
TERMS AND CONDITIONS OF THE AGREEMENT

Service Provider hereby provides capoeira training to Client on the terms and conditions herein from the commencement date and for the period stated therein.

1. Right to cancel the agreement

- 1.1. The Client may terminate the fixed term agreement giving 20 business days' notice.
- 1.2. Upon the cancellation the Client remains liable to the Service Provider for a reasonable cancellation penalty of 10% of the balance of the membership period in contemplation of section 14 of the Consumer Protection Act as read with the factors listed in regulation 5 of the said Act.

2. Acknowledgments and Warranties

- 2.1. The Client warrants that the information given is true and correct.
- 2.2. Client warrants that to the best of his/her knowledge and belief are in good health, are not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort, well-being or physical condition. Client acknowledges that it is his/her responsibility to seek medical advice before engaging in any exercise with the Service provider and should he/she have any concerns over his/her physical condition they will advise us immediately should circumstances change.

3. Payment

- 3.1. Client shall pay Service Provider the fees **via EFT payments only** as set out in the schedule free of exchange and without any deduction or set off.
- 3.2. If Service Provider shall be liable for payment of R100 per failed debit order.

4. Use

- 4.1. Adult Client's shall have unlimited use of classes presented.
- 4.2. 3–5-year-old Client's are allowed one class per week.
- 4.3. Membership includes full use of the Academy and functional training area from 7am to 7pm weekdays and 8am-12pm on Saturdays.

5. Limitation of liability

- 5.1. Client agrees and acknowledges that he/she will not hold Service Provider liable for any loss, damage or theft on the part of its employees, independent contractors, consultants and/or members save for loss, damage or theft arising directly out of the gross negligence or fraudulent intent of Service provider.
- 5.2. Client agrees to use all facilities and equipment in a proper manner. Client agrees that Service Provider will not be liable to Client or his/her dependants for any loss or damage (other than loss or damage directly attributable to Service Provider's gross negligence or fraudulent intent) which Client or any third party may suffer as a consequence of your incorrect use of facilities or your breach of warranties provided in 2 above and whether or not such loss arises from any bodily injury, disability, loss of life or damage to property. Client will be liable for any damage caused to equipment or facilities through negligent use of same.
- 5.3. Subject to the provisions of the Consumer Protection Act, Service Provider's liability to Client and/or any other third party for any damages or loss of whatsoever nature, including without limitation any damages or loss caused by negligence (but excluding gross negligence) of Service Provider, its servants, agents and subcontractors will in any event and under all circumstances be limited to an amount equal to the aggregate of membership fees paid by Client in terms of this

membership agreement for the period of 12 months preceding the date of notification of any claim by Client.

5.4. Client agrees that the limitations of liability imposed are fair and equitable.

5.5. shall insure that the goods are secured against such risk of loss, damage or destruction as property of the nature of goods is ordinary insured during the period of this agreement.

6. Membership Fees Options & Charges

6.1. A non-refundable joining fee of R100 is payable on commencement of this agreement.

6.2. The 12-month fees may be paid as follows and we request that you tick the appropriate option:

6.2.1 R850/ month___;

6.2.2 R2250 every 3 months:___;

6.2.3 R550/month-3-5 year olds: ___.

6.3 Students, including Parents of younger students shall receive discounted therapies (excluding drips) at our ThriveLabs - performance, recovery and anti aging facility under the following conditions:

6.3.1 Attendance of 3 classes per week over the course of a month - 25% discount

6.3.2 Attendance of 4 classes per week over the course of a month - 50% discount

7. Cooling off period

7.1. Client is entitled to a full refund of monies paid if Client terminates this Agreement within 7 (seven) days from the date of acceptance of the terms and conditions of this Agreement.

8. Notices to service provider

8.1. Any notices by Client to service Provider, including notice of cancellation must be sent to info@capoeiragp.co.za.

9. Domicilium

9.1. The Client chooses domicilium citandi et executandi ("domicilium") for all purposes at its address in the schedule of this agreement. Client may change his/her domicilium or facsimile number by written as per clause 8 above.

10. Non-Variation

10.1. This is the entire agreement between the parties relating to the goods. There are no oral or collateral written agreements which in any way vary or modify this agreement or suspend the operation of same and there are no implied or tacit terms or conditions to be read into this agreement.

11. Obligations of Client on Termination

Upon expiry of this agreement and at the end of the contract period or upon termination of this agreement for any other reason Client shall vacate the service provider's facilities and remove any personal items.

12. Privacy Statement

Service Provider ("We") is committed to protecting Client's privacy and voluntarily subscribe to the principles as outlined in S51 of the Electronic Communications and Transactions Act 25 of 2002.

12.1 When do we collect information?

We will obtain personal information from Client upon completion the Membership Agreement.

12.2 What information do we collect?

The types of information collected includes Client's name, ID or passport number, date of birth, e-mail address, telephone number and the bank account detail Client nominates for debit orders to be taken from.

12.3 Is it mandatory for you to supply the information?

Client is required to supply the information to be accepted as a member.

12.4 For what purpose do we use this information?

We will use your personal information for the following purposes:

- to provide Client with the services information that Client has requested;

- to provide Client with access to services related to membership and/or
- for administration purposes.

12.5 How do we protect personal information?

We use a secure server and also take appropriate measures to ensure that the information disclosed to us is kept secure, accurate and up to date and kept only for so long as is necessary for the purposes for which it is used.

12.6 Will we disclose the information we collect to outside parties?

As indicated above, we may pass Client's information to our service providers, organisations in the same industry, agents and associated organisations, provided that the disclosure of such information will further the purpose for which such information is collected as set out herein.

We may also need to disclose your information if required to do so by law.

12.7 Right of access and correction of inaccuracies

Client has the right to ask for a copy of the information we hold about client (for which we may charge a small fee) and to have any inaccuracies in your information corrected.

12.8 Changes

If Client's personal details change, please inform us via email as per clause 8 above.

12.9 CCTV Policy

Please note that our facility monitored by CCTV 24 hours a day. We reserve the right for its employees and contractors to review footage as required, and by entering onto our sites Client consents to his/her image being recorded and reviewed and waive any and all claims in relation to same. Recorded CCTV footage will be stored securely and retained in accordance with Service Provider's data protection policy.

12.10 Your consent

By providing us with your personal data, including sensitive personal data such as on your health, and by accepting the terms and conditions of the Membership Agreement you consent and opt in to:

1. the processing and further processing of any information you provide us in accordance with the above purposes and this privacy statement;

You are entitled to withdraw your consent and opt out of 1 notice to us as per clause 8 above.

13. RULES

All members, guests, visitors and staff must abide by the Rules. Your failure to comply with the Rules may result in severe consequences, including but not limited to termination of your membership. If you notice someone that is not obeying the rules, please notify one of our staff members and do not attempt to enforce the rules yourself. We all have a responsibility towards each other, to ensure we follow the spirit of the Constitution of the Republic of South Africa and uphold the dignity of every person. At any time we may change these rules, and we will always have the updated version available on our website _____.

The rules are as follows:

1. Our facilities are for the use of our members and guests only.
2. Members above the age of 5 will require to purchase uniform (when available, as it is sourced from Brazil and isn't always in stock)
3. Please treat everyone as you would like to be treated.
4. Please consult a doctor if you are concerned about any health risks. If you do experience any chest pains, discomfort or sudden headaches, dizziness or acute pain, stop exercising immediately and inform one of our staff members.
5. Please remain hydrated and remember that no food or other drinks are allowed on our training floors and studios etc.
6. Please use a sweat towel and wipe down are used with disinfectant after use.

7. Please enter and leave the facilities during the stipulated operating hours.
8. Pets (other than guide dogs) are not allowed into our facilities.
9. Firearms or any weapons are not permitted into our facilities.
10. No smoking of cigarettes or any e-cigarettes are allowed in our facilities.
11. Please note no photos or videos are permitted to be taken in our facilities without prior permission received.
12. You may not have alcohol or drugs on our premises or be under the influence of either while training in our facilities.
13. If your membership is in arrears or has been cancelled (including due to arrears), you will not be allowed into the facilities.
14. Do not threaten or intimidate or use menacing behaviour towards other members, guests, visitors or staff.
15. Do not verbally, sexually, or physically harass or abuse any members, guests, visitors or tenants and staff.
16. Do not perform any unhygienic or immoral acts, including that of a sexual nature.
17. Please do not tamper with any fire doors or safety equipment.
18. Please follow the staff's instruction in an emergency procedure. Please report all injuries and incidents to a staff member.
19. All complaints and queries should be made directly to the email address in clause 8 above.
20. Our right of admission is reserved at all times.