

# 12 MONTHS BLUE MEMBERSHIP CONTRACT



Membership number

Package taken

Rate per month

Surname/Business name:

First Name(s):

Title:

Initial (s):

Male / Female

ID number or registration number

Residential Address

Tel W

Tel H

Cell

Next of kin

Cell

## The Legal Stuff:

### TERM AND CONDITIONS:

The member will be entitled to utilize and access the facilities of Power Ultra Gym, with effect from the date subject to the payment of the appropriate membership fees and with his/her signature of this agreement acknowledges that:

This agreement was fully completed and the information contained herein is true and correct. (Power Ultra Gym reserves the right to cancel the agreement if the information supplied is found to be incorrect and/or false.

The member is physically and medically fit to proceed with the normal routine of exercise and acknowledges that the Company will not be responsible for any injury or loss occurred by the member, whether through negligence or omissions on the part of the Company and its employees, excluding gross negligence or intent. In the event of the member being a minor, the legal guardian assisting him/her herein, consents that the minor is bound by the terms of the agreement, and indemnifies the Company and its employees to the extent, that such minor is not capable of waiving his/her rights.

This agreement contains all the terms and conditions of the agreement between the parties and no representation, addition, variation or cancellation of this agreement shall of any force and effect unless reduced to writing and signed by all parties. The member acknowledges that they read this entire agreement, inclusive of the further terms and conditions and the rules and regulation contained on the overleaf and agrees to be bound thereby.

SIGNED AT powerultragym .co.za ON \_\_\_\_\_ OF \_\_\_\_\_ 2023

\_\_\_\_\_  
Applicant / Guardian

Capacity Mother \_\_\_\_\_ Father \_\_\_\_\_ Legal Guardian \_\_\_\_\_

**MEMBERSHIP TYPE AND FEES (VAT Incl)**

Boxing	<input type="text"/>	Kick Boxing / Self defense	<input type="text"/>
Gold	<input type="text"/>	Full package	<input type="text"/>
Debit order date:	<input type="text"/>		

Monthly fees	R 399
Joining fees	R 80
Card fees	R
Less Discount	R
<b>Total</b>	<b>R 479</b>

Account name	<input type="text"/>		
Bank	<input type="text"/>		
Branch name	<input type="text"/>		
Account number	<input type="text"/>		
Branch code	<input type="text"/>		
Chq	<input type="text"/>	Saving	<input type="text"/>

Hereinafter referred to as "the Club')

I 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. I acknowledge that I am duly authorized to enter into this agreement and request, instruct and authorize the Company to draw against my account with the above-mentioned bank (or another bank or branch to which I may transfer my account) with the membership fees as set out herein for the duration of this agreement. I request, instruct and authorize the Company to re-submit my debit order (s) on a date to be decided by the Company in the event that the said debit order(s) are returned unpaid. I understand that the withdrawals I authorized will be processed by BankServ, and also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I need to pay any bank charges relating to this debit order instruction. I/we acknowledge that this authority may be ceded to or assigned to a third party if the agreement is also 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.

The initial period is the minimum duration of the membership which continues on a month-to-month basis after the initial period expires, unless cancelled by the member.

Cancellation of this agreement requires 20 business days written notice. I/we agree that although this Authority and Mandate can be cancelled by me / us, such cancellation will not cancel the Agreement. I/we shall not be entitled to any refund of amounts that you have withdrawn while this authority was in force, if such amounts were legally owing to you. The Company reserves the right to change the membership fees after the expiry of the initial period. Notice of membership fee changes will be issued 40 – 80 business days prior to the effective date.

Cancelled prior to the end of the initial period, then a cancellation fee, as prescribed in the Consumer Protection Act, will be charged on the remaining months of the initial period at a rate of 60%. The member will forfeit all joining and card fees paid and will be liable for all discount received between the Normal Rate and The Discounted Rate for the duration of the membership.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# MEMBERSHIP CONTRACT



**POWER  
ULTRA**  
GYM AND FITNESS CENTRE

## RULES AND REGULATIONS

All Power Ultra Gym Members ("Members"), guests, and those periodically visiting (together "you") Power Ultra Gym in operation in the South Africa (a "gym") must comply with these Rules. These Rules are incorporated into a Member's Contract with us, and compliance with these Rules is important both to maintain the standards at our gym and to enable Members to get full enjoyment from their Membership.

Any person who does not comply with these rules may be ejected from, or denied access to the gym, or may have their membership terminated or a penalty charge may be given by Power Ultra Gym if the non-compliance is serious.

We reserve the right to make reasonable amendments to these Rules at any time. If we do this, we will give members reasonable advance notice by placing the new Rules on a notice board.

In these Rules, "Power Ultra Gym", "us", "we" or "our" means Power Ultra Gym. Words and phrases in these Rules have the same meanings as given in our Membership Terms & Conditions, unless specified otherwise.

### MEMBERSHIP

Acceptance of an application for Membership is at our absolute discretion (although we will exercise our discretion reasonably, and in compliance with applicable laws).

### JOINING FEE

The joining fee of R80.00 (eighty rand) is payable by you on commencement of this Agreement. The joining fee is not refundable under any circumstances.

Your joining fee includes 1 (one) access card. If you lose this card you need to purchase another Access Device from Power Ultra Gym. You will also need to provide photo identification to enroll and link this new access device to your membership.

### TERMINATION

You may terminate this Agreement by e-mail: [powerultragym@gmail.com](mailto:powerultragym@gmail.com). Should you terminate this Agreement before midnight on the 25th day of any particular month, this Agreement will terminate as at the end of that month, with no cancellation fee due. Should you notify us of your intention to terminate this Agreement on or after midnight on the 25th day of any particular month, this Agreement will terminate at the end of the following month.

If you had selected the 12-month membership option, and then wish to terminate within your first 12 months, then a cancellation fee will apply. After the initial 12 months with no cancellation fee due.

Should you wish to become a member again following a termination, you will need to re-join which will involve paying the Joining Fees again.

We may terminate this Agreement on written notification to you should you breach any of the terms and conditions set out in this Agreement or breach the Rules of Membership which are displayed prominently in the Club.

Upon termination of this Agreement, your membership of Power Ultra Gym shall cease and you shall no longer have access to the Club and the use of its facilities.

### MEMBERSHIP CARD

A Membership Card will be issued to each Member when they join the gym and registered on the finger recognizing technology.

There is a fee of R150.00 for replacement of lost, stolen, or damaged cards.

Each Member must have his/her card swiped for security and verification on each visit to the gym before proceeding into the gym. Any Member attending a gym without a valid Membership Card may be asked for proof of identification.

A Member must not lend, transfer or assign his Membership Card to anyone else as membership is personal and covers only the Member's use of the gym. A member who allows a membership card to be used by a non-member may be expelled summarily from the club and his membership terminated.

On termination of membership, for any reason, the Member is required to surrender his Membership Card to our reception.

### LIABILITY

Power Ultra Gym will not be held responsible for any theft, loss or damage to personal property on or at the club.

### GUESTS AND VISITORS

Members (over the age of 18) may bring guests to the gym provided : (a) we receive payment of the guest fee, as set out in the relevant price list current at the time of the guest's visit charged by the gym; and (b) the guest completes a Pre-Activity Questionnaire or Health Commitment Statement as requested by us. Members must accompany their guest at all times, and the Member who brings the guest remains responsible for their guest's conduct whilst they are in the gym and must ensure that their guests comply with these Rules.. The Member may not leave the gym prior to their guest's departure.

Certain former Members, persons who have applied for Memberships but have been rejected, and former members of staff, may be ineligible to be a Member, or guest. If in doubt, the Member should check with management for advice. A Member who has "frozen" his/her Membership will not be allowed access to the gym (including as a guest).

Initials \_\_\_\_\_

Members must ensure their guests pay the appropriate guest fee or surrender a valid guest pass (if applicable) before accompanying them into the gym.

#### GENERAL

**The trading hours of the gym will be as follows:**

**05:00 – 08:00 Men's and ladies**

**08:00 – 10:00 Ladies only**

**10:00 – 20:00 Men's and ladies**

**We reserve the right to change the hours without prior notice.**

Initials \_\_\_\_\_

Sauna and steam facilities will close 15 minutes before the advertised closing time to allow members time to change. All other facilities (including the gym floor) will remain open until the advertised closing time.

You may not bring pets (other than guide dogs) onto premises.

We reserve the right to use any individual or group photographs or movie shots of you for press or promotional purposes. However, where reasonably possible, we will ask you to sign a use of image rights form to consent to this usage.

You must not consume any food or drink in the gym.

No firearms or weapons are permitted in the club.

We reserve the right to show potential Members and other individuals the facilities of the gym on a trial basis.

#### GYMNASIUM USE

You must complete a Pre-Activity Questionnaire or Health Commitment Statement as requested by us before using any fitness facilities.

You should seek instruction before using unfamiliar equipment.

Appropriate clean exercise clothing and shoes (no person will be allowed on the floor with bare feet) must be worn whilst exercising. A sweat towel is required during exercises at all times.

Gymnasium equipment must not be used for longer than 15 minutes during busy periods. Exercise machines/free weights are not to be reserved by the members.

Only one exercise machine/free weights are to be used by a member unless agreed upon parties involved.

Damage to company's property will be paid by any member who willfully or negligently causes such damage. Members are responsible for damage caused by dependents or accompanying children and / or guests.

You are asked to wipe down gymnasium equipment after use.

Please replace equipment in the correct area allocated for them after use. (Weight plates, dumbbells, barbells etc.). Exercise equipment are not to be dropped but used in an orderly fashion.

You are asked to arrive at the gymnasium five (5) minutes prior to any personal training or induction appointments. We reserve the right to refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours' notice) or fail to keep an appointment for services and/or exercise programs.

You may not use the gymnasium while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely.

If there is a non-compliance to these club rules a membership can lead to Suspension/Termination.

#### STUDIO CLASSES

You must pre-book classes to ensure your participation in them.

# MEMBERSHIP CONTRACT



If you can no longer attend a pre-booked class, you must cancel your booking by calling the gym. If you book a class and fail to attend without cancelling more than 3 times in any 30-day period then your class booking rights will be put on hold for a week.

Class timetables and instructors are subject to change from time to time without notice.

You are requested not to open the doors while a class is in progress, as this may interfere with the operation of the air-conditioning system and disrupt other participants.

In order to avoid disturbing classes, you are requested to arrive in good time. Entrance to classes will be barred to anyone arriving more than five (5) minutes late.

Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees in the class.

Initials \_\_\_\_\_

An instructor may, at any time, ask you to leave a class if you are jeopardizing the safety or enjoyment of others.

We reserve the right to limit your participation to only one exercise class per day.

## BEHAVIOUR & DRESS

You should conduct yourself in a quiet and well-mannered fashion when in or about the gym, and in a manner that will not disturb or impair the use and enjoyment of the gym by any other person. In particular you may not use foul, loud, or abusive language, nor will you behave in a threatening manner, nor will you molest, or harass, other Members, guests, visitors, or members of staff. You may not bring, use, or be under the influence of illegal drugs in any part of the gym. You may not bring any intoxicating liquor into the gym or be drunk in the gym.

We may give a penalty charge/suspend/terminate your membership (if applicable) and may refuse you entry into the gym, or eject you from the gym, if you commit a serious or repeated breach of these Rules, your Membership contract (if applicable), or if you engage in any other serious misconduct.

Members of the gym, their guests, visitors, and members of staff should at all times display mutual respect for each other.

Complaints should be communicated privately to a member of the gym's management, or in writing, or by post.

Smoking is prohibited in any area of the gym including the use of e-cigarettes or similar devices.

You must be dressed in suitable attire with a sweat towel during exercises at all times when on the gym's premises, and appropriate exercise clothing is required whilst exercising in the gym. Guidance as to suitable attire may be obtained from the Manager who may, at his/her discretion, require you to leave the gym, if your attire is not considered suitable.

Only one individual is permitted in a shower cubicle at any one time (with the exception of a parent or guardian who may take his/her own child aged up to 8 years into a shower cubicle with him/her). No towels will be provided, members must bring their own towels;

Members are respectfully requested to store coats and rucksacks in the lockers provided.

## LOCKERS

Lockers are made available subject to availability. Power Ultra Gym does not undertake that use of a locker will guarantee that no theft of or damage to your property will occur. We will not accept any liability in relation to locker thefts unless they result from our negligence. You should check that your household contents or other insurance policy protects you against any risk of theft.

Lockers may only be used for the purposes of keeping gym kit, toiletries, and the clothing that you were wearing when you came to the gym. (No firearms or weapons) The keeping of any other items in lockers is prohibited. If Power Ultra Gym has reasonable grounds to suspect that a locker is being used in breach of this Rule, Power Ultra Gym reserves the right to open the locker in question (by force if necessary) and remove any offending items.

Wristbands for lockers are available at reception and must be returned daily when leaving the gym. There is a fee of R150.00 for replacement of lost, stolen, or damaged wristbands.

Lockers are available for use only while you are on the gym's premises. Use of a locker while not on the premises is prohibited. If you leave your belongings overnight in a locker, Power Ultra Gym reserves the right to open the locker (by force if necessary) and remove your belongings.

Your belongings, so removed, will be available for collection from the reception for a period of seven (7) days, upon payment of the prevailing holding charge. If you do not collect your belongings within seven (7) days, your belongings may be donated to charity.

Initials \_\_\_\_\_

Please note that all of our sites are monitored by CCTV 24 hours a day. Power Ultra Gym reserves the right for its employees and contractors to review footage as required, and by entering onto our sites you consent to your image being recorded and reviewed and waive any and all claims in relation to same. Recorded CCTV footage will be stored securely and retained in accordance with Power Ultra Gym's data protection policy.

## **SPA AREA**

For reasons of health, safety and hygiene you must:

- Always shower before entering the sauna and steam room;
- Not consume, store, or bring into the changing rooms, any food or drink or any kind of glass container;
- Only shave in the wash basins provided;
- No towels will be provided, member must bring their own towels;
- Not attempt to dry clothes or towels in the sauna;
- Not bring sauna oils or essences, cosmetic products, newspapers/magazines/books or other flammable materials into the sauna as these constitute a serious fire hazard;
- Not bring oils or essences to the steam room either as pouring them on the steam outlet will create a burn hazard.

You may not use the saunas or steam rooms while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, or tranquillizers. If you have high or low blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes, or if you are pregnant you should consult your doctor prior to using the facilities.

Initials \_\_\_\_\_

You should use the steam room and sauna (where applicable) in moderation and under medical advice. When using the unisex steam room and/or sauna, you are requested to wear swimming attire.

## **HEALTH & SAFETY**

You must use the main entrance to the gym when entering or leaving the gym.

Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.

You must read the health & safety notices posted outside any equipment or facility rooms in the gym and comply with their recommendations.

You must comply with any reasonable requests made by the members of staff in relation to matters of health and safety.

## **GENERAL**

Children will only be allowed during certain access times if junior classes are offered.

All junior members must have a linked adult member who is their parent, legal guardian or other person who has been registered with us as someone who may bring the junior member into the gym and take responsibility for them (their "Guardian").

Junior members under the age of 12 may only be brought into the gym if accompanied by their Guardian and under direct supervision of their Guardian at all times unless the junior member is involved in a qualifying organized children's activity or are supervised within the gym.

Junior members over the age of 12 can sign themselves into the gym to attend prearranged and approved sessions with coaches provided their Guardian signs the relevant consent forms and at the end of their session they leave the facilities or are met by their Guardian to supervise them.

Junior members under the age of 8 may change in either sex changing room under adult supervision and in designated areas only. Junior members aged 8-15 years must change in designated areas in the changing room of their own sex.

## **GYMNASIUM USE**

Junior members under the age of 10 are not permitted to use the gym floor.

Junior members over the age of 10 may use certain equipment on the gym floor provided they take part in the relevant induction for their age and they only use the equipment covered in their induction and permitted for their age grouping (over 10, over 12 and over 14 years of age).

Junior members must listen and comply with any instructions from the fitness team.

All junior members aged 10 to 14 must be accompanied by their Guardian on the gym floor. Junior members over the age of 14 may use the gym floor whilst their Guardian is elsewhere in the gym, provided the junior member has had the relevant gym floor induction for over 14s.

## **FAMILY GROUP EXERCISE CLASSES**

Junior members may attend specific family friendly group exercise classes with their Guardian. These classes are clearly marked on the timetable.

## **SPA AREA**

The sauna and steam facilities are only accessible to members aged 16 and over. Junior members are not permitted to use those facilities.

## **LOUNGE AREA**

# MEMBERSHIP CONTRACT



Any junior members under the age of 8 must be accompanied by their Guardian whilst in the lounge area. Junior members over the age of 8 can be in the lounge indirectly supervised provided they adhere to the behavior policy and the lounge area is behind the entry gates. Junior members must not climb on chairs or tables or swing or climb on any railings. All furniture must be used appropriately.

Junior members must not run in the lounge area. Junior members must not cycle, roller skate or use scooters anywhere in the gym. Junior members must respect the usage of all members within the lounge area.

Initial \_\_\_\_\_

SIGNED AT POWERULTRAGYM.CO.ZA ON \_\_\_\_\_

\_\_\_\_\_  
APPLICANT

  
\_\_\_\_\_  
ON BEHALF OF POWERULTRAGYM.CO.ZA

# MEMBERSHIP CONTRACT



\_\_\_\_\_

Agreement reference number is \_\_\_\_\_

(Assisted by)