



MEMBERSHIP AGREEMENT

MEMBERSHIP INFORMATION

Title: _____

First Names: _____

Surname: _____

ID. no: _____

Date of birth: _____

Gender: _____

Cell: _____

Tel (H): _____

Tel (W): _____

Email: _____

Physical Address: _____

Next of Kin name: _____

Next of Kin tel: _____

PRICE OPTIONS:

Package:	Price: (DEBIT ORDER)	✓	Price: (CASH)	✓
Public Member	R310 per month		R370 per month	
Northwood Old Boy	R270 per month		R330 per month	
Weekly Rate			R180 per week	
Once-Off Month			R400 cash/EFT	



DEBIT ORDER:
PAYMENT INFORMATION

The Fitness Factory cc
2011/016818/23

BANK DEBIT ORDER INSTRUCTION:

Name : _____

Address: _____

Contact Number: _____

Debit Amount : _____

Day of Debit Order : Last working day of the month

Abbreviated Name as Registered with the Bank:

FITNESS FA

BANKING DETAILS:

ACCOUNT NAME: _____

BANK: _____

BRANCH NAME: _____

BRANCH CODE: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: _____

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at 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 email delivered to your address: info@thefitnessfactory.co.za

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

i. On the **LAST WORKING 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

I / We understand that the withdrawals hereby 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 may 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.

BOUNCED DEBITS

Should there be 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. Further, I will be responsible for paying the admin fee of R70.00 charged by SagePay/Netcash each time my debit order bounces, plus the membership fee owed, which can be paid via cash or EFT to The Fitness Factory.

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.

Signature _____ Date: _____

QUESTIONNAIRE:

1. Where did you hear about The Fitness Factory?
2. Have you trained in a gym before? **YES** **NO**
If not, do you need help with a training program?
3. Do you need the help of a Personal Trainer or would you like to join our group classes?
If yes, please email info@thefitnessfactory.co.za and we will put you in touch with one of our trainers.

MEMBERSHIP AGREEMENT

I _____, Hereby irrevocably apply to become a member of The Fitness Factory@Northwood ("hereinafter referred to as the gym, the facility or The Fitness Factory")

I have read and understood the Terms and Conditions of this agreement. I have read and understood the Rules and Regulations of The Fitness Factory and agree thereto.

I understand that membership fees are not refundable if the facilities are not used for a period of time or at all for any reason whatsoever. I understand that termination of membership requires 30 days' written notice, whether I am paying cash, EFT or debit order. I further understand that membership fees are reviewed and updated annually including related terms and conditions.

I confirm that I am medically fit to proceed with the normal routine of exercise and accept that it is my responsibility to seek medical advice before participating in any programme or classes offered by The Fitness Factory.

NO LIABILITY AND INDEMNITY

In consideration of The Fitness Factory granting me (or any child or ward of mine) the use of The Fitness Factory Gym fitness facility or pool, I hereby covenant not to sue and agree to release, discharge, hold harmless, and indemnify The Fitness Factory Gym, its trustees, officers, affiliates, and assign from and against any and all liability, claims, damages, actions of causes of action whatsoever, for omissions constituting negligence on the part of The Fitness Factory, except for wilful or wanton negligence or misconduct. I acknowledge that I have been advised of potential dangers inherent in the program and that I am personally responsible for and voluntarily assume the risks of injury or damage to person or property, except as limited above.

PHOTO AND SOCIAL MEDIA CONSENT

Throughout the year we may take photos or videos of our clients/members during training sessions and group classes. These may be used for marketing and advertising for our gym on different social media platforms such as Instagram and Facebook. By signing this you are giving us consent to use photos or videos of you in The Fitness Factory.

Yes I give consent to use photos and/or videos on Social Media

No I don't give consent to use photos and/or videos on Social Media

MEMBERS SIGNATURE: _____ DATE: _____

THE FITNESS FACTORY STAFF SIGNATURE: _____



THE FITNESS FACTORY@NORTHWOOD RULES AND REGULATIONS

RIGHT OF ADMISSION TO THE GYM IS RESERVED

1. GENERAL

- 1.1 No smoking or alcohol is permitted in The Fitness Factory, unless approved by management in accordance with legislation
- 1.2 The illegal use of any drugs (including steroids) is strictly prohibited in The Fitness Factory.
- 1.3 No firearms, knives or any other dangerous weapons are permitted in the gym
- 1.4 The gym and its management reserves the right to amend these rules from time to time and members and guests should always familiarise themselves with the rules and regulations currently in force.
- 1.5 Rules in addition or amended from this agreement will be displayed in the gym and form part of the agreement with members

2. ATTIRE

- 2.1 Suitable clothing must be worn at all times while exercising and members may not exercise without a top
- 2.2 Closed training shoes (not flip-flops) are to be worn at all times while exercising
- 2.3 You must use a sweat towel at all times while exercising and must wipe down all equipment after use

3. EQUIPMENT

- 3.1 Please gain instruction from the staff on how to use the equipment correctly
- 3.2 Please replace all weights and equipment after use
- 3.3 Adhere to time limits if specified on the equipment
- 3.4 No food, drinks or bags are allowed on the training floor
- 3.5 Should you break a mirror or equipment you will be held liable to fix and or replace.

4. PERSONAL BELONGINGS

- 4.1 Members are responsible for their belongings
- 4.2 The Fitness Factory, its management or its employees will not be held responsible for any loss or theft of money, loss or damage to personal property of members or their guests
- 4.3 The Fitness Factory will not be held responsible for any loss, theft and/or damage to motor vehicles or any other mode of transport of members or their guests while using the gym facilities

5. DAMAGE TO THE GYM'S PROPERTY

- 5.1 Damage to the gym's property caused wilfully or negligently will be paid for by the member who caused said damage. Should you break a mirror or equipment you will be held liable to fix and or replace.
- 5.2 You will also be held responsible for any damage caused by guests.

6 . NON-COMPLIANCE WITH RULES

- 6.1 Any member may be expelled/suspended by management for violation of any rule or regulation or for any conduct which in the opinion of management is detrimental to the welfare, good order or character of the gym's image or members
- 6.2 Unauthorised personal training is prohibited. If management reasonably believes the member is personal training without management's authorisation both the member who is personal training and the member who is being trained may be expelled or suspended and management reserve the right to seek damages to the value of the standard charges applicable to personal trainers at the gym.
- 6.3 Any unauthorised selling of any product or service to members is strictly prohibited
- 6.4 A member expelled or suspended shall forfeit all privileges of membership

7. HOURS OF BUSINESS

- 7.1 Gym opening hours are displayed at the premises and are subject to change at the sole discretion of the gym and/or its management
- 7.2 Members acknowledge that there are certain times of the day when the gym is used for school related activities and there may be restrictions on use during these times. These times will be limited in nature and be clearly advertised in advance.

8. CANCELLATIONS

- 8.1 Members are to cancel their gym memberships with a 30 day written notice, whether paying cash, EFT or debit order.
- 8.2 Cancellations are to be emailed to info@thefitnessfactory.co.za
Verbal cancellations are not accepted.
- 8.3 If members are even a few days late in sending their cancellation, then they will still be debited the following month until the 30 days' notice is effective. For example: If you send you cancellation notice on 6th January, then your last debit order will be on 1st February, as your 30 days' notice will be only be effective from 6th February. There are no exceptions.
- 8.4 Should you wish to re-join the gym again after cancelling, we will happily welcome you back as a member, however there will be a re-joining admin fee of R150.00, which can be paid by cash or EFT to The Fitness Factory.
- 8.5 Before your membership is cancelled, all outstanding gym fees are to be settled. If you have insufficient funds in your bank account, then this can be paid by cash at The Fitness Factory.



The Fitness Factory Health Screening Form

Dear Patient/Client, it has become mandatory that we implement a pre-Screening questionnaire prior to our consultation. This has been advised by the Health Professions Counsel of South Africa.

Please note that if you are a minor, you may attend your rehab appointment with a parent/guardian. This parent/guardian must fill out their own screening form otherwise only the patient/client will be allowed into the facility.

QUESTIONS: Please answer Yes(Y) Or No(N) by ticking the relevant box:

1. Have You Travelled Inter-Provincially Within the Last 14 Days?

Yes No

2. Have You Come into Contact With a Person Known To Have Been Diagnosed With Covid-19?

Yes No

3. Do You Have A Fever or Experienced Fever In The Last 4 Days?

Yes No

4. Have You Experienced A Recent Onset of Respiratory Problems, Such As Coughing, Or Difficulty In Breathing Within The Past 14 Days?

Yes No

5. Have You Recently Participated in Any Gatherings, Meetings Or Had Any Contact With Many Unacquainted People?

Yes No

6. Do you suffer from Hypertension, Diabetes, compromised organ function?

Yes No

INDEMNITY:

By my signature hereto I hereby indemnify and hold completely harmless your trainer and the facility owners/principles against any and all claims whatsoever and howsoever arising that may be brought against them by any person whatsoever should it be conclusively proved that I have contracted the novel coronavirus/Covid 19 from the attending trainer or the facility during the course of any session with your trainer or interaction with the facility or its staff.

In agreeing to receive rehabilitation/training under these circumstances I accordingly voluntarily assume the risk of contracting the novel coronavirus/Covid 19 and by my signature hereto I hereby exempt your trainer and the facility owners/principles from any and all claims whatsoever that I may have against them arising out of my having contracted the novel coronavirus/Covid 19 during training or otherwise from the facility.

Signed at: _____ on this date: _____

Signature: _____ and Name: (printed please) _____