

# CrossFit Pretoria Membership Agreement Terms and Conditions.

## 1. Agreement:

This agreement is between *CrossFit Pretoria*, herein referred to as "CFP", and the individual named above, herein referred to as "member". This agreement is entered on the date signed below.

## 2. Membership:

- 2.1 **Term Memberships:** First month fees may be prorated contingent upon when this Agreement is initiated relative to the 1st of each month. Monthly fees are only prorated once, upon initial enrolment. Prorated months are in addition to any commitment period.
- 2.2 **Term Membership Payments:** All term memberships' fees are collected via Debit order from selected bank account. By providing your banking account information you allow CFP to automatically withdraw membership fees on the 1<sup>st</sup> of each month.
- 2.3 **Student Rates:** Only members under the age of **(25 years)** and that can produce valid proof of student status or student card can apply for student membership fees.
- 2.4 **Initial Term** – Member agrees that the initial term of this contract is the first partial month of membership plus three (3) additional renewal months of membership. Member agrees to pay the then prevailing rate of membership for the entire term.
- 2.5 **Renewal Term** – Members agrees that this agreement will automatically renew every (3) months at the end of the initial term and all subsequent renewal terms unless cancelled in accordance with **paragraph 4**
- 2.6 **Fourteen Day Right of Rescission** – Member has fourteen **(14) days** from the first day of membership to cancel this Agreement in accordance with paragraph 6 without penalty or any additional charge. Any membership fees paid by the member before their notice of cancellation shall be retained by CFP and shall **not be refunded**.

## 3. Late Payment / Declined Debit Order Fees –

- 3.1 An additional **R150 (one hundred and fifty rand) late payment fee** will be due immediately for any failed, declined or late membership payments.
- 3.2 Membership fees must be paid on or before the 1<sup>st</sup> day of every month.
- 3.3 Members who are not current will not be allowed to participate in classes.

## 4. Cancellation of Membership –

- 4.1 Members may cancel their membership agreement at any point during their membership term by submitting a **(30 day)** notice of cancellation to CFP via email to [members@crossfitpretoria.co.za](mailto:members@crossfitpretoria.co.za).
- 4.2 Any scheduled payments within **(30 days)** after cancellation notice has been received will be billed as per usual.
- 4.3 There are no refunds for membership fees and CFP will not prorate a cancelled membership.
- 4.4 Members will not be permitted to attend classes after the (30 day) cancellation notice has expired unless membership is renewed.
- 4.5 Any fees paid within the 30 days' notice period will be retained by CFP as cancellation fees and shall **not be refunded**.

**\*PLEASE NOTE IT IS THE RESPONSIBILITY OF THE MEMBER TO CANCEL THEIR MEMBERSHIP (30 DAYS) BEFORE THE NEXT SCHEDULED DEBIT ORDER DATE TO AVOID ANY ADDITIONAL PAYMENTS\***

## 5. Hold Option for Memberships -

- 5.1 Members may put their membership on hold for one calendar month once per calendar year.
- 5.2 If a member chooses to put their membership on hold for an additional calendar month or more than once per year Members agree to pay the service fee that is 50% of agreed upon membership fee and will be deducted on next scheduled debit order date.
- 5.3 Membership hold request can be sent to CFP via e-mail [members@crossfitpretoria.co.za](mailto:members@crossfitpretoria.co.za) at least **(10 days)** prior next scheduled debit order date.
- 5.4 Members will not be billed for membership during the hold period unless a service fee applies.
- 5.5 Billing will resume automatically upon end of selected hold period.
- 5.6 Members may choose to cancel their membership whilst in hold period in such a case Members agrees to pay the cancellation fee equivalent to one month's standard rate fees as agreed upon in Membership Option section shall be billed on next scheduled debit.

## 6. Conduct

- 6.1 CFP is committed to the health, safety, welfare, and personal fitness goals of each of its members and staff, and will not tolerate reasonable, threatening, obscene, harassing, indecent, illegal or inappropriate behaviour. CFP has the right to judge behaviour and respond accordingly. This right includes, but is not limited to, suspension and/or termination of membership without refund of any member engaging in such behaviour.

## 7. Lost Articles

- 7.1 CFP assumes no responsibility for lost or stolen articles.
- 7.2 Lost and found articles not claimed after **(14) days** will be donated to charity, thrown away or otherwise disposed of.

## 8. Smoking, Alcohol, Food and Drink

- 8.1 No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container.
- 8.2 No alcohol is permitted anywhere on the premises without prior consent from Management.

## 9. Supervision of Children:

- 9.1 Any member/guest under the age of 18 years will be supervised by a parent or legal guardian at all times, or enrolled in a Youth Program (i.e. CrossFit Kids).
- 9.2 Guests/Visitors under the age of 18 will be supervised by a parent or legal guardian at all times.
- 9.3 Children between 14 and 18 may participate on a case-by-case basis in regular classes if the parent or legal guardian is present. CFP will be the sole determiner if a child between the ages of 14 and 18 may participate in regular classes. This determination will take into account the following and other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that regular classes will allow for greater progress than Kids Classes.

## 10. Damages

- 10.1 Members shall pay for any damages to CFP property which results from the wilful or negligent conduct of member, member's guest or dependent children.

## 11. Rules and/or Regulations

- 11.1 Members who do not observe CFP rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of CFP's rules or regulations.
- 11.2 Not all rules and regulations are listed in this agreement. CFP reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by CFP.

## 12. Miscellaneous

- 12.1 This Agreement and the separately executed "Liability Waiver and Release" contain the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties.
- 12.2 Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks). Member has given up considerable future legal rights.
- 12.3 Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member, or Parent/Legal Guardian, certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement and be bound by its terms and obligations.
- 12.4 If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

**\*MEMBERSHIP HOLD REQUEST OR CANCELLATION REQUEST CAN BE SEND TO [members@crossfitpretoria.co.za](mailto:members@crossfitpretoria.co.za)**

**No other methods (verbal, letter, message etc.) of notice for hold shall be valid.**