

EMPRO

**KICKBOXING AND
FITNESS ACADEMY**

Membership Agreement
& Enrolment Form

PERSONAL DETAILS

TITLE FIRST NAMES

SURNAME

ID NUMBER

DATE OF BIRTH

NATIONALITY

GENDER MALE FEMALE

POSTAL ADDRESS
 POSTAL CODE

RESIDENTIAL ADDRESS
 POSTAL CODE

TEL (HOME)

TEL (WORK) MOBILE

EMAIL

COMPANY

DESIGNATION

NEXT OF KIN

NEXT OF KIN NUMBER

DECLARATION

I have read and agree with the terms and conditions accompanying this Membership Form

Date

SIGNATURE: Member

Date

SIGNATURE: Guardian
(If assisted by legal guardian)

Date

SIGNATURE: For Company

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MEMBERSHIP PACKAGES

STUDENT EXCLUSIVE 1A EXCLUSIVE 1B EXCLUSIVE 2A EXCLUSIVE 2B

STUDENT PACKAGE

R250.00 PER MONTH (2 CLASSES PER WEEK)

BULLY-PROOF CLASS - Ages 3 - 8

KICKBOXING & FITNESS CLASS - Ages 8 - 16

EXCLUSIVE 1A (6 Months)

KICKBOXING & FUNCTIONAL FITNESS - Ages 17 and up

R450.00 PER MONTH (2 CLASSES PER WEEK)

EXCLUSIVE 1B (12 Months)

KICKBOXING & FUNCTIONAL FITNESS - Ages 17 and up

R350.00 PER MONTH (2 CLASSES PER WEEK)

EXCLUSIVE 2A (6 Months)

KICKBOXING & FUNCTIONAL FITNESS - Ages 17 and up

R650.00 PER MONTH (UNLIMITED CLASSES)

EXCLUSIVE 2B (12 Months)

KICKBOXING & FUNCTIONAL FITNESS - Ages 17 and up

R500.00 PER MONTH (UNLIMITED CLASSES)

PRIVATE CLASSES (6 MONTHS)

R180.00 PER SESSION

PRIVATE CLASSES (12 MONTHS)

R150.00 PER SESSION

METHOD OF PAYMENT

PAYMENT METHOD : CASH / EFT IN ADVANCE

DEBIT ORDER

MEMBERSHIP ACTIVATION FEE	R
UPFRONT PAYMENT	R
OTHER	R
TOTAL MONTHLY AMOUNT	R
START DATE	

PAY A YEAR IN ADVANCE AND
RECEIVE ONE MONTH OFF

1. I, the undersigned (hereafter the “member”) will be entitled to utilise and access the facilities of Empro Kickboxing and Fitness Academy (hereafter the “gym”) from the date on which I am accepted as a member subject to the payment of the appropriate membership fees and signing of this contract.
2. The member will be entitled to use the facilities during operating hours, which will be determined by the gym and may be changed by the gym from time to time.
 - 2.1 The membership period will commence on the date of acceptance as a member and will continue for consecutive months as set out in the contract with the gym (“the initial period”). On expiry of the initial period, this contract will automatically renew monthly. The member may cancel the contract after expiry of the initial period without any penalty or charge, by giving the gym 30 days’ (one calendar month’s) notice, before the expiry date, in writing. Likewise, the gym may in its sole and absolute discretion, without having to furnish the member with any reasons, cancel the contract after giving written notice to the member and the member’s only claim against the gym shall be for a refund of a pro rata amount of membership fees paid in respect of the balance of the contract period, and the member declares that the member shall have no other claims against the company of any nature whatsoever.
 - 2.2 Should the member wish to terminate the contract before the expiry date of the initial period, the member will be liable for a cancellation fee decided upon at the sole and legal discretion of the gym.
 - 2.3 The 30 days’ notice in writing, referred to as the notice month, is a fully payable month. The member is still liable for the gym fee payment, irrespective of attending or not attending gym during this final notice month.
 - 2.4 The gym must notify the member in writing of the looming expiry date of the initial period. The notification must be made 30 days before said expiry date.
3. The member hereby confirms and warrants that he/she is physically and medically fit to proceed with normal exercise and that he/she does not suffer from any illness or condition which prevents him/her from using the gym facilities and equipment. As such the member acknowledges that the gym, its director or employees shall not be responsible nor liable for any injury or loss suffered by the member and/or any of his/her family members or guests, whether or not through the negligence and/or omission on the part of the gym, its director or employees for any reason whatsoever and howsoever arising. In the event of the member signing this contract as the guardian of any minors, the member hereby consents to such a minor being bound by the terms of this agreement, and the member hereby indemnifies the gym, its director and employees against all claims that may be made against them for or on behalf of such minors. As such, the member undertakes to use the gym facilities and equipment entirely at his/her own risk.
4. The gym and its director will not be responsible for any loss, theft or damage to personal property of the member, his/her dependants, guests or any third party/ies and as such the member hereby waives any rights to sue the gym and/or its director for lost or stolen articles.
5. The member hereby indemnifies the gym, its director and employees and holds them harmless against all claims arising out of any damage to the property of the third party/ies, caused by the member, his/her dependants, guests or third party/ies, whether caused intentionally or accidentally.
6. Membership fees, which may vary according to the type of membership purchased, shall be payable free of bank charges, set-off on any other deductions by members and shall be fixed for the initial period and shall be payable according to the contract chosen.
7. The gym may, after the initial period, increase the membership fees by such amount, as the gym in its sole and absolute discretion deems appropriate.
8. The gym may require the member to also pay for usage of various services and facilities in the gym/used by the gym specified from time to time by the gym in accordance with tariff fees which shall be made available to members at all times.
9. The full outstanding balance will become due and payable if the member fails to pay any instalment on the due date thereof, in the event the member shall be liable to pay all costs in connection with the collection of any amount due by the member in terms hereof including legal costs on the scale as between attorney-and-own-client, inclusive of collection commission.

10. Access to the gym's facilities will be denied until such time as the gym has received payment in full of the arrear instalment(s) plus legal costs on the scale as between attorney-and-own-client, inclusive of collection, if any.
11. All notices and processes may be validly delivered or served upon the member at his/her residential address as recorded in the application form, which address the member hereby chooses as domicillum sitandi et executandi for the purpose hereof.
12. In the event that the member's bank details and/or contact details change, he/she will update the information by means of a "change details" form, which can be obtained at the gym reception.
13. Breach, in the event that:
 - 13.1 The member fails to pay any fee in terms of the contract by the due date;
 - 13.2 The member fails to adhere and behave in accordance with the rules and regulations;
 - 13.3 The member otherwise breaches any other term of this contract; the gym may call upon the member to remedy the breach or failure within a period of 20 days. If the breach or failure remains unremedied after the aforesaid notice period has expired, the gym shall be entitled to either terminate this contract upon written notice to the member or to demand specific performance from the member. This clause shall not prejudice the right of the gym to claim damages.
 - 13.4 The gym shall be entitled to terminate this agreement with immediate effect upon written notice to the member in the event that the member is sequestered, liquidated or placed under judicial management or debt review.
 - 13.5 Without detracting from any of the other provisions of this clause, in the event of a breach of this agreement and the gym electing to cancel the same or the member prematurely terminating this agreement, the member shall be liable to effect payment to the gym for all outstanding membership fees as well as all ancillary services which would have been payable to the gym.
 - 13.6 The member confirms that he/she has familiarised him/herself with the rules and regulations of the gym. These rules and regulations are displayed in the gym and may vary from time to time.
14. In the event of one or more of these terms, conditions, rules or regulations being unenforceable, same will be deemed to be severable for the remainder of this contract.
15. The gym shall be entitled to amend, add or delete any of these said terms and conditions in its sole and absolute discretion.
16. If the company ceases to operate, the member's membership shall be terminated, and the member shall have no right of claims against the gym except for a refund of the pro rata amount of prepaid membership fees, if any.
17. Details regarding memberships are set out on the Membership Packages form and may be changed from time to time at the company's discretion.
18. The gym reserves the right to deny use of the gym's facilities to a person whose attire is not considered by the gym to be appropriate in connection with the public image of the gym and its rules and regulations. Athletic shoes are required in all exercise areas. No topless training will be allowed. The member is required to carry with him/her personal towels at all times while exercising or training and shall use the towel to wipe equipment and upholstery clean. Members with hair longer than their shoulders should have it tied up at all times.
19. Opportunities to de-activate, upgrade, downgrade and transfer membership are available. Please refer to gym management for more information in this regard.
20. This contract was duly and fully completed by signature by the member, and the information contained herein is true and correct. The company reserves the right to cancel the contract if the information supplied is found to be incorrect and/or false.
21. This agreement contains all the terms and conditions of this agreement and any addition, variation or cancellation of this agreement, including this paragraph, shall not be of any force and effect unless agreed to in writing and signed by all parties.
22. The member confirms that the gym has the right to decline his/her application, in its sole and absolute discretion and without having to give any reasons therefore.
23. Upon signing the contract, please be aware of the fact that the member is liable to honour the terms and conditions set out herein. This specifically includes the monthly payment of fees, irrespective of whether the member attends the gym or not.
 - 23.1 The gym shall be entitled to cede or assign all or any part of its rights and/or obligations under this agreement, without having to obtain the consent of the member.
 - 23.2 The member shall not be entitled to cede or assign any of his/her rights or obligations under this agreement to anyone else, without the prior written consent of the gym, which consent will not be unreasonably withheld.