

phox dance academy

TERMS AND CONDITIONS

1. Indemnity

1.1 Students and guests enter and use our premises at their own risk. Phox Dance Academy (PTY) Ltd, staff, the property owners, shareholders and their associated parties shall not be held liable for loss, damage or injury to property, or person caused by reason of any defect, negligence or other wrongful act of omission; and strike, war, weather, quarantine, sickness, government restrictions or regulations, or any other cause beyond its reasonable control. Right of admission, enrolment and contract renewal reserved.

2. Terms & Conditions

2.1 Studio Policies and Code of Conduct to be adhered to.

2.2 The studio has the right to all student contracts and will assign students to an Instructor and class at the Studio's discretion.

2.3 Group class schedules can change to accommodate the majority of the growing student body at the Studio's discretion.

2.4 The Registration fee secures a spot in class and is not refundable. That then becomes an annual Administrative fee that is not refundable.

3. Payment of Fees

3.1 Initial registration and 1st term's class fees is settled via EFT.

3.2 Fees are payable in advance. It is a termly fee which can also be paid in 3 monthly instalments – however, it remains payable in advance, with the 1st payment starting at the beginning of January and last payment starting at the beginning of December.

3.3 Fees can be paid termly via EFT, or application can be made for monthly Debit Order payments (Mandate emailed upon application). Invoices are sent out quarterly. Proof of payment must be sent to 0837082649.

3.4 There may be an annual fee increase of 10-15% which will be communicated in advance.

3.5 Cash and advanced long term payments are not refundable.

3.6 Any account not settled by the 5th will receive an automatic penalty. If a Debit Order is returned a R150 penalty will be charged. If the issue repeats the DO is cancelled and termly EFT payments will become the default payment method.

3.7 Failure to settle an outstanding account will result in legal action. All legal costs will be for your account. Any members resorting to court/legal action to resolve a dispute will automatically cease to be a member.

3.8 In the event that the school is forced to close due to any reason beyond its reasonable control, fees will be payable, the contractual obligation stands and online tutoring may be used as a substitute.

3.9 Any amount payable by the signatory to Phox Dance Academy shall levy interest at a rate of 15% from the date on which such amount became due and payable until payment thereof in full.

3.10 Phox Dance Academy shall be entitled to terminate this agreement in the event of any amount remaining outstanding for more than 3 months.

3.11 Phox Dance Academy has the right to withhold any entries for exams, shows or competitions in the case of fees not being up to date.

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4. Consent

4.1 You hereby give consent for your personal information to be provided to a third party, such as Accountability, to assist us with the following:

- (a) Obtaining credit checks, credit reports, and tracing.
- (b) Forwarding notices and/or letters demanding payment.
- (c) Reporting a default payment to the National Credit Bureau database for any outstanding accounts.

5. Force Majeure

5.1 Both parties shall not be liable for any failure or delay in performance of any of their obligations due to any cause beyond their reasonable control (including acts of God, fire, lightning, explosion, war, disorder, pestilence, pandemics, state of emergencies such that result in the closing of business both temporarily or indefinitely, natural disasters, industrial disputes and the likes) whether or not involving their respective employees, weather of exceptional severity or acts of local or central government or other authorities.

6. Catch Ups

6.1 Group Classes which are missed cannot be rescheduled, refunded or discounted.

6.2 Private Lesson students may pre-arrange for private lesson catch-ups as long as it is booked and taken within 3 weeks of the original lesson date and the mandatory 48h cancellation notice was given.

6.3 In the case of severe illness or injuries, fees can be adjusted for the period by submitting a medical certificate.

7. Cancellation of Contract | Part 1

7.1 Group Classes: The signatory shall be entitled to terminate this agreement with 3 (three) calendar months' written notice via email to Phox Dance Academy's accounts department (accounts@phoxdanceacademy.com). Upon the giving of the notice of cancellation to Phox Dance Academy, the signatory shall remain liable for the payment of quarterly and/ or monthly fees (as the case may be) until the 3 month notice period comes to an end. In the event written notice is given mid-term, the remainder of that month + 1 x Term's fees will be due.

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7. Cancellation of Contract | Part 2

7.1.2 Private Lesson Packages: The signatory shall be entitled to terminate this agreement with 1 (one) calendar months' written notice via email to Phox Dance Academy's accounts department (accounts@phoxdanceacademy.com). Upon the giving of the notice of cancellation to Phox Dance Academy, the signatory shall remain liable for the payment of a cancellation fee (25% of the remainder of the contract). In the event written notice is given mid-month, the remainder of that month + 1 x Month's fees + 25% of remainder of package will be due.

7.2 If a dancer decides to not return, you are responsible for paying all outstanding fees + notice period + cancellation fee until a written cancellation notice, via email to accounts@phoxdanceacademy.com has been received.

7.3 Should I leave the studio without paying any outstanding amount (classes, cancellation, costume, entries etc.) Phox Dance Academy has the right to share this information with all the other studio owners in South Africa.

8. Additional Costs

8.1 The signatory acknowledges that there may be additional costs which may be payable by the signatory which shall be in addition to the Fees payable in accordance with clause 3 above, which additional costs shall depend on, inter alia, the Dancer's participation in competitions and/or other additional activities. Such additional costs shall include, but not be limited to exam entry fees, transport costs, dance attire/costume purchases, accommodation and other administrative costs.

8.2 Where Phox Dance Academy intends to incur such costs on the signatory's behalf, Phox Dance Academy shall obtain the signatory's approval beforehand.

9. General

9.1 Where the dancers receive any medical treatment, such treatment must be brought to the attention of the staff. Kindly inform us if the dancer is suffering from any sickness and/or injury.