



**Terms and Conditions - Agreement**

**Minimax SPARK Programme and Performance Platforms**

**Between:**

Minimax Performing Arts (Pty) Ltd trading as MiniMax (2005/021915/07)

**And:**

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Legal Guardian and/or Parent of the entered Child (Please provide: Title, Full Names, Surname and ID Number)

1. This release is entered into between the guardian and/or parent registering his or her child at SPARK and Minimax Performing Arts (Pty)Ltd (2005/021915/07), its owners, directors, officers, affiliates, trainers, facilitators and executives as well as all private and public locations where SPARK are conducted (hereinafter for convenience collectively referred to simply as "Minimax").
2. The Guardian and/or Parent understands that the purpose of Minimax is to provide a performing arts programme and performances for learners at school level.
3. The Guardian and/or Parent hereby affirm that, subject to the medical details supplied by him or her in this agreement, his or her child is in good health and warrants the accuracy of all information supplied at any given time.
4. The Guardian and/or Parent acknowledge that he or she have given Minimax disclosure of any pre-existing physical or mental defects, challenges or problems, which his or her child may have.
5. The Guardian and/or Parent believes that his or her child is capable of participating in the performing arts activities provided by Minimax and undertakes, if at any time they appear too difficult or strenuous for or likely to impair his or her child's health in any way, to inform the facilitator(s) as soon as possible and not to continue any activity which seems to endanger his or her child's health in any way.
6. The Guardian and/or Parent acknowledges that the Minimax facilitators are not physicians and are not trained in any way to provide medical diagnosis, medical

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**083 657 4545**

**TEL: (011) 3917639 or (012) 807 2991or (011) 566 2018**

**FAX: 086 518 0840**

**P.O. Box 0255, Glen Erasmia, 1638**

**info@minimax-arts.com**

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treatment, or any other type of medical advice. In the event of his or her child suffering any medical or health difficulty whilst attending the programme, and particularly where the child may lose consciousness or be unable to deal with matters themselves. The Guardian and/or parent hereby authorize Minimax to contact a physician, take his or her child to such physician and/or any appropriate medical clinic or other hospital; and to use the services of an ambulance where appropriate and as the guardian undertakes liability for all costs thereby incurred.

7. Minimax cannot be held responsible for the consequence of the failure of the Guardian's and/or parent's child to obey Minimax instructions and to abide by the rules and regulations established by Minimax, or from incidences involving a child's negligence.
8. The Guardian and/or Minimax acknowledge that he or she have been given ample opportunity to ask any question which he or she may have about the environment in which the child will be and the activities in which he/she will participate.
9. The Guardian and/or Parent acknowledge that the purpose of this programme is to elevate his or her child's wellbeing, talent and life skills but that Minimax does not guarantee good or bad results will occur nor guarantees Minimax's programme will produce good or bad results.
10. The Guardian and/or Parent acknowledge that photos and videos may be taken from time to time and hereby authorize Minimax to make use of his or her child's image(s) for marketing, publishing or any other lawful purpose.
11. The Guardian and/or Parent acknowledge that the times, dates and places aren't set in stone and may vary from time to time, as circumstances requires it and therefore he or she will be accommodating towards the Minimax personnel having to give through these alternative arrangements.
12. The Guardian and/or Parent is aware of all inherent dangers in when participating in the programme. Acknowledge and understand his or her child will be engaging in activities that involve risk of serious injury, including permanent disability or even death, and severe social and economic losses which might result not only from my child's own action, inaction or negligence, but action, inaction or negligence of others, or the condition of the premises; on or off site or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time. The guardian and/or parent assume all these risks and expressly waive, release, discharge and agree not to sue Minimax for any loss, damage, death, disability, injury, or action of any kind for participating in this programme or any other activities organized by Minimax and hereby indemnify and hold Minimax harmless against any claims by any other third parties whatsoever arising by reason of his or her child's death, disability or injury whilst participating in the Minimax Programme.
13. The Guardian and/or Parent undertakes to indemnify Minimax from any and all liability, loss or damage his or her child may suffer arising from his or her participation at Minimax.

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- a. The Guardian and/or Parent is responsible for the insurance of all equipment that is not the property of Minimax.
  - b. Minimax will not be held responsible for any loss, damage or theft of personal belongings.
  - c. Furthermore, the Minimax is not accountable for any loss or damage that the Guardian's and/or Parent's child may incur while participating at Minimax.
  - d. Minimax accepts no accountability or responsibility for any injury incurred by the Guardian's and/or parent's Child or persons allowed on the premises by Minimax nor damages to/loss of any property brought to the event by these persons.
14. Minimax has the right to request a Guardian and/or Parent and Child to leave the Spark Programme without refunding them on any of the following grounds:
- a. Misconduct infringing the rules or terms & conditions within the programme.
  - b. Slander of any kind towards Minimax, Spark, Minimax representatives, clients or participants.
  - c. Inability to make payments and arrears for 2 or more months.
  - d. Absenteeism at more than 3 occasions within the Spark Programme.
15. All Compliments, Queries and complaints must be sent to [domeniquef@minimax-arts.com](mailto:domeniquef@minimax-arts.com).
16. The Guardian and/or Parent agree not to set up, be part of or be involved, directly or indirectly, in any Performing Arts Programme which copy the Minimax programme and further agree not to copy Minimax's training methods, systems and programmes, marketing or other business methods, style or get-up nor to divulge these details to any competitor or potential competitor of Minimax or to allow any third party whatsoever to make use of same through information divulged by him or herself and for a period of 2 years from date hereof. The Guardian and/or Parent undertake not to solicit or entice or him or herself to directly or indirectly employ any Minimax staff, instructors or other officials in any competing business nor to in any way solicit, entice or encourage any Minimax clients to participate in any other performing arts programme carrying on business in competition to Minimax anywhere within the Republic of South Africa or Internationally.
17. Final payment is due 15 days before the commencement of the programme, which is seen as the 1<sup>st</sup> day of the Holiday activities, unless otherwise arranged with the specific guardian and/or Parent.
18. The guardian and/or parent understand and accept that no refunds, whether in full or in part, will be granted if his child cannot complete the SPARK programme at any given time.
19. 50% of the SPARK Programme Fees will realize within Minimax for accounting purposes, 3 Months before the commencement date of the programme and the outstanding 50% a Month before the commencement date of the programme.
20. The programme runs over a period of between 3 to 9 months depending on the introduction date of the programme and the availability of performance platforms.

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21. DURATION: This agreement shall commence on the date of signature and shall continue in full force until 30 days after the programme has completed in full.

### Spark Programme Rules

22. All Children must be registered with us in order to take part in the programme.
23. No child will be allowed to leave any of the rehearsal and performance premises by him/herself.
24. Should a child leave without permission, they will immediately be dismissed from the rest of the programme. Re-registration will be at a fee of R600.
25. Parents should pack their child a nutritional snack box with enough food for the duration of the programme per day.
26. Please do not pack sweets for children (tuck-shop will open every afternoon).
27. The child's mobile phone is his or her own responsibility.
28. Any child that receives 3 warnings and a phone call to Mom/Dad for ill discipline will be dismissed from the camp. Re-registration= R600.
29. No Crime like activities will be tolerated and will lead to immediate dismissal with no re-registration option.
30. Parents must be in telephonic reach at all times in the case of any emergencies.
31. All medical costs will be to the account of the parents/guardians.
32. No toys will be allowed and will be confiscated immediately.
33. CHILDREN MUST ADHERE TO RULES AT THE CAMP SUCH AS:
  - a. No interacting with children/ adults not registered at the camp.
  - b. Be on time for all activities.
  - c. Always, without any exception, listen to the facilitators.
  - d. Always wear comfortable clothes.
  - e. Have a water bottle and sweat towel with you all the time.
  - f. Attend all the days and activities relating to the programme.
34. All definite and tentative dates of rehearsal & potential performance platforms will be confirmed on the last day of the holiday programme or as soon as possible.
35. Minimax reserves the right to add any rule, term and condition reasonably identified through the course of the programme and deemed necessary in order to protect all the relevant parties. These additions will be given through to the guardians and/or parents in writing.

The Guardian and/or Parent agree that this constitutes the entire agreement between the Guardian and/or Parent and Minimax and acknowledge the conclusion of this Agreement out of his or her own free will without force or coercion and not having been induced to do so by reason of any representations on the part of Minimax and any agreement to

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terminate this Agreement or to amend or vary it in any way, shall not be of any force or effect unless and until reduced to writing and signed by the relevant parties.

For any queries you can contact Minimax at:

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I, \_\_\_\_\_  
(Guardian and/or Parent's Title, Full name, Surname and ID Number)

hereby agree that I have read, understood and accept the SPARK terms, conditions and rules stipulated in this document on behalf of: \_\_\_\_\_

(SPARKIE:Name & Surname)

for the \_\_\_\_\_(Campus) Spark Programme, on the  
\_\_\_\_\_ (dd/mm/yyyy) at \_\_\_\_\_(place).

Signature: Guardian and/or Parent:

Signature: Guardian and/or Parent Witness

Titel, Full Name, Surname & ID: Witness

Signature: Minimax Legal Representative: \_\_\_\_\_

(Mrs. S. Wagner: Minimax - CEO)

Signature: Minimax Witness: \_\_\_\_\_

(Mrs. J. Skeen: Minimax – MD)

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