

Terms and conditions

1. I, the undersigned, _____ (hereafter the "Gym Member") will be entitled to utilize and access the facilities of CrossFit Eikestad within Perfect health, from the date on which I am accepted as a member subject to the payment of the appropriate membership fees and signature of this contract. The Gym Member will be entitled to use the facilities during operating hours only, which operating hours will be determined by the company and may be changed by the company from time to time.
 - 2.1. If payment is by means of monthly debit order, the Membership period will commence on the date which the company opens or the date of acceptance as a member, whichever is the later date and will continue for consecutive months as set out in my contract with the company ("the Initial Period"). On expiry of the Initial Period, this contract will End. The company may in its sole and absolute discretion without having to furnish the Gym Member with any reasons cancel the contract after giving written notice to the Gym Member and the member's only claim against the company 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 Gym Member declare that the Gym Member shall have no other claims against the company of any nature whatsoever.
 - 2.2. Should the Gym Member wish to terminate the contract before the expiry date of the initial period, the Gym Member will be liable for a cancellation fee decided upon at the sole and legal discretion of the company.
 - 2.3. The 20 business days notice in writing, referred to as the Notice Month, is a fully payable month. The Gym Member is still liable for the gym fee payment, irrespective of attending or not attending gym during this final Notice Month.
 - 2.4. The company must notify the Gym Member in writing or in any other recordable form, of the looming expiry date of the Initial Period. The notification must be made between 40 and 80 business days before said expiry date.
 3. If payment is by means of a once-off upfront payment, the membership period will commence on the date on which the Gym Member is accepted as a member or the date on which the gym is opened, whichever is the later date, and will continue for the duration of the membership contract.
 4. The Gym Member hereby confirm and warrants that he or she is physically and medically fit to proceed with normal exercise and that he or she do not suffer from any illness or condition which prevents him or her from using the gym facilities and equipment. As such the Gym Member acknowledge that the company, its directors, employees, agents consultants, contractors or representatives or the owner of the building shall not be responsible nor liable for any injury or loss suffered by the Gym Member and/or any of his or her family members or guests, whether or not through any negligence and/or omission on the part of the company, its employees, agents, consultants, contractors or representatives of the company or the owner of the building for any reason whatsoever and howsoever arising. In the event of the Gym Member signing this contract as the guarding of any minors the Gym Member hereby consent to such a minor being bound by the terms of this agreement, and the Gym Member hereby indemnify the Company, its directors, employees, agents, consultants, contractors and
 - 14.3. The Gym Member otherwise breaches any other term of this contract; the company may call upon the Gym 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 company 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 company to claim damages.
 - 14.4. The company shall be entitled to terminate this agreement with immediate effect upon written notice to the member in the event that the member is sequestrated, liquidated or place under judicial management or debt review.
 - 14.5. Without detracting from any of the other provision of this
- representatives and the owner of the building against all claims that may be made against them for or on behalf of such minors. As such, the Gym Member undertakes to use the gym facilities and equipment entirely at his/her own risk.
 5. The company and the owner of the building will not be responsible for any loss, theft or damage to personal property of the Gym Member, his or her dependants, guests or any third party/ies and as such the Gym Member hereby waive any rights to sue the Company and/or the owner of the building for lost or stolen articles.
 6. The Gym Member hereby indemnify the company, its directors, employees, agents, consultants, contractors, and representatives and the owner of the building and then hold them harmless against any and all claims arising out of any damage to the property of third party/ies, caused by the Gym Member, his or her dependants, guests or third party/ies, whether caused intentionally or accidentally.
 7. Membership fees, which may vary according to the type of membership purchased, shall be payable free of bank charges, set-off or any other deductions by members and shall be fixed for the Initial Period and shall be paid by either monthly debit order in advance of annually in advance and/or such other payment mechanisms as may be agree to in writing by the company or deemed necessary by the company.
 8. Monthly debit orders will be submitted on the first working day of each month.
 10. The full outstanding balance will become due and payable if the Gym Member fail to pay any installments on due date thereof, in which event the Gym Member shall be liable to pay all costs in connection with the collection of any amount due by the Gym Member.
 11. Access to the company's facilities will be denied until such time as the company has received payments in full of the arrears installment(s).
 12. In the event that the Gym Member's bank details and/or contact details change, he or she will update the information by means of "change details" form, which can be found at the club reception.
 13. Breach, in the event that:
 - 14.1. The Gym Member fails to pay any fee in terms of the contract by the due date;
 - 14.2. The Gym Member fails to adhere and behave in accordance with the rules and regulations;

clause, in the event of a breach of this agreement and the company electing to cancel same or the Gym Member prematurely terminating this agreement, the Gym Member shall be liable to effect payment to the company for all outstanding membership fees.

- 14.6. The Gym Member confirms that he or she have familiarized himself or herself with the rules and regulations in force from time to time. These rules and regulations are displayed on the notice board at the gym and may vary from time to time.
15. In the event of one or more of these terms, conditions, rules or regulations being unenforceable, same will be deemed to be severable from the remainder of this contract.
16. The company shall be entitled to amend, add or delete any of these said terms and conditions in its sole and absolute discretion.
17. The company reserves the right to deny use of the club's facilities to a person whose attire is not considered by the company 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.
18. This agreement contains all the terms of conditions of this agreement any addition, variation or cancellation of this agreement, including this paragraph, shall not be of any force and effect unless reduced writing and signed by all parties.
19. Upon signing the contract, please be aware of the fact that the Gym Member is liable to honour the Terms and Conditions as set out herein. This specifically includes the monthly payment of fees, irrespective of whether the Gym Member attends gym or not.

Signed at _____ on this _____ day of _____ 20 _____

SIGNATURE

DATE