



World of Wellness cc
 Midstream Ridge Sport Facilities, Stand 4427, Ridgeway Avenue
 Postnet Suite 30, Private Bag X1007, Lyttelton, 0140
 wowmidstream@hotmail.co.za
 (012) 942 1153

Membership Agreement Between World of Wellness cc Reg.Nr. 2006/026207/23 and

Title: Surname:

Name:

I.D. Number:

Residential Address:

 Code:

Postal Address:

 Code:

Cell No 1: Cell No 2:

E-Mail:

Additional Members:

Name:	<input type="text"/>
I.D. nr:	<input type="text"/>
Phone:	<input type="text"/>
Relation:	<input type="text"/>

Name:	<input type="text"/>
I.D. nr:	<input type="text"/>
Phone:	<input type="text"/>
Relation:	<input type="text"/>

Name:	<input type="text"/>
I.D. nr:	<input type="text"/>
Phone:	<input type="text"/>
Relation:	<input type="text"/>

Name:	<input type="text"/>
I.D. nr:	<input type="text"/>
Phone:	<input type="text"/>
Relation:	<input type="text"/>

Payment Details

Section 1: Joining & 1st Month

Joining Fee(s): .

Joining Month Fee (pro rata): .

Amount due: .

Payment method: Cash
 EFT

Receipt No:

Staff member:

Section 2: Debit Order Authorisation

Bank:

Account Holder:

Account Number:

Branch Code:

Account Type: Current: Transmission: Savings:

Monthly Amount: .

Membership Rates:

Contract
 Month to Month

I confirm that I have read and that I understand and undertake to comply with the conditions on the reverse side hereof

Signed: _____
 Print Name: _____
 Date: _____

U/21 Assisted by:
 Signed: _____
 Print Name: _____
 Capacity: _____

TERMS AND CONDITIONS OF MEMBERSHIP

1. By signing this Agreement, the Member confirms and warrants that all personal and banking details provided by the Member are accurate at time of signature;
2. He/she is medically fit to engage in physical fitness activities;
3. He/she will abide by the rules and regulations regarding conduct and hygiene;
4. The membership fees specified on the face of this contract are non-refundable for any reason whatsoever, including Member's failure to attend or use the club, and payable to the club in full without set-off or reduction on the dates specified.
5. Prices for additional services and benefits not specifically included in the type of Membership contracted, such as, assessments and personal training, are available upon request from the club and are payable separately from the membership fees.
6. Should the Member elect to pay by way of debit order, he/she hereby authorizes the club and/or its affiliates and their duly authorized agents to deduct the requisite due payment from the Member's and/or the Member's nominated bank account as specified on the face of this Agreement.
7. All bank charges and/or interest/finance charges of whatever nature over and above the agreed membership fees will be for the account of the Member. Should the club incur any such extra costs in collecting the Membership fees from the Member, the Member will pay such costs to the club immediately on demand. The monthly installment figure provided by the duly authorized representative of the club is merely an indication of such installment. Same may vary depending on the Member's bank and the prevailing interest rate that is applicable to the Member's bank account from time to time, together with fluctuating bank charges.
8. Should the Member:
 - a. Fail to comply with any of his/her undertaking in terms of this agreement, or
 - b. Fail to obey the rules of conduct and hygiene as required by the club, or
 - c. Fail to make full payment to the club of all amounts due in terms of this agreement within 14 days of such amount becoming due, or
 - d. Repudiate this agreement in whole or in part, whether expressly or by conduct,then the Member will be in breach of this agreement and the club will be entitled, without derogating from any other rights which it may have in law, and at its sole but reasonable discretion, to terminate this agreement and to recover the full amount due in terms of the contract, should the club have complied with its obligations, from the Member.
9. Should the Member fail to pay any installment on due date, he/she shall be liable to pay all costs in connection with the collection of any outstanding amounts due by him/her to the club, including legal costs on an attorney and own client scale and collection commission. Access to the club's facilities will be denied until such time as the Member has made payment of all outstanding amounts to the club, plus interest at a rate of prime plus 2% and legal costs.
10. All notices and processes may be validly delivered or served upon the Member at the Member's given residential address, which he/she hereby appoints as his/her *domicilium citandi et executandi*.
11. The parties herewith agree that the minimum period of this contract will be 1 (one) year. On the expiry of the 1 (one) year period, this contract will automatically continue on a month-to-month basis, until written cancellation notice has been received. The contract will then be cancelled following 1 (one) calendar month.
12. Unless 20 business days' notice in writing is received by the club from a member paying by debit order, and only after written acknowledgement by the club of such notice from the Member, the monthly deductions of Membership fees will continue. Any such cancellation by the Member shall not prevent the club from recovering the full outstanding balance of Membership fees due in terms of this agreement, which balance shall become immediately due and payable.
13. For the purposes of recovering any amount due in terms of this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court in terms of section 45 of Act 32 of 1944, without prejudice to the right of the parties to proceed in the High Court should they so choose.
14. Members acknowledge that they and their guests participate in the club's physical fitness programs and/or make use of the club's equipment, services and facilities at their own risk, and the Member hereby indemnifies the club, its agents and/or staff from any claims of whatsoever nature for loss or damage to property and/or injuries suffered whilst engaging in any such activity in the club.
15. Except as prevented by an Act of God, war, strike or any other beyond its control, the club undertakes to make available to the Member, maintain and upgrade the club facilities and equipment when necessary and to supervise all activities taking place in the club for the duration of the Membership agreement. The club specifically reserves the right to close the facilities at any time and/or to alter times of operation of any facility, in which event the club will make all efforts to provide the Member with reasonable notice of any such closures or time alterations.
16. This agreement constitutes the sole and exclusive agreement between the parties and no other agreements, representations, promises and/or understanding not contained herein will be binding as between the parties unless reduced to writing and signed by both parties.
17. No indulgences granted to the Member by the club shall be regarded as a waiver of rights by the club, the club specifically reserving its rights to proceed against the Member with whatever action it may be entitled to in law should that be necessary at a later stage.
18. Membership fees may increase annually according to inflation.
19. If a member wishes to cancel his/her contract before the 1 year contract has expired, a month-to-month rate will be backdated and charged for the period the member used the facility.