

When paying by Credit Card, prices quoted do not include bank charges or interest that may be levied by your bank.

# ALBERTON SPORTS AND FITNESS CLUB

CK No.: 2018/036965/07

27 Clinton Road  
New Redruth, Alberton 1449  
TEL. (011) 869-1116

SIGNATURE OF MEMBER

## MEMBERSHIP AGREEMENT

MEMBER'S Tag No: .....

TOP COPY - CLUB COPY (WHITE); 2ND COPY - MEMBER'S COPY (YELLOW); 3rd COPY - FAST COPY (PINK)

MEMBER'S NUMBER **35058 A**

**MEMBER'S PARTICULARS**

Dr/Mr/Mrs/Ms First Name [ ] Surname [ ]  
 Postal Address [ ] Telephone No. (Home) [ ]  
 [ ] Telephone No. (Work) [ ]  
 [ ] Cellphone No. [ ]  
 Postal Code [ ] I.D. No. [ ]  
 Medical Allments [ ] Occupation [ ]  
 Medical Aid Scheme [ ] Employer [ ]  
 In case of emergency: E-mail [ ]  
 Relative not living with you:  
 First Name [ ] Surname [ ] Tel. No. (H) [ ] (W) [ ] (C) [ ]

**MEMBERSHIP DETAILS** TYPE: GYM  SQUASH  SUNBED  SPA  OTHER

START DATE [ ] EXPECTED SALARY DATE [ ] MINIMUM DURATION [ ]

MEMBERSHIP CONSULTANT: FIRST NAME [ ] SURNAME [ ] SIGNATURE [ ]  
 CLUB MANAGER: FIRST NAME [ ] SURNAME [ ] SIGNATURE [ ]

**PAYMENT DETAILS**

MEMBERSHIP FEE R [ ] JOINING FEE R [ ]  
 ANNUAL MAINTENANCE LEVY R [ ] CARD FEE R [ ]  
 METHOD OF PAYMENT CASH  CHEQUE  SIGNATURE OF MEMBER [ ]  
 AMOUNT PAID R [ ] Debited on the 02/11 every year  
 BALANCE OUTSTANDING R [ ]

BALANCE TO BE PAID AS FOLLOWS:  
 DEBIT CARD  CREDIT CARD  BUDGET PERIOD [ ] MONTHS [ ]  
 CARD No. [ ] CARD EXPIRY DATE [ ] C.V.C. No. [ ]

1. It is expressly recorded and agreed that in the event of the Member paying the fees and charges referred to herein by credit card the cardholder's bankers are acting as agent for the cardholder in effecting payment to the (Pty) Ltd in regard to any amount of any nature whatsoever claimed by the bank from the cardholder arising out of such payment to the (Pty) Ltd.  
 2. The fees and charges quoted by the (Pty) Ltd and/or stipulated on the face hereof to the Member do not include any interest or other charges which may be charged against the cardholder by his/her bankers arising out of the use of the credit card in this transaction.  
 3. The monthly payments quoted by the cardholder's bankers or by the (Pty) Ltd over a given pay back period on the cardholder's budget account on the credit card may change due to the cardholder's banker's insistence upon a shorter pay back period on the budget account.  
 4. In the event of the cardholder's bank having paid the (Pty) Ltd the total amount of the fees referred to on the face hereof then all monies payable on a monthly basis on the cardholder's budget credit card account arising out of this transaction are owed to the bank, and not to the (Pty) Ltd.

**DEBIT ORDER**  - INGYMFEESA (Bank Statement Reference)

BANK NAME [ ] BRANCH NAME [ ]  
 ACCOUNT HOLDER'S NAME [ ] BRANCH CODE [ ]  
 ACC/CARD No. [ ] TYPE: Savings  Current  Transmission  Master  Visa

1. I hereby authorise Alberton Sports and Fitness Club to issue and deliver debit order payment instructions to your banker for collection against my Account and Bank used by my employer to deposit my salaries / wages, which account may differ from the account specified above on condition that the sum of each payment instruction and frequency of payment requests will never exceed the obligations as agreed and defined in the Agreement specified.  
 2. My bank's participation in the relevant payment stream, the authentication mechanism used by me and the relevant rules applicable to the payment streams will determine per repayment cycle the most suitable payment stream in order to fulfill the obligations as defined in the agreement.  
 3. My authorization is subject thereto that the same payment instruction may never be presented simultaneously in more than one payment stream during the same repayment cycle or, if unpaid in a payment stream selected be represented in the same cycle in another payment stream.  
 4. I can only service the obligations defined in here if the payment instructions are executed as close as possible to when I receive my salary or wages which dates vary from month to month, especially during December of each year.  
 5. To curb against (1) unpaid bank charges (2) losing the benefits described in the agreement quoted (3) incurring penalties due to non-payment; I explicitly authorise Alberton Sports and Fitness Club to utilise the functionality of Tracking supported on the EDO Payment Streams especially after unsuccessful attempts on the EFT Payment Stream. Tracking supported on the EDO Payment Streams has been explained to me and I acknowledge that my above-mentioned account will be interrogated for a defined period until this period has lapsed or until payment was received.  
 6. I hereby agree that subsequent payment instructions will continue to be delivered in terms of the authority until all obligations have been paid. This authorisation will remain in force until cancelled by me in writing.  
 7. I hereby acknowledge that my bank will charge fees to my account as agreed with them once they process this instruction.  
 8. I foresee that I may change my bank and bank account particulars reflected in here, in which instance I will notify the beneficiaries specified, or any new beneficiary, should the agreement be ceded or assigned to any third party. Should I however forget to notify you, or the assigned third party and if you or the assigned third party obtain my new bank particulars, on own account, this mandate will not lapse. This issued mandate will cover the obtained bank information, and you and the assigned third party may attach such new information, to this signed document as annexure, and the attached annexure must be read together with this mandate, by my new bank.  
 9. I acknowledge that the above amount is debited to my account in respect of the monthly fees due by me in terms of this membership agreement and I understand and accept that the said debit may be increased by the (Pty) Ltd from time to time in accordance with the monthly fees prevailing at any given time.  
 10. Notice of my intention to cancel this authorisation upon expiry of the minimum period stipulated above must be forwarded to the (Pty) Ltd in the manner set out in clause 23 on the reverse side hereof to reach it by no later than 30 days prior to the debit order date of the final amount payable in the minimum period, failing which this authorisation shall continue to be of force and effect and shall then be terminable only on three months written notice to the (Pty) Ltd.

**MEMBERSHIP ACCEPTANCE**  
 I, the undersigned hereby confirm that the information provided by me and contained in this membership agreement is correct and that I have read, understood and accept the terms and conditions of membership which appear on both the face and the reverse side hereof. I accept that this membership agreement may not be cancelled by me except on valid legal grounds.

SIGNATURE OF MEMBER [ ] DATE [ ]  
 Duly assisted by the undersigned legal guardian (where applicable) who binds himself/herself as surety and co-principal debtor for and on behalf of the member in favour of the (Pty) Ltd.

Assisted by: First Name [ ] Surname [ ] Capacity [ ] Tel. No. (H) [ ]  
 (W) [ ] (C) [ ] Postal Address [ ]  
 Postal Code [ ] I.D. No. [ ] Signature [ ] Date [ ]

# MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

## DEFINITIONS

1. "(Pty) Ltd" means Zorbyl (Pty) Ltd 2018/036965/07 trading as Alberton Sports and Fitness Club.
2. "Member" means the person whose name appears on the face hereof in the block marked "Member's Particulars".
3. "Access card" means the card which is issued to the member by the (Pty) Ltd and which enables the member to gain access to the club.
4. "The club" means the facilities which the (Pty) Ltd will make available to the member.

## MEMBERSHIP RULES

5. Membership of the club shall vest in the member and may not be ceded, transferred or assigned to any third party whatsoever except as provided for herein and such membership shall for the duration of this agreement entitle the member to the use of the club.
6. The (Pty) Ltd shall be entitled from time to time to make repairs, renovations and/or improvements to the club and the member shall have no claim whatsoever and howsoever arising against the (Pty) Ltd as a result thereof.
7. The (Pty) Ltd shall be entitled to relocate the club at its sole and absolute discretion and the member shall have no claim of any nature whatsoever and howsoever arising against the club as a result thereof.
8. The (Pty) Ltd shall be entitled to deny the member access to the club in the event of the member failing to produce his/her access card when requested to do so.
9. The member shall not make his/her access card available to any third party and thereby enable such third party to gain entry to the club.
10. Without derogating from any other rights which it has in terms of this agreement or in law, the (Pty) Ltd shall be entitled to charge interest against the member on all amounts due and unpaid by the member to the (Pty) Ltd in terms hereof at the maximum permissible rate in terms of the Usury Act, Act 73 of 1968.
11. The (Pty) Ltd shall be entitled in its sole and absolute discretion to stipulate and to alter the hours of business of the club from time to time without notice to the member.
12. The original of this agreement shall remain in the possession of the (Pty) Ltd and shall be the definitive contract between the (Pty) Ltd and the member, taking precedence in the event of any discrepancy between the said original and the copy in the possession of the member.
13. The (Pty) Ltd shall not be liable to the member or any third party claiming through the member for any loss, damage or injury whatsoever suffered by the member or such third party as a result of the use by the member of the club or of any of the facilities thereat.
14. The member warrants that at the time of signature hereof he/she was in a sufficiently fit mental and physical condition to be able to safely make use of the facilities at the club.
15. The member undertakes to pay all amounts due to the (Pty) Ltd in terms of this agreement from time to time irrespective of whether the member makes use of the membership and/or the club and whether or not any failure to use same is due to injury, ill-health and/or any voluntary act on the part of the member or as a result of any other cause whatsoever.
16. The member acknowledges and warrants that he/she was not induced to enter into this agreement by any warranty and/or representation and/or undertaking by the (Pty) Ltd or any of its employees, agents or sub-contractors, save as is written into this document itself.
17. The member shall notify the (Pty) Ltd immediately of any change in his/her address and/or bank details and in the event of it becoming necessary for the member to be traced shall be liable for all costs incurred as a result thereof.
18. Notwithstanding any of the other terms of this agreement, the (Pty) Ltd shall be entitled to terminate this agreement in its sole and absolute discretion at any time on giving to the member thirty (30) days written notice in which event the member shall be liable for only a portion of the membership fees appearing on the face hereof calculated prorata according to the period of the contract which has already expired at the date of such termination. The member shall have no other claim against the (Pty) Ltd whether for a refund of monies paid in terms of this agreement or otherwise, save as set out herein.
19. In the event of any amount which is owing by the member to the (Pty) Ltd, including the annual maintenance levy appearing on the face hereof, not being paid on due date and/or the member breaching any other term of this agreement, the (Pty) Ltd shall, without prejudice to any other right that it may have in law, be entitled to cancel this agreement of membership without notice to the member in which event the member shall have no claim for a refund of any monies already paid by him/her and any balance of the membership fees recorded on the face hereof which is still outstanding at such time shall immediately become due and payable.
20. The member shall be entitled to transfer his or her membership to a third party subject to the following:
  - 20.1 the payment of an administration fee and an access card fee to the (Pty) Ltd by the transferor;
  - 20.2 the completion and signature by the transferee of the membership agreement stipulated by the (Pty) Ltd;
  - 20.3 the approval of the transfer by the (Pty) Ltd.

## GENERAL

21. The parties hereto choose as their respective domicilia citandi et executandi for service of all notices, processes, documents and for all other purposes hereunder the following addresses:

The member: the residential address appearing on the face hereof.

The (Pty) Ltd: 27 Clinton Road, New Redruth, Alberton.
22. I/We undertake to pay all legal expenses incurred in connection with the recovery of any account due by me/us, including all collection charges as levied by a Collection Agency as nominated by the (Pty) Ltd at a rate of 25% calculated against the amount handed over and/or legal fees as charged between Attorney and own Client which may be payable in respect of collection of such account.
23. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and sent to the addressee's domicilium address as set out herein or delivered by hand to a responsible person during ordinary business hours at such domicilium address.
24. A certificate signed by a member of the (Pty) Ltd, whose appointment it shall not be necessary to prove, showing the amount due and owing by the member to the (Pty) Ltd at any given time, shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the member for recovery of the amount.
25. Any party may by notice to the other party change its domicilium address to another physical address in the Republic of South Africa provided that such change shall only become effective on the fourteenth (14th) day after the receipt of the notice.
26. This agreement constitutes the whole agreement between the parties, and no warranties or representations, whether expressed or implied, not stated herein, shall be binding on the parties. No agreement in variance with the terms and conditions of this agreement shall be binding on the parties, unless reduced to a written agreement signed by or on behalf of the parties.
27. Notwithstanding anything to the contrary herein contained, this agreement shall only become binding upon the (Pty) Ltd upon signature hereof by a duly authorised representative of the (Pty) Ltd.
28. "You are entitled to terminate your membership within five days of the date on which you signed this agreement, excluding the day of signature as well as Saturdays, Sundays and public holidays. This intended termination must be conveyed in writing and must be received by any employee of the fitness centre, within the five-day period, at the physical address where the agreement was signed. "In writing" includes the use of facsimilies, letter or email by the member. Upon cancelling in the five day cooling off period a R500.00 administration fee will be charged. Any cancellation after five days, will be subjected to a cancellation fee, of the remaining term of the membership agreement. Any money owed to the (Pty) Ltd on cancellation has to be paid in full.
29. "You are entitled to choose, whether you prefer to pay your membership fee in advance or whether you prefer to make a monthly payment. The terms, conditions and costs involved for both options are explained in the attached addendum. You will receive a copy of this addendum".
30. The (Pty) Ltd shall be entitled to, subject to the provisions of the National Credit Act, 34 of 2005, as read with the National Credit Regulations, published in Government Gazette No. 8477, Notice 28864, transmit details (including personal information) to TransUnion Credit Bureau of how the member has performed in meeting his/her obligations in terms of this membership agreement concluded between the (Pty) Ltd and the member, and that TransUnion Credit Bureau may share such information with other registered credit providers and TransUnion Credit Bureau's customers. Should the member fail to meet his/her commitments to the (Pty) Ltd, the (Pty) Ltd shall be entitled to record the members non-performance with TransUnion Credit Bureau's customers and that any information conveyed by the (Pty) Ltd to TransUnion Receivables Management may be used by TransUnion Credit Bureau, in the normal course of its business as a registered credit bureau and accessed by other Credit Providers and customers of TransUnion Credit Bureau.
31. Any Debit order rejections for more than 3 consecutive months, the company will have the authorisation to revert to Naedo deductions.

## BOOKINGS

32. Squash courts can be booked for a maximum of 1 hour per member per day.
33. Sunbeds can be booked for a maximum of 1 session per member per day.
34. Spa treatments can be booked for a maximum of 3 treatments per member per week.
35. Strictly 24 hour notice needed on all booking cancellations.
36. All bookings as per availability.