GYM CLINIC PROPRIETARY LIMITED (REGISTRATION NUMBER:2016/224642/07)
(hereinafter called **"Gym Clinic"**)

MEMBERSHIP APPLICATION FORM

Contract no: _____

Photo

A. ABOUT YOU (new member):

***Names on ID: _____**
***Surname on ID: _____**
***Maiden name (if applicable): _____**
***ID type: National ID ___ Birth Certificate ___ SA ID: ____**
***Country: _____**
***ID/ Passport no.: _____**
***Date of birth: ____/ ____/_____**
***Residential Address: _____**
_____ Code _____
***Cell Number: _____ / _____**
***Email address: _____**
Employment name: _____
Employment address: _____
Code_____
Emergency Contact name: _____Cell: _____
***How did you know about Gym Clinic?**
Passing ___ Website ___Flyer___ Old Member: ___
Friend ___(friend's name and surname) _____

B. ABOUT YOUR LEGAL GUARDIAN:

Photo

***Names on ID: _____**
***Surname on ID: _____**
Maiden name (if applicable): _____
***ID type: National ID ___ Birth Certificate ___ SA ID: ____**
***Country: _____**
***ID/ Passport no.: _____**
***Date of birth: ____/ ____/_____**
***Residential Address: _____**

TERMS AND CONDITIONS

_____ Code _____
***Cell Number: _____ / _____**
***Email address: _____**
Employment name: _____
Employment address: _____
Code_____

C. <u>ABOUT YOUR MEMBERSHIP:</u>

Contract Membership options:

1 Year Contract: R190 p/m (1 person)	
1 Year "Family" Of 3 Contract: R450 p/m	
6 Months Contract: R230 p/m (1 person)	
2 Year Contract:150 p/m (1 person)	
***SPECIAL**:*	

<u>Month-to-Month and Upfront memberships:</u>

Adult once off monthly: R300 p/m	
Students once off monthly: R250 p/m	
Upfront- 4 months once off: R1000	
Upfront- 12 months once-off: R2000.	
One day: R40	
***SPECIAL**:*	

START DATE OF YOUR MEMBERSHIP: ____/ _____/ _____

<u>OFFICE USE:</u>

Consultant name: _____

D. <u>AUTHORITY TO DEBIT:</u>

ID TYPE: NATIONAL ID_ BIRTH CERTIFICATE _ SA ID _ COMPANY REG NO_
COUNTRY: _____
ID/Passport no. / Company registration no.:
_____
Date of Birth: _____ Mr __ Mrs ___ Ms __
Account holder surname/ Company: _____
Account holder name/ Contact person: _____
Maiden name (if applicable): _____
Residential address: _____
_____Code: _____
Mobile: _ _ _ _ _ _ _ _ _ _ (other) _ _ _ _ _ _ _ _ _ _
Email: _____
Bank account no.: _____
Bank: _____
Branch: _____
Branch code _____ Current ___ Savings ___
Transmission__
Preferred debit order date: 1st __ 4th __ 15th __ 25th __ 28th __
Monthly instalments of: R _ _ _ _ _ _ _ Commencing on: __/ __ / ____
Number of instalments: ___

Authority to Debit Mandate:

- As an authorised signatory of the bank account (or any other account to which I may transfer) I authorise Gym Clinic Proprietary Limited to debit the fees, associated amounts and/or monthly instalments for the duration of the Contract, unless reimbursed and/or paid for upfront by cash or card.
- If this authority is cancelled, I acknowledge that such cancellation will not automatically cancel the Contract and I/the member will remain liable for payment and any other charges which will be imposed by Gym Clinic Proprietary Limited against myself.
- I undertake to ensure that funds will be available and authorise Gym Clinic Proprietary Limited to re-submit the debit and/or implement tracking on this account and collect funds as soon as they are available if the debit is unsuccessful.
- I acknowledge that the bank may charge additional fees for re-submission or failed transaction or disputed transactions, and Gym Clinic Proprietary Limited may recover such fees from me which may amount from a minimum amount of R50.00 (Fifty Rands).
- I acknowledge that I am not entitled to any refund while this authority is in force, if such amounts were legally owing to Gym Clinic Proprietary Limited.
- I authorise Gym Clinic Proprietary Limited to disclose to any credit bureau any information concerning this credit profile and payment history.

TERMS AND CONDITIONS

- The bank details provided must be for a bank branch in the country of Gym Clinic Proprietary Limited.
- The debit will appear as “Gym Clinic…” ending with your contract number on the account holder's bank statement.
- The first debit will be determined by the start date of the membership and that subsequent debits will run on or about the dates chosen above.

E. TERMS & CONDITIONS AND DISCLAIMER:

I _____ apply to become a member of Gym Clinic Proprietary Limited (hereinafter called “Gym Clinic”) from _____ to _____[2], after which my membership will automatically continue on a month to month basis, unless I tell Gym Clinic that I want to cancel. If I cancel before _____, a cancellation fee of 60% is payable to Gym Clinic.

I understand and acknowledge that my membership is subject to the full terms and conditions, the Privacy Policy and The Rule Book, all of which can be viewed via the Gym Clinic website. Virgin Active may cancel my membership if I do not comply with my contract.

There are risks associated with exercising and using gym equipment which can result in serious injury and even death. I accept responsibility for such risks. We recommend that you seek medical advice before you start a new exercise regime and that you always exercise to a level that is appropriate, given your knowledge of your health and any medical advice that you have obtained. I accept all risk and responsibility for nutritional, exercise or any other advice or plans that may be recommended to me. I accept it is my responsibility to ensure that I am medically fit to exercise, and I will seek medical advice if I am unsure of my medical condition. I understand and agree to the following disclaimer: To the fullest extent permitted by law, Gym Clinic Proprietary Limited, and/or its directors, employees and independent contractors (collectively, ‘Gym Clinic’) shall not be liable for any loss or damage whatsoever and howsoever arising (including from any nutritional, exercise or any other advice) suffered by me or any of my dependents, including (without limitation) loss or damage to person or property from a negligent (other than a grossly negligent) act or omission of Gym Clinic, other members or guests.

F. SIGNATURES

I hereby apply to become a member of Gym Clinic and agree to the full terms and conditions and accept the medical risks and disclaimer.

Signature _____ _____/_____/ _____

AUTHORITY TO DEBIT. SIGNATORY ON BANK ACCOUNT. MR/MRS/MS _____

AUTHORISED SIGNATORY

Signature _____ _____/_____/ _____

TERMS & CONDITIONS MR/MRS/MS _____

Member

Signature _____ ____/_____/ _____

MEDICAL RISK AND DISCLAIMER. MR/MRS/MS _____

Member

PARENT/ LEGAL GUARDIAN'S DECLARATION:

I, the parent/guardian of the Member (mentioned in Section A above), do hereby declare that I have full capacity and understanding on behalf of the Member, of this Membership Agreement or Terms and Conditions of this Agreement and I guarantee timeous payment for the Member's gym payment on behalf of the Member.

Signature _____ ____/_____/ _____

_____

ALL THE TERMS & CONDITIONS AND UNDERSTANDING THIS MEMBERSHIP AGREEMENT

TERMS AND CONDITIONS

1. **The Contract between you and us**
Your Membership Application Form and these Terms and Conditions ("**Terms**") forms the "Contract" between you and us. Your Contract with us is entered into with Gym Clinic (Proprietary) Limited ("**Gym Clinic**") a company that is registered and operating in the country of South Africa.

2. **When will my membership start?**
Your membership will start on the Start Date as set out in your Membership Application Form irrespective of when you are granted access.

3. **What if I change my mind and want to cancel my membership?**
You can write and tell us that you want to cancel your membership within 5 business days of signing this Contract, excluding the day of signature. Provided your cancellation letter is received by us in writing and sent via email to info@gymclinic.co.za and admin@gymclinic.co.za within the 5 day cooling-off period, we will refund all payments made by you on return of any promotional item(s) we may have given you on joining.

4. **How long will my membership last?**
If you pay by monthly debit order: Your membership will commence on the Start Date and will continue for the fixed number of full instalments that you have selected ("**Commitment Period**"). Unless you tell us that you do not wish to continue as a member at the end of your Commitment Period, your membership will automatically continue on a month-to-month basis at the current prevailing membership rate until such time as you give Gym Clinic 20 business days written notice sent via email to info@gymclinic.co.za and admin@gymclinic.co.za to cancel your membership. Please keep proof of your request to cancel your membership. Short term/ off contract/ upfront memberships will commence on the Start Date and will continue for the fixed period that you have selected ("**Commitment Period**").

5. **Reasons for us ending your membership- We may cancel or suspend your Contract at our absolute discretion by writing to you at the email address we have on record if:**

a) You commit a breach of these Terms or if you engage in any conduct which in our opinion would have a negative effect on us, other members or our staff or is detrimental to the welfare, good order or character of Gym Clinic; or
b) We subsequently discover that any part of your membership fees (under this Contract or any other previous Contract) are/were not paid in full when due: or
c) The information you supplied to us is found to be incorrect and/or false; or
d) We reasonably think that you are not physically or medically fit to exercise or
e) After vetting your application to this Contract, we subsequently discover facts or information which if we had known prior to entering into the Contract, would have resulted in us not having entered into the Contract with you.

6. **Can I end my membership before the end of my Commitment Period?**
Yes - if you pay your monthly membership fees by debit order and you wish to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and pay 60% of the remainder months of your Commitment Period ("**Cancellation Fee"**) plus any arrears. If you have paid your membership fees in full upfront and you wish to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and we will refund you the membership fees you have already paid in respect of the unexpired period of your Commitment Period less 60% of the remainder months of your Commitment Period ("**Cancellation Fee"**). For example, should you intend to cancel your full-time, 12-month contract on month 6 (and subject to giving your 20-business day' prior written notice during month 5), you will be liable for a cancellation fee of **R684.00**. (R190 (membership amount) X 6 (months outstanding) = R1140. R1140 x 60%= R684.00)

7. **In instances where I do not wish to cancel my membership to avoid paying the Cancellation Fee, are there any other options available to me?**
Yes – you may refer anyone to Gym Clinic to "take-over" your membership ("**the Substituted Person**"). However, "taking-over" your contract does not mean that you will be released from any liability in terms of your membership. Gym Clinic will continue to debit your account as normal or retain your upfront payment in full, and you may make (using your own discretion) any arrangements with the Substituted Person to repay your membership fees. The Substituted Person shall complete and sign our terms and conditions before such person commences any training at Gym Clinic's facility.

8. **Membership fees and increases**
Your monthly membership fees will be collected monthly in advance on or about the date that you have selected. When your Commitment Period ends, we may increase your membership fees from time to time. When we do this, we will give you written notice and if you do not wish to accept the increase, you may cancel by giving us 20 business days written notice.

9. **If I bring or refer anyone to join Gym Clinic and such person successfully joins, will I get rewarded or receive any benefit from this?**
Yes- subject to the following terms and conditions: only once you have become a full member of the gym, you can bring along a friend/ family member to join the gym and you will receive the following reward:

a) If you are on any contract membership (excluding the family/friends of 3 membership), you will get paid 1 month of your contract membership fee for each person that you bring to the gym;
b) If you are on the "family or friends of 3" 1-year membership contract, you will get paid R150.00 for each person that you refer to the gym;
c) If you are an 'off-contract' or 'month to month' member, you will get the following month for free;
d) If you are an upfront ("once off") payment member, you will get a free month on us, once your period of membership expires.

The above benefits will **STRICTLY** apply according to the following terms and conditions:

1. Your "friend" must write your name and surname in his/her membership form (under the section "How Did You Know About the Gym?");
2. The active member, you as the "referrer" must claim the **reward within 3 (three) days** from the time your "friend" joins the gym. After the expiry of 3 (three) days, your reward will be forfeited, and you will not receive any benefit.
3. When claiming your reward, you must notify the following people via WhatsApp:
   - Teb'za: 082 055 6817; and
   - Admin: 067 370 9729.

10. **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 not utilise any of Gym Clinic's equipment.
If you child is between the age of 12-15, Gym Clinic may, at its sole discretion, require your child to always be assisted by a personal trainer at an additional cost for your account.

11. **The Rule Book**
By entering into this membership agreement, you agree to comply with The Rule Book (as amended from time to time) which applies to all members, guests and visitors. A copy of the current Rule Book is available on our website (www.gymclinic.co.za).

12. **Your personal information**
Our Privacy Policy (which is incorporated by reference into the Contract and can be found at our websites (www.gymclinic.co.za) explains the way in which we collect, use and store your personal information. If we want to share your information with anyone else for any other reason, we will do so only with your permission. We will use your email address to send a confirmation of your membership and to keep you up to date with news, offers and promotions. You can opt out of these communications at any time by sending us a written notice via email to info@gymclinic.co.za and admin@gymclinic.co.za.

13. ***Domicilium* and Notices**
a) The Member and/or the Parent/ Guardian of the Member chooses as its *domicilium citandi et executandi* for all

purposes (such as and not limited to letter of demands/ the issuance of Summonses for legal action) in connection with this Membership Contract/ Membership Agreement at the address set out under the Member's Information (section A in the Membership Application Form) or Parent/Guardian of the Member (Section B in the Membership Application Form).

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

c) 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/or proof of residence provided by such person:
   i. by hand, on the date of delivery;
   ii. by prepaid post, 7 days after the date of posting;
   iii. by email, on the date of transmission of such email.

d) 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.

e) 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

14. <u>The Small Print:</u>

a) Subject to clause 7 above, your membership is personal and may not be traded or transferred to another person. In particular you cannot request or allow anyone else to gain access to our facilities if such person is not a member of the gym, as this may constitute fraud and will be dealt with accordingly.

b) If you fail to pay your monthly membership fees on the due date, then you will become liable to pay all costs in connection with the collection of the arrears including legal costs.

c) Although your membership may be paid by a different person to yourself, you will remain liable for all fees payable. This condition also applies to members who have joined under the "1 Year "Family" Of 3 Contract: R450 p/m" membership.

d) From time to time we may introduce new services and/or facilities and introduce new membership types. If you wish to make use of any new services or facilities, then we may require you to pay an additional fee. If you interested in changing your membership for a longer period or upgrading your membership, this will be allowed subject to your current membership being up to date in terms of payments.

e) If your bank details and/or contact details and/or your *domicilium citandi et executandi* (physical address) changes, please provide us with a written notice addressed via email to info@gymclinic.co.za and admin@gymclinic.co.za.

f) Our Contact Centre number is +27 (0) 67370 9729 or call +27 (0) 82 055 6817.

g) From time to time we may need to temporarily or permanently close our Facility or stop providing certain facilities, where for instance, we need to carry out repairs, maintenance, improvements or upgrades or for other reasons which are beyond our control. In these cases, where possible, we will freeze your membership for the duration of the permanent or temporary closure.

h) If one or more of these Terms are found to be unenforceable, such Term shall be deemed to be severable from the remainder of this Contract and the Contract shall in all other respects remain in full force and effect.

i) To the fullest extent permitted by law, we may transfer and/or delegate to any third party our rights and/or obligations under this Contract without your consent or notification.

j) This Contract contains all the terms and conditions of our agreement and no representation, addition, variation or cancellation of this Contract shall be of any force and effect unless it is in writing and signed by you and us.

k) You agree that we may validly serve any notices to the contact details that we have on record for you. Any notice or communication sent by you to us should emailed to admin@gymclinic.co.za and info@gymclinic.co.za or given in person to the receptionist at Gym Clinic. Please check with us to confirm that we have received correspondence addressed to us, as we can only action and be bound by notices that we actually receive.

l) You acknowledge and agree that this Contract was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that you fully understand it.

m) The laws of South Africa apply to this Contract.

n) You consent to the non-exclusive jurisdiction of the Germiston Magistrate Court or Boksburg Magistrate Court.

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