5.6 We shall provide our instructors with continuous training and development and undertake to upgrade and improve the syllabus every alternate year.

5.7 You will be provided with at least one newsletter per term which will keep you informed about assessments and fun days.

5.9 We will correspond with you via email and in the event that you change your email address, it will be your responsibility to ensure that you provide us with an updated email address.

### 6. Service

6.1 DM DANCE is not responsible for any orders taken outside the service that DM DANCE offers, ie: Dvd orders/photographs ordered at performances. This is at your own risk.

6.2 On signing this form you give permission at your own risk for your dancer/s to have photographs or be filmed for videos/TV or for our website & social media. On signing this form you give permission for us to enrol your

dancer named on this form on our website. Consent is also then given to use parent and dancers name on the internet. When you enrol on-line you will receive a confirmation email.

6.3 Incorrect names on certificates will not be changed after the deadline date communicated on the website.

6.4 Dancers missing more than 5 lessons may not be able to participate in the showcase/festival.

6.6 The DM Dance Midrand website may not phone friendly and computers need to be used to access the information correctly on the website.

### 7. Cost

7.1 In the event you breach any obligation under this agreement, and we deem it necessary to engage the services of a registered debt collector to recover any payments which may be due or payable, you shall be liable for:

4.1.1 Tracing agent fees (if required);

4.1.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act;

4.1.3 Collection Commission in the amount of 10% on each instalment paid to the debt collector or paid directly to us following hand-over of the matter to the debt collector, provided that the collection commission

charged shall not exceed the statutorily prescribed maximum amount.

7.2 In the event you breach any obligation under this agreement, and we deem it necessary to engage the services of an attorney to enforce our rights (including the right to receive payment), you shall be liable for:

7.2.1 Tracing agent fees (if required);

7.2.2 The attorney's costs on an attorney and own client scale;

7.2.3 Collection Commission in the amount of 10% on each instalment paid to the attorney or paid directly to us following hand-over of the matter to the attorney, provided that the collection commission charged shall

not exceed the statutorily prescribed maximum amount.

7.3 Our attorney or debt collector (as the case may be) shall on receiving a payment from you, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards

fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to us and finally towards the capital amount due to us.

### 8. Jurisdiction

8.1 You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against us or you; provided that either party shall be entitled to bring any proceedings in the High Court

where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

### 9. Breach

9.1 In the event that you fail to make payment before the start of the term and we enforce this agreement, you shall be liable for a R130.00 administration fee and you will also be charged interest at a rate of 15.5% per year on

all fees which are paid after the start of the term.

9.2 I understand that I am fully responsible for my account. I understand that I am given 30 days in which to settle my account.

9.3 Please note that if payment is not made within 90 days, the account will be handed over to our attorneys for collections

9.4 You will be held liable to pay any collection and/or attorney fees on the Attorney Own Client scale.

9.5 A dancer may not continue into the next term if fees for the previous term have not been paid, unless a written arrangement has been made between yourselves and DM DANCE.CO.

9.6 Fees not paid within the first month of the term dancers will not be permitted to continue lessons until fees are paid and up to date

### 10. Injury

10.1 You understand that the Dancer may be required to physically exert himself/herself.

10.2 You understand that due to the nature thereof, injuries may occur and may vary from being minor to being fatal.

10.3 You are aware that the following specific injuries are not uncommon to persons who participate in dancing professionally or recreationally: A stoppage of breathing; spine and neck injuries (either of which could result in

paralysis); heart failure; broken bones; heat stroke; heat exhaustion; a stroke; bleeding; convulsion; unconsciousness; abrasions; fainting; sudden illness; cramps.

10.4 You understand that this list of injuries is not comprehensive, but you confirm that you now understand the type of injuries that could occur.

10.5 You hereby indemnify and hold us harmless against any claims resulting from death, injury or losses which the Dancer may incur in terms of the services rendered in this agreement, except in the event of gross negligence

on our part as in accordance with the Consumer Protection Act.

### 11. TERMINATION

11.1 We shall, for any reason whatsoever, be entitled to terminate this agreement on 7 (seven) days written notice of our intention to terminate the agreement, delivered by email to the email

address indicated on the enrolment form or by registered mail to your postal /physical address as indicated on the enrolment form. You will be pro rata reimbursed for the remainder

period of the term.

11.2 **If you wish to terminate this agreement, you shall be required to give 60 Days WRITTEN NOTICE as per CPA requirements. Notice may not be given in the last term.**

**PLEASE NOTE TEACHERS DO NOT DO ENROLMENTS OR CANCELLATIONS.**

11.3 You will be liable for a 20% penalty fee of the total amount for such term due to your failure to give sufficient notice in terms of paragraph 11.2.

### 12. Notice

12.1 Should you give a terms notice to terminate this agreement and return, you have the option to purchase the clothing and a re-enrolment fee will be charged.

### 13. Showcase/Festival/ Concert/Graduation and Terms

13.1 13.1 Festival/ Showcases/Concerts/Graduation for Tots- shall be carried out in October/November and Dancers will receive, certificate and medal for their hard work.annually. **THESE EVENTS ARE COMPULSORY to display and perform the years hard work. Any dancers that do not come to the event will receive a participation certificate & medal in class. THE FESTIVAL IS NOT COMPULSORY FOR PRIMARY BALLET DANCERS AS THEY DO A BALLET EXAM AS WELL.**

13.2 **PRIMARY BALLET EXAMS ARE COMPULSORY TO MOVE TO THE NEXT LEVEL. FEES WILL BE COMMUNICATED VIA THE WEBSITE, WHATSAPP GROUPS OR EMAIL.**

**SHOWCASE IS FOR PRE-PRIMARY AND FESTIVAL FOR PRIMARY SCHOOLS.** An additional fee will be payable for A SHOWCASE/CONCERT/ ASSESSMENT /GRADUATION

FEE together with your 3rd term fees. An Annual increase is applied to the Showcase/ Concert/Festival /Graduation fee.

Newsletters are sent termly and periodically throughout the regarding events of all information regarding the Showcase/Festival. **Should you not receive information it is your responsibility to contact us to inform us. We do not take responsibility if you do not receive the information. Should you change numbers or take yourself off the group it is your responsibility to let us know.**

13.3 **Terms for students from Public Schools are as follows: Term 1 – January, February, March; Term 2 – April, May, June; Term 3 – July, August, September; Term 4 – October, November, December. A term is 8-9 lessons**

13.4 **Terms for students from Private Schools are as follows: Term 1 – January, February, March, April; Term 2 – May, June, July August; Term 3 – September, October, November, December. A Term is 10-11 lessons.**

### 14. Attendance

14.1 Fees shall not be reimbursed or reduced as a result of classes not taking place on public holidays or school holidays.

14.2 Fees shall not be reimbursed should a learner be absent for any reason whatsoever.

14.3 In the event that an instructor is unable to attend a class for any reason whatsoever, prior written notice within a reasonable time will be sent out to reschedule the class for a Saturday morning or any alternative day which is convenient to us.

### 15. General

15.1 You furthermore agree that the aforementioned physical address shall serve as your *domicilium citandi et executandi* for the service of correspondence, notices and all legal process.

15.2 This agreement shall be deemed to have been entered into in South Africa and the construction, validity and performance of this agreement shall be governed in all respects by the law of South Africa.

15.3 No modification, alteration or amendment of any provisions (including this clause) contained herein shall be valid or binding unless in writing executed by you and us.

15.4 In the case of lock down, classes will resume on-line. Therefore services will continue and we still require a 60 days written notice period of cancellation to discontinue lessons.

15.5 Disclaimer (Including POPI and CPA provisions)

YOU AS RECEIVER OF THIS ELECTRONIC DOCUMENT/ DATA MESSAGE,

BEAR THE ONUS TO READ THIS DISCLAIMER Information contained herein is strictly confidential and solely intended for the person/entity that it is addressed to. Unauthorized distribution /use of this electronic mail/data message is strictly forbidden. DM Dance CC t/a Dance Mouse/Dance Madness, nor any of its subsidiaries, associated or affiliated, companies, employees, or its agents, shall not be responsible, nor liable for any costs (including legal costs), losses or damages, whether such damages are direct, indirect, consequential or take place in any other form, which are caused by incomplete transmission of data, disrupting programs or features, viruses,

## HEAD OFFICE CONTACT DETAILS

Email: [info@dmdanceco.com](mailto:info@dmdanceco.com) • 082 3877771 • 0828597352

malware, key loggers, unauthorized monitoring, interception, packet sniffing, disrupting source codes, meta tagging, third party websites, phishing sites, or any other disabling / destructive forms of data sent or received. Any electronic mails/data messages that are unrelated to the official business activities of DM Dance CC t/a Dance Mouse/Dance Madness, or any of its associated divisions, shall not be considered to be endorsed nor ratified by it. No contractual obligation shall be formed in

any manner unless it is approved by the directors of DM Dance CC t/a Dance Mouse/Dance Madness, or any of its associated divisions. In the event you receive this mail in error, kindly contact the sender immediately to allow the sender to take the appropriate action. This disclaimer and all procedures of DM Dance CC t/a Dance Mouse/Dance Madness, or any of its associated divisions, including but not limited to invoicing and administering user's accounts are subject to the provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") and the Consumer Protection Act 68 of 2008 ("CPA"), where applicable. For more information relating to DM Dance CC t/a Dance Mouse/Dance Madness's, or any of its associated divisions, franchises, privacy policy, please visit DM Dance CC t/a Dance Mouse/Dance Madness's website for access to the Website, Cookies and POPI Policy.

By signing this form you give DM Dance Company/ Midrand permission to transfer your and your dancers details to third parties related or employed by DM Dance Company. ie printing companies, other enrolled DM Dance parents, whatsapp groups, instructors, debt collectors, IT specialists, the school your dancer is enrolled in. The dancers information will be used on certificates, reports, programs for shows, concerts, festivals, costume lists, class lists or registers, emails, whatsapp, photographers for photos or videographers & social media. However we cannot take photos or videos of dancers in class and if we do on the odd occasion we will then take them from the back to protect their identities.

I \_\_\_\_\_, the parent of \_\_\_\_\_ have read and accept the above terms and conditions.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature: \_\_\_\_\_