

Receipt no.....

**LOSKOP GYMNASIUM**

Member no..... MEMBERSHIP APPLICATION FORM

Title:.....Initial:.....Surname:.....First names:.....  
ID number.....Gender.....Birth date (DD/MM/YYYY):.....  
Occupation:.....Company name:.....  
Physical address:.....Code:.....  
Postal address:.....Code:.....  
Work telephone:.....Home telephone:.....  
Cell number:.....Email address:.....

Name of spouse:.....ID number:.....  
Work telephone:.....Cell number:.....

Name of General Practitioner:.....Contact number:.....  
In case of emergency (name of relative not living with you):.....Contact no.....  
Medical aid name:.....Medical aid membership no.....

**MEMBERSHIP INFO:**

Start Date (DD/MM/YYYY):.....End Date (DD/MM/YYYY):.....  
Gym only package (please tick): 12 months ☐ 24 months ☐  
At the end of your membership, would you like: Automatic renewal ☐ Renewal by confirmation ☐  
Up front membership fee: R.....Monthly debit/stop order: R.....  
Amount paid today: R.....Balance amount: R.....  
Signature:.....

**PAYMENT DETAILS:**

Cash ☐ Cheque ☐ Electronic Funds Transfer ☐  
When paying EFT, your membership will only be activated once proof of deposit has been received  
(either by fax or email). Account details are:

Credit card ☐ Straight ☐ Budget ☐  
Credit card number:.....Expiry date:.....  
CCV number (last three digits on reverse of card):.....Member's initials:.....

**DEBIT / STOP ORDER:**

Name of bank.....Account holder's name:.....  
Branch name:.....6 Digit branch code:.....  
Account number:.....Type of account:.....

1. I hereby request, instruct and authorise that your bank agent draw against my account, with the above mentioned bank (or any bank to which I may transfer my/our account) the sum of R..... on the first day of every month starting on.....(unless the first day falls on a weekend or public holiday) and ending on.....I fully understand that all withdrawals will be processed by the banker.
2. I understand that this authorisation cannot be terminated before the end date has expired. I also understand that this authorisation will continue after the end date on a monthly basis until I give notice of cancellation.
3. Notice of my intention to cancel this authorisation by the expiry date, must be hand delivered to the Loskop Wellness Sentrum (LWS), to reach LWS no later than thirty days prior to the debit date of the final amount payable in the end date.
4. Should any amount fall due, due to a returned debit/stop order, the following debit amount will include all arrears and related costs
5. I acknowledge that the above amount is debited to my account in respect of the monthly fee due by me in terms of this membership agreement.
6. All such withdrawals from my account by the LWS shall be treated as though signed by myself personally.
7. I understand that the withdrawals hereby authorised will be processed by computer through a magnetic tape service and I also understand that details of each withdrawal will be printed on my bank statement.
8. I also acknowledge and authorise the LWS to draw against my account and will be held liable to any said administration charges that may arise from the returned debit/stop order payment.
9. Debit/stop order contracts may increase annually
10. I understand that if under any circumstances full payment on my credit card cannot be obtained, then the LWS reserves the right to reduce the amount and adjust the terms of the Membership accordingly should it so wish

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I, the undersigned, hereby confirm that the information provided by me and contained in this membership agreement is correct and further confirm that I have read, understood and accept the terms and conditions of membership as appear on both the face and reverse sides hereof and further warrant that I suffer from no physical or mental ailments that will affect my application for membership. I further accept that:

1. I must retain my copy of this membership form as proof of my membership
2. I have been issued a receipt on my enrolment
3. This membership contract may not be cancelled by me on grounds of expiration by effluxion of time, except on valid legal grounds

Member Acceptance signed:.....Witnessed LWS Consultant:.....Date:.....

IF MINOR: Duly assisted by the undersigned legal guardian (where applicable) who binds himself/herself as surety and co-principal debtor for and on behalf of the member, in favour of the LWS. Guardian ID no:.....Guardian signature:.....Date:.....  
Checked by LWS staff:.....Signature:.....Date:.....

## TERMS AND CONDITIONS OF MEMBERSHIP

### LWS GYM RULES AND REGULATIONS

The member agrees to heed all the rules and regulations as established by the Management of the Loskop Wellness Sentrum (LWS). These rules and regulations may be amended from time to time and may be communicated on signs posted in the LWS. All rules and regulations are available upon request and the member confirms that they are fully conversant with them and undertakes to abide by them at all times.

### CANCELLATIONS

No memberships may be cancelled prior to the minimum duration of this agreement.

### CLOTHING AND HYGIENE

The LWS reserves the right to deny use of the gym to any person whose attire is not considered to be appropriate to the public image of the LWS and its rules and regulations. Athletic shoes are required in all exercise areas. No black-soled shoes are permitted. No topless training will be allowed. Members are required to carry personal towels with them at all times while exercising or training and shall use the towel to wipe equipment and upholstery clean after use.

### MEMBERSHIP FEES

The member will not be released from his/her obligation with regard to any payment of the membership fees as agreed to herein. The member is not entitled to any deduction or allowance for any payment made by reason of the member's absence or withdrawal from the LWS, nor by the member's failure to attend or to utilise the facilities of the LWS. Membership fees are strictly non-refundable.

### MEMBERSHIP AGE REQUIREMENT

The minimum age for admission is 10 years of age.

### DEFAULT

Should the member fail to pay an or any amount due by him/her to the LWS on the due date thereof, or breach any term or condition of this agreement, or of the LWS Rules and Regulations; or should the LWS, acting reasonably, regard the member's general conduct as unacceptable, the LWS shall have the right to summarily suspend or terminate such member's membership, at the sole and absolute discretion of the LWS. Notwithstanding such suspension or cancellation, in the event of non-payment or any amount due by the member to the LWS, the full contract price due by the member to the LWS shall become immediately due, owing and payable.

### SERVICE AND FEES

The member is liable to the LWS for the payment of the monthly membership fee as laid out here above. Should the member elect an automatic payment option, the member authorises the LWS to make charges to or withdrawals from such account as specified by the member in respect of the membership fees. Should the official VAT rate increase, all fees and levies shall be increased in accordance therewith.

### ANCILLARY CHARGES

Further charges may be levied for private training sessions, special training programmes, meal plans, regimes or other services.

### FREEZING/SUSPENSION OF CONTRACT

This contract cannot be frozen for any reason unless written approval is obtained from the LWS Manager, along with proof of a doctor's note or proof of travel. This contract may be frozen for a minimum of one calendar month to a maximum of six months in a twelve month cycle, for medical reasons or when travelling abroad. A R60 suspension levy will be due for each month of the term for which the suspension is requested.

### CLOSURE OF CLUB AND/OR ALTERATION OF HOURS

Should the LWS, in its discretion, deem that maintenance work needs to be undertaken with respect to its premises, the LWS may close its facilities for the period required for completion of such maintenance.

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- If at the discretion of the LWS Management and due to unforeseen circumstances, the LWS gym has to be closed on a permanent basis, the LWS reserves the right to provide an alternative facility, within a 15km radius, for use by the members.
- The LWS hours of operation will be displayed and the LWS Management reserves the right to change these hours from time to time or as may be deemed necessary.
- Equipment and classes will be available subject to demand
- Under no circumstances shall the member, or any third party, have any claim of whatsoever nature against the LWS, arising out of, or consequent to this closure

#### RIGHT OF ADMISSION RESERVED

The LWS hereby reserves its rights to enter into this agreement with any person, or to grant membership of, or access to the LWS, at its sole and absolute discretion.

#### LIMITATION OF LIABILITIES

I agree and acknowledge that the LWS will not be liable for death, injury, loss or damage suffered by me and/or the member through or contributed to by any cause whatsoever, including but not limited to any negligent act and/or omission or breach on the part of the LWS, its directors, employees, contractors or other members. I agree and acknowledge that I enter upon and exit the premises and use the equipment and facilities entirely at my own risk. In addition, I agree that the LWS shall not be vicariously liable for any loss or damage suffered by me and/or other members as a result of theft on the part of its employees, independent contractors, consultants or onther members. I and/or my estate hereby indemnify the LWS against any claim by any person arising directly or indirectly from my death, injury, loss or damage suffered by a member, allegedly caused or contributed to by an act or omission by the LWS, its directors, employees, contractors, and agents.

#### PRE-OPENING AGREEMENTS

The LWS reserves the right to enter into agreement with prospective members during construction of the LWS gymnasium premises. In the event of a delay of any nature whatsoever in the opening of the LWS, the member hereby agrees that the LWS will not be held liable for any such delays and will not be liable for any refunds whatsoever. The commencement date of the membership will be deemed to be the date of the opening of the LWS.

#### DAMAGE TO PROPERTY OF THIRD PARTY BY MEMBERS

The member hereby indemnifies the LWS and holds the LWS harmless against any and all claims arising out of damage to the property of third party (ies), caused by the member, his/her dependants, guests or third party (ies), whether caused intentionally or accidentally.

#### VALUABLES AND PERSONAL PROPERTY

The LWS will not be responsible for any loss, theft or damage to the personal property of the member, his/her dependants, guests or any third party (ies). The member agrees to and hereby waives any right to hold the LWS liable for damage arising from the loss or theft of his/her personal property.

#### PROMOTIONS

Memberships that are promotional or on special offer may not be transferred.

#### INTEREST AND OTHER CHARGES

The member will be liable to pay to the LWS interest on all arrear amounts at the rate charged on overdraft accounts plus 2% as charged by Standard Bank Limited (the bank) for time to time, as certified by any Manager of any branch of the bank, whose appointment and authority it shall not be necessary to prove, calculated monthly in advance as from the due date for payment of such amount/s to date of final payment. The interest calculated as aforesaid shall be capitalised as and when it is calculated and shall thereupon form portion of the amount outstanding for the calculation of interest thereafter. Should the LWS institute legal proceedings against the member arising out of the member's breach of this agreement and/or the LWS Rules and Regulations, or for any reason whatsoever, the member will be liable to the LWS for all tracing fees, collection commisssion and/or legal costs incurred by the LWS on the scale as between attorney and own client.

#### NON-VARIATION OF AGREEMENT

This is the entire agreement between parties and no representation, promise, warranty and/or agreement not contained herein shall be of any force and effect between the parties. No extension of time or other indulgence granted to the member by the LWS shall in any way prejudice the LWS's rights in terms of the agreement.

#### DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of this agreement, including the giving of any notice required or permitted hereunder and any proceedings which may be instituted by virtue hereof, the member chooses his/her physical address, as set out on the face of this document, to be his/her domicilium citandi et executandi. In the event of the member's domicilium changing, the member is obligated to inform the LWS thereof in writing within 30 days from the date of such change, failing which the first-mentioned domicilium shall remain applicable.

#### PERSONAL TRAINING

The LWS does not permit unauthorised training on its premises. Unauthorised personal training may lead to the suspension or expulsion of both or all party (ies) involved in such personal training, at the LWS's sole and absolute discretion.

#### COMMUNICATION

The member hereby consents to and authorises the LWS to communicate with him/her by way of any electronic medium, including e-mail, SMS, web advertising banners and related Internet and Wireless Protocol applications.

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