

**ELITE CRICKET ACADEMY - REGISTRATION FORM + TERMS & CONDITIONS**

**NAME OF STUDENT:** \_\_\_\_\_

**IDENTITY NO:** \_\_\_\_\_

**NAME OF PARENT:** \_\_\_\_\_

**IDENTITY NO:** \_\_\_\_\_

**RESIDENTIAL ADDRESS (NOT A PO BOX):** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

**CONTACT TELEPHONE NOS: HOME:** \_\_\_\_\_ **MOBILE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**COMMENCEMENT DATE FOR LESSONS:** \_\_\_\_\_

**FEE: R250 per lesson (1 to 3 Lessons) / R220 (4 to 7 Lessons) Per Lesson / R200 (8 sessions or more) per Lesson/Per month**

**METHOD OF PAYMENT:** \_\_\_\_\_

**ELITE'S BANKING DETAILS:** Elite Cricket Academy (Pty) Ltd, First National Bank, Account no. 62589974346,  
Branch Code 224-326, Reference: (name of student)

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
***Witness***

\_\_\_\_\_  
***For and on behalf of the Student***

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
***Witness***

\_\_\_\_\_  
***For and on behalf of Elite***

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## STANDARD TERMS AND CONDITIONS FOR COACHING AT ELITE CRICKET ACADEMY

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### 1. **INTRODUCTION**

- 1.1. Elite Cricket Academy Proprietary Limited, registration number \_\_\_\_\_ ("Elite") provides cricket coaching to students. The student ("the Student"), whose details are more fully set out in the schedule above, requires cricket coaching and hereby agrees to these terms and conditions ("Terms and Conditions" or "Agreement").
- 1.2. This Agreement shall be between Elite and the Student who is hereby represented by his/her parent and/or legal guardian. The parent and/or legal guardian by his/her signature hereto has consented to the Student receiving cricket coaching from Elite and has consented to these Terms and Conditions.
- 1.3. Elite and the Student shall collectively be referred to as "**the Parties**" and "**Party**" shall refer to any one of them.

### 2. **WHOLE AGREEMENT**

- 2.1. These Terms and Conditions comprise the entire agreement between the Parties and may only be varied or waived by a written, signed document between the Parties.
- 2.2. No undertaking, representation, term or condition relating to the coaching services provided by Elite and not incorporated in this Agreement shall be binding on either of the parties.

### 3. **FEES AND PAYMENT**

- 3.1. The fee for the coaching services ("**the Fee**") shall be the amount specified in the schedule above and shall be paid to Elite as indicated therein.
- 3.2. Fee increases shall be made annually in September of each year.
- 3.3. Payment shall be made in cash or by EFT into the account nominated in writing by Elite in the schedule above.

### 4. **RULES AND REGULATIONS**

- 4.1. All students are required to wear the Elite Cricket Academy kit when attending coaching sessions. Kits are available from Elite. The cost of the kit is for the Student's account.
- 4.2. All sessions are one (1) hour long. Students are urged to arrive on time. Lost time for Students arriving late for their sessions cannot be made up as this will disrupt the following sessions.
- 4.3. Cancellations must be made at least two (2) hours before the scheduled start time of a session. The Student will be liable for late cancellations and no shows.

### 5. **INDEMNITY AND LIMIT ON LIABILITY**

Whilst every precaution is taken to conduct the coaching lessons in a safe manner, Elite shall not be responsible for injury to persons or damage and/or loss to property arising from the coaching lessons performed in terms of this Agreement. The Student and his/her parent and /or legal guardian hereby indemnify and absolve Elite from any claims, damages, losses and any other liability arising from any cause whatsoever from the coaching lessons performed by Elite under this Agreement. In the event that Elite may be held responsible for any loss, damage or injury, Elite's liability in such event shall be limited to the Fee charged by Elite for a period of six (6) months.

### 6. **BREACH**

- 6.1. In the event of either Party breaching any of its obligations under the Agreement, and such Party failing to remedy such breach within a period of fourteen (14) days of receipt of written notice from the aggrieved party calling upon it to do so, the aggrieved party shall be entitled without further notice to (a) cancel the Agreement and/or cancel the Purchase Order and (b) claim specific performance, in either event without prejudice to the aggrieved party's rights to claim damages or to enforce any other remedy to which it may be entitled whether in terms of the Agreement or in law.
- 6.2. In the event of non-payment of the Fees, Elite shall be entitled to cancel this Agreement forthwith and claim the outstanding amount from the Student and/or his/her legal guardian as the case may be. The parent and/or legal guardian of the Student hereby agrees to stand responsible for the payment of the Fee.
- 6.3. In the event of any legal proceedings against the Student, Elite shall be entitled to recover its legal costs on an attorney-and-client scale.

### 7. **FORCE MAJEURE**

- 7.1. "**Force Majeure Event**" means an event that prevents or delays a Party from being able to perform an obligation other than the payment of money under this Agreement, where such event would constitute force majeure, such as wars, insurrections, strikes, acts of God, governmental actions or controls, electrical outages or other causes beyond the control of a Party.

- 7.2. Should any Party be prevented by reason of Force Majeure from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations in terms hereof provided that:
- (a) the Party hereto subject to Force Majeure shall give prompt notice to the other Party hereto of the nature and estimated duration of the Force Majeure concerned;
  - (b) the Parties hereto shall co-operate and collaborate together and use all reasonable efforts to overcome the Force Majeure concerned and/or nullify its effect; and
  - (c) any suspension of performance within the provisions of the above shall be limited to the period during which such inability shall exist and the period of this Agreement shall be interrupted by the period of such suspension.
- 7.3. If the aforementioned inability substantially or permanently prevents the continued performance by either Party of its obligations in terms of this Agreement for a period exceeding thirty (30) consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate this Agreement in respect of any of its obligations still to be performed hereunder.

## **8. DOMICILIUM CITANDI ET EXECUTANDI**

- 8.1. Elite nominates as its *domicilium citandi et executandi* its registered address as stipulated in the covering page above for service upon it of all processes in connection with any claim arising from the Agreement. The Student nominates as its *domicilium citandi et executandi* its address as stipulated in the covering page to these Terms and Conditions for service upon it of all processes in connection with any claim arising out of these Terms and Conditions.
- 8.2. All notices and communications under the Agreement shall be given in English and in writing. For the purposes of the Agreement, "**writing**" means e-mails that have been acknowledged by the recipient or WhatsApp messages with proof of transmission or letters sent by registered post with proof of delivery. Oral agreements, notices or instructions are not binding on either Party.

## **9. GENERAL**

- 9.1. This Agreement shall be governed by the laws of the Republic of South Africa.
- 9.2. No failure or neglect by a Party to exercise any rights hereunder or to insist upon strict compliance with or performance of another Party's obligations under the Agreement, shall constitute a waiver of the provisions of the Agreement and a Party may at any time require strict compliance with the provisions of the Agreement.
- 9.3. No indulgences or extensions of time or latitude which one of the Parties may allow to the other Party shall constitute a waiver by that Party of any of its rights, and it shall not thereby be prevented from exercising any of its rights which may have arisen in the past or may arise in the future.
- 9.4. Each of the provisions of the Agreement shall be considered as separate terms and conditions. In the event that the Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of such legislation or otherwise held to be illegal, invalid or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not a part hereof.