

Extremely South African Adventure Tours cc.  
trading as XSA Climbing Walls  
Contact: Wayne Thompson – 0849512850  
Email: info@climbingwalls.co.za  
Websites: http://www.climbingwall.co.za



## Mobile Rock Climbing Wall - Order Form

Order Date

**Company Name:**

**Contact:**

**Address:**

**Telephone:**

**Cell:**

**Email:**

**Website:**

**Fax:**

**Vat:** (if required)

**P/O Number:** (if required)


### Description

#### ~ Mobile Climbing Wall

**Includes:**

- ~ Rock Climbing Wall hire.
- ~ 2-3 x Rock Climbing Wall Supervisors (fit harness', rope and safety management, crowd control)
- ~ Transport, Set up & Breakdown of the wall.
- ~ Pre-show and Post-show advertising on www.climbingwall.co.za (if applicable)

#### Schedule:

#Days	Dates	Times	Address

To place an order, please initial this page, sign the disclaimer and email to  
[wayne@climbingwalls.co.za](mailto:wayne@climbingwalls.co.za)

Payment Terms as per quotation/ brochure. Terms and Condition Apply.  
If you require an engineer to sign off the structure, please let us know.

**Please email disclaimer with proof of payment of 60% deposit to [info@climbingwalls.co.za](mailto:info@climbingwalls.co.za)**

#### Bank Account details

Account name: Extremely South African  
Bank: FNB  
Account number: 62347810857  
Branch Code: 250112  
Branch: Northmead Square

**Please see Disclaimer agreement:**

**EXTREMELY SOUTH AFRICAN  
Terms & Conditions (disclaimer)**

Entered into by and between:

Extremely South African Adventure Tours CC. (Registration No. 2005/020454/23)  
(Hereinafter referred to as "the Company")

And

\_\_\_\_\_ (Hereinafter referred to as "the Client")

on this date: \_\_\_\_\_

**WHEREAS**

The Company and the Client have entered into an agreement in terms whereof the Company has allowed the Client to make use of its Mobile Rock Climbing wall on the terms and conditions as set forth in this agreement, which the parties desire to be recorded in writing  
NOW THEREFORE IT IS AGREED AS FOLLOWS:

**1. DISCLAIMER**

The Client and any participants make use of the Company's facilities at entirely his/her own risk and agrees that the Company will not be held liable and/or responsible for any loss, injury, damages and/or compensation of whatsoever nature and howsoever arising as a result thereof, irrespective of whether negligence or gross negligence exists on the part of the Company or any employee or third party, whether gross or otherwise, and the Client and any participant does hereby waive any claim it may have against the Company as a result thereof. The Participant acknowledges that the activity in which he participates by its very nature carries inherent risks which could cause his/her to sustain bodily injury and/or suffer damages and waives any claim so arising against the Company or its employees or any third party

**3. MEDICAL FITNESS**

The Participants are assumed to be medically fit so as to participate in activities of a physical nature, it not being the responsibility of the Company to still have participants undergo any medical examination, the onus being on the Participant to make notice of such conditions. The Company shall not be required to have the Participant provide a medical certificate. The Company shall not be liable for any claim or injury or loss or damages arising from or in connection with the agreement.

**4. DELAYS OR CANCELLATION (weather and otherwise)**

Whilst every effort will be made to deliver the wall on time, Extremely South African will not be responsible or held liable should poor weather or any other factor, delay or cause the show to be cancelled. Should the show be postponed due to weather we will gladly reschedule to another suitable date. If a show is cancelled by the client within one week of the event, 50% of the full fee will be retained by Extremely South African. Should poor weather occur after the wall is set up, the client will still be liable for the full payment as per the invoice. On out of Gauteng jobs, once Extremely South African has left Gauteng, the client will be liable for the full payment as per the invoice. Claims of any Nature do not exonerate the client from payment when the relevant invoices fall due. Should the client default on payment for 30 days or more, the company reserves the right to levy an addition 5% per month outstanding, and/or proceed with legal action, the cost of which shall be for the Client's account.

**5. STRUCTURE**

Some venues health and safety policy may require a structural certificate to be supplied on erection. The Company will gladly arrange for a structural engineer to attend the event and sign off the structure, however payment of the engineer is not included in the quoted price, and the need for one should be communicated to the company within 2 weeks prior to the event.

**6. GENERAL**

The clause headings to this agreement are for information purposes only and play no part in the interpretation of the context Reference to the masculine gender shall include the female gender and vice versa

**I have read and agree to the Terms & Conditions herein.**

Signed in acceptance on behalf of (company)	
by: (full name)	
ID number:	
Signature:	