



Address:  
338 Spionkop Rd, North Riding AH,  
Roodepoort, JHB, 2162, Gauteng, S.A.

Reg Nr: 2023 / 709089 /07 | VAT: 444 031 9996

## Terms and Conditions

Our terms and conditions are designed to keep your team safe, ensure professional delivery, and uphold fair boundaries so everyone enjoys a smooth, impactful event. By paying the deposit or confirming your booking, you agree to these terms.

### 1. Bookings & Payment

#### 1.1 Deposit & Confirmation

A **50% non-refundable deposit** is required within **7 days** of receiving your quotation to secure your event date. No date is guaranteed until the deposit is received.

#### 1.2 Final Payment

Full payment is due **14 days before the event date**.

Events not paid in full may be postponed or cancelled at Phoenix's discretion.

#### 1.3 Late Payments

Overdue accounts will incur **2% monthly interest**, and **future services may be suspended** until all outstanding amounts are settled.

#### 1.4 Currency & Tax

All invoices are in Rand (ZAR) and are exclusive of VAT unless otherwise stated.

### 2. Cancellations, Postponements & Changes

#### 2.1 Cancellation by Client

**2.1.1** Cancelling **14–7 days** before the event → **50% cancellation fee**

**2.1.2** Cancelling **7 days or less** before the event → **100% cancellation fee**

#### 2.2 Postponements

In the case of illness, emergencies, or unforeseen circumstances, Phoenix may allow a **one-time rescheduling** within **6 months**, at no additional charge.

This excludes any costs already incurred (e.g., venue, travel, equipment, catering).

New dates are subject to availability.

#### 2.3 Last-Minute Changes

Changes requested **within 72 hours of the event** may incur additional costs, including travel, facilitator fees, venue adjustments, or logistics.

#### 2.4 Non-performance Due to Client Delays

If the client's team or event activities start significantly late, Phoenix may shorten the program without refund or charge overtime (see Section 4).

### 3. Alcohol & Substance Policy – Zero Tolerance

To ensure safety and minimise liability:

- Phoenix enforces a **strict no-alcohol and no-drug policy** before and during all activities.
- Any participant arriving intoxicated or consuming alcohol during the event **will not be allowed to participate**.





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- Phoenix may **stop the event** if intoxication creates a safety risk.
- No refunds will be given for participants or teams removed due to alcohol or misconduct.

### Liability Implications:

Clients remain responsible for participants' behaviour. Phoenix will not accept liability for injuries, accidents, or damages caused by participants under the influence. In cases where intoxication creates risk, Phoenix may withdraw services without refund, and full invoice value remains payable.

*Phoenix may **stop the event immediately** if intoxication creates a safety risk for participants or facilitators.*

## 4. Lateness, Agenda Changes & Overtime

Your team arriving on time ensures the full program runs smoothly.

### 4.1 Grace Period

A **30–45-minute grace period** is allowed.

### 4.2 Late Starts

If the team arrives later than the grace period, Phoenix reserves the right to:

**4.2.1 Shorten the program** with no refunds; and

**4.2.2 Charge R500 per facilitator per additional 45 minutes** of waiting or overtime.

## 5. Venue, Weather & Indoor Backup

### 5.1 Venue Responsibility

**5.2** Sometimes Phoenix books the venue; sometimes the client does.

**5.2.1** If Phoenix secures the venue, all venue T&Cs and cancellation policies apply.

**5.2.2** If you, the client books the venue, you must ensure

**5.2.2.1** A suitable indoor backup space exists

**5.2.2.2** Adequate shade, seating, water, and bathrooms

**5.2.2.3** All venue fees, permits, catering costs, and penalties remain the client's responsibility.

### 5.3 Weather Policy

For outdoor events, Phoenix will provide a **rain plan**, subject to venue suitability and indoor space availability. Unsafe weather may result in program adaptation or rescheduling.

## 6. Safety, Participation & Medical Requirements

### 6.1 Safety First

All activities are designed with safety in mind and facilitated by trained professionals.

Participation is voluntary and at each participant's own risk.

### 6.2 Medical Conditions

Clients must notify Phoenix in writing of any relevant medical, mobility, or mental health conditions. Phoenix cannot be held responsible for undisclosed conditions.





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### 6.3 Refusal of Participation

Phoenix may remove any participant who:

- 6.3.1 Acts dangerously
- 6.3.2 Ignores safety instructions
- 6.3.3 Behaves aggressively
- 6.3.4 Is intoxicated or disruptive

No refunds apply if participants are removed for safety reasons.

### 6.4 Client Liability

Phoenix accepts no responsibility for injury, loss, or damaged property unless caused by proven negligence by Phoenix.

## 7. Behaviour & Event Conduct

7.1 To protect the safety and enjoyment of all:

- 7.1.1 Participants must follow facilitator instructions.
- 7.1.2 Aggression, violence, harassment, intoxication, or unsafe behaviour may result in immediate removal or event termination.
- 7.1.3 Full payment remains due if the event is stopped due to participant misconduct.

## 8. Photos, Videos & Media Use

- 8.1 Phoenix may take photos and videos during events for marketing and portfolio use. Clients who prefer not to be photographed must **opt-out in writing before the event**. Attendance implies consent where no opt-out is received. *Media will be handled in accordance with South African POPIA guidelines – see our privacy policy on our website.*

## 9. Freelance Facilitators

Phoenix works with a variety of freelance facilitators and specialists.

Phoenix remains the responsible service provider and guarantees professional delivery.

## 10. Force Majeure

Phoenix shall not be liable for delays or non-performance caused by circumstances beyond its control, including but not limited to:

- Loadshedding
- Strikes
- Extreme weather
- Venue failure
- Civil unrest
- Accidents or emergencies





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If such circumstances arise, Phoenix will assist in rescheduling or adjusting the program as reasonably possible.

## 11. Acceptance of Terms

Payment of the deposit, or written confirmation of the quotation, constitutes full acceptance of these Terms & Conditions.

**I acknowledge that I have read and understood the Terms and Conditions and confirm that I am authorised to accept them on behalf of my organisation.**

\_\_\_\_\_  
Your Name and Surname

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

***Thank you for helping us keep this experience safe, inclusive, and unforgettable.***

**Phoenix Teambuilding & Training (Pty) Ltd**

*We ignite connection, courage, and collaboration — safely, joyfully, and responsibly.*