

## GENERAL TERMS AND CONDITIONS

### 1 ACKNOWLEDGEMENTS

You agree that you have fully considered the provisions of **Annexure A** and that they are reasonable in the light of all factors relating to any engagement. If any terms or provisions of **Annexure A** are or become invalid, illegal or unenforceable, the remainder shall survive unaffected.

### 2 BINDING AND EFFECT DATE

You agree that this **Annexure A** becomes binding after signature by yourself, and that this **Annexure A** together with the engagement letter and any other terms and conditions submitted by the academy to you form will constitute the whole agreement and that no suggestions in respect of the terms contained herein or amendments or changes hereto, will be of any effect unless reduced to writing and signed by both parties.

### 3 LIMITED LIABILITY

The academy will have no liability of any nature, whether in contract, delict or otherwise, for any losses, damages, costs or expenses ("**Losses**") whatsoever and howsoever caused arising from or connected with this engagement, and to this extent, you indemnify and hold the academy, any of its subsidiaries or affiliates, and each employee of the academy or such subsidiary or affiliate, harmless against any claim, loss, damage and/or injury that may occur to yourself, your child the player (if applicable) and/or any of your or your child's possessions from whatsoever cause and of whatsoever nature arising from or occurring from or occurring during the period that you or your child is in the academy's care.

### 4 FEE STRUCTURE FOR LESSONS

- 4.1 We will work on a 12 month payment system, meaning you will commit to a monthly package for a period of 12 months. Monthly billing will be based on a 4 week cycle (28 days) even though most months comprise more than 28 days. This system allows for the make-up of lessons missed during the December/January vacation period (see point 4.8 below).
- 4.2 Should you wish to leave the academy, one month's notice must be given to the academy.
- 4.3 Fee rates of each coach's lessons and the

academy's squads will be confirmed via notice to you by the academy.

- 4.4 Rained out lessons can be made up with your respective coach or in December clinic.
- 4.5 Rained out squads can be made up on alternative days.
- 4.6 Missed lessons at the fault of a coach will be made up by the respective coach.
- 4.7 Missed lessons at your/the players fault:
- 4.7.1 can be made up in the month the lesson was missed, depending on availability of the respective coach;
- 4.7.2 must be brought to the academy/respective coach's attention at least 24 hours before the scheduled lesson time to avoid forfeiture of the lesson fee to the academy.
- 4.8 The academy will close every year from 15 December and reopen on the first Wednesday of the 2nd week of January in the following year.

### 5 STATEMENT OF ACCOUNT

- 5.1 Payments made to the academy under this engagement, will be detailed in a statement of account which the academy will forward on a monthly basis to your postal or e-mail address. In the event that you do not receive such a statement of account by the 15<sup>th</sup> calendar day of any month, you shall be obliged to notify the academy, failing which it will be deemed that you have indeed received the statement of account.
- 5.2 The academy will at all times be entitled to amend any entry which may appear on the statement of account, if the academy is of the opinion that such entry is incorrect.
- 5.3 The academy's payment terms are 7 days from date of statement of account. Proofs of payment must be sent to the academy on each day upon which such payment is effective.
- 5.4 Should your coach be away at a tournament or on leave, a substitute coach will be made available or

make-up lessons will be organised in advance.

5.5 You will be required to make travel deposits for each tournament attended as well as sign indemnity therefor if applicable.

5.6 Academy clinics will be held on a bi-annual basis, the dates thereof to be confirmed in writing by the academy at the start of each year.

## **6 ADDRESS FOR RECEIVING OF NOTICES**

6.1 You hereby choose the physical, postal and e-mail address, all recorded under the engagement letter, for receipt of all documents and written notices.

6.2 You may change your address by delivering to the academy written notice of the new address within 7 (seven) days of such change taking place.