

## K-FIT KETTLEBELL & FUNCTIONAL FITNESS MEMBERSHIP TERMS & CONDITIONS

**JOINING FEE & DUES:** A R100-00 joining fee with each membership and last month dues are paid at joining:

- **BASIC XP R550-00/month** - No commitment R600-00 due at joining
- **GOLD XP VIP Plus R 440-00/month** - 12month minimum, R500-00 due at joining
- **PLATINUM XP Personal Training / One on One session(Monday-Thursday)** - 3 Month minimum term R1900-00/month – R2000-00 due at joining,

**BILLING FOR DUES:** By signing this agreement, I authorize K-Fit Kettlebell & Functional Fitness to debit my bank account for my monthly dues as selected above. After the indicated minimum membership term, the membership AUTOMATICALLY RENEWS MONTH TO MONTH UNTIL K-FIT KETTLEBELL & FUNCTIONAL FITNESS FACILITY has received and acknowledged written notice from me(the buyer) to stop charging my account at least thirty (30) days prior to the last debit order.

**MEMBERSHIP DUES INCREASE:** There will be a 10% increase in monthly dues once a year end of February.

### **MEMBERS RIGHT OF CANCELLATION.**

(a) You (the buyer) have 7 business days to cancel this contract. To cancel, mail or e-mail ([freekcarelse@gmail.com](mailto:freekcarelse@gmail.com)) or hand deliver a letter to K-Fit Kettlebell & Functional Fitness Facility, 43 Waterfall Ave, Riverside Industrial, Lowveld Lifestyle Centre, Nelspruit, Mpumalanga, 1200

(b) You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being co-ed to being exclusively for one sex and vice versa. To cancel, send a written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail or e-mail ([freekcarelse@gmail.com](mailto:freekcarelse@gmail.com)) with a return receipt requested.

(c) No refunds on the first dues paid by cancellation of the contract, this includes the joining fee and the first month membership fee. Cancellation will also be handled on a merit base to make sure that the membership is not cancelled to avoid a higher membership fee. If it is detected that you (the buyer) falsely mislead K-Fit Kettlebells & Functional Fitness Facility to cancel this contract just to avoid higher membership fees, you (the buyer) will be kept responsible for the right amount of fees allocated for the period you (the buyer) have used the facility.

**WARNING.** I understand that if I have a history of heart disease or any illness/sickness, I should consult a physician/ Doctor before utilizing the facility. I have read this agreement and I have been given a copy of this agreement. This is the entire agreement between the parties and no oral statements may modify this agreement. By signing the face of this document I accept and agree to the information on both sides.

**PLAIN TALK ABOUT YOUR MEMBERSHIP:** We want everyone to get results and have a safe, fun and enjoyable Fitness experience. We promote four simple points of respect that make this Facility a friendly and comfortable place to be: Respect yourself, other members, the staff and the facilities. Members who respect themselves, other members, the staff and the facilities are welcome. Be **DISSCIPLINED**, do what is asked from you, execute the workout as explained by the trainer. Do not be late and interrupt a class. Only the undisciplined fail to give common-sense respect. Everyone is welcome at K-FIT KETTLEBELL & FUNCTIONAL FITNESS FACILITY except the undisciplined. They will receive reminders to mend their behaviour. If they continue to be undisciplined, then we part ways.

**YOU ARE BUYING A MEMBERSHIP AND AGREEING TO PAY DUES EVERY MONTH REGARDLESS OF YOU USING THE FACILITY.** If you don't use the facility, the staffs still get paid and are waiting for you to use the facility. The expenses of running the facility keep on going because if you come in and the facility is not ready, you're going to be annoyed.

Keep money in your account to pay your monthly fees/subscription. If you don't, your fees/subscription don't get paid, the banks charge a fee, like R50-00 plus, and we have to pass this charge/fee on to you.

When you get a new account or card number or the account or expiration date changes, tell us! If you don't tell us, your dues won't get paid, then more late charges happen which you don't like and neither do us.

We're into cleanliness and hygiene. We'll keep the place clean and neat but you have a helping role in this. We respectfully require you to carry a towel and wipe the equipment clean when you finish.

OK, we've tried to make this simple but you're supposed to read the rest of this before you sign the agreement.

**MEMBER OBLIGATION.** Member is responsible for payment of membership obligation. Failure to use the membership and utilize the club programs and facilities, which are available to member, does not relieve member of responsibility for payment. A R20-00 service charge will be added each month to payments delinquent by over 10 days. Accounts in arrears by more than 30 days will be suspended until the account is reconciled and the club reimbursed the actual cost of collection. The membership is absolutely non-refundable in whole or in part. Monthly fees are **strictly non-transferrable**.

**CHILDREN** Parents are responsible for the conduct and safety of their children. Children under 12 may only be in the gym under their parents or staff supervision. Any brakeage by children the parents will be held responsible for the damages.

**GUEST POLICY:** Guest Fee is R120-00 p/session or otherwise arrange by management. The club reserves the right to refuse admission to any person. Guests must legibly complete and sign a guest register. Guest must be 18 or older, unless accompanied throughout their visit by a responsible adult. Guests under 12 are not permitted except accompany by their legal parent and approved by management. Guests that visit and if the guest is under 18 the accompanying adult member must certify in writing that they have been placed in responsible charge by the guest's parent(s).

**SMOKING/DRINKING:** The use of tobacco and alcohol is not permitted in the facility or on premises.

**RECKLESS BEHAVIOUR and LEAVING WEIGHTS ON FLOOR** will not be tolerated and member agrees to pay for damage caused from any careless use of equipment or facilities or dropping of weights or any equipment.

**SAFETY:** Do not exercise if you have recently eaten or drunk alcohol. Stop exercising if you are dizzy, overheated, or short of breath. Do not use equipment that you are unfamiliar with. Gym bags can be a safety hazard and are not permitted on the exercise floor. Be careful of wet surfaces.

**EXERCISE CLOTHING** is required in the equipment work-out areas is a shirt, shorts or sweats and soft-soled shoes.

**HYGIENE:** Carry a towel during work-outs and bring your own water bottle. No glasses will be supplied.

**GYM COURTESY:** Workouts to be executed as been demonstrated by the Instructor responsible and shown on the WOD notice board. Pay attention to demonstrations and follow the Instructors cues and instructions. If you fail to listen to the Instructor or comply with his/her instructions you may be asked to leave the class as you may be at risk for yourself and other members. Pick up and return weights to their proper place after workouts.

**WAIVER:** Member agrees and represents that all exercises, treatments, and use of all K-Fit Kettlebells & Functional Fitness Equipments and facilities shall be undertaken at the members own risk, that he/she is in good physical condition and physically able to undertake any and all physical exercises and treatments provided by the facility, and that the corporation which owns the facility and/or any affiliated companies and/or their respective agents and employees, shall not be liable for any claims, demands, actions or causes of action, whatsoever, to member or his/her property arising out of or connected with the use of any of the services, equipments and/or facilities of such corporation and of any affiliated companies and/or their respective agents and employees or the premises where the same are located, and the member does hereby expressly forever release and discharge said corporation and any affiliated companies and their respective agents and employees, from all such claims, demands, injuries, damages, actions, or causes of action. In case

of any accident, member agrees that he/she will be examined at his/her sole expense by a licensed physician who shall report in writing to both the member and the corporation owning the club.

As a safety precaution, we do not allow pregnant women to attend classes. However, should you find out that you are pregnant during attendance, you are allowed to finish the remaining of that month on your own responsibility and that K-FIT KETTLEBELLS & FUNCTIONAL FITNESS facility cannot take any responsibility for any complications during that period of participation?

Under this agreement no payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the facility at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

Member agrees to conduct him or herself in a quiet, well-mannered fashion and reserve criticism of any major kind about other club members, guests, or facility personnel until in a private office with the facility owner/manager. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the club rules and regulations.

The facility, the corporation owning the facility, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any members. The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the facility. The facility shall have the right to change, remove, move, eliminate, add to or modify equipment and building in the facility in any manner deemed necessary by the management.

**Notice**

**Law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this Fitness facility ceases to conduct business. Fitness facilities do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.**