

SMITH ACADEMY MEMBERSHIP CONTRACT No. _____
for the Provision of Rhythmic Gymnastics Training Services
Dubai

PARTIES:

Sole Establishment MILANA SMIT GYMNASTICS CLUB, represented by the owner Milana Smith, license number: 1105091, located at: UAE, Dubai, Oxford Tower, shop 7, phone number: +971523157766, on the one hand, and

_____, born on _____,
ID No. _____, residing at: _____,
phone number: _____, messenger (WhatsApp/Viber/telegram): _____,
e-mail: _____, on the other hand, and each referred to as a Party, have

entered into this contract on the following terms:

Sole Establishment MILANA SMIT GYMNASTICS CLUB undertakes to provide services to children for individuals and legal entities who sign this contract, in accordance with the terms and conditions specified in this Contract, including all amendments and appendices thereto, and for the payment of the cost of Rhythmic Gymnastics training services as defined in the price list.

1. DEFINITIONS

1.1. The definitions used in this agreement shall have the following meanings:

1.1.1. **Customer** - an individual person or entity ordering or intending to order services from the Contractor for their child or in relation to third parties.

1.1.2. **Contractor** - Sole Establishment MILANA SMIT GYMNASTICS CLUB, represented by the owner Milana Smith, license number 1105091, located in Oxford Tower, shop 7, Dubai, UAE, phone number +971523157766.

1.1.3. **Representatives of the Customer** - persons, according to the UAE legislation, vested with certain powers and entitled to act on behalf of the Customer.

1.1.4. **Legislation** - the current UAE law.

1.1.5. **Rules for attending Rhythmic gymnastics classes** - Rules for attending and behavior in Rhythmic gymnastics classes approved by the Contractor.

1.1.6. **Party** - the Customer or the Contractor separately and in the context of a specific case.

1.1.7. **Parties** - the Customer and the Contractor together.

1.1.8. **Contract** - this contract for the provision of services for conducting Rhythmic gymnastics classes, concluded between the Customer and the Contractor.

1.2. Interpretation

1.2.1. If the content of the Contract does not stipulate otherwise, the following is true:

1.2.1.1. Unless otherwise provided for in the Contract, the terms and concepts used in its text shall have the meanings provided for in the Contract. All other terms and concepts, the meaning of which is not defined by the Contract, are used in the Contract in the meanings by which they are defined in accordance with Legislation and common notions.

1.2.1.2. The definitions of the above terms and abbreviations have the same meaning in both the singular and the plural.

1.2.1.3. References to the Contract also include references to appendices, which have the same legal effect as if they were clearly stated in the text of the Contract.

2. SUBJECT OF THE CONTRACT

2.1. Under the terms of this Contract and by order of the Customer, the Contractor undertakes to provide Rhythmic gymnastics training services, which are provided by organizing group classes (hereinafter - training), according to the training program approved by the Contractor and by holding cultural and artistic events in Rhythmic gymnastics with the participation of the Customer's child (hereinafter - Services), and the Customer undertakes in good faith to observe the training recommendations provided by the Contractor, accept the Services and pay them in due time.

2.2. The time and frequency of the provision of Services are determined by this Contract or separately agreed upon by the Parties.

2.3. The cost of the Services is formed by the Contractor and announced in the Contractor's price list.

2.4. The cost of the Services under this Contract includes access for the child of the Customer to the training sessions for the paid month or «term» (trimester), depending on the selected subscription.

2.5. If you purchase one month of training access, the cost will be higher than the cost of one month of

training if you pay for training per trimester.

2.6. When purchasing from one trimester of classes, the Customer has the opportunity to choose a convenient time to visit the trainings, their quantity and duration, taking into account the schedule of the Contractor.

2.7. The following items are not included in the cost of services under this Contract: individual training sessions; child insurance; expenses for the child's medical examination; expenses related to participation in events (travel, fees, accommodation, costumes); participation in sports training camps; competitions; training equipment.

2.8. The provision of additional services not stipulated in this Contract shall be provided upon separate agreement by the Parties on the terms and conditions of their provision and for a fee.

2.9. The training and contract is valid at any of the locations where Smith Academy is based.

3. ORDER AND TERMS OF CONTRACT CONCLUSION

3.1. The Contract is considered to be concluded and its conditions are accepted by the Customer after its signing and after the Customer or another person on behalf of the Customer pays for the Contractor's services.

3.2. By entering into this Contract, the Customer and the Contractor assume all obligations and acquire all rights provided for in the Contract.

3.3. By signing this Contract and/or paying for the services of the Contractor, the Customer unequivocally confirms that at the time of concluding the Contract, the Customer has familiarized himself/herself with the full text of the Contract, including the price list and rules of attendance of the trainings, fully understood their content, agrees with all the terms of the Contract, and does not consider them burdensome for himself/herself.

3.4. Upon signing the Contract, the Customer shall pay a one-time entry fee of 200 (two hundred) dirhams in favor of the Contractor. The entrance fee shall be spent on inventory, cleaning and other business needs of the Contractor. The entry fee is non-refundable.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor shall:

4.1.1. Provide the Customer's child with access to training in accordance with the paid subscription.

4.1.2. To teach the Customer's child Rhythmic gymnastics according to the existing training program, to conduct training sessions in accordance with the approved schedule and plan.

4.1.3. To organize comfortable conditions for training, observe the rules of safety, protection of life and health of children.

4.1.4. To provide a training process aimed at physical development and skills improvement in the chosen sport (artistic gymnastics), and improvement of sports results.

4.1.5. In case of a sudden deterioration of the child's health, onset of symptoms of acute respiratory infections, flu, and/or other infectious diseases, as well as in case of injury, etc., to inform the Customer, if necessary, call an ambulance and provide first medical aid.

4.1.6 To show respect for the personality of the Customer's child during the training sessions, to protect him/her from any physical and/or psychological pressure, to provide conditions for comfortable moral, psychological and physical health, emotional well-being, taking into account his/her individual characteristics.

4.1.7. Keep a place for the child during the paid training period.

4.1.8. The training location and schedule can be changed in order for children to achieve better results, during the summer season, due to a small number of children in the group, the closure of the gym, etc.

4.1.9. Depending on the decision of the Academy management, groups may be combined or separated during training.

4.1.10. If you pay for a membership at Smith Academy, you agree to all the terms and conditions of the contract, as well as the approach and methods of training. After payment there are no tuition refunds.

4.2. The Customer shall:

4.2.1. Timely pay for the services of the Contractor in the manner and within the deadlines defined by this Contract.

4.2.2. Ensure that his child follows the training schedule established by the Contractor. Avoid missing training sessions without a valid reason.

4.2.3. Provide the Contractor with complete and reliable information about yourself, the child, the state of the physical and psychological health of the child, about any existing restrictions on the ability to

participate in sports and training events and training, about any contraindications and other important information about the child. To be responsible for any damage to the child's life and health caused by the failure to provide the information mentioned in this clause of the Contract to the Customer.

4.2.4. Inform the Performer about any serious medical problems or health deviations that the child may have or acquire.

4.2.5. Regularly check their messages in the messenger and review all messages from the Contractor received through the means of communication specified by the Customer in this Contract.

4.2.6. Before enrolling a child in the corresponding group, provide the Contractor with a medical certificate confirming that the child's physical and medical condition allows their participation in the artistic gymnastics training process.

4.2.7. To ensure the safety of the child from injuries during training sessions, provide the Contractor with a copy of the life and health insurance agreement concluded with any insurance company chosen by the Customer at the time of signing this Contract.

4.2.8. At the request of the Contractor to provide a document confirming payment for the Services under this Contract.

4.2.9. If a child causes material damage to the Contractor, the Customer, as the legal representative of the child, is obliged to compensate all damages caused to the Contractor and third parties.

4.2.10. Read the terms of the Contract, the price list and rules for attending Rhythmic gymnastics classes.

4.3. The Contractor has the right to:

4.3.1. To involve third parties (specialists, coaches, etc.) in providing services, while remaining responsible to the Customer for the quality of the Services provided.

4.3.2. Independently and at their discretion select training programs, training aids, training methods, organize training sessions, and modify the training schedule.

4.3.3. To enroll the child in the corresponding group according to the enrollment regulations, and further transfer to other groups based on the results of control standards for general physical, special physical, technical preparation of the child, and meeting qualification requirements for sports.

4.3.4. Combine study groups as needed during vacations and training camps.

4.3.5. Deny attendance at practice if a child is more than 10 minutes late for practice.

4.3.6. Demand compensation from the Customer for the cost of broken items, equipment, teaching aids and other property located on the Contractor's premises.

4.3.7. Take photos, make video and sound recordings while providing the Services.

4.3.8. Use photos and videos taken during the provision of the Services, including those containing the image of the Customer's child, for promotional purposes, as well as place them on their website, brochures, on their pages in social networks and other advertising media.

4.3.9. Increase or decrease the length of the school period or change the schedule of vacations, days off.

4.3.10. Request from the Customer the documents necessary to conclude and/or fulfill the terms of the Contract.

4.3.11. Do not allow the child to attend training and stop providing services if signs of illness are detected. After recovery, admission to training is possible after providing a medical certificate confirming the child's health status.

4.3.12. Unilaterally terminate the Contract in the event of:

4.3.12.1. systematic failure of the child to meet the trainer's tasks;

4.3.12.2. missing training without a valid excuse more than twice;

4.3.12.3. creation of conflict situations by the child or the Customer that negatively influence the behavior of other children and/or interfere with the training process;

4.3.12.4. the Customer's delay in fulfilling his obligations to pay for the services of the Contractor for more than 7 calendar days.

4.4. The Customer has the right:

4.4.1. Receive services of proper quality within the competence of the Contractor.

4.4.2. Require compliance with the terms of this Contract.

4.4.3. Receive information about the success of the child's training process and recommendations of the responsible coach on these issues.

4.4.4. Receive information about the psychological and emotional adaptation of the child.

4.4.5. Receive information about the organization of the training process.

4.4.6. In case the Customer cannot ensure the child's attendance at the training session, the Customer has the right to postpone this training session and use it during the current or next paid subscription, provided

that all financial obligations to the Contractor are properly fulfilled. If the Customer has not exercised his right to postpone and/or has delayed the fulfillment of his financial obligations, he loses the right to postpone the training. 4.4.7. Unilaterally terminate this Contract, in case of non-performance or improper performance by the Contractor of its obligations under the Contract, having previously notified the Contractor 7 calendar days before the date of termination of the Contract.

5. COST OF SERVICES AND PAYMENT PROCEDURE

- 5.1. The cost of services under this Contract is set by the Contractor and specified in the price list.
- 5.2. Payment shall be made by the Customer on the date of signing this Contract. The payment shall be made by transfer of funds to the account of the Contractor or in any other way not prohibited by the current legislation of the UAE.
- 5.3. Payment shall be deemed to be made from the date of receipt of funds to the Contractor's account or receipt in any other way provided for by the applicable UAE law. Payment is considered to be made only after payment of 100% of the cost of the selected subscription.
- 5.4. The parties have agreed that the amount of money transferred/paid by the Customer to the Contractor under this Contract is non-refundable under any circumstances.
- 5.5. Training services under this Contract are provided on a prepayment basis.
- 5.6. Payment is made by the Customer for providing the child with access to the training process in accordance with the terms of the Contract and for the estimated training period, which may be 1 (one) month or 1 (one) term (trimester), depending on the subscription chosen by the Customer.
- 5.7. Payment for each subsequent billing training period is made on a 100% prepayment not later than the day after the end of the current (paid) training period.
- 5.8. The cost of services under the Contract is not included:
 - 5.8.1. catering for the child;
 - 5.8.2. household services for the child (dressing, undressing, toilet, etc.);
 - 5.8.3. medical examination and medicines;
 - 5.8.4. the provision of official written responses, conclusions, reports, consultations, etc.;
 - 5.8.5. accompanying the child to/from their place of residence, education, and any other destination;
 - 5.8.6. conducting classes at the place of residence or stay of the Customer;
 - 5.8.7. individual training;
 - 5.8.8. sports equipment;
 - 5.8.9. sports uniform;
 - 5.8.10. organization and conduct of events on the occasion of the child's birthday, New Year, Christmas, and other holidays.
- 5.8. The cost of services and the procedure for their payment under this Contract may be unilaterally changed by the Contractor, who notifies the Customer no later than 30 calendar days in advance.
- 5.9. Payment for the periods in which the child did not attend training is made in full on a common basis, regardless of the reasons for the child's absence from training (illness, recovery, weather conditions, traffic jams, etc.), including at the initiative of the Contractor and/or due to force majeure circumstances (quarantine, pandemic, epidemic, imposition of a state of emergency, emergency regime, martial law regime, etc.).
- 5.10. In case of force majeure circumstances, such as quarantine, pandemic, epidemic, imposition of a state of emergency situation, state of martial law, etc., the Contractor provides training online, and payment under the Contract is made in full.
- 5.11. Customers who have already signed a Contract with the Contractor for the provision of artistic gymnastics training services at the time of the change of rates, pay according to the rates specified in the previously signed Contract. After the end of the paid training period, the next training period is paid for at the new rates.

6. LIABILITY OF THE PARTIES

- 6.1. The parties shall be liable for failure to perform or improper performance of the terms of this Contract in accordance with its terms and conditions and applicable law.
- 6.2. The Contractor is responsible for the quality of its services, the provision of the training process in the training room.
- 6.3. The Customer is fully responsible for the child's arrival and departure to the place of training, as well as for the child's presence in the waiting room.
- 6.4. The Customer is fully responsible for the comprehensive medical examination of their child in accordance with the Legislation, the results of which are provided to the Contractor to confirm the child's

health condition and allow their participation in the training sessions.

6.5. The Customer is fully responsible for providing complete and accurate data about himself and the child.

6.6. Neither party shall be held responsible for the non-performance or improper performance of its obligations under this Contract if such non-performance or improper performance is caused by circumstances beyond their control (force majeure circumstances as defined by the legislation).

6.7. Customer agrees that the Contractor shall not be liable for any injury to the Customer or the Customer's child or for any bodily injury, injury or death to the Customer's child outside of school hours.

6.8. Both during school and non-school hours, the Contractor is not responsible to the Customer for the life and health of the Customer's child, as well as for bodily injuries, injuries, illnesses, sprains, muscle pain and other adverse effects on the child.

6.9. The Customer shall be liable for the destruction and/or damage caused by the child to the Contractor's property or property in the Contractor's possession within seven (7) calendar days from the moment the owner of such property submits a motivated request.

6.10. The Contractor is not responsible for damage or loss by the Customer's child of personal belongings and property (wallets, clothes, mobile phones, tablets, jewelry, etc.).

6.11. The Contractor is only responsible for the obligations defined by the Contract and the Legislation.

7. DISPUTE RESOLUTION PROCEDURE

7.1. All disputes and disagreements that may arise between the Parties to this Contract shall be resolved through negotiations.

7.2. If the Parties fail to reach an agreement as a result of negotiations, or if one of the Parties refuses to negotiate, the dispute shall be settled by a court in accordance with the UAE law.

7.3. If a Party violates the terms of this Contract, the other Party shall not be liable for failure to perform its obligations under this Contract.

7.4. Violation of obligations under the Contract is its non-performance or improper performance, that is, performance in violation of the conditions determined by its content.

7.5. The parties shall not be liable for a breach of their obligations under this Contract if it is not due to their fault. A party shall be deemed not at fault if it proves that it has taken all measures dependent on it for the proper performance of its obligations under this Contract.

7.6. None of the Parties shall be liable for non-performance or improper performance of its obligations under this Contract, if this non-performance or improper performance is due to force majeure circumstances (force majeure). The Party affected by force majeure must notify the other Party in writing no later than 5 (five) calendar days from the date of such circumstances.

7.7. The Contract may be terminated by mutual agreement of the Parties. Unilateral termination of the Contract is possible only in cases provided for by this Contract and the laws of the UAE.

8. REPRESENTATIONS AND WARRANTIES

8.1. The parties testify to their equal understanding of the terms of the Contract and its legal consequences, confirm the validity of their intentions at its conclusion, and that the Contract contains no signs of a fictitious or seeming transaction, that it was not concluded under the influence of error regarding its nature, rights and obligations of the Parties, and also under the influence of fraud or coercion of serious circumstances, the terms of the Contract are not onerous for any of the Parties.

8.2. By signing the Contract, the Customer declares and guarantees to the Contractor the following:

8.2.1. The Customer has the necessary scope of legal capacity and competence to enter into and perform the Contract.

8.2.2. the terms of the Contract do not contradict any provisions of contracts concluded by the Customer with other persons, or the terms of other transactions that apply to the Customer under the legislation, any court decision, regulations of state or local authorities.

8.2.3. there are no legal proceedings or investigations (including criminal ones) known to the Customer by state or other authorities, other circumstances that may have a material adverse effect on the scope of the Customer's legal capacity or capability to enter into or perform the Contract and of which the Contractor was not notified in writing before entering into this Contract.

8.2.4. all documents submitted by the Customer for the conclusion/execution of the Contract or at the request of the Contractor are valid and reliable.

8.3. The foregoing undertakings, representations and warranties of Customer are indefinite, unconditional and irrevocable.

8.4. All representations and warranties set forth in this section of the Contract shall remain valid and enforceable throughout the term of the Contract.

8.5. The provision by the Customer of false and/or inaccurate representations and/or warranties specified in this section of the Contract shall be a breach of the Contract and grounds for the Contractor to terminate the Contract with compensation by the Customer for the costs and losses to the Contractor caused by such termination.

9. CONSENT TO PERSONAL DATA PROCESSING

9.1. In accordance with the requirements of the legislation on protection of personal data, in order to implement the contractual relationship, the Contractor shall process personal data of the Customer and his child under the rules of applicable law.

9.2. By signing this Contract, the Customer, taking into account the requirements of the legislation on the protection of personal data, provides the Contractor its consent to:

9.2.1. collection and processing of personal data of the Customer and his child for the purpose of organization and provision of Services by the Contractor to the Customer, as well as implementation of other activities by the Contractor in accordance with the requirements and in the manner prescribed by the Law;

9.2.2. distribution of personal data on the Customer and/or his child, providing access to them to third parties in cases stipulated by the law and / or the Contract, in order to fulfill the obligations under this Contract;

9.2.3. distribution of personal data of the Customer and/or his child and their transfer or provision of access to them to state bodies and local authorities in cases determined by the Legislation;

9.2.4. Entering personal data of the Customer and their child into the personal data databases of the Contractor.

9.2.5. The use of photo/video materials, which may depict the Customer's child during the training process, for advertising and marketing purposes, to popularize their company.

9.3. The Customer confirms that he:

9.3.1. duly notified (informed) by Contractor, at the time of signing the Contract that the Contractor is the owner of personal data regarding him and his child, the composition and content of personal data collected by the Contractor, the purpose of processing personal data and third parties to whom such data will be transferred, as well as on his rights as a subject of personal data defined by the legislation on protection of personal data;

9.3.2. the Customer waives their right to receive notification of the transfer/provision of access to their personal data to third parties, and the Contractor is not required to inform the Customer of such transfer/provision of access, and is released from responsibility for not providing such notification.

10. FINAL PROVISIONS

10.1. This Contract comes into force from the moment of its signing by the Parties and after the payment for the services of the Contractor and is valid until the end of the paid training period or until its termination.

10.2. By entering into this Contract, the Customer automatically agrees to full and unconditional acceptance of its provisions and other terms and conditions of the Services.

10.3. If neither Party declares termination of the Contract after the end of the paid training period, it will be automatically terminated.

11. PARTIES' DETAILS

CONTRACTOR:

MILANA SMIT GYMNASTICS CLUB

license number: 1105091

Address: UAE, Dubai, Oxford Tower, Shop 7

Phone number: +971523157766

E-mail: smithgymnasticsacademy@gmail.com

Milana Smith

CUSTOMER:

Children Name

born on

ID №

Address: _____

Phone/messenger:

E-mail:
