

evolve fitness

membership application form

MEMBERSHIP NUMBER

PERSONAL DETAILS

TITLE

FIRST NAMES

SURNAME

ID NUMBER

DATE OF BIRTH

NATIONALITY

GENDER

POSTAL ADDRESS

POSTAL CODE

RESIDENTIAL ADDRESS

POSTAL CODE

TEL (HOME)

TEL (WORK)

MOBILE

EMAIL

COMPANY DESIGNATION

NEXT OF KIN

NEXT OF KIN NUMBER

MEMBERSHIP PACKAGE

OFF-PEAK
 PREMIUM 1
 PREMIUM 2
 FAMILY
 STUDENT
 EXCLUSIVE
 MONTHLY

METHOD OF PAYMENT

Monthly amount		
Membership activation fee	R	
Upfront payment	R	
Other	R	
TOTAL MONTHLY AMOUNT ▶	R	
START DATE ▶	<input type="text"/>	<input type="text"/>

CASH
 CHEQUE
 EFT
 DEBIT ORDER
 CREDIT CARD

1. I, the undersigned, _____ (hereafter the "Gym Member") will be entitled to utilize and access the health and leisure facilities of Evolve Fitness (Pty) Ltd (hereafter "the company") from the date on which I am accepted as a member subject to the payment of the appropriate membership fees and signature of this contract. The Gym Member will be entitled to use the facilities during operating hours only, which operating hours will be determined by the company and may be changed by the company from time to time.
- 2.1. If payment is by means of monthly debit order, the membership period will commence on the date which the company opens or the date of acceptance as a member, whichever is the later date and will continue for consecutive months as set out in my contract with the company ("the Initial Period"). On expiry of the Initial Period, this contract will automatically renew on a monthly basis. The Gym Member may cancel the contract after expiry of the Initial Period without any penalty or charge, by giving the company 20 business days notice (before the expiry date) in writing, or other recorded manner or form, be it via sms, e-mail, letter or fax. Likewise, the company may in its sole and absolute discretion without having to furnish the Gym Member with any reasons cancel the contract after giving written notice to the Gym Member and the member's only claim against the company shall be for a refund of a pro rata amount of membership fees paid in respect of the balance of the contract period, and the Gym Member declare that the Gym Member shall have no other claims against the company of any nature whatsoever.
- 2.2. Should the Gym Member wish to terminate the contract before the expiry date of the initial period, the Gym Member will be liable for a cancellation fee decided upon at the sole and legal discretion of the company.
- 2.3. The 20 business days notice in writing, referred to as the Notice Month, is a fully payable month. The Gym Member is still liable for the gym fee payment, irrespective of attending or not attending gym during this final Notice Month.
- 2.4. The company must notify the Gym Member in writing or in any other recordable form, of the looming expiry date of the Initial Period. The notification must be made between 40 and 80 business days before said expiry date.
3. If payment is by means of a once-off upfront payment, the membership period will commence on the date on which the Gym Member is accepted as a member or the date on which the gym is opened, whichever is the later date, and will continue for the duration of the membership contract.
4. The Gym Member hereby confirm and warrants that he or she is physically and medically fit to proceed with normal exercise and that he or she do not suffer from any illness or condition which prevents him or her from using the gym facilities and equipment. As such the Gym Member acknowledge that the company, its directors, employees, agents consultants, contractors or representatives or the owner of the building shall not be responsible nor liable for any injury or loss suffered by the Gym Member and/or any of his or her family members or guests, whether or not through any negligence and/or omission on the part of the company, its employees, agents, consultants, contractors or representatives of the company or the owner of the building for any reason whatsoever and howsoever arising. In the event of the Gym Member signing this contract as the guardian of any minors the Gym Member hereby consent to such a minor being bound by the terms of this agreement, and the Gym Member hereby indemnify the Company, its directors, employees, agents, consultants, contractors and representatives and the owner of the building against all claims that may be made against them for or on behalf of such minors. As such, the Gym Member undertakes to use the gym facilities and equipment entirely at his/her own risk.
5. The company and the owner of the building will not be responsible for any loss, theft or damage to personal property of the Gym Member, his or her dependants, guests or any third party/ies and as such the Gym Member hereby waive any rights to sue the Company and/or the owner of the building for lost or stolen articles.
6. The Gym Member hereby indemnify the company, its directors, employees, agents, consultants, contractors, and representatives and the owner of the building and then hold them harmless against any and all claims arising out of any damage to the property of third party/ies, caused by the Gym Member, his or her dependants, guests or third party/ies, whether caused intentionally or accidentally.
7. Membership fees, which may vary according to the type of membership purchased, shall be payable free of bank charges, set-off or any other deductions by members and shall be fixed for the Initial Period and shall be paid by either monthly debit order in advance of annually in advance and/or such other payment mechanisms as may be agree to in writing by the company or deemed necessary by the company.
8. The company may, after the Initial Period, increase the membership fees by such amount, as the company in its sole and absolute discretion deems appropriate.
9. Monthly debit orders will be submitted on the first working day of each month.
10. The company may require the Gym Member to also pay for usage of various services and facilities in the club specified from time to time by the company in accordance with tariff fees which shall be made available to members at all times.
11. The full outstanding balance will become due and payable if the Gym Member fail to pay any installments on due date thereof, in which event the Gym Member shall be liable to pay all costs in connection with the collection of any amount due by the Gym Member in terms hereof including legal costs on the scale as between attorney-and-own-client, inclusive of collection commission.
12. The Gym Member shall be liable to pay interest at the prime rate as charged by Standard Bank (a division of Standard Bank South Africa) ("Standard") from time to time, on any amounts due and payable in terms hereof and which is not paid on due date, interest shall be calculated from due date.
13. Access to the company's facilities will be denied until such time as the company has received payments in full of the arrear installment(s) plus interest accrued thereon and legal costs on the scale as between attorney-and-own-client, inclusive of collection, if any.
14. All notice and processes may be validly delivered or served upon the Gym Member at his or her postal address as recorded in the Application Form, which address the Gym Member hereby choose as my domicilium citandi et executandi for purpose thereof.
15. In the event that the Gym Member's bank details and/or contact details change, he or she will update the information by means of "change details" form, which can be found at the club reception.
16. Breach, in the event that:
 - 16.1. The Gym Member fails to pay any fee in terms of the contract by the due date;
 - 16.2. The Gym Member fails to adhere and behave in accordance with the rules and regulations;

- 16.3. The Gym Member otherwise breaches any other term of this contract; the company may call upon the Gym Member to remedy the breach or failure within a period of 20 days. If the breach or failure remains unremedied after the aforesaid notice period has expired, the company shall be entitled to either terminate this contract upon written notice to the member or to demand specific performance from the member. This clause shall not prejudice the right of the company to claim damages.
- 16.4. The company shall be entitled to terminate this agreement with immediate effect upon written notice to the member in the event that the member is sequestrated, liquidated or place under judicial management or debt review.
- 16.5. Without detracting from any of the other provision of this clause, in the event of a breach of this agreement and the company electing to cancel same or the Gym Member prematurely terminating this agreement, the Gym Member shall be liable to effect payment to the company for all outstanding membership fees as well as all ancillary services which would have been payable to the company.
- 16.6. The Gym Member confirms that he or she have familiarised himself or herself with the rules and regulations in force from time to time. These rules and regulations are displayed on the notice board at the gym and may vary from time to time.
17. In the event of one or more of these terms, conditions, rules or regulations being unenforceable, same will be deemed to be severable from the remainder of this contract.
18. The company shall be entitled to amend, add or delete any of these said terms and conditions in its sole and absolute discretion.
19. If the company ceases to operate, then the Gym Members membership shall be terminated and the Gym Member shall have no right or claims against the company save for a refund of the pro rata amount of prepaid membership fees, if any.
20. The company offers the following type of membership: Off-peak, Premium 1, Premium 2, Family, Student, Exclusive, and Monthly. Details of these types of membership are set out on the Membership Package form and may be changed from time to time at the company's discretion.
21. The company reserves the right to deny use of the club's facilities to a person whose attire is not considered by the company to be appropriate in connection with the public image of the gym and its rules and regulations. Athletic shoes are required in all exercise areas. No black-soled shoes are permitted on the aerobics floor. No topless training will be allowed. The Gym Member is required to carry with him or her personal towels at all times while exercising or training and shall use the towel to wipe equipment and upholstery clean. The Gym Member and guests are required to wear proper swimming attire in the pool. Members with hair longer than their shoulders should have it tied up at all times. The Gym Member is required to shower before entering the pool.
22. The company requires minors, under the age of 16 years, to be accompanied by an adult Gym Member at all times whilst using the club's facilities. Minors are not permitted in the gym unless they are members. Minors under the age of 16 years of age must always allow an adult Gym Member preference of electronic cardiovascular equipment as well as in the pool.
23. Opportunities to de-activate, upgrade, downgrade and transfer membership may be available from time to time in various clubs. Please refer to the manager of the club for more information in this regards.
24. This contract was duly and fully completed by signature by the Gym Member, and the information contained herein is true and correct. The company reserves the right to cancel the contract if the information supplied is found to be incorrect and/or false.
25. This agreement contains all the terms of conditions of this agreement any addition, variation or cancellation of this agreement, including this paragraph, shall not be of any force and effect unless reduced writing and signed by all parties.
26. The Gym Member confirms that the company has the right to decline his or her application, in its sole and absolute discretion and without having to give any reasons therefore.
27. Upon signing the contract, please be aware of the fact that the Gym Member is liable to honour the Terms and Conditions as set out herein. This specifically includes the monthly payment of fees, irrespective of whether the Gym Member attends gym or not.
- 28.1. The company shall be entitled to cede or assign all or any part of its rights and/or obligations under this agreement, without having to obtain the consent of the Gym Member.
- 28.2. The Gym Member shall not be entitled to cede or assign any of his or her rights or obligations under this agreement to anyone else, without the prior written consent of the company, which consent will not be unreasonably withheld.

Signed at _____ on this _____ day of _____ 20 _____

SIGNATURE

DATE