

MEMBERSHIP AGREEMENT

Private Bag X62 Postnet Suite 144 Bethlehem 9700

ID no:		Title:	Birthdate	
Surname & Name			Cell:	
Home Tel	Work Tel:		Email	
Postal Address:				
Residential Address:				
Emergency contact:		Tel		Card No

Starting Date:					
Membership Type	D Order/ Cash pm	Paid in Advance		Join Fee	Rcpt no
	R	R	Term:	R	

The Membership Agreement ("Agreement") for the type of membership indicated below is between Fitness First Gym ("The Gym") and the undersigned applicant ("Applicant"). **I further agree and understand that:**

1. Initiation Fee and Membership Dues:

In consideration of my membership, I am paying a non-refundable, non-referable, once-off initiation fee. Unless dues are pre-paid for a period, the monthly billing of this membership will be as follows:

- This agreement will be for a minimum of months (the term) at a discounted rate of via CASH/EFT (Electronic Funds Transfer) based on the terms and length of this agreement from starting date of contract.
- Any breach of my payment obligations as required herein shall cause an administration fee to be charged, applicable at such a time.

2. Termination of Membership: Unless I terminate this agreement it shall automatically be renewed on a month to month basis at the expiration of the minimum term. This agreement is subject to an annual escalation fee, subject to CPI regardless of the start date/minimum term of the agreement.

A member may resign from the Club at any time. Notice must be given to the club in writing at least 20 business days prior to the next payment date on contract and paying all amounts then due and owing to The Gym. All cancellations granted within the minimum term of the contract will be subject to the payment of a cancellation fee. Notice of all is to be done on official forms available at reception. The member is responsible to check that no further payments are deducted from his/her account after the approved cancellation months. No refunds will be done longer than 3 months after the approved cancellation months. The member is obliged to pay dues regardless of whether he/she uses The Gym's facilities until the end of termination period.

..... **SIGNED: MEMBER**

..... **SIGNED: ASSISTED BY (WHERE LEGALLY NECESSARY)**

3. Extension and Transfers: For a valid reason proven with documentation – please note that the membership may be extended for a minimum of 1 (one) month and a maximum of 6 (six) months.

4. Release and Waiver of Liability: I, the applicant, and my dependants understand and agree that:

- Use of "The Gym's" facility, equipment, services, programme and premises involves an inherent risk of injury to persons and property.
- I understand that I have absolutely no claim whatsoever against Fitness First Gym. Any grievances with "The Gym" should be directed to Fitness First Gym, put in writing and sent by registered post to: Private Bag, X62, Postnet suite 144, Bethlehem, 9700.

5. Rules and Regulations: "The Gym" reserves the right to change the Rules and Regulations. THESE RULES AND REGULATIONS SHALL BE CONSIDERED PART OF THE MEMBERSHIP AGREEMENT.

6. Entire Agreement and Modification: The agreement will constitute the entire agreement between myself and "The Gym". I acknowledge that no other agreement exists between myself and "The Gym" relative to the membership and that no representations other than those set forth in this agreement have been made to me/us to induce me/us to make this agreement. This agreement can only be terminated as set forth in paragraph 2.

Details of Parent/ Guardian/ Account Holder/ Second Member

ID Number:	Surname and Name:		
Work Tel:	Home Tel:	Cell:	
Address:			

Account Detail for Debit Order

Bank	Account Type		Amount R
Account Number			
Account Holder			
Debit Order Date	1st	15th	25th
Date 1st payment			

Fitness First is hereby authorised to draw against the above mentioned bank (or any bank, building society or branch which the account may be transferred) the instalment amount as indicated above. Fitness First acknowledge that the party hereby authorised to affect the drawings against my/our account may not cede or assign any of its rights to any third party without my/our written consent and that I/we may not delegate any of my/our obligation in terms of this contact/authority to any third party without prior consent of the authorised party. Payment shall be made either on the FIRST/ FIFTEENTH/ TWENTYFIFTH da of each month of the closest business day there to. The client agrees to pay any bank charges related to this debit order instruction. The member may not cancel this authority before the period of the contract between himself or herself and Fitness First has lapsed. The client will be not be entitled to any refund of amounts, which have been withdrawn while this authorization was in force if such amount is legally owed to Fitness First. The agreement is on a month to month basis once the initial membership period has expired. The member is responsible to verify that no future deductions are made from his or her account after the approved cancellation month. No refunds will be done longer than 3 months after the approved notice month / payment of cancellationfee.

For Fitness First

Member

Account Holder

Date

Where Legally Necessary

Where Legally Necessary