

## STUDIO RULES & REGULATIONS

- The Student agrees to enter into a contract between MACX (the Studio) and him/herself (the Student), commencing and outlined as per the packages selected on our management app.
- The Student agrees to commit to self-selected payment options during the duration of this contract whereby the person responsible for the account will agree to pay by means of debit order or entire contract upfront.
- Should the Student wish to cancel this contract, prior to the ending date as stipulated by this contract, a written notice of twenty (30) days (or 1 month) should be handed in at the Studio along with a non-negotiable cancellation fee of equating to the amount of 1 month's fee, payable before the 25th of the cancellation month. With this early cancellation, the Student agrees to stay responsible for ALL payments of class fees from the signing of the contract until the end of the cancellation month. The only exception to this rule is in the case of a medical emergency, & with written proof from a doctor that the Student is medically unfit to continue with this Contract.
- NO REFUNDS available if contract is paid upfront, and The Student decides to cancel contract early. In case cancellation is due to Medical Reasons, the studio must be notified immediately, accompanied by a letter from a Medical Doctor. In such case, refund will be calculated pro-rata and 50% of remaining contract period will be paid back to The Student.
- The Studio reserves the right to continue processing the Student's Debit Orders on a monthly basis after this contract's ending date has passed, if Student fails to notify the Studio of Renewal or Cancellation. Renewal will be subject to new price increases.
- A penalty fee of R20.00 will be charged to the Student's account for every 7 days that the monthly payment is late and/or Debit Orders are returned & the Student has to be reminded via phone, e-mail or invoice of these payments. If the Student refuses to pay, legal actions will be taken and the Student will be liable for all legal expenses.
- Signing a Debit Order is compulsory for all contract students, unless the Student pays the full amount of the entire contract on the day of signing the contract.
- In case of cancellation of a Private Class prior arranged, the Student agrees to do so before 8pm the previous evening; failing to do so the Student will still be liable to pay for that class/class will be deleted from contract. The only exception to

this rule is in case of a medical emergency, accompanied by a letter from a medical Doctor.

- Main Contract holder (Student nr 1) will be responsible for the monthly payment of this contract. Should Student nr 1 fail to comply to this rule, the responsibility of this contract immediately carries over to The Partner (Student nr 2) if applicable.
- The Studio has the right to refuse the Student any classes if payments are not up to date.

### **Contracts, Payments & Classes**

- Standard Private Classes: 50min duration. Only valid for person/s on this contract. Include: All Dance Genres presented @ Studio as shown on our management app
- The Studio reserves the right to refuse the Student at the Studio if he/she is involved with or performs any type of illegal action, inside or outside the Studio.
- The Studio reserves the right to refuse the Student at the Studio if the Student performs any vulgar or improper moves, attitude or undressing at the Studio.
- The Student agrees to be on time for any and all group classes as well as Private Lessons prior arranged. If the Student is late, the Instructor has the right to refuse to teach. The Student will however, still be liable to pay for that class.
- Studio reserves the right to charge any extra class fees, and/or penalty fees directly to the Students Debit Order the next month without prior notice.
- In case of 2 partners joining in a Contract. Both parties MUST book their Private Classes together and attend together. No splitting of Private Classes is allowed.
- By the expiration of a Private Contract, the Student will forfeit any and all un-booked privates unless the contract is immediately renewed.
- If the contract is NOT immediately renewed during the last month of its duration, the following is applicable: Should contract be renewed between 1 – 5 months after the previous contract has expired, a R50.00 re-registration admin fee will be charged.
- All Class Fees and Monthly Contracts are still payable in full even though the Studio might be closed on public and school holidays, and no classes will be taught on those days. ? Any and all extra Pre-Paid, Private Classes bought are only valid for 6 months from day of purchase.

### **Dress Code & Accessories (See monthly Class Schedule for further detailed Group Class Dress Code Guidelines)**

- All dancers, at all times, must wear comfortable dance attire. Sweat pants and T shirt is preferred.
- NO JEWELLERY is allowed while dancing (apart from girls earrings)
- No clothing with Satanic or offensive logos and signs are tolerated at the Studio. Wear Studio/Zumba Clothing or any plain or popular branded (non-offensive) clothing.
- All equipment & clothing suggested in these T&C's can be bought or ordered at the Studio. The Studio reserves the right to refuse any student; at any time, should the Student not be dressed properly according to the Studio's standards.

### **General**

- Neither the Studio nor the Instructors, can be held responsible for any injuries sustained during any Class, during own personal rehearsals or exercises on the KPS premises. By taking up Classes (Dance and Fitness) you understand the risks involved & accept responsibility for your own actions, dancing, aerobic & acrobatic moves, fitness level & injuries.
- Neither the Studio nor the Instructor can be held responsible for loss of any personal belongings. It's your responsibility to keep personal belongings safe.
- The Student will be held liable for any damages to equipment, floors, interior décor, electronic equipment & mirrors that are caused by negligence of the Student.
- The Studio has the right to temporarily or permanently change, shorten, delay, cut or cancel any Dance and/or Fitness Group Class time-slot at any time by sole discretion of the Studio Owner. Reasons for such a decision may be due to the lack of Instructors, lack of interest for that specific class or not enough attendance at class in general. In other words, should only one person pitch for a group class, the Instructor has the right to refuse to teach and that student is then welcome to join any other group class going on at the moment or that student will simply have to come back later for another time-slot. A certain Group Class Genre may also be cut from the syllabus at anytime or added, should it seem fit by Studio Owner.

- The Studio has limited space available in Group Classes; therefore, it's a FIRST COME, FIRST SERVE system. The Instructor can also refuse latecomers or ask them to sit out when a class is overcrowded.
- If, during your introduction class, it is discovered that you have health related issues that have not been reported, you will be referred to a Physiotherapist. The Studio has the right to refuse you should you choose not to listen (this is to prevent any further injuries or permanent damage to your body).
- Pregnancy or any other medical condition needs to be brought under the Instructor's attention & if needed, or by Instructor's request, the Student needs to get a doctor's certificate to continue with classes.
- No Alcohol may be consumed prior or during any Classes.
- By accepting this contract (Private and/or Group Class) you are granted access to ALL Group Classes, but each genre of Dance & Fitness has its own set of rules and guidelines you have to follow and/or qualify for. (See monthly Class Schedule for further detailed Group Class Guidelines).
- The Student herewith gives permission that all photographs and videos taken during studio classes and/or special events, on which the Student appears, may be used for any form of marketing, unless otherwise agreed on with prior written notice.
- Any complaints must be directed to the Studio in writing within seven (7) days of an incident, in which event the Studio will respond to any such complaint within 14 days from date of receipt thereof. Only in the event of a complaint remaining unresolved will a formal meeting be arranged between the appropriate parties.
- If a Student does not obey all Terms, Conditions, Rules & Regulations of the Studio, the Studio has the right to cancel the Student's contract by giving the Student a twenty (20) days written notice, after the reason for cancellation has been discussed with the Student and the Student had the opportunity to correct the problem or reason for cancellation.