DANCE MOUSE BOKSBURG CC.
T/A DM TOTS BOKSBURG
1991/015676/23

www.dmboksburg.com
boksburg@dmtots.co.za

Stacey (Franchise Owner) 072 303 7611
Nicky (Admin Assistant) 060 797 9613

ENROL ONLINE
www.dmboksburg.com

2020 DM TOTS ENROLMENT FORM

15 months—35 months: 1 x 20 minute class weekly = R510.00 per term / R170.00 per month*

* DM Dance Company closes for the school holidays & therefore invoices per public school term ONLY (4 terms of 3 months each). 3 x monthly payments can be made to pay the term off. Pro-rata rates of R50,00 per lesson apply to mid-term enrolments. Classes will commence from the 3rd of February 2020—Pro-rata rates will apply for the remainder of Term 1 (February & March).

Banking Details (PLEASE SAVE)
Name: Boksburg Dance Mouse cc
Bank: First National Bank
Branch Code: 250655
Account Number: 62659813507
Reference: YOUR unique statement reference code (please submit enrolment to receive your unique code)

A once-off non-refundable enrolment fee is applicable (not applicable to 2019 returning students) & includes DM Tots branded gear. Please select desired pack:

- ☐ 2019 RETURNING STUDENT—No enrolment fee applicable
- ☐ BASIC—Includes DM Tots shirt = R175,00
- ☐ STANDARD—Includes DM Tots shirt + shorts = R325,00
- ☐ DELUXE—Includes DM Tots shirt + bottle + bag + DM Tots SNUGGLES teddy = R420,00

DETAILS OF DANCER

SURNAME | DATE OF BIRTH | AGE
FIRST NAMES | LANGUAGE
SCHOOL | DANCE GEAR SIZE ☐ 1—2 yrs ☐ 2—3 yrs ☐ 3—4 yrs ☐ 4—5 years
MOM'S NAME | BOY | GIRL
CONTACT NO.
DAD'S NAME
CONTACT NO.
ALLERGIES OR ANY MEDICAL CONDITIONS

PREFERRED CONTACT NO. FOR ***ALL*** CORRESPONDENCE DONE VIA WHATSAPP

PERSON RESPONSIBLE FOR ACCOUNT (PLEASE READ TERMS & CONDITIONS OVERLEAF CAREFULLY)

SURNAME | CELL NUMBER
FIRST NAMES | WORK NUMBER
ID NUMBER | HOME NUMBER

E-MAIL ADDRESS

ALTERNATIVE E-MAIL

HOME ADDRESS

CODE:

☐ ☐ PLEASE TURN OVER & SIGN TERMS & CONDITIONS

What is DM Tots? DM Tots is a NEW programme in South Africa and introduces toddlers to the world of dance!

Group Class Structure: Warm-Ups, proprioception, rhythm, music, direction, all-round body muscular development, strengthening and DANCES!

Includes: Fun music, props, liquid and instruments.

Enhances: Brain patterning, gross motor stimulation, mid-line development, balance skills, co-ordination, social skills and MUCH MORE!

www.dmtots.co.za

TERMS AND CONDITIONS

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.

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: 2020 Public Schools:- Term 1: 15/01/2020—20/03/2020 Term 2: 31/03/2020—12/06/2020 Term 3: 07/07/2020—18/09/2020 Term 4: 29/09/2020—02/12/2020

Private Schools:- Term 1: 15/01/2020—09/04/2020 Term 2: 05/05/2020—31/07/2020 Term 3: 01/09/2020—04/12/2020

4. Payment

4.1 You shall be liable for a once-off non-refundable enrolment fee (depending on the Dancer's size).

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 Upon payment of the enrolment fee, the Dancer will receive the following Dance Mouse kit:

Basic Package: 1 x top/shirt = R175,00 Standard Package: 1 x top/shirt + shorts = R325,00 Deluxe Package: 1 x top/shirt + bottle + bag + SNUGGLES = R420,00

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. Parents must receive a copy of the delivery note in the bag.

4.5 Fees are as follows (see stapled slip attached) and are subject to an annual increase of *10*%:

4.5.1 15 months—35 months — Public Pre-School Terms—R510,00 per term = 3 months = R170,00 per month (20 minute class per week, within public school terms)

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 Term 4, a fee of R120,00 will be invoiced to your account for the annual assessment fee (including report form, certificate & medal). By signing this agreement you acknowledge this and agree to said being invoiced at the relevant time.

5. Obligations

5.1 We shall provide the Dancer with exposure to the following dance training and dance forms:
Ballet Basics, Modern Basics, Body Conditioning & Pilates technique training, Proprioception skills programme for strength and stretching.

5.2 We shall also introduce the Dancer to the following dance genres:
Modern, Freestyle, Hip Hop, Rock 'n Roll, Latin American Basics, 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 We will correspond with you via Whatsapp and email and in the event that you change your number or email address, it will be your responsibility to ensure that you provide us with your updated details.

5.10 By signing this form, you agree that DM Dance Company may use images and video footage taken during the above mentioned classes for marketing purposes, which will include, but is not limited to social media.

6. Services

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.

6.2 Incorrect names on certificates will not be changed after the deadline date

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 R120.00 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 and not my medical aid. 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.

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 30 days (ie one month) of your intention to do so.

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 will be charged.

13. Terms

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.

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. Public schools is 10-11 lessons per term or per block. Private schools is 11-12 lessons per term or per block.

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/guardian of _____ have read and accept the above terms and conditions.

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

HEAD OFFICE CONTACT DETAILS

E-mail: info@dancemouse.co.za * Mobile: 082 859 7352