



Gordons Gymnastics Club
9 Hill Park Lane, Mowbray
P.O. Box 13054
Mowbray 7705
Tel 021-686 9213
Fax 086-510 9535
Cell 082-545 6675
E-mail info@gordonsct.co.za
Web www.gordonsgymnastics.co.za
Skype [gordonsgym2](https://www.skype.com/name/gordonsgym2)

CHILDREN PARTY TERMS AND CONDITIONS

1. Definitions

- 1.1 "The Club" means Gordons Gymnastics Club (PTY) LTD.
- 1.2 Any reference to singular includes plural and vice versa.
- 1.3 Any reference to natural persons includes legal persons and vice versa.
- 1.4 Any reference to gender includes the other genders.

2. Hire

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

3. Services and Equipment

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

4. Deposit and Payment

- 4.1 The Customer shall inform The Club of the number of children who will be attending the event.
- 4.2 The Customer shall make the full payment to The Club.
- 4.3 Payment shall be made by means of EFT. No cash deposits accepted.
- 4.4 The minimum fee for a party of up to 10 children is R1120. Thereafter, the fee is R91.00 per child.

Should the party fall on a public holiday the minimum fee for a party of up to 10 children will be R 1150.00, and thereafter it will be R 107.00 per child. The cost



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for Sleepover Parties shall be R2160.00 for up to 30 children. The deposit forms part of the minimum charge.

- 4.5 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 for regular weekend parties is: R 560.00; for public holiday parties: R 575.00 and for Sleepover parties: R 1080.00.
- 4.6 The party timeslot is 2 hours and Sleepover parties are from 19:00 - 08:00, on Friday nights it will take place from 19:00-07:00
- 4.7 All overdue amounts shall attract 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.
- 4.8 Should the number of children booked for the party be less than the original booking, the customer shall forfeit any refund.
- 4.9 Please note that we can accommodate a maximum of approximately 40 children.

5. Risk

- 5.1 The Customer shall be liable for any loss or damage caused to the Equipment while at the premises of the Club.
- 5.2 The CUSTOMER shall, furthermore, be responsible for the replacement cost of any EQUIPMENT missing or destroyed, where the loss or destruction, is caused by the gross negligence, recklessness, malicious behavior or criminal conduct of the customer.

6. Liability / Indemnity

- 6.1. The customer hereby agree and undertake to keep The Club, its directors, officers, representatives, instructors and employees("Representatives")



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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 consequence 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 or similar activity organized 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 any act, omission or negligence on the part of The Club or its Representatives.

- 6.2. The customer furthermore hereby agree and undertake to keep The Club and the 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 any other person on The Club's premises, whether or not as a consequence of or of participation in any event, game, party or similar activity organized or arranged by the club or its representatives, caused by or attributed to or arising out of any act of omission or negligence on his or those under his supervision's part, as a consequence of his or those under his supervisions 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 event.
- 6.3. 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.
- 6.4. The customer undertake and declare that he hereby bind himself and those under his supervision fully to the attached rules, safety and operating procedures as laid down by the club and it's representatives from time to time, and agree to abide at all times with such rules, safety and operating procedures.
- 6.5. The customer undertakes that he and those under his supervision will adhere to the instructions of The Club's supervisors at all times.



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- 6.6. The customer acknowledge having read and understood the contents of this indemnity clause for The Club, and accept that he and anybody under his supervision is bound by it.
- 6.7. Booking protocol is as follows:
- 6.7.1 Once we receive your enquiry, we will confirm via email whether the slot is available.
- 6.7.2 You will secure your booking by payment and sending your proof of payment within 24hrs.
- 6.7.3 We will communicate in writing that your booking is secure.
- 6.7.4 Any changes to bookings MUST be communicated and agreed in writing, before any changes will be made.
- 6.7.5 No changes to bookings are guaranteed.
- 6.7.6 If you have not received confirmation in writing, your booking is not secure, therefore please follow up in writing, as no verbal communication will be accepted.

7. Jurisdiction

- 7.1 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.
- 7.2 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 charged at 6% on R7000.00 or less and 12% on amounts greater than R7000.00, debt collecting fees incurred and other legal costs on an attorney and client scale as per The Club appointed attorneys.



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8. *Domicilium Citandi Et Executandi*

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

8.1.1 THE CLUB:

Gordons Gymnastics Club
9 Hill Park Lane
Mowbray
7705

9. Entire Agreement

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