

Address: Bay Fitness, The Village Plaza, 30 Faure Marine Drive, Gordons Bay, 7140

T: 021 856 2401 [www.bayfitness.co.za](http://www.bayfitness.co.za) [info@bayfitness.co.za](mailto:info@bayfitness.co.za)

### Bay Fitness Membership Agreement

Peak Membership:  Off Peak Membership: Initial \_\_\_\_\_ month contract at R \_\_\_\_\_ per month.

Joining Fee: R450. Discount Offer if applicable: R \_\_\_\_\_

Name: \_\_\_\_\_ ID: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Salary Date: \_\_\_\_\_ Contract Start Date: \_\_\_\_\_

Additional Member Name: \_\_\_\_\_ ID: \_\_\_\_\_ Tel: \_\_\_\_\_

Additional Member Name: \_\_\_\_\_ ID: \_\_\_\_\_ Tel: \_\_\_\_\_

Additional Member Name: \_\_\_\_\_ ID: \_\_\_\_\_ Tel: \_\_\_\_\_

#### Authority and Mandate for payments Instruction: Electronic and Written Mandates

Payment Instructions due may be debited against my account on the: 15 26 last day of month (Other) \_\_\_\_\_

Account Holder Name: \_\_\_\_\_ Bank: \_\_\_\_\_

Branch: \_\_\_\_\_ Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Amount: R \_\_\_\_\_ per month

Abbreviated Name as Registered with the Bank: **BAY FITNESS**

This signed Authority and Mandate refers to our contract dated ("the Agreement").

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned 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 as stipulated above and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered monthly and in the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment will automatically be the preceding ordinary business day.

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.

#### Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instruction have 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

#### Assignment

I/We acknowledge that this Authority may be ceded 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: \_\_\_\_\_ (Signature as used for operating on the account) on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_

Assisted by: \_\_\_\_\_ Agreement reference number is \_\_\_\_\_

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## ACCEPTANCE OF MEMBERSHIP TERMS AND CONDITIONS

By signing the overleaf Debit Order mandate, I hereby confirm:

that the information provided by me contained in the membership agreement is correct and further that I have read, understood and accept the terms and conditions of membership as appears on the face hereof and by my signature hereunder confirm that I have read all the rules and regulations of the gym and further warrant that I suffer no physical or mental ailments that will affect my application for membership. I further accept that:

1. I must retain my copy of this membership form as proof of my membership.
2. I have been issued a receipt on my enrolment.
3. Authorised members access the club through the fingerprint scanner. Access will be denied if membership fees are not paid up to date.
4. A guest may use the club facility and pay the guest fee.
5. Should you report your access card damaged, lost, stolen, a card replacement fee of R75 will be charged.
6. I hereby waiver any claim of whatsoever nature I may have against Bay Fitness and expressly agree that Bay Fitness is not held liable for any loss, damage or theft arising from, or incidental to, the member attending Bay Fitness.
7. The right of admission is reserved.
8. Bay Fitness, its employees and agents (Bay Fitness) will not be liable for and is indemnified by you for any loss or damages suffered or incurred (whether direct, indirect or consequential, as a result of death or injury or illness of whatever nature, or any other cause whatsoever, however arising and whether caused by the use of its eating program, exercises, other services, product supplied by it or any act or omission (whether negligent or grossly negligent) of Bay Fitness and accepts no liability whatsoever for any loss (whether direct, indirect or consequential) arising from information provided on these pages or actions arising there from.
9. This disclaimer applies whether or not you have received medical advice regarding the suitability of the activity or program for your personal circumstances.
10. I am liable for any damage done at the Bay Fitness property by myself.
11. I hereby indemnify Bay Fitness against any claim of any nature which may be made against it by any third party arising from my attending Bay Fitness. This includes all medical and health related claims and I hereby indemnify Bay Fitness against any claim
12. I agree that shall be obliged to pay the membership fee in full, whether or not I attend Bay Fitness, irrespective of whatever such failure to attend is voluntary or due to accident, injury, ill health or any other cause of nature whatsoever
13. Money is not refundable under any circumstances and the fees are not transferable.
14. The gym may at its own discretion revoke or suspend your membership if you fail to follow the rules and regulations or for any reasons of nuisance, disturbance, moral, turpitude or fraud.
15. I declare myself medically fit to train.
16. **Membership is not transferable and cancelations can only be made either by providing the club with a written cancellation letter within a 7 day "cooling off" period or by giving the Gym 30 days written notice of termination, paying up any arrears and paying cancellation fee of 30% of the outstanding cost value of the contract. Such termination will be subject to the provisions of the Consumer Act 68 of 2008.**
17. The membership will automatically renew on a month-to-month contract after the initial membership period on a 10% annual escalation. A 30 day cancellation is required to then cancel the membership.
18. The consultant did go through and explain the contract to me and I understood the contract to my satisfaction.
19. Should there be evidence of you stealing in the gym, criminal charges will be brought against you and you will be required to pay the cancelation fee.
20. No dangerous weapons e.g. knives, firearms are allowed on the premises.
21. No illegal substances are allowed on the premises.
22. No dealing (buying or selling) of illegal substances on the premises.
23. No alcohol allowed on the premises and use of the facility while under the influence of alcohol.
24. A sweat towel is compulsory.
25. Equipment must be wiped down after use.
26. Appropriate footwear is compulsory e.g. closed gym shoes – no slops or slippers.
27. Appropriate gym clothing to be worn at all times.