



LITTLE KICKERS CAPE TOWN SOUTHERN SUBURBS: ENROLMENT FORM
 VENUE: INTERNATIONAL SCHOOL of CAPE TOWN - 2020

<u>Age group</u>	<u>Term Fee</u>	<u>Registration</u>	<u>Day and time</u>
"MEGA Kickers" – for 5 to 8 yr olds	R870	R480 (once-off)	Monday 2:45 – 3:35pm

To reserve a place in one of our classes for the first time, please fully complete all 4 pages of this form and submit it along with your proof of payment for registration and the first term's fees i.e. R1,350. Please scan & e-mail to southernsuburbs@littlekickers.co.za or fax to 086 582 1653. Your child may not be permitted to participate if we don't have their fully completed, initialled and signed enrolment form on record. Term fees are payable at the start of each term.

It is our sincere intention to provide 8 sessions per term to your Little Kicker. Where this is not possible due to bad weather, public or religious holidays, the length of the school term or for any other reason, any session we can't fit into the term is unfortunately forfeited.

Please note that we request one month's notice of your intention to withdraw your child from Little Kickers at the end of a semester for planning purposes.

Thank you for choosing Little Kickers!

Banking details:
 ABSA Bank
 Branch: 632005
 A/c name: LKCTSS
 A/c no: 409 795 9244

Please use "ISCT" & your child's initial & surname as the reference on your EFT.

Full Name of Child: _____ Date of Birth: _____

Parent/Guardian's Full Name: _____ E-mail address: _____

Home address: _____

_____ Postcode: _____

Home Telephone No.: _____ Mobile No.: _____

Starting term: 1 or 3 (please circle) M / F: _____

- Please check the box if you would like to be contacted with further information relating to Little Kickers products, promotions and services
- Please check the box if you would like to receive further information relating to pre-school children's health, fitness and sporting activities from carefully selected third parties

I acknowledge that I have read, understood and agreed to the Terms and Conditions of Contract published by Little Kickers overleaf.

Signed _____ Date _____

Print name _____

DISCLAIMER FOR ENROL & RE-ENROL FORMS

Important Notice

- 1. Please read all of these terms and conditions carefully. By signing this document, you indicate that you acknowledge, understand and agree to be bound by its terms. These terms and conditions and any special terms agreed in writing by Little Kickers Cape Town Southern Suburbs and the Parent will be the basis upon which Little Kickers will do business with you. It is very important that you understand what you are signing. Certain clauses have been typed in bold to draw your attention to them. Despite that, all clauses are important and if there are any that you do not understand, please ask Little Kickers for assistance.**
- 2. Please note that there are clauses that:**
 - 2.1 require the Customer to assume risk and/or limit their rights and/or the liability of Little Kickers (clauses 4, 5, 6, 7, 8 and 10);**
 - 2.2 require the Customer to indemnify Little Kickers (clause 9);**
 - 2.3 require the Customer to acknowledge certain facts (clause 5); and**
 - 2.4 subject the pupil to unusual risk (clause 7).**

Terms and Conditions

1. Definitions

- 1.1 "Carer" means the person / persons who attend the course or any part of it, with the pupil;
- 1.2 "Company" means a company registered in terms of the Companies Act 78 of 2008;
- 1.3 "Course" means the Little Kickers Cape Town Southern Suburbs Football Course described overleaf;
- 1.4 "Coach" means the individual(s), employed by Little Kickers Cape Town Southern Suburbs to teach the Course. Whilst every effort will be taken to maintain the consistency of the Coaches during the Course, Little Kickers retains the right to change the coaching staff where necessary.
- 1.5 "Enrolment Form" means the form relating to the enrolment or reenrolment of the pupil on the course;
- 1.6 "Fee" means the fees set out on the enrolment form;
- 1.7 "Little Kickers" means Little Kickers Cape Town Southern Suburbs CC or any of its franchisee's, whether a Company, close corporation, trust, or any other natural or juristic person, with whom you have entered into this agreement or with whom the Pupil enrolls for a course;
- 1.8 "Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract and the party signing this Agreement;
- 1.9 "Premises" means the premises where the Little Kickers Cape Town Southern Suburbs class takes place;
- 1.10 "Pupil" means the child, details of whom are set out in the Enrolment Form;
- 1.11 "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Little Kickers Cape Town Southern Suburbs and the parent.

2. Acceptance of Terms and Conditions

- 2.1 All agreements relating to the teaching of the Course by Little Kickers to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2 No variation or addition to the Terms shall be binding unless agreed in writing by Little Kickers and the Parent.

3. Fee and Payment

- 3.1 The Parent shall pay the whole Fee to Little Kickers prior to the Pupil commencing the Course.

4. Cancellation

- 4.1 **Either the Parent or Little Kickers may cancel this Agreement by giving reasonable notice at any time before the Pupil commences the Course for any reason whatsoever. In the event that Little Kickers cancels, it shall refund any amount paid by the Parent. Save as contemplated in the Consumer Protection Act, Little Kickers shall not be liable for any cost, expense, loss or damage arising from its cancellation in terms of this clause. (The effect of this clause is that if Little Kickers cancels before the commencement of the course, it will repay any amounts paid to it but not be obliged to**

pay or make good any other amount and the Parent is precluded from claiming any other amount from Little Kickers.)

- 4.2 If the parent cancels this Agreement, Little Kickers reserves the right to charge a reasonable cancellation penalty.

Initials

5. Information provided by the Parent

- 5.1 The Parent warrants and represents that the information set out in the Enrolment Form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify Little Kickers of any change in such information immediately. (The effect of this clause is that the Parent specifically states that the information is correct and will be treated as if it is correct. If at any stage the information is incorrect and the Parent has not notified Little Kickers of any change, it will be treated as if it has breached this Agreement.)

Initials

6. Discipline

- 6.1 It is a material term of this Agreement that at all times the Pupil(s), the Parent(s) and/or the Carer(s) conduct at the Course and/or on the Premises do not disrupt the provision of the services to any other Parents, Pupils, and/or Carers and that the Pupil, Parent and/or the Carer comply with any reasonable rules or requirements set by Little Kickers. Should the Pupil, Parent and/or Carer fail to comply with this clause, it will be considered a material breach of this Agreement which will entitle Little Kickers to cancel this Agreement on reasonable notice. Given the nature of the breach and the potential disruption of the Course, Little Kickers will be entitled to suspend the Pupil, Parent and/or the Carer from attending the Course during any notice period. (The effect of this clause is that should the Pupil, Parent and/or Carer fail to adhere to the standards determined or requirements of Little Kickers from time to time, Little Kickers is entitled to cancel this Agreement. Because of the nature of the services it provides and its obligation to the remaining Pupils, Parents and/or Carers at the Course, it is fair in the circumstances that Little Kickers suspends and/or excludes the Pupil, Parent and/or the Carer from attending the course.)

Initials

7. Medical Treatment

- 7.1 The Parent and the Pupil confirm that Little Kickers is entitled but not obliged to take steps that in its discretion deems necessary to ensure the Pupil's immediate medical treatment and/or stabilisation by hospital, medical facility or doctor or any other medical attendant should the need arise. It is specifically drawn to the Parent and Pupil's attention that this clause may result in the Pupil being exposed to risk of an unusual nature or that could cause injury or death as a result of or in connection with the treatment the Pupil receives.

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8. Limitation of Liability

- 8.1 Save as may be required by section 61 of the Consumer Protection Act, 2008 (if that section is applicable and subject to any exceptions contemplated in that section), the Parent and the Pupil agree that Little Kickers is not liable for any cost, expense, liability, claim, loss, damage suffered or caused to the Parent, the Carer or the Pupil or any third party that may arise as a direct or indirect result or consequence of this Agreement or the Pupil and/or Carer attending the Course at the Premises or any medical treatment contemplated in clause 7 above. This clause includes, but is not limited to any injury, theft or loss of property, damage to property, loss of profit or income or any other harm caused or suffered by the Parent, the Carer, the Pupil or any other participant in the Course or third party even if Little Kickers may have been negligent but not where they have been grossly negligent. (The effect of this clause is that the Parent, the minor and any third party is prevented from making claims against Little Kickers and Little Kickers will not be responsible for, have to cover the costs of or make good any current or future harm mentioned above, even where that harm may have been caused by Little Kickers' negligence, but not its gross negligence, unless the

harm arises out of a defective good within the ambit of section 61 of the Consumer Protection Act, if applicable.)

- 8.2 Despite and without limiting the above clause, if Little Kickers agrees that it is liable for any harm not excluded by this clause or within the ambit of section 61, its liability is limited to the fees payable for the Course.

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9. Indemnity

- 9.1 The Parent and the Pupil indemnify Little Kickers against any cost, expense, liability, claims, loss or damage suffered by them or any other party contemplated in clause 10. For the avoidance of doubt, the indemnity in this clause does not only apply to harm suffered by or caused to the Pupil, the Parent and/or the Carer but includes any third party that may have suffered harm and as a result has a claim against Little Kickers or Little Kickers incurs or suffers any cost, expense, liability or damage. (The effect of this clause is that neither the Parent nor the Pupil will have a claim against Little Kickers for any cost, expense, liability, claims, losses or damages described in clause 8 and Little Kickers will not be required to pay for or make good any harm to the Pupil and/or the Parent, the Carer or any third party. These parties will be precluded from making any such claims against Little Kickers and in addition, Little Kickers may have a claim against the Parent and/or the Pupil or may require the Parent and/or the Pupil to make good or pay for any costs, expenses, liability, claims or losses contemplated in clauses 8 and 9.)

Initials

10. Exclusion of Liability

- 10.1 Other than the warranties required by the Consumer Protection Act, 2008, all other warranties, representations implied by Statute are excluded. (The effect of this clause is that the services will only comply with the warranties set out in the Consumer Protection Act and the Parent, Pupil and/or Carer cannot require that the Course or the services provide by Little Kickers to conform to any other standards, criteria or characteristics.)

Initials

- 10.2 Little Kickers can from time to time and at its sole discretion take out insurance covering attendees of the course, but it is not obliged to do so. Parents and Carers should not presume that anyone is covered by any insurance policy.

11. General

- 11.1 The failure by either party to enforce at any time or for any period, any one or more of the obligations arising under these Terms shall not be a waiver by either of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.
- 11.2 The Parent, in agreeing to the terms of this contract, consents to the data provided on the enrolment form being shared with other companies in the Little Kickers Group.
- 11.3 These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties.
- 11.4 This entire agreement shall be governed by South African Law and shall fall under South African jurisdiction.

I agree that I have read, understood and agreed to the Terms and Conditions of Contract published by Little Kickers Cape Town Southern Suburbs.

SIGNED AT _____ ON THIS _____ DAY OF _____ 201__

Parent (in my own capacity and on behalf of the pupil as guardian of the pupil)

Carer