

BY ACCESSING OR USING THE SERVICES OF THE LITTLE GYM SEA POINT (PTY) LTD., ALL PARENTS AND STUDENTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND WARRANT THAT THEY HAVE READ THE TERMS AND CONDITIONS.

1. **GENERAL RULES**

- 1.1. ACCESSING THE GYM IS EXCLUSIVELY RESERVED FOR CHILDREN WHO ARE REGISTERED IN THE CURRENT CLASS OR SESSION.
- 1.2. ALL CHILDREN UNDER THREE (3) YEARS OLD MUST BE ACCOMPANIED BY A SINGLE ADULT AT ALL TIMES.
- 1.3. NO CHILDREN WILL BE ALLOWED IN THE GYM WITHOUT A COMPLETED LIABILITY WAIVER SIGNED BY A PARENT/GUARDIAN. NO LIABILITY WAIVER, NO ACCESS!
- 1.4. FOR SAFETY REASONS, CHILDREN MUST BE BAREFOOT AND IN COMFORTABLE CLOTHES TO DO GYMNASTICS, AND ADULTS MUST REMOVE THEIR SHOES WHEN ENTERING THE PREMISES.
- 1.5. FOOD AND DRINKS ARE PROHIBITED IN THE GYM AREA.
- 1.6. NO JEWELRY, FACE PAINTING, GLITTER OR SIMILAR IS ALLOWED IN THE GYM AREA.
- 1.7. ANY PROPERTY OR VALUABLES BROUGHT IN IS DONE SO AT YOUR OWN RISK AND *THE LITTLE GYM* WILL NOT BE HELD LIABLE FOR ANY LOSS, THEFT OR DAMAGE OF ANY PROPERTY.
- 1.8. ALL ACCOUNTS MUST BE PAID PRIOR TO SERVICE. WE RESERVE THE RIGHT TO DENY ACCESS, OR TO CANCEL A SPOT HELD WHEN SUCH HAS NOT BEEN PAID FOR.
- 1.9. ACCESS TO *THE LITTLE GYM* PARKING BAYS IS ONLY AVAILABLE DURING THE DURATION OF YOUR VISIT TO OUR PREMISES. IF YOU ARE USING OUR PARKING BAYS OUTSIDE YOUR VISITING HOURS AT OUR PREMISES; OR IF YOU ARE USING ANOTHER PARKING BAY NOT ALLOCATED TO *THE LITTLE GYM*, YOU MAY BE CLAMPED AND BE LIABLE TO THE PAYMENT OF A FINE. PARKING IS AT YOUR OWN RISK AND *THE LITTLE GYM* WILL NOT BE HELD LIABLE FOR ANY FINES, LOSS, THEFT OR DAMAGE OF ANY VEHICLE OR ANY ITEMS INSIDE SUCH A VEHICLE.

2. **CLASSES**

- 2.1. **REGISTRATION FEE:** THIS FEE IS MANDATORY AND COVERS THE ADMINISTRATIVE COSTS TO BECOME A MEMBER. IT IS VALID FOR THE ENTIRE FAMILY, AS-LONG-AS YOUR ENROLMENT IS ACTIVE. AS A MEMBER, YOU WILL ALSO RECEIVE DISCOUNTS ON OTHER PROGRAMS.
- 2.2. **TRY OUT SESSIONS:** TRY OUT SESSIONS ARE FOR CHILDREN WHO HAVE NEVER ATTENDED A CLASS BEFORE AND IT IS AN OPPORTUNITY TO TRY THE CLASS BEFORE ENROLLING. A PARTICIPATION FEE IS REQUESTED FOR THE TRYOUT SESSION, WHICH IS DEDUCTED FROM YOUR CONTRACT OR PACKAGE IF YOU ENROLL IMMEDIATELY AFTER YOUR TRY OUT SESSION. TRY OUT SESSIONS ARE HOWEVER FREE FOR THE SIBLINGS OF MEMBERS WHO HAVE ACTIVE CLASSES ON THEIR ACCOUNT.
- 2.3. **CONTRACTS AND PACKAGES:** OUR CURRICULUM RUNS FOR CHILDREN FROM 4 MONTHS TO 12 YEARS OLD. WHEN YOU ENROLL IN OUR CLASSES, YOU WILL CONTINUOUSLY BE ENROLLED FOR A CLASS ONCE A WEEK (EXCLUDING GYM CLOSURE, PLEASE REFER TO CLAUSE 2.7) AT THE SAME DAY AND TIME EVERY WEEK, UNTIL YOUR CHILD IS READY TO UPGRADE TO ANOTHER CLASS. IF YOU WISH TO CHANGE THE TIME AND DATE OF THESE CLASSES, SIMPLY LET US KNOW AND WE WILL MAKE THE CHANGES (ACCORDING TO AVAILABILITY). YOU PAY FOR THE RESERVATION OF YOUR CLASS, NOT FOR EACH LESSON ATTENDED.
 - 2.3.1. **DEBIT ORDER CONTRACTS (DEBIT PAYMENT INSTRUCTIONS):** THIS MEANS THAT WE HAVE BROKEN DOWN THE PRICE OF A FULL-YEAR PROGRAM INTO MONTHLY PAYMENTS. DEBIT ORDER CONTRACTS ARE FOR A MINIMUM OF 3-, 6- OR 12- DEBIT PAYMENT INSTRUCTIONS. ONCE THE RELEVANT MINIMUM DEBIT PAYMENT INSTRUCTIONS ARE COMPLETED, YOUR CONTRACT WILL NOT BE CANCELLED, AND WILL BECOME A MONTH-TO-MONTH CONTRACT. IF YOU WISH TO CANCEL YOUR DEBIT ORDER CONTRACT, PLEASE REFER TO CLAUSE 2.6.3.
 - 2.3.1.1. **PAUSING YOUR DEBIT ORDER CONTRACT:** YOU MAY PAUSE YOUR CONTRACT FOR A MAXIMUM COLLECTIVE PERIOD OF TWO (2) MONTHS FOR EVERY TWELVE (12) MONTH CYCLE. A PAUSING FEE WILL HOWEVER BE COLLECTED FOR EVERY PAUSED MONTH, WHICH WILL ENSURE THAT YOUR CURRENT CLASS IS SECURED FOR YOUR RETURN. THE UNATTENDED CLASSES DURING YOUR PAUSE PERIOD ARE NOT COUNTED AS MAKE-UP CLASSES AND CANNOT BE REDEEMED WHEN COMING BACK. AN AMENDMENT FORM MUST BE COMPLETED 1 MONTH PRIOR THE PAUSING THE CONTRACT, FOUND AT THE FOLLOWING LINK: [HTTPS://BIT.LY/3PL5QMK](https://bit.ly/3PL5QMK)
 - 2.3.2. **UPFRONT PACKAGES:** UPFRONT PACKAGES ALLOWS FOR A SINGLE PAYMENT TO BE MADE FOR ENROLLMENT FOR A MINIMUM OF 3 MONTHS. THE RELEVANT PACKAGE AND PAYMENT MUST BE PAID IN FULL PRIOR TO THE COMMENCEMENT OF THE FIRST CLASS.
- 2.4. **PRACTICE TIMES:** PRACTICE TIME SESSIONS ARE A COMPLIMENTARY CLASS BENEFIT. CHILDREN HAVE ACCESS IF THEY ARE MEMBERS WITH ACTIVE CLASSES ON THEIR ACCOUNT. SINCE THIS IS A COMPLIMENTARY SERVICE, THERE ARE NO DISCOUNTS IF YOU CAN'T MAKE IT TO A PRACTICE TIME.
- 2.5. **MAKE-UP POLICY FOR CLASSES**
 - 2.5.1. TO QUALIFY FOR A MAKE-UP CLASS, PLEASE NOTIFY US OF YOUR ABSENCE BEFORE 09.00 AM ON THE DAY OF YOUR CLASS, OR THE CLASS WILL BE LOST, AND NO MAKE-UP CLASS WILL BE AVAILABLE.

- 2.5.2. MAKE-UP CLASSES NEED TO BE COMPLETED DURING YOUR ACTIVE ENROLLMENT PERIOD AND CANNOT BE USED IN PLACE OF TUITION, TAKEN AS FREE CLASSES, USED TO EXTEND AN ENROLLMENT, TRANSFERRED TO A SIBLING, OR USED DURING THE PAUSING PERIOD OF YOUR CONTRACT (PLEASE REFER TO CLAUSE 2.3.1.1).
- 2.5.3. IF A MAKE-UP CLASS CANNOT BE ATTENDED, THEN THAT CLASS WILL BE LOST.
- 2.5.4. AVAILABILITY FOR MAKE-UP CLASSES ARE NOT GUARANTEED AND ARE PROVIDED ON A FIRST COME FIRST SERVED BASIS.
- 2.5.5. MAKE-UP CLASSES CAN ONLY BE USED BY MEMBERS WHO ARE ACTIVELY ENROLLED AND WHOSE ACCOUNT PAYMENTS ARE UP TO DATE.
- 2.6. **REFUNDS & CANCELLATION POLICY**
 - 2.6.1. **REGISTRATION FEES** ARE NON-REFUNDABLE AND NON-TRANSFERRABLE.
 - 2.6.2. **TRY OUT CLASSES** ARE NON-REFUNDABLE, BUT CAN HOWEVER BE POSTPONED ONCE WITH 24H NOTICE.
 - 2.6.3. **DEBIT ORDER CONTRACTS:** CLASSES THAT HAVE ALREADY OCCURRED (INCLUSIVE OF LOST CLASSES) ARE NON-REFUNDABLE. MEMBERS CAN CANCEL THEIR DEBIT ORDER CONTRACT AS SOON AS THE MINIMUM DEBIT PAYMENT INSTRUCTIONS HAVE BEEN COMPLETED. SHOULD THE MINIMUM DEBIT PAYMENT INSTRUCTION NOT BE COMPLETED, THE OUTSTANDING BALANCE WILL BECOME DUE AND PAYABLE, WHEREAFTER THE MEMBER MAY STILL ATTEND CLASSES UP UNTIL THE EFFECTIVE CANCELLATION DATE. ONE (1) CALENDAR MONTHS' NOTICE IS REQUIRED TO CANCEL YOUR CONTRACT, AND FURTHER REQUIRES THE COMPLETION OF AN AMENDMENT FORM, FOUND AT THE FOLLOWING LINK: [HTTPS://BIT.LY/3PL5QMK](https://bit.ly/3PL5QMK)
 - 2.6.4. **UPFRONT PACKAGES:** CLASSES THAT HAVE ALREADY OCCURRED (INCLUSIVE OF LOST CLASSES) ARE NON-REFUNDABLE. IF CANCELLED, ANY OUTSTANDING CLASSES NOT YET ATTENDED CAN BE TRANSFERRED TO A SIBLING OR ANOTHER MEMBER OR TRANSFERRED TO ANY OF OUR OTHER PROGRAMS. CANCELLATION REQUIRES ONE (1) CALENDAR MONTHS' NOTICE BUT WILL ALLOW THE MEMBER TO STILL ATTEND CLASSES UP UNTIL THE EFFECTIVE CANCELLATION DATE. A PROCESSING FEE EQUIVALENT TO A 1-MONTH NOTICE MAY BE CHARGED.
- 2.7. **GYM CLOSURE:** WHEN THE GYM CLOSURES, THE DATES DURING SUCH CLOSURE ARE NOT COUNTED AS CLASSES, SO YOU ARE NOT LOSING CLASSES. ANY DATES OF CLOSURE ARE SET IN ADVANCE AND WILL BE VISIBLE ON OUR WEBSITE AND AT THE LOBBY DESK. DURING OUR HOLIDAY CAMPS WE HOWEVER OFFER CLASSES IN THE AFTERNOONS AS AN ALTERNATIVE. THIS IS A COMPLIMENTARY BENEFIT OFFERED TO OUR MEMBERS WHO ARE ACTIVELY ENROLLED WITH A DEBIT ORDER CONTRACT OR UPFRONT PACKAGE.
- 2.8. **GYMBASSADOR VOUCHER:** MEMBERS WHO ARE ENROLLED IN THE WEEKLY CLASSES GET ACCESS TO OUR REFERRAL BENEFIT FOR EVERY PERSON WHO THEY REFER AND GET TO ENROLL IN THE WEEKLY CLASSES WITH US. IT IS IMPORTANT THAT THE REFERRAL GIVE US THE NAME OF THE REFERRED CONTACT AT RESERVATION OF THE FIRST-CLASS VISIT. ONCE THE FIRST VISIT IS PASSED, NO REFERRAL CAN BE ADDED ANYMORE. PARENTS RECEIVE A R 250 VOUCHER DEDUCTED FROM THEIR NEXT MONTH PAYMENT COLLECTION BY DEBIT ORDER. IF THE REFERRAL COMES FROM A NANNY, A "THANK YOU GIFT" FOR THE AMOUNT OF R 250 WILL BE OFFERED TO THE NANNY. IT'S ONE OR THE OTHER, NOT BOTH TOGETHER! UNLIMITED DISCOUNTS FOR AS LONG AS YOU ARE A MEMBER.
3. **BIRTHDAY PARTIES**
 - 3.1. WHEN RESERVING A BIRTHDAY PARTY, A NON-REFUNDABLE DEPOSIT OF R1,000 IS REQUIRED TO SECURE THE BOOKING AND TIME SLOT. ANY BOOKING FOR A BIRTHDAY PARTY WILL ONLY BE SECURED UPON RECEIPT OF PAYMENT OF THE DEPOSIT. PLEASE NOTE THAT THE DEPOSIT IS AND SHALL REMAIN NON-REFUNDABLE, UNDER ANY AND ALL CIRCUMSTANCES (UNLESS IN INSTANCES OF FORCE MAJEURE).
 - 3.2. A BIRTHDAY PARTY WILL FURTHER REQUIRE:
 - 3.2.1. A PLANNING SHEET, WHICH MUST BE COMPLETED IN FULL, WITH SPECIFIC REFERENCE TO ANY APPLICABLE TIMES OR DEADLINES, AT LEAST TWO (2) WEEKS PRIOR TO THE INTENDED DATE.
 - 3.2.2. THE NUMBER OF CHILDREN WHO WILL ATTEND THE BIRTHDAY PARTY, ALSO TO BE CONFIRMED TWO (2) WEEKS PRIOR TO THE INTENDED DATE.
 - 3.2.3. THE PAYMENT OF THE BALANCE, AND THEREFORE FULL AND FINAL PAYMENT, TWO (2) WEEKS PRIOR TO THE INTENDED DATE.
 - 3.3. IF YOUR CHILD IS SICK OR UNABLE TO ATTEND FOR ANY REASONABLE REASON, PLEASE LET US KNOW 24H BEFORE, SO THAT WE MAY ATTEMPT, TO THE BEST OF OUR ABILITIES, TO RESCHEDULE THE BIRTHDAY PARTY TO ANOTHER DATE, PREFERABLY AS CLOSE AS POSSIBLE TO YOUR INITIALLY SCHEDULED DATE, ACCORDING TO AVAILABILITY. SHOULD WE BE UNABLE TO FIND ANOTHER DATE THAT SUITS ALL THE PARTIES, THE BIRTHDAY PARTY DEPOSIT CAN BE TRANSFERRED TO YOUR ACCOUNT AND USED FOR OUR CLASSES OR OTHER PROGRAMS. A CANCELLATION FEE WILL BE PROCESSED.
 - 3.4. AMENDMENTS TO THE NUMBER OF CHILDREN ATTENDING, MUST BE MADE 72H IN ADVANCE. IF THE NUMBER OF CHILDREN ATTENDING INCREASES SIGNIFICANTLY, THERE MAY BE AN ADDITIONAL CHARGE. ANY AMENDMENT MADE LESS THAN 72H IN ADVANCE WILL UNFORTUNATELY NOT BE ACCEPTED BY THE LITTLE GYM.
 - 3.5. **REFUNDS & CANCELLATION POLICY**
 - 3.5.1. **NON-REFUNDABLE DEPOSITS** ARE NON-REFUNDABLE AND NON-TRANSFERRABLE.

- 3.5.2. **PAYMENTS OF THE BALANCE:** IF CANCELLED 14 DAYS PRIOR, THE BALANCE WILL BE REFUNDED. IF CANCELLED BETWEEN 13 AND 8 DAYS IN ADVANCE, THE BALANCE CAN BE KEPT AS CREDIT ON YOUR ACCOUNT. IF CANCELLED LESS THAN 7 DAYS PRIOR, THE BALANCE IS NON-REFUNDABLE AND NON-TRANSFERRABLE.

4. HOLIDAY CAMPS

- 4.1. HOLIDAY CAMP SESSIONS MUST BE PAID IN FULL AT RESERVATION.
- 4.2. THE SESSIONS ARE ONLY GUARANTEED UPON RECEIVAL OF THE FULL PAYMENT.
- 4.3. SESSIONS CANCELLED 7 DAYS PRIOR WILL BE FULLY REFUNDED, IF CANCELLED AFTER SEVEN (7) DAYS BUT 48H IN ADVANCE, IT CAN BE KEPT AS CREDIT ON THE ACCOUNT, BUT CANCELLATION LESS THAN 48H PRIOR IS NON-REFUNDABLE AND NON-TRANSFERRABLE.

5. PARENTS' SURVIVAL NIGHTS

- 5.1. PARENT' SURVIVAL NIGHT SESSIONS MUST BE PAID IN FULL AT RESERVATION.
- 5.2. THE SESSIONS ARE ONLY GUARANTEED UPON RECEIVAL OF THE FULL PAYMENT.
- 5.3. SESSIONS CANCELLED 7 DAYS PRIOR WILL BE FULLY REFUNDED, IF CANCELLED AFTER SEVEN (7) DAYS BUT 48H IN ADVANCE, IT CAN BE KEPT AS CREDIT ON THE ACCOUNT, BUT CANCELLATION LESS THAN 48H PRIOR IS NON-REFUNDABLE AND NON-TRANSFERRABLE.

6. LATE POLICY FEE ON ALL SERVICES

PLEASE BE ADVISED THAT INTERESTS WILL BE ACCRUED AT THE PRIME RATE ON ALL OUTSTANDING AMOUNTS. PAYMENTS ARE CONSIDERED AS OUTSTANDING AMOUNTS WHEN THEY ARE SUBMITTED MORE THAN 30 DAYS AFTER THE INVOICE IS ISSUED.

PLEASE BE ADVISED THAT INTEREST WILL BE ACCRUED AT THE PRIME RATE ON ALL AMOUNTS OUTSTANDING, FOR WHATSOEVER REASON, LONGER THAN 30 (THIRTY) DAYS FROM THE DUE DATE. SUCH INTEREST WILL BE CALCULATED ON A MONTHLY BASIS AND ALL PAYMENTS WILL BE ALLOCATED FIRST TO INTEREST, THEN TO DISBURSEMENTS, AND THEN TO THE OLDEST OUTSTANDING FEE.

WE MAY SUSPEND THE PROVISION OF THE SERVICES UNTIL ALL AMOUNTS DUE ARE PAID IN FULL.

IN THE INSTANCES WHERE WE MAKE USE OF ANY LEGAL OR OTHER SERVICES TO COLLECT OUTSTANDING AMOUNTS, YOU WILL BE RESPONSIBLE FOR ANY COSTS INCURRED IN THIS REGARD.

7. PROTECTION OF PERSONAL INFORMATION

- 7.1. ANY SUBMISSION OF ANY PERSONAL INFORMATION BY ANY CLIENT THROUGH THEIR DEALINGS WITH THE COMPANY FOR ANY PURPOSES WHATSOEVER, SHALL FOLLOW STRICT ADHERENCE TO THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013; AND IS FURTHER GOVERNED BY THE PRIVACY POLICY OF THE COMPANY – TO BE FOUND ON THE COMPANY WEBSITE.
- 7.2. ALL CLIENTS HEREBY SPECIFICALLY ACKNOWLEDGE THAT THEIR ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN INCLUDES ACCEPTANCE OF THE PRIVACY POLICY OF THE COMPANY.

8. WARRANTIES AND LIABILITY

- 8.1. ANY CLIENT OF THE COMPANY WARRANTS THAT THEY SHALL AT ALL TIMES PROVIDE ALL NECESSARY AND REQUIRED INFORMATION, AND THAT ANY SUCH INFORMATION PROVIDED SHALL BE THE CORRECT INFORMATION.
- 8.2. ANY CLIENT FURTHER WARRANTS THAT THEY HAVE THE NECESSARY CAPACITY AND AUTHORITY TO ENTER ANY AGREEMENT OR CONTRACT ON BEHALF OF A CHILD.

9. WAIVER

- 9.1. NOTHING SHALL MODIFY THE TERMS AND CONDITIONS HEREIN, AND NO ACTION SHALL WHATSOEVER BE CONSTRUED AS A WAIVER OR RELAXATION OF ANY OF THE TERMS AND CONDITIONS HEREIN.