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FLAIRS BIRTHDAY PARTY TERMS AND CONDITIONS

1. Definitions

- i. "The Club" means Flairs Sports Academy (Pty) Ltd
- ii. Any reference to singular includes plural and vice versa
- iii. Any reference to natural persons includes legal persons and vice versa
- iv. Any reference to gender includes the other gender

2. Hire

- i. The Club hereby agrees to provide the Customer with their services

3. Services and Equipment

- i. The Club hereby agrees to provide a birthday party service and all gymnastics equipment to the customer

4. Deposit and Payment

- i. The Customer shall inform The Club of the number of children who will be attending the event
- ii. The Customer shall make the **full payment** to The Club
- iii. Payment shall be made by means of EFT or cash
- iv. The minimum fee for a party of up to 10 children is R1500. Thereafter, the fee is R120 per child
- v. We reserve the right to charge a transport fee for home parties which are based more than 5km away from our Claremont gym.
- vi. A non-refundable deposit is payable immediately (24 hours) after the booking in order to secure your date and time. Failure to do so shall result in the booking being cancelled. The deposit fee is R750
- vii. The deposit forms part of the minimum charge.
- viii. The party timeslot is 2 hours.
- ix. All overdue amounts shall attract an interest at the rate of 24% per annum and shall be compounded monthly in arrears on all amounts owing by the customer to the supplier which have not been paid on the due date thereof, reckoned from the due date thereof until date of payment. Such interest shall be payable on demand.
- ix. Should the number of children booked for the party be less than the original booking, the customer shall forfeit any refund.

5. Risk

- i. The Customer shall be liable for any loss or damage caused to the Equipment during the Party
- ii. The Customer shall, furthermore, be responsible for the replacement cost of any equipment missing or destroyed, for whatever reason.

6. Liability / Indemnity

- i. The Customer hereby agrees and undertakes to keep The Club, its directors, officers, representatives, instructors, and employees ("Representatives") indemnified and to hold the Club and the representatives harmless against any and all losses or damages, injury or harm of whatsoever nature suffered by him or those under his supervision or occasioned as a consequences of his or those under his supervision's presence on The Club's premises or the premises where the event is held and/or participation in any event, game, party of similar activity organised or arranged by The Club or its representatives, irrespective of whether such loss or damage, injury or harm arose out of or was caused by an act, omission or negligence on the part of The Club or its Representatives.
- ii. The Customer furthermore hereby agrees to undertake to keep The Club and the Representatives indemnified and to hold The Club and the Representatives harmless against any and all losses and damages, injury or harm of whatsoever nature suffered by any other person on The Club's premises, whether or not as a consequence of or of participation in any event, games, party or similar activity organized or arranged but The Club or its Representatives, cause by or attributed to or arising out of any act or omission or negligence on his or those under his supervision's part, as a consequence of his or those under his supervision's presence on The Club's premises and/or his or those under his supervision's participation in any such event, game, sport, activity, party or related activity
- iii. Consequent to the above indemnities, the customer hereby indemnify and keep The Club and the Representatives indemnified in respect of all actions, proceedings, liabilities, claims, damages, costs and expenses in relation to or arising out of the foregoing.
- iv. The Customer undertakes and declares that he hereby binds himself and those under his supervision fully to the attached rules, safety and operating procedures as laid down by The Club and its Representatives from time to time, and agree to abide at all times with such rules, safety and operating procedures.
- v. The Customer undertakes that he and those under his supervision will adhere to the instructions of The Club's supervisors at all times
- vi. The Customer acknowledges having read and understood the contents of the indemnity clause for The Club, and accepts that he and anybody under his supervision are bound by it.
- vii. The Customer acknowledges the risks involved with the spread of **COVID-19** and the risks it may hold to their health, the health of those under his supervision and the health of those who may come in contact with them. The Customer accepts those risks and hereby indemnifies and holds Flairs Sports Academy (PTY) Ltd (FLAIRS), Plumstead Gymnastics Club (PLUM GYM) and Claremont Gymnastics Club (CLARE GYM), its

employees, licensees, assign, agents and / or representatives and his/her staff blameless should any persons attending the party contract the disease at the venue of the gymnastics club or from the gymnastics club staff members.

7. Jurisdiction

- i. The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising from this agreement irrespective of the amount claimed and/or value of the equipment involved in such proceedings.
- ii. In the event of The Club instructing its attorneys to take steps to enforce any of its rights under the agreement; the Customer shall be liable for collection charges, debt collecting fees incurred and other legal costs on an attorney and client scale as per The Club appointed attorneys.

8. Domicilium Citandi Et Executandi

- i. The parties choose as their domicilium et citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications or whatsoever nature, the following addresses:

1. The Club: Flairs Sports Academy
 39 Boshof Avenue
 Newlands
 7700

2. The Customer address: (please complete address in space below)

9. Entire Agreement

No extension of time or other indulgences granted by The Club to the Customer shall be construed as a waiver of The Club's rights hereunder and shall not, in any way, prevent The Club from enforcing such rights.

I, _____ (name of responsible person) confirm that I have read and understood these terms and conditions and hereby bind myself thereto.

Signature: _____

Date: _____

ID Number: _____

Email Address: _____

Cell number: _____

PARTY INFORMATION REQUIRED:

Name of Child: _____

Age Turning: _____

Type of Birthday: GYMNASTICS / NINJA

Venue of Party: CLAREMONT GYM / HOME

Preferred Date of Party: _____ (subject to availability)

Preferred Time of Party: _____

Preferred coach/es for Party: _____

Number of children being invited / estimated attendance: _____ (confirmation required 2 days prior to party commencing)

Any special requests / requirements?
