MEDICAL TERMS AND CONDITIONS AND MY ACKNOWLDEGMENT OF MY OBLIGATIONS IN DETERMINING MY READINESS TO ENGAGE IN PHYSICAL ACTIVITY

Whilst physical activity improves the health and wellbeing of participants, it is prudent that you check with a medical practitioner before starting to become more active. If it is your intention to join Gym Clinic and become physically active, you need to start by reviewing the 9 scenarios below. If you are, or have, experienced any one (or more) of the medical scenarios as set out, you must consult your doctor before you start engaging in physical activity.

1. If your doctor has ever said that you have a heart condition and that you should only do physical activity recommended by a doctor,

2. If your doctor has said your blood pressure is too high,

3. If you feel pain in your chest when you do physical activity,

4. If a member of your family has ever suffered from coronary heart disease,

5. If you lose your balance because of dizziness or have ever lost consciousness,

6. If you have a bone or joint problem (e.g. back, knee or hip) that could be aggravated by a change in physical activity,

7. If you have a history of asthma or other respiratory problems,

8. If your doctor is currently prescribing drugs for blood pressure, heart condition or any other condition, and

9. If there is any substantial physical reason not mentioned here as to why you could not follow a physical activity programme. (e.g. diabetes, epilepsy, hernia, pregnancy, recent surgery).

By confirming the above medical terms and conditions and by acknowledging your obligations in determining your readiness to engage in physical activity, you declare and warrant that you are in good health and fitness and that there are no medical reasons whatsoever that could be regarded as a restriction or impediment upon your ability to utilise the facilities of Gym Clinic

MAIN TERMS AND CONDITIONS:

These terms and conditions form part of the Gym Clinic Membership Agreement between you and Gym Clinic which you have concluded in the manners as set out herein. Any rules displayed in the health club or on the Gym Clinic website not included in these terms and conditions, shall be binding on you and regarded as being an integral part of and indivisible hereto.

1. **The Contract:**
   - This Membership Agreement and these main terms and conditions form the "Membership Contract" between you and Gym Clinic.
2. **Length of Membership Contract:**
   - Your membership will commence upon signature of this Membership Agreement and will continue for the fixed period (6 or 12 months, as appropriately selected and agreed) (hereinafter called "**the Membership Period**").
   - If no period is selected under paragraph 3 of the Membership Agreement, then your Membership Contract is defaulted to a minimum of 6 months.
   - Upon expiry of the Membership Period, unless you furnish Gym Clinic with a written email (info@gymclinic.co.za) / letter which shall solely be acknowledged by the Teb'za (General Manager) on the first day of the final month of your Membership Contract confirming that you do not intend to continue as a member at the end of your Membership Period, your membership will automatically continue on a month to month basis. Should you thereafter wish to cancel your Membership Contract, and subject to the provisions referred to below, you are required to furnish Gym Clinic with your one calendar month's written (email/letter) notice of your intention to cancel the contract.

3. **Cancellation of membership before fixed period is over:**
   - You are entitled to cancel your membership before the expiry of the Membership Period by giving Gym Clinic one calendar month's Written Notice of your intention to terminate the contract.
   - Such cancellation will be subject to payment of a cancellation fee, plus any arrears (hereinafter called "**the Cancellation Fee**").
   - The Cancellation Fee will be calculated at 60% of the amount remaining on your 6 or 12-month contract. For example, should you intend to cancel your full-time, 12-month contract after month 6 (and subject to giving your one calendar months' notice in month 5), you will be liable for a cancellation fee of R648.00.
   - Upon payment of the cancellation fee and any arrears due, your Membership Contract will be cancelled and you will be prohibited to use the gym or its facilities.
4. **Outstanding membership fees:**
   - Should you be in default of one or more monthly payments, cancellation fee and/or penalties, you will be reported to the necessary credit bureaux for listing as a default payer.

- Gym Clinic will not be held liable for any damages suffered by the member as a result of the member's conduct being reported to the necessary credit bureaux.
- Gym Clinic reserves the right to withhold consent to the removal of the member's name from the credit bureaux until full payment of the outstanding arrears has been made. Any costs incurred by the member in having their details removed from the credit bureaux will be solely for the Member's account.
- Gym Clinic reserves its right to claim for all the future months outstanding in terms of your contract, shall you fail to pay or avoid making payments pursuant written demands by Gym Clinic. This will include legal costs, collection costs and any interest.

5. <u>Our Fees:</u>

- Depending on the date of the month on which you join Gym Clinic and before your membership fees are calculated from your selected monthly payment date (as per page 2), a pro rata fee will be calculated for the period after the date on which you have joined and such first monthly payment date. The pro rata fee will be payable upon your completion of the Membership Contract.
- Your monthly membership fees are payable monthly in advance on the date selected on the "Payment Date" options (under section 3 of the Membership Agreement) and are dependent on the membership option which you have selected.
- Kindly please comply with the payment chosen date at all times to avoid penalty fees/ bank charges

6. <u>Declaration:</u>

I, the undersigned, do hereby acknowledge and agree to the above terms and conditions as well as that:

6.1 I am physically and medically fit to proceed with the normal routine of exercise and I acknowledge that the facility will not be responsible for any loss, injury or death suffered by me and/or my dependant(s) and/or junior member(s) and/or children members whether through any negligence and/or omission on the part of the facility and/or Gym Clinic and its employees or for any reason whatsoever.

6.2 I will be entitled to utilise and access the gym facility from the start date subject to the payment of the appropriate membership fees and signature of this agreement.

6.3 Membership fees shall be payable each month in advance by members and shall be, subject to paragraph 6.4 below, fixed for the signed period:

6.3.1 Monthly debit orders will be submitted on the payment date, as selected by the Member in the Membership Agreement under paragraph3, of each month (whichever is pre-selected).

6.3.2 Should any debit order be returned unpaid or any other form of payment not be honoured for whatever reason, an administration fee may be payable by you, which fee you agree that it may be debited by Gym Clinic from the bank account you nominated in the Debit Order Authorisation Form (Page 12) completed by you.

6.4 Gym Clinic reserves the right to implement changes to the monthly fee at such times and in such manner as it may in its sole discretion determine and will provide you with one calendar months' notice of any fee increase (see particularly the Debit Order Authorisation Form particulars).

6.5 The full outstanding balance will become due and payable should the debit order be returned unpaid or should I fail to pay any instalment on due date thereof, in which event I will become liable to pay all costs in connection with the collection of any amounts due by me in terms hereof including legal costs on the scale as between attorney and own client, inclusive of collection commission.

6.6 I shall be liable to pay interest at prime +2% as charged by Gym Clinic's banking institution from time to time, on any amounts due and payable in terms hereof and which was not paid on the due date. Interest shall be calculated from such due date until the receipt of payment by Gym Clinic.

7. Termination:

7.1 Subject to clause 4 above in page 6, Gym Clinic may forthwith, at its sole discretion, terminate this Membership Agreement on written notification to you (via SMS/ email/ letter) and further claim 60 (sixty) % (excluding clause 7.1.1 below) of the remaining term of the contract whichever membership option which has been pre-selected by the Member, should you:

7.1.1 fail to pay any of the membership or other fees due by you;

7.1.2 breach any of the other terms and conditions set out in this Membership Agreement;

7.1.3 breach the club rules;

7.1.4 furnish us with false information;

7.1.5 you become, in Gym Clinic's reasonable opinion, physically unfit to use the health club's exercise or other facilities; and/or

7.1.6 act in such a way which, in Gym Clinic's opinion, will prejudice its business, its reputation, its staff, it's other members and/or disturb the good order.

7.2 You will also not be allowed to transfer your membership to any 3rd party or "freeze" your membership until your return.

7.3 You consent to the non-exclusive jurisdiction of the Germiston Magistrate's Court Boksburg Magistrate in respect of any legal action.

8. Cooling-off period:

Only in respect of 1-year contracts:

You are entitled to terminate this agreement without giving reasons, by giving us notice (see clause 9 below) thereof in a recorded manner and form within **7 calendar days after you have concluded** this agreement.

9. *Domicilium* and Notices

9.1 The Member and/or the Parent/ Guardian of the Member chooses as its *domicilium citandi et executandi* for all purposes in connection with this Membership Contract/ Membership Agreement at the address set out under the Member's Information (paragraph 1 of the Membership Agreement) or Parent/Guardian of the Member (paragraph 2 of the Membership Agreement).

9.2 Such *domicilium* may be changed to another physical address within the Republic of South Africa upon 14 days written notice to Gym Clinic.

9.3 Any notices sent or delivered to the Member / Parent or Guardian of the Member, shall be deemed to have been received, if sent or delivered to the address in the Membership Agreement and proof of residence provided by such person:

9.3.1 by hand, on the date of delivery;

9.3.2 by prepaid post, 7 days after the date of posting;

9.4 Notwithstanding anything to the contrary in this paragraph a written notice or other communication actually received by any party shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

9.5 Gym Clinic chooses the following address for all purposes in connection with the Membership Contract:

18 Drakensberg Road
Rondebult
Germiston
1434
Attention: Director of Gym Clinic

10. Warranties and Limitation of liability:

10.1 You warrant that the information furnished in this Membership Agreement/ Contract pages, including Annexure A hereto are true and correct.

10.2 You warrant that to the best of your knowledge and belief you are healthy and you are able to engage in the type of exercises and training offered by Gym Clinic.

10.3 You acknowledge that you are responsible for your own health and you undertake to consult your medical practitioner if you are concerned that you may not be physically able to, or that you have a medical condition which precludes you from using the training and other facilities which Gym Clinic offers.

10.4 You hereby accordingly waive and indemnify Gym Clinic and its staff against any claims which may arise as a result of any injury, death, loss or damages suffered and caused by your use of the Gym Clinic facilities, while you may not have been medically- or physically fit to do so. You undertake to inform us immediately and will cease to make use of the Gym Clinic facilities should the state of your health change to the extent that it will be unhealthy or dangerous for you to do so.

10.5 You agree that Gym Clinic will not be liable to you or your dependants for any death, injury, loss or damage (caused in a way other than as a result of Gym Clinic's gross negligence) which you or any third party may suffer as a consequence of your use of the equipment or facilities

in the health club, whether or not loss or damage arise from any bodily injury, disability, loss of life or damage to property, which limitation of liability you agree to be fair and equitable.

10.6 You agree that you will not hold Gym Clinic liable for any loss, damage or theft on the part of its employees, independent contractors, consultants, members or any other person, save for loss, damage or theft arising directly out of the gross negligence of Gym Clinic, which limitation of liability you agree to be fair and equitable.

10.7 You agree that you will be liable to Gym Clinic for any damage caused to its equipment or facilities through your negligent use thereof, which limitation of liability you agree to be fair and equitable.

11. Juniors:

Juniors under the age of 12 years are not allowed in the Gym Clinic's club facilities. Should you come with your child, it is your responsibility to ensure the child's safety and ensure that the child does not interrupt any trainings and utilise the any equipment

12. General Terms:

12.1 Refer a friend- you will get 1 month free per friend you have referred. **Your friend should write your name in this Membership Agreement (under "How did you know about the Gym?") which will prove that you have referred him/her.**

12.2 This membership may not be transferred or assigned to anyone else and you may not allow any other person to use your health club membership in any way.

12.3 We may cede, transfer and/or assign our rights and benefits in terms of this agreement at any time to a third party on notice to you, without affecting your rights.

12.4 We shall be entitled to close our club or areas therein at our discretion in order to carry out maintenance, repairs and refurbishment.

12.5 If we take no action as a result of your breach of this agreement or give you extra time to pay or comply, we will nevertheless be entitled to strictly enforce such terms on any future date.

12.6 This agreement and its legal consequences are governed by South African law.

12.7 The invalidity, unenforceability or illegality of any term of this agreement shall not affect the remaining terms hereof. Should one or more terms be invalid, unenforceable or illegal, such term shall be deemed to be severed from this agreement and the remaining terms shall remain in full force and effect

PLEASE NOTE THE BELOW:

ADULTS OVER 18 YEARS

By signing herein below, I confirm that I have read and agree to the Medical Terms and Conditions and acknowledge my obligations in determining my readiness to engage in physical activity, AND
I acknowledge that I have read and agree to the Terms and Conditions below in this entire Membership Agreement. Gym Clinic will not tender any refunds of any monies /fees already paid.

***CHILDREN UNDER AGE OF 18: (if applicable)**

The parent/ legal guardian of the child mentioned in the first page of this Membership Agreement warrants, binds and undertakes to comply with the terms and conditions of this Membership Agreement on behalf of his/her child and explain any necessary important information in this Membership Agreement to his/her child. The parent will ensure and understands that all payments to be made to Gym Clinic will always remain their primary responsibility and would be paid in time. Any default of payments thereto will result in breach of this contract and Gym Clinic will/may institute legal action against the parent /legal guardian of the child to recover any fees due and payable to Gym Clinic. Gym Clinic will not tender any refunds of any monies /fees already paid.