FIRST READY DEVELOPMENT
T/A Ravens Sport Institute

FIRST READY DEVELOPMENT T/A Ravens Sport Institute

GYM CONTRACT

INTRODUCTION

The following terms and conditions shall apply to your this agreement and to your right of access to and use of the facilities and equipment of Ravens Sports Institute. You must read this contract and ensure that you understand and appreciate the import of these terms and conditions which will be binding upon you, regardless of whether or not you have signed a written version of this agreement. By entering onto the premises you represent to Ravens Sports Institute that you have read, understood and agreed to these terms and conditions and agree to be bound thereby.

DEFINITIONS

Agreement: means the terms and conditions set out in this document.
Commencement date: means the date upon which this application is accepted by Ravens Sports Institute and you are notified of such acceptance.
Equipment: means the gym equipment and apparatus, including but not limited to the free weights, resistance training equipment, cardio vascular equipment situate within the premises.
Facilities: means the facilities situate within the premises including the swimming pool and change rooms, bathroom and amenity facilities.
Premises: means the premises from Ravens Sports Institute conducts the business of a gym and where the equipment and facilities are situate upon the premises of St. Benedicts School.
Ravens Sports Institute: means First Ready Development (Pty) Ltd trading as Ravens Sport Institute.
Services: means the right of access to the Premises, and the use of the Equipment and Facilities.

MEMBERSHIP

- With effect from the Commencement Date, you shall be afforded membership status of Ravens Sports Institute.

- By virtue of your membership, you will be afforded access to and benefit of the Services.
- Your membership is subject to the terms and conditions set out in this Agreement.

DURATION

- This Agreement and your membership commences on the Commencement Date and shall continue for a period of months, or otherwise in accordance with the provisions of this Agreement, or as otherwise provided by the law.
- Ravens Sports Institute recognises that you may during the term of your contract be unable to utilise the Services on a continuous basis. Accordingly, you may on written notice of not less than 30 (thirty) days prior to your intended leave of absence, inform Ravens Sports Institute to suspend your contract for a period not exceeding 30 (thirty) days. This right of suspension is afforded to you on a once-off basis during your contract term and once used shall not revive.

MEMBERSHIP FEES

- Membership fees in respect of the entire duration of this Agreement are payable upon the Commencement Date.

- The membership fees payable in terms of this Agreement are R

MEDICAL FITNESS

- In entering into this Agreement you warrant to Ravens Sports Institute that you are medically fit to use the Facilities and the Equipment.
- At any time during the contract term, you may be required to produce a valid medical certificate from a medical practitioner certifying your fitness to use the Facilities and the Equipment.
- Ravens Sports Institute reserves the right to deny you access to the Premises should you fail or refuse to accede to the aforementioned request.

CONDUCT

- You shall at all times conduct yourself in a fit and proper manner at all times and acknowledge that you shall leave the Equipment and Facilities in the same good and clean order as that in which you find it. You undertake to pack away all weights after use, and to ensure that all Equipment is wiped clean of sweat after use. Swimming caps are compulsory when swimming, as are sweat towels in the free weight and cardio vascular training areas.

- Ravens Sports Institute reserves the right to publish conduct rules which will from part of this Agreement and shall be binding upon you.
- Use and/or possession of growth hormones, steroids and the like is strictly prohibited, and will constitute a material breach and will result in summary cancellation of this Agreement. Criminal prosecution will be instituted against all and any offenders and any accomplices.
- Violence, aggression, intimidation, physical and/or verbal abuse and/or any threatening conduct whatsoever, directed against or towards any other member, or member of staff of Ravens Sports Institute will not be tolerated, and will constitute a material breach which will result in summary cancellation of this Agreement.
- You undertake to comply forthwith, with all and any reasonable request made of you by any member of staff of Ravens Sports Institute.

DISCLOSURE

- You acknowledge that all information provided in terms of this Agreement is true, accurate and complete in every respect. You understand and accept that the information provided by you will be relied upon by Ravens Sports Institute in the provision by them of the Services.
- You understand and agree that Ravens Sports Institute cannot be held liable for any loss, damage or harm suffered or sustained by you as a result of any information being provided in terms of this Agreement which is not true, accurate and complete in every respect.

LIMITATION OF LIABILITY

- You acknowledge and accept that as a member of Ravens Sports Institute you will have access to and benefit of the Services, access to the Premises and use of the Equipment and Facilities and that you do so at your sole risk. In entering into this Agreement you warrant to Ravens Sports Institute that you are medically fit and have the necessary medical clearance required to participate in the activities offered by Ravens Sports Institute in terms of this Agreement and the Services on offer.
- You agree that you shall have no claim against Ravens Sports Institute, St Benedicts, the Board of Governors, (St Benedict's headmasters, principals, staff, employees, representatives, organisers, trainers) or any other persons involved in respect of any claim for loss or damage howsoever arising and whether resulting from negligence or otherwise in respect of any loss, injury or damage caused to you in respect of any claim. The limitation of liability in terms of this clause shall extend to an indemnity in respect of any loss, harm or damage suffered by any dependant or ward of yours, brought onto the Premises and in respect of whom the Services are provided.

- Ravens Sports Institute makes no representations whatsoever with regard to the competency or in regard to the safety and/or quality of any of the Equipment, the Facilities and/or the Services.
- You indemnify and hold Ravens Sports Institute and St Benedict's harmless against all and any claims which may arise from any loss, death, harm, expense, liability, damage and/or injury to any person or property which may be suffered by you, your spouse, dependants and/or any third party whomsoever as a consequence of any act or omission of Ravens Sports Institute, whether negligent or otherwise arising out of your membership and/or the use of any of the Equipment or Facilities and/or the Premises.
- In the event that Ravens Sports Institute is held to be liable for damages, such amount of damages will be limited to the aggregate of the value of the membership fees payable under and in terms of this Agreement.9.6 The provisions of this clause is binding upon your estate, heirs, executors, administrators, parents and/or guardians.

RIGHT OF ADMISSION RESERVED

Ravens Sports Institute reserves the right to refuse you access to the Premises, the Equipment, the Facilities, and/or the premises should they in their sole and absolute discretion determine your use of the Premises, Equipment and/or Facilities to be dangerous to your person, and/or any third party. Ravens Sports Institute shall be entitled to refuse you access to the Services, Premises, Equipment and Facilities in the event that you should commit any breach of the provisions of this Agreement.

BREACH

Should you fail to observe or perform any of the terms and conditions of this Agreement, Ravens Sports Institute shall be entitled to suspend your membership until such time that the breach has been remedied to their satisfaction, alternatively to terminate this Agreement immediately, without prejudice to any claim which Ravens Sports Institute may have for damages against you.

CESSION AND DELEGATION

You may not cede any of your rights, nor delegate any of your obligations under this Agreement to any third party. Ravens Sports Institute may cede their rights and delegate their obligations to any third party in their sole and absolute discretion.

TERMINATION

- Your attention is drawn to the provisions of Section 14 of the Consumer Protection Act 68 of 2008 which entitles you to terminate this contract on expiry of the fixed term without penalty or charge, and at any other time by giving Ravens Sports Institute twenty (20) business days notice.
- In the event that you do terminate this agreement prior to the fixed term period referred to in clause 4 then in that event Ravens Sports Institute reserves the right to impose a reasonable cancellation penalty with respect to the Services provided, discounts granted in contemplation of the Agreement enduring for its intended fixed term.

DOMICILIUM

- You choose as your domicilium citandi et executandi for all purposes under this Agreement, your physical address as set out in the application form above.
- All notices in terms of this Agreement shall only be valid if in writing.
- In the event that notice is delivered by hand, it will be deemed to have been received at the time of delivery. If notice is transmitted by facsimile or email, it shall be deemed to have been received on the first business day following transmission.‘

GENERAL

- You consent to the jurisdiction of the Germiston Magistrate’s Court in respect of any proceedings that may be brought by Ravens Sports Institute against you arising out of or in terms of this Agreement provided that Ravens Sports Institute may institute proceedings in the High Court if it so chooses.
- This Agreement constitutes the entire agreement between you and Ravens Sports Institute. No amendments, variations, additions to and/or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.