



MEMBER DETAILS	
NAME:	
SURNAME:	
ID NUMBER:	
GENDER:	
CELL NO:	
EMAIL:	
HOME ADDRESS:	
EMERGENCY CONTACT	
NAME:	
RELATIONSHIP:	
CONTACT NUMBER:	
MEMBERSHIP PACKAGE	
PACKAGE:	
PRICE:	
START DATE:	
DEBIT ORDER INSTRUCTION	
NAME & SURNAME:	
BANK:	
ACC TYPE:	
ACC NO:	
BRANCH CODE:	
DEBIT ORDER DATE:	1 <sup>st</sup> of every month / 15 <sup>th</sup> of every month / 25 <sup>th</sup> of every month



This Signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement").

I/We hereby authorize you to issue and deliver payment instructions to the bank for collection against my/Our abovementioned account as my/our above mentioned bank (or any other bank or branch to which I/We may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of no less than 30 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows:

- i. On the 1st day (payment day\*) Of each and every month commencing on. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;
- ii. Monthly; on or after the dates, when the obligation in terms Of the Agreement is due and the amount of each individual payment instruction may not be more or less that the obligation due;
- iii. Weekly, on or after the dates When the obligation in terms of the Agreement is due and the amount of each individual payment Instruction my not be more or less than the obligation due;

I/We understand that the withdrawals here by authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

#### MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

#### CANCELLATION

I/We agree that although this Authority and Mandate way be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force. if such amounts were legally owing to you.

#### ASSIGNMENT

I/We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Full Names and Surname: \_\_\_\_\_



## Terms and Conditions

NO failure of the Club to exercise any power reserved to it hereunder, or to insist upon strict compliance by the Member with any obligation or condition hereunder, and no custom or practice of the parties' invariance with the terms hereof, shall constitute a waiver of the Club's right to demand exact compliance with the terms hereof.

Each section, part, term and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term and or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation or affect the remaining portions, sections, parts, terms, and, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement, provided. However, that if the Club determines that said finding of illegality adversely affects the basic consideration of the Agreement, the Club, may at its option, terminate this Agreement.

This agreement shall be governed by the laws of the Republic of South Africa. Initial: \_\_\_\_\_

### INITIAL DURATION

The initial duration of this Agreement shall be for the duration of one calendar month. After the expiration of the initial duration the member will have the option to renew or terminate the contract under the termination clause or this agreement.

### AUTOMATIC RENEWAL

The Agreement shall automatically continue on a month-to-month basis, unless specified in writing on the contract, after the initial duration until it is either renewed or cancelled.

### JOINING FEE, MEMBERSHIP FEE AND PAYMENTS

The Club charges a non-refundable joining fee for all new agreements.

The Membership fee is due and payable, in advance, by debit order, on the day selected on page one (1) in this agreement. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment will be debited on the last business day before the day selected on page one (1) in this agreement.

The Member agrees to pay the full membership fee for as long as this Agreement is in effect, regardless of whether the Member is able to attend the program and or classes signed up for.

It is the responsibility of the Member to notify the Club of any changes to the member's banking details or debit orders that didn't go off.

Undisputed amounts not received by the Club shall be deemed past due. Past due amounts shall at the discretion of the Club be subject to a late charge of 2% per month.

In the event of the Member defaulting on payments and the account is handed over for collection, the Member agrees to pay the collection and or legal chares on a scale as between attorney, collection agent and own Client together with collection commission.

Any debit order returned "unpaid" will automatically be resubmitted within 3-5 working days, unless agreed otherwise. Double payment debits may also be submitted during the next debit order date for any unpaid debts.

The Member will be liable for a "debit returned" charge of R50.00 per unpaid debit.

The Club reserves the right to increase the membership fee in its sole discretion by notifying the Member, in writing, 30 days in advance.

The membership fee is subject to an annual escalation of 10% which will take effect on the 1st of March every year.

### FREEZING, MIGRATION AND DOWNGRADING OF CONTRACTS

Freezing of contracts shall only be permitted for membership types specified when entering into the agreement.

The Club does not make provision for downgrading of contracts, Contracts must be either cancelled or renewed.

### CLASS SESSIONS AND BOOKINGS

The Club makes use of an online booking system to which a member is given access to book and schedule his/her classes.

Classes are capped between 20-30 members per class and strictly dependent on bookings.

Should a member not be able to attend his/her class, the member is obligated to cancel his/her class via the online booking system 24 hours in advance.

The member may reschedule or move their class via the online booking system if there is an opening available earlier/later.

If a member fails to attend a scheduled class and/or fails to reschedule their class, the member will not be entitled to an additional class during the following week.

The Club may at its discretion and as deemed necessary, change or add class days and times to accommodate the growth in membership and programming schedule.



#### COOLING OFF PERIOD

A member is entitled to cancel this agreement within 5 five days of the date on which the Member signed the agreement. Where a Member exercises his/her rights to cancel the agreement during the cooling-off period, any payments made will be refunded via EFT or reverse credit card transactions.

Should the member cancel the agreement during the cooling-off period on a special or promotional membership campaign, the promotional items need to be returned in its original packaging and condition by the Member. In the event that the Member does not return the items, the Club reserves the right to charge the Member for the items at the market related value.

#### TERMINATION

Notwithstanding anything else contained in this agreement, either party shall have the right at any time to terminate this agreement, in writing, by giving the other party 30 (THIRTY) business days' notice.

In the event of early termination of this agreement, the Club reserves the right to charge the member a reasonable penalty fee for the remaining duration of the agreement.

The member must notify the club in writing of his cancellation after the initial duration. Notifications must be sent to [crossfitresueltohills@gmail.com](mailto:crossfitresueltohills@gmail.com) and no verbal communication with the coach or any other staff member will be deemed suitable notification of termination.

The Club reserves the right to terminate a Member's agreement if the member engages in any conduct which in the Club's opinion would have a negative effect on the Club, its staff or other Members.

The Member is responsible to verify that no further deductions are made by the Members Banking Institution from his/her account after cancellation. Refunds will not be done for more than months.

#### LIMITATION OF LIABILITY

The Club shall not be responsible or held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person of property anywhere on or about the Club's premises or facilities, whether or not such loss, damage or injury is occasioned by any act or omission of the Club, or anyone else for whose actions the club would be able in law, or by reason of theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club, or any defective facilities of the Club, or caused by any sporting activity carried out on the Club premises, or by any other cause of whatsoever nature or degree of the part of the Club, any Member of the Club, and/or any of their officials, employees and or agents.

Where harm or damage arises from the negligence and or wilful default of a member causing the harm or damage, the said member will be held liable for the harm or damage caused.

#### DOMICILUM CITANDI ET EXECUTANDI

The Parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or Other documents or communications of whatsoever nature (including the exercise of any option), the addresses on page 1. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile or email.

The Parties may by notice to the other parties change the physical address chosen as its domicilia citandi et executandi to another physical address (where postal delivery occurs in the RSA) provided that the change shall be effective on the 7th Business Day from the deemed receipt of the notice by the other Parties.

Any notice to a Party:

sent by prepaid registered post in a correctly addressed envelope to an address chosen as its domicilia citandi et executandi shall be deemed to be received on the 7th Business Day after posting:

delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilia citandi et executandi shall be deemed to have been received on the day of delivery.

#### CESSION

This agreement may not be ceded or assigned in any manner whatsoever without the written consent of the club first being obtained in writing.

Any such cession shall be subject to the terms of this Agreement and any new Members shall be similarly restrained as set out herein. The Club shall be entitled to require that a new agreement be entered into with such cessionary containing such provisions as are then standard to the Membership Agreement, including the club's requirements as to waivers and Indemnities.

The Club shall be entitled to require the cessionary to pay the member fees charged by the club for the new Membership Agreement entered into at that time,

#### DESTRUCTION OR DAMAGE

If the buildings on the premises are so damaged by fire, riot, storm, or the like as to be wholly un-tenantable, then this agreement will not terminate, unless otherwise agreed between the parties.

Should the member be able, notwithstanding the damage, to enjoy some beneficial use then this agreement will not terminate, but the member will be entitled to a reduction of membership fees commensurate with the extent to which it is deprived of beneficial use.

The club shall, at its own cost, repair the damage as soon as is reasonably possible in the circumstances



#### NON-WAIVER

No failure of the club to exercise any power reserved to it hereunder, or to insist upon strict compliance by the member with any obligation or condition hereunder, and no custom or practice of the parties' invariance with the terms hereof, shall constitute a waiver Of the Club's right to demand exact compliance with the terms hereof.

#### SEVERABILITY

Each section, part, term and or provision of this agreement shall be considered severable, and it, for any reason, any section, part, term and/ or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law of regulation, such shall not impair the operation or affect the remaining portions, Sections, parts, terms, and or provisions of this Agreement, and the after will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and or provisions shall be deemed not to be a part of this agreement, provided, however, that if the Club determines that said finding of illegality adversely affects the basic consideration of the agreement, the Club, may at its option, terminate this agreement.

#### GOVERNING LAW

This agreement shall be governed by the laws of the Republic of South Africa.

#### JURISDICTION

In terms of section 45 of the Magistrate's Court Act the parties' consents, for purposes of enforcing any of its rights in terms of this Agreement, to the jurisdiction of the Magistrate's Court preclude either party from instituting action in the high court if he/she should deem it necessary to do so (note 10).

#### MISCELLANEOUS PROVISIONS

Whole agreement- This Agreement constitutes the whole agreement between the Member and the club no agreement representations of warranties between the parties other than those set out herein are binding on the parties. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof this agreement supersedes any such agreement.

Variation - No addition to (note 10) or Variation, consensual cancelation or novation of this Agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the other parties or their duly authorised representatives.

Independent advice - Each party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each party hereto acknowledges that all of the provisions of this agreement and the restrictions herein contained are fair and reasonable in all the circumstances.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Full Names and Surname: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

#### **BAKING DETAILS:**

**BANK:** ABSA

**ACCOUNT:** SAVINGS

**BRANCH CODE:** 632005

**ACCOUNT NUMBER:** 9309832567

**REFERENCE:** NAME AND SURNAME

SEND PROOF OF PAYMENT TO [CROSSFITRESUELTO@GMAIL.COM](mailto:CROSSFITRESUELTO@GMAIL.COM)