

TERMS AND CONDITIONS

- 1. DURATION OF AGREEMENT IF NOT DEBIT ORDER MEMBERSHIP**
 - 1.1. This agreement will commence on date of signature by the party last in time to do so and will subsist until the end of the calendar year, unless cancelled in accordance with the terms of this agreement.
 - 1.2. The member shall be notified of the impending expiry date of the agreement in accordance with the provisions of the Consumer Protection Act 68 of 2008.
 - 1.3. Annual membership agreements are only valid for the calendar year wherein it was signed and will not be carried over to the following calendar year.
 - 1.4. Should the member desire to renew his/her membership with Tuks Student Gym, a new agreement must be signed and the membership fee paid in respect thereof.
 - 1.5. The member is entitled to cancel the agreement at any time upon 20 (twenty) business days prior written notice to the Tuks Student Gym. Should the member elect to terminate this agreement in accordance with the provisions of this clause 1.5, the member shall remain liable to the Tuks Student Gym for any amounts due and payable to the Tuks Student Gym (including, without limitation, any arrears fees and interest thereon) as well as a reasonable cancellation penalty, calculated at 20% (twenty percent) of the value of the unexpired term of the agreement (i.e. the fees that would have been payable had the agreement not been cancelled) save where circumstances dictate otherwise.
- 2. DURATION OF AGREEMENT IF DEBIT ORDER MEMBERSHIP**
 - 2.1. This agreement will commence on date of signature by the party last in time to do so and will subsist for a period of 12 (twelve) months, unless renewed by the member or cancelled in accordance with the terms of this agreement.
 - 2.2. The member shall be notified in writing of the impending expiry date of the agreement in accordance with the provisions of the Consumer Protection Act 68 of 2008.
 - 2.3. An initial cash payment for the 1st month's access is payable upon signing of this agreement.
 - 2.4. The member will commit a breach of this agreement if:
 - 2.4.1. the member cancels the debit order without written consent of Tuks Student Gym;
 - 2.4.2. the member changes his/her bank account details upon which the debit order relies, without giving at least 7 (seven) calendar days prior written notification of such change and providing his/her new bank account details to Tuks Student Gym;
 - 2.4.3. a debit order is unsuccessful or returned for reasons attributable to the member, and the member fails to correct the problem associated with the unsuccessful debit order within a period of 7 (seven) calendar days after being informed by Tuks Student Gym of the declined debit order.
 - 2.5. The member agrees that he/she shall be liable for all bank charges incurred in respect of membership and other fees and shall be liable for any charges arising from returned or unsuccessful debit orders. The member shall pay interest on all amounts due in terms of this agreement which remains unpaid, at the prime rate of interest charged by Tuks Student Gym's bankers as adjusted from time to time.
 - 2.6. In the event that someone other than the member is responsible for payment of the membership and/or other fees provided for herein, such person shall be bound to these terms and conditions and shall signify same by appending his/her signature hereto.
- 3. RULES AND REGULATIONS**

From the commencement date of the agreement as referred to in clause 1.1 or 2.1, whichever is applicable, the member agrees to comply with all the Tuks Student Gym's rules and regulations, a copy of which will be made available on request and knowledge of which is imputed to the member.
- 4. MEMBERSHIP AND SERVICE FEES**
 - 4.1. All membership fees are payable in advance. Debit orders will be debited on the second day of each month, although it may take up to 48 (forty eight) hours for the debits to be debited to a member's bank account.
 - 4.2. All membership fees provided for herein shall escalate annually on the 1st (first) of January at the rate of 10% (ten percent).
 - 4.3. Payments can be made in cash, through an electronic funds transfer (by arrangement only), or through debit order.
 - 4.4. The member shall make payment to Tuks Student Gym in the specified amount detailed on the membership form, on or before the due date, whether or not the Tuks Student Gym's facilities and/or services are or have been used by the member, and payment shall further be made without deduction, set off, or demand.
 - 4.5. University of Pretoria students and staff will use their University access cards as access cards for entrance to the Tuks Student Gym. A Gym access card must be purchased from the TuksSport reception desk at the Sport Centre, if the member is not a University of Pretoria student or member of staff. Lost/damaged membership cards must be replaced against payment of a nominal replacement fee to be determined by TuksSport, within 5 (five) business days of reporting lost/damaged cards. **Tuks Student Gym reserves the right to refuse entry if a valid University or Gym access card cannot be presented, and reserves the right to charge a R 45.00 day access fee for access until such time as a valid access card can be produced by the member.**
 - 4.6. Fees for additional services (body assessments, program design, drinks & supplement sales, etc.) must be paid separately and in advance, in cash.
 - 4.7. Tuks Student Gym may, with such notice as is practicable in the circumstances, increase the fees and/or costs for the services and/or products referred to in clause 4.6.
 - 4.8. In the event that the member fails to timely pay any monthly membership fee or other fee or cost owing to Tuks Student Gym, such member shall be denied access to Tuks Student Gym's facilities until such time as Tuks Student Gym has received payment of the outstanding fees plus interest accrued thereon and legal costs, if any.
- 5. LIMITATION OF LIABILITY**
 - 5.1. **Tuks Student Gym and/or any employee of Tuks Student Gym shall not be liable to the member for any theft, loss, damages, illness and/or injury to property or persons suffered by the member and arising from services rendered by Tuks Student Gym in terms of this agreement, and/or while on Tuks Student Gym premises, and/or while making use of any Tuks Student Gym facilities or equipment, save where such theft, loss, damages, illness or injury arose from a negligent act or omission on the part of Tuks Student Gym.**
 - 5.2. **The member indemnifies Tuks Student Gym and its employees for and against any action or claim of any nature whatsoever that may be brought by any person against Tuks Student Gym or any of its employees as a result of personal loss, damages, illness or injury arising directly or indirectly from any act or omission on the part of the member, relating or incidental to this agreement, or otherwise.**
 - 5.3. **The member shall be liable to Tuks Student Gym for any lost or theft of, or any damage caused to, any property of or controlled by Tuks Student Gym.**
 - 5.4. **The member shall not under any circumstances be entitled to special, indirect and/or consequential damages and such rights are hereby expressly waived.**
- 6. BREACH**
 - 6.1. In the event that:
 - 6.1.1. a member fails to pay any fee in terms of this agreement by the due date therefore;
 - 6.1.2. a member cancels the debit order at the bank without written consent of Tuks Student Gym or changes his/her bank account details upon which the debit order relies without giving at least 7 (seven) calendar days prior written notice to Tuks Student Gym of such a change and/or providing Tuks Student Gym with new bank account details;
 - 6.1.3. a member breaches any other term of this agreement, all of which shall be deemed to be material, or rule/regulation as referred to in clause 3.1;

Tuks Student Gym may call upon the member to remedy the breach or failure within a period of 20 (twenty) business days. If the breach or failure remains un-remedied after the aforesaid notice period has expired, Tuks Student Gym shall be entitled but not obliged to either terminate this agreement upon written notice to the member, or demand specific performance from the member. This clause shall not prejudice the right of Tuks Student Gym to claim damages.

- 6.2. Without detracting from any of the other provisions of clause 6, in the event of a breach of this agreement and Tuks Student Gym electing to cancel this agreement, the member shall be liable to effect payment to Tuks Student Gym for all outstanding membership fees (whether due or not) as well as for all ancillary services which would have been payable to Tuks Student Gym.
 - 6.3. The member chooses his *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or receiving any notice, request, consent or other communication provided for or necessary in terms of this agreement, at the physical residential address mentioned on the overleaf.
 - 6.4. Any notice, request, consent or other communication made between the parties pursuant to the agreement shall be in writing and shall be delivered by hand, or sent by prepaid registered post, or sent by telefax, or sent by e-mail, and shall be presumed to have been given, unless the contrary is proven:
 - 6.4.1. if hand delivered during business hours on a business day, on the day of delivery;
 - 6.4.2. if posted by prepaid registered post, 5 (five) business days after the date of posting thereof;
 - 6.4.3. if sent by telefax, on the first business day following the day of sending of such telefax;
 - 6.4.4. if sent to a party's then electronic mail address and reflected as an item duly sent and transmitted in the sending party's computer network, on the first business day following the date of sending of such e-mail.
 - 7. FORCE MAJEURE**
 - 7.1. Neither party shall be liable for a failure to perform any of its obligations under this agreement insofar as it proves:
 - 7.1.1. that the failure was due to an impediment beyond its control;
 - 7.1.2. that it could not reasonably be expected to have taken the impediment and its effect on the party's ability to perform into account at the time the contract was signed; and
 - 7.1.3. that it could not reasonably have avoided or overcome the impediment or at least its effects.
 - 7.2. An impediment in clause 7.1 may result from events such as (but not limited to) war, violence, riots, sabotage, natural disasters, electricity failure, fire, destruction of machines or any kind of installations, strikes, work stoppage and political unrest related issues.
 - 7.3. Relief from liability for non-performance by reason of the provisions of clause 7 shall commence on the date of notice being given by the affected party to the other party of the impediment and shall terminate on the date on which the affected party gives notice to the other party that such impediment has ceased to exist. If the impediment continues for more than 30 consecutive calendar days either party shall be entitled to cancel this agreement with immediate effect on written notice to the other party, without incurring any further liability whatsoever.
 - 8. MEMBERSHIP FEATURES**
 - 8.1. Transfer of membership from one branch of Tuks Student Gym to another is subject to approval by the Tuks Student Gym general manager, whose approval in this regard shall not be unreasonably withheld.
 - 8.2. If Tuks Student Gym approves a transfer to the other gym, the terms and conditions of this agreement shall still be in full force and effect.
 - 8.3. Transfer of membership from one person to another is subject to approval by the Tuks Student Gym general manager, whose approval in this regard shall not be unreasonably withheld.
 - 8.4. If Tuks Student Gym approves a membership transfer to another person, the terms and conditions of this agreement shall still be in full force and effect, and will apply to the new member.
 - 8.5. Tuks Student Gym may from time to time, in its sole discretion and subject to availability, hand out prizes to members.
 - 8.6. No children below the age of 16 (sixteen) years will be permitted to enter the Tuks Student Gym, whether accompanied by an adult or otherwise.
 - 9. GENERAL**
 - 9.1. No amendment, alteration, addition, variation, or consensual cancellation of this agreement, or waiver of any terms or conditions will be valid unless in writing and signed by the parties.
 - 9.2. **Tuks Student Gym shall not be regarded as having waived, or be precluded in any way from exercising any right under or arising from this agreement by reason of Tuks Student Gym having at any time granted an extension of time, having shown any indulgence to the member with reference to the performance of any obligation hereunder or having failed to enforce, or delayed the enforcement of, any right of action against the member.**
 - 9.3. If any term, provision, condition or any part thereof, in this agreement, is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance of the relevant part thereof shall be severed from the remaining terms, conditions, provisions and/or parts thereof, and the agreement so altered shall remain in force and effect, provided that the severing of the relevant portions does not affect the essence of this agreement.
 - 9.4. This agreement constitutes the entire agreement between the parties and no warranties, representations, disclosures or expressions of opinion, whether express or implied, not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions of this agreement or any consensual cancellation thereof, shall be binding on the parties unless reduced to writing and signed by or on behalf of the parties.
 - 9.5. No children under the age of 16 will be allowed to train at Tuks Student Gym and children aged 16 and 17 need to provide signed consent from a parent or guardian to Tuks Student Gym.
 - 9.6. **No party has given any warranty, created any expectation or made any representation to the other party, other than which may be expressly set out in this agreement.**
1. I am at least 18 (eighteen) years of age and am competent to contract in my own name. I have read the above terms and conditions before signing below and fully understand the contents, meaning and impact thereof:

(Member's signature)	(Member's printed name)	(Date)
 2. If the member is under the age of 18 (eighteen), assisted by:

(Parent / Guardian's signature)	(Parent / Guardian's printed name)	(Date)
 3. On behalf of Tuks Student Gym:

(Official's signature)	(Official's printed name)	(Date)
 4. Signature of person responsible for debit order payments as referred to in Clause 2.6:

(Person's signature)	(Person's printed name)	(Date)