



DANCE MOUSE WAVERLEY

www.5678productions.co.za

www.dancemouse.co.za

waverley@dancemouse.co.za

ACCOUNTS Claire -waverley@dancemouse.co.za

DANCE QUERIES-Claire-0832262871

ENROLMENT FORM

DETAILS OF DANCER		DATE STARTED _____	
SURNAME			
FIRST NAMES	BOY OR GIRL-		
DATE OF BIRTH		AGE & GRADE	
SCHOOL		CLOTHING SIZE	
DANCE GEAR OPTIONS-below 4.4	DELUXE	STANDARD	BASIC
	SEE WEBSITE		FOR DETAILS

Dance Day: Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday ___

PERSON RESPONSIBLE FOR THE ACCOUNT			
SURNAME			
FIRST NAMES			
ADDRESS:	HOME		
			CODE
NAME OF EMPLOYER:			
ADDRESS:	WORK		
			CODE
TELEPHONE NUMBERS	HOME		WORK
	CELL Mom/Parent1		DAD/PARENT 2
WHATSAPP NO			
EMAIL ADDRESS (CLEARLY PLEASE)	MOM/PARENT 1		DAD/PARENT 2
IDENTITY NO			
NAME AND TELEPHONE NO OF RELATIVE (NOT LIVING WITH YOU)			

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: _____
- 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 enrolment 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 VIA SEPARATE SLIP OR DOCUMENT**
- The Dance kits 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. **Packs will only be delivered once full payment of the invoice has been made**
- 4.5 Fees are as follows and are subject to an annual increase of 10%:
- 4.5.1 **Grade _____ -Private / Public school terms _____ per week)- pay for lessons within the term only! SCHOOL _____**
- 4.6 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.
- 4.8 In the event that we agree to receive your payment by cash or cheque, we shall provide the Dancer with an envelope for your payment.
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 a term programme which will highlight and explain all the special routines and related activities every student will be taught, including the benefits and development aspects thereof.
- 5.8 You will be provided with at least one newsletter per term which will keep you informed about assessments and fun days.
- 5.9 You 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 Dance Mouse is not responsible for any orders taken outside the service that Dance Mouse offers, ie: Dvd orders/photographs ordered at performances. This is at your own risk. On signing this form you give permission at your own risk for your dancer/s to have photographs or be filmed for videos/TV.
- 6.2 Incorrect names on certificates will not be changed after the deadline date
- 6.3 Dancers missing more than 5 lessons may not be able to participate in the showcase/festival.
7. **Costs**
- 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.
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 cramp; 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 21 Days written notice as per CPA requirements. Notice may not be given in the last term.**
- 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 R120.00 re-enrolment will be charged.
13. **Showcase and Terms**
- 13.1 Festival/Showcase shall be carried out in November and Dancers will receive a report card, certificate and medal.
- 13.2 **An additional fee in the amount of R_____ will be payable for A SHOWCASE/CONCERT AND ASSESSMENT FEE together with your 3rd term fees. An Annual increase is applied to the Showcase/ Concert.Festival 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.
- 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.

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

Signed at _____ on this the _____ day of _____ 20_____.

Signature: _____

This is a POPIA disclaimer as all emails need to adhere to the Act from 1 July 2021.

As we all know the compliance due date for the Protection of Personal Information Act, 4 of 2013 ("POPIA"), being 30 June 2021. This deadline brings a few changes.

One of these changes is that the administrators of DM Dance Waverley will be required to obtain your consent for being part of our distribution email list. As such, you are herewith notified that you are entitled to refuse such consent and you may exercise such a right by informing us that you no longer require our information.

Should you elect to remain on our data base for updates, emails, invoices, video's and information it will be accepted that you have consented to being a part of our distribution list and to your personal information (being your name, surname, cell phone number, email address and requested information by us are being used. All emails are sent via BCC so no other 3rd party will have access to your email address.

Should you decide to opt out - please mail us.

Thank you