



TERMS & CONDITIONS – TERMS OF USE – PRIVACY POLICY – AGREEMENT - WAIVER

Definitions and Terms

- The “Contractor” refers to Fjord Plunge (Pty) Ltd (“Fjord Plunge”) or an associated registered trading entity, sub-contractor, or agent of Fjord Plunge.
- The “Facility” refers to the Fjord facility located at Lourensford Wine Estate, Somerset West, Cape Town, or any other temporary (“pop-up”) facility provided by the Contractor at any other location.
- The “Client,” “Member,” or “Guest” refers to any person older than 18 years who uses the facility. The terms and conditions set forth in Section 8 (for “Minors”) apply to a person under the age of 18.
- The “Activity” or “Activities,” “Service” or “Services” can relate to a sauna, ice bath, guided breathwork, or related activity offered by a guide or facilitator or undertaken without one at the Facility during a single session, or different sessions.
- A “Session” refers to a timeslot allocated for a particular activity (e.g. 15 min, 30 min or 45 min) or set of activities reserved by a member using the Fjord Plunge booking/reservation platform hosted on the website.
- The “Website” refers to www.fjordplunge.co.za .

1. Services Offering:

- Fjord Plunge offers services, including ice baths, saunas, and breathwork activities, for pay-per-session rates or on a membership contract allowing up to one session per day.
- Contrast therapy sessions are available at a pay-per-session rate or for a membership and entail using sauna/ice bath or other services within the same session.

2. Membership Policies:

- By signing up as a member you are agreeing to all the terms and conditions set forth in this document.
- Upon enrolling in a membership plan, you agree to automatic monthly renewals unless you cancel by providing us **30 days’ notice in writing** (by sending an e-mail to chill@fjordplunge.co.za) or the Agreement is terminated by us.
- Monthly membership fees will be charged to you on a recurring basis, and in exchange, a set number of credits will be credited to your account each month that can be redeemed for services.
- The specific amount of your monthly membership fees and the number of appointment sessions allocated will be outlined in your membership plan.
- There are no sign-up fees or any other subsequent hidden fees.
- Memberships are non-transferrable.
- Membership payments can be paused for up to 30 days upon request.
- Members can choose to bring a guest for the drop-in rate listed on the website.
- Memberships will be automatically billed monthly using the credit card provided on file by the Member, or by agreed on payment facilities approved by Fjord Plunge and the Member.
- If you cancel before 30 days, it will result in a penalty fee charged to your account. This is to protect the integrity of our memberships.
- Once you have provided your notice of cancellation, you will continue to have the right to redeem any unused credits associated with your account through the end of your final billing cycle.



- Fjord Plunge reserves the right to increase the price for memberships. We will use reasonable efforts to provide you with a written notice of a membership price increase at least 60 days prior to this taking effect.
- We may occasionally need to close various pieces of equipment for repair or maintenance.
- We do not provide refunds on memberships or packages purchased. Our policy of not accepting refunds is due to the nature of the services we provide. We offer access to facilities, equipment, and services that are costly to maintain and require ongoing expenses. Therefore, we are unable to offer refunds for memberships or packages, as we have already incurred costs in providing these services. We encourage you to carefully review our membership and package options before making a purchase.

3. Facility Usage Guidelines:

- Guests must shower (using no additional soaps / shampoos) before each ice bath session to minimise contaminants in the water.
- Guests must towel dry as much as possible between contrast therapy sessions (sauna/ice bath) to minimise sweat from the sauna when returning to the ice bath.
- Towels and robes must be left where found after each session.
- Guests feeling dizzy, light-headed or any form of discomfort while using the service (e.g. ice bath / sauna) should stop using the service immediately (e.g. exit the sauna or ice bath) and consult with their doctor as soon as possible.
- Please respect time limits and be courteous to other guests when staying within your allotted appointment time. Going over the allotted time repeatedly will not be tolerated, and fees may be incurred.
- While we will make every effort to accommodate late arrivals, we cannot guarantee full session utilisation if there is a subsequent appointment scheduled.
- All sessions have a strict end time and guests exceeding their appointment time beyond 5 minutes repeatedly must agree to a late checkout fee of R 300. This policy is in place to ensure our subsequent appointments run on schedule and provide us with the time needed to clean the room properly before the next appointment.

4. Health and Safety:

- Although we take all the necessary precautions to ensure a safe and enjoyable experience for our members and guests, the Liability and Insurance clauses as detailed in Section 5 will be in effect for any member or guest using any service (e.g. ice bath / sauna / breath work session) offered at the Fjord Plunge facility.
- Guests with underlying heart conditions should not partake in our services.
- Please consult with your doctor to determine if cold therapy and sauna usage are suitable for you, this includes the combined use of these facilities in contrast therapy sessions or any other service and activity offered at the facility.
- Please use and/or bring appropriate footwear to help avoid slipping on wet floors.
- As with any therapy, consulting with a healthcare professional is advisable, particularly if you have any medical conditions or concerns. Contraindications for water-based treatments include fear of water, open wounds, bladder or bowel disorders, skin diseases and high fever.
- To enable Fjord Plunge to identify any reasons you should not partake in an activity, please complete the questionnaire in Appendix A and e-mail it to www.fjordplunge.co.za . Please note that



this is not a formal health assessment in any way, and it remains the Client's responsibility to consult with their Doctor prior to using any services offered by Fjord Plunge.

5. Liability, Insurance and Waiver

- Under no circumstances will Fjord Plunge be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our offering (the Fjord facility or any communication from our website or social media platforms).
- The Client recognizes that the risk of injury from the activity is significant. The Client recognizes that severe injuries, including permanent paralysis or death can occur in participating in the activity. Potential injuries include but are not limited to heart failure, loss of consciousness, stroke and other injuries and may be caused by facilities, temperature, techniques, extreme cold, ice baths, weather conditions, condition of participants (including pregnancy or pre-existing ailments or injuries), equipment, breathing exercises, lack of hydration, drug use or other factors
- While rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still exists. The Client knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of Fjord Plunge, and assumes full responsibility for their participation.
- The Client agrees and acknowledges that they are under no pressure or duress to participate in the activity.
- **The Client acknowledges and understands that while participating in the activity:**
 - they may be injured, physically or mentally, or may die;
 - their personal property may be lost, damaged or stolen at no responsibility to Fjord Plunge
 - other participants may cause me injury or may damage the property of The Client;
 - The Client may cause injury to other persons or damage their property;
 - the conditions in which the activity is conducted may vary without warning;
 - The Client may be injured or die or suffer damage to their property as a result of the negligence or breach of contract;
 - there may be no or inadequate facilities for treatment or transport in case of an accident and/or injury;
 - The Client assumes the risk of and responsibility for any injury, death or property damage resulting from their participation in the activity.
- The provisions of this article and all other restrictions and exclusions of liability set out in these terms and conditions shall also apply to the benefit of all (legal) persons with whom Fjord Plunge works with to execute the agreement and/or service offering.
- The Client is jointly liable for all obligations deriving from the agreement. Similarly, with respect to any other persons for which Fjord Plunge has booked/organized an activity.
- The Client shall be adequately insured for all damages and any consequential damage on all possible claims that may arise during the activity and will stay adequately insured during the execution of the agreement.
- The Client shall in any case have the following insurances (I) health insurance (II) liability (including liability for damage caused to persons and / or property owned by the Client), (III) an insurance on loss and damage to property and affairs of both clients and Fjord Plunge (causes including fire and theft).



- Notwithstanding the foregoing clauses, the amount for which Fjord Plunge could possibly be liable cannot exceed the amount that its insurer remunerates for the case.
- The Client understands and agrees that they will indemnify, defend and hold Fjord Plunge and their affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from the Client's use of the Facility, or any related offering, such as the website or social media communication, or their violation of these terms and conditions.
- Client shall safeguard Fjord Plunge against all claims from third parties.

6. Payment and Booking:

- Guests can choose their preferred payment start date and indicate this on the booking system presented by Fjord Plunge.
- Introductory prices are time-sensitive as specified.
- We strongly encourage pre-booking all appointments to ensure access to specific services
- Guests can pre-book appointments up to TWO weeks in advance.
- We do accept walk-ins for most services subject to availability.
- There is no minimum guarantee on the number of services received monthly; availability is based on appointment slots.
- You can book your visit online using our website, book in person, or by calling our team directly.
- Full service fee still applies to late arrivals, and missed times will not be discounted.

7. Cancellation and No-Show Policy

- Cancellation Policy: We require at least 24 hours' notice prior for any cancellations or rescheduled appointments to be courteous to our team and other clients.
- No-Show Policy: If you fail to attend your scheduled appointment without providing any prior notification, it will be considered a no-show after 15 minutes.
- On a package or membership, the session will be lost.
- Any guest with three or more no-shows may be required to pre-pay for any future appointments.
- We appreciate your cooperation and understanding in adhering to our cancellation and no-show policy. This policy allows us to serve all our clients efficiently and effectively.

8. Loss / Damage of Property:

- We cannot be held liable for any incidents of disappearance, loss, theft, or damage to personal property brought to or within the premises of the Facility. It is advised to leave your valuables at home.
- Using our equipment for its unintended use may damage our equipment, and subsequent damage fees may be charged to you depending on the situation.

9. Minors

- Guests under 12 years old are not permitted for services at the Facility.
- Individuals between the ages of 12 and 18 may be eligible to receive services provided a parent or legal guardian co-signs this Agreement (and consents to these Terms) and takes primary responsibility for all billing matters related to the account. This has to be confirmed in writing by sending an email to chill@fjordplunge.co.za.



10. Intellectual Property and Privacy:

- All logos and intellectual property are owned by Fjord Plunge and cannot be reproduced without expressed written consent.
- Respect others' privacy regarding photos and videos taken at the Facility.
- Customer data will be encrypted and secured, never shared, and used internally only for managing client bookings in accordance with the POPIA Act

11. Additional Charges and Disputes:

- An additional fee will be charged to your account for any robes and towels not returned after your appointment.
- Any disputes can be communicated to us by sending an email to chill@fjordplunge.co.za discussing the dispute.

12. Right to Deny Services:

- There may be instances where we need to deny services to protect the safety, well-being, or interests of our clients, staff, or business.
- **Reasons for Denial of Services can include but are not limited to:**
 - Failure to comply with Fjord Plunge policies and procedures
 - Engaging in disruptive, harassing, or violent behavior
 - Providing false or misleading information
 - Causing damage to property or equipment
 - Any other behavior that Fjord Plunge deems to be unacceptable
 - You are deemed unfit for using any services offered by Fjord Plunge.

13. Agreement to Terms:

- By using our services, you agree to these terms and conditions, which remain in effect for the duration of your use.
- We reserve the right to modify these terms at any time and will provide due notice when doing so.



APPENDIX A – HEALTH DECLARATION

Name: M / F
Date of birth: / /
Address
Zip code: Place:
(Mobile)phone E-mail:

Questions regarding your overall health

- | | Yes | No |
|-----------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Are you currently healthy?
..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do or did you suffer from one of the following conditions: | | |
| Heart diseases? | <input type="checkbox"/> | <input type="checkbox"/> |
| Serious hypertension? | <input type="checkbox"/> | <input type="checkbox"/> |
| Epilepsy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Kidney failure? | <input type="checkbox"/> | <input type="checkbox"/> |
| Serious asthma? | <input type="checkbox"/> | <input type="checkbox"/> |
| Recently performed surgery? | <input type="checkbox"/> | <input type="checkbox"/> |
| Migraine? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| • Auto-immune diseases (such as rheumatism, MS, Crohn, diabetes, asthma), if so, which? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| • Other conditions | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| 3. Do you currently use: | | |
| Medication for the heart | <input type="checkbox"/> | <input type="checkbox"/> |
| What medication do you use? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| 4. Are you allergic to a certain substance? (food/environment etc.) | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| 5. Are you currently pregnant or do you wish to become pregnant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is there anything else your practitioner should know about? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| 7. I hereby declare to have filled out this form truthfully. | <input type="checkbox"/> | <input type="checkbox"/> |

Date://

Signature participant: