



JEWEL CITY GYM

Operated by

jewelcitygym@insideactive.co.za

New applications are required to pay an activation fee of R100. The fee is non-refundable and not pro-rata.

PERSONAL DETAILS

Name _____

Cell Number _____

Surname _____

Physical Address _____

ID Number _____

Email Address _____

EMERGENCY CONTACT DETAILS

Contact Person/Next of Kin _____

Contact Persons Number _____

Medical Aid _____

Medical Aid Number _____

BANK DEBIT ORDER INSTRUCTION

Account Holders Name _____

Bank _____

Account Holder ID Number _____

Account Number _____

Account Holder Cell _____

Branch Number _____

Commencement Date _____

Account Type _____

Monthly debit amount: **R199**

PAYMENT

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by email or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows:

On the _____^{1st} day ("payment day") of each and every month commencing on _____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account; I acknowledge that the joining fee will be added to the first deduction.

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you. I / We will be liable for outstanding membership fees and legal costs / associated cost to recover such fees.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us at any time, I/We will be liable for any amounts due and payable by me/us up and until the date of cancellation. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party.

SIGNED AT _____ on this _____ day of _____ 20____

PAR Q

Have you or any of your immediate family ever suffered from: (Y/N)		
Elevated blood pressure?	Have you ever had a hernia?	
Elevated cholesterol levels?	Do you suffer from diabetes?	
Chest pain (with or without shortness of breath)?	Do you suffer from arthritis?	
Stroke/Heart Attack?	Joint or muscle pain?	
Angina?	Been advised against exercise?	
Are you currently taking any medication?	Are you pregnant?	
Received medical treatment in last six months?	Are you over 35 years old?	
Have you had surgery in the past 24 months?	Have you had a health status assessment in the last 12 months?	



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TERMS AND CONDITIONS OF INSIDE ACTIVE GROUP

(PTY) LTD GROUP ACCESS:

- I undertake to ensure that funds for monthly membership fees will be available in my account.
- This agreement is subject to the rules and regulations as set out by INSIDE ACTIVE GROUP (PTY) LTD. This includes Pandemic processes and procedures when applicable.
- I have familiarised myself with the rules of INSIDE ACTIVE GROUP (PTY) LTD and shall adhere thereto.
- I have entered into this agreement by virtue of my participation in the Wellbeing Gym administered by INSIDE ACTIVE GROUP (PTY) LTD GROUP (PTY) LTD ("INSIDE ACTIVE GROUP (PTY) LTD").
- I will be entitled to utilise and access the health and leisure facilities of the gym subject to:
 - Payment of the prevailing access fees
 - Signature of this form
 - My compliance with the rules and regulations of INSIDE ACTIVE GROUP (PTY) LTD and the terms and conditions of this agreement.
- This contract may be terminated at any time after a 12-month period, with giving written notice before the 28th of the month.
- I accept that, the onus is upon me to ensure that notification is provided to the gym management before the 28th to terminate this contractual agreement by email.
- The member will be required to indicate whether the contract is to be terminated after the 12-month period. In the event that the contract is not cancelled it shall continue as a month to month contract in which the member will be required to notify INSIDE ACTIVE GROUP (PTY) LTD of the termination.
- I indemnify INSIDE ACTIVE GROUP (PTY) LTD (PTY) LTD from any and all damage suffered by myself at the gym, being health or property related, unless caused by the wilful misconduct or negligence of INSIDE ACTIVE GROUP (PTY) LTD. I am physically and medically fit to proceed with the normal routine of exercise and acknowledge that and INSIDE ACTIVE GROUP (PTY) LTD will not be held responsible for any injury or loss suffered by me.
- INSIDE ACTIVE GROUP (PTY) LTD can require members to also pay for usage of services and facilities specified from time to time by INSIDE ACTIVE GROUP (PTY) LTD according to tariff fees, which will be made available to members at all times. The terms of this agreement do not pertain to the charges for such services and/or facilities.
- Access to the gym facilities will be denied until such time as INSIDE ACTIVE GROUP (PTY) LTD has received payment in full of any arrear fees. INSIDE ACTIVE GROUP (PTY) LTD may transmit details of my usage records of the gyms health and leisure facilities and/or medical aid.
- INSIDE ACTIVE GROUP (PTY) LTD reserves and shall have the right to cancel my access if I breach any of the terms and conditions of this agreement inclusive of INSIDE ACTIVE GROUP (PTY) LTD rules and regulations, I will be liable for payment of the remainder of contract.
- In the event of one or more of these terms, conditions, rules and/or regulations being unenforceable, the same will be deemed to be severable from the remainder of this agreement.
- This contract was duly and fully completed before signature by me and the information contained herein is true and correct. I will not cede any of the terms of this agreement.
- INSIDE ACTIVE GROUP (PTY) LTD reserves the right to cancel this agreement if the information supplied is found to be incorrect.
- This agreement contains all the terms and conditions of our agreement and no representation addition, variation or cancellation of this agreement will be of any force and effect unless reduced to writing and signed by all parties.
- The Company reserves the right to increase the access fees annually and in consultation with FRG shall advise the member one month prior to the increase.

RULES AND REGULATIONS:

- All new members must complete the INSIDE ACTIVE GROUP (PTY) LTD PARQ and CVD questionnaires.
- To help ensure your enjoyment of the facilities, we have established the following rules and regulations that we require all members to follow. Please note that from time to time we may find it necessary to amend or add to the rules and regulations, please review and familiarize yourself with them. Contact our Customer Care email info@insideactive.co.za if you have any questions, concerns or complaints and they will be handled promptly.

ACCESS POLICY

- All members must have an access card.
- If membership fees are in arrears, access will be denied to the membership cardholder.
- Access will be granted to all campus gyms on a "use your nearest campus gym of choice" basis.
- DRESS CODE & PERSONAL HYGIENE
- Wear suitable clothing at all times while exercising and remember you may not exercise without a top/shirt.
- Cross-trainers (not "slops") should be worn at all times while exercising.
- Suitable non-marking shoes must be worn in aerobic studios.
- Use a sweat towel at all times while exercising and remember to wipe equipment immediately after use. **NO TOWEL, NO TRAINING!! Note that this may not apply during a Pandemic - please consult gym management.**

- While doing a circuit, please use the equipment in numerical order and move according to the timer.
- Replace all equipment and weights after use.
- Adhere to time limits if specified on equipment.

- No food, drinks (other than those in covered plastic containers) and bags are allowed on the training floor, exercise areas and change rooms.

CHANGE ROOMS

- INSIDE ACTIVE GROUP (PTY) LTD will not be held liable for any loss or theft of valuables, loss or damage to personal property of members or their guests.

LOST PROPERTY

- After 14 days lost property will be donated to charity if not collected, INSIDE ACTIVE GROUP (PTY) LTD does not accept responsibility for lost property or for members' property left and or stored in the gym.

GENERAL

- If it is proven that you have wilfully and/or negligently caused damage to INSIDE ACTIVE GROUP (PTY) LTD'S property, you will be required to pay for the damages caused.
- You will be held responsible for any proven damage caused by yourself and/or guests.
- Smoking, substance or alcohol consumption is not permitted in the gym and surrounding areas.
- The use of any non-prescribed drugs (including steroids) is strictly prohibited.
- No firearms are permitted inside the gym.
- INSIDE ACTIVE GROUP (PTY) LTD reserves the right to use member's images if taken during photographic shoots of facilities or as standard photography with the permission of the member.
- Right of admission to the gym is reserved.
- The utilization of camera phones is not permitted in the change room areas.

WAIVER AND RELEASE

- In the act of becoming a member of the gym. I agree and acknowledge:
 - that the Company will not be liable for death, injury, loss or damage suffered by me, as a result of any gross negligence, on the part of, INSIDE ACTIVE GROUP (PTY) LTD, its directors, employees, contractors, independent consultants or other member(s);
 - that Company premises will be entered and exited entirely at my own risk and that the Company's equipment and facilities will, furthermore, be utilized on this very same basis.
 - In the process of becoming a member of the gym I and/or my estate, furthermore, indemnify INSIDE ACTIVE GROUP (PTY) LTD against any claim by any person arising directly or indirectly from my death, injury, loss or damage suffered by me; caused or contributed to any act or omission by INSIDE ACTIVE GROUP (PTY) LTD, its directors, employees, contractors, consultants and agents.

PERSONAL TRAINING

- The gym does not permit unauthorized personal training on its premises. Unauthorized personal training may lead to the suspension of both/all parties involved in such personal training at the gyms sole and absolute discretion.

CONTRACTUAL OBLIGATION

- The contract will run for twelve months from signature of this contract. The contract may be terminated on thirty (30) days' written notice within the twelvemonth contract period subject to the member paying a twenty-five (25) percent penalty.
- The anniversary of each December shall have a double debit to accommodate for maintenance, upgrade of the facilities and staff bonuses.
- The member will be required to indicate whether the contract is to be terminated after the twelve-month period. In the event that the contract is not cancelled it shall continue as a month to month contract in which the member will be required to notify the Company of the termination via email.

POPI – Protection of Personal Information Act, No 4 of 2013

- I consent to the collection of my personal information by INSIDE ACTIVE GROUP (PTY) LTD.
- I confirm that all the details I have provided are to the best of knowledge current and correct.
- I understand that it is my own responsibility to inform INSIDE ACTIVE GROUP (PTY) LTD should these details change.
- I confirm that the collection of my personal information does not infringe on my privacy.
- I confirm that I consent to INSIDE ACTIVE GROUP (PTY) LTD'S collection, use, processing and destruction of this information.
- I confirm that I have obtained the consent of any other person to which any information I have provided to INSIDE ACTIVE GROUP (PTY) LTD relates to that person, to INSIDE ACTIVE GROUP (PTY) LTD'S collection, use, processing and destruction of this information and that such information has been sourced directly from that person.
- INSIDE ACTIVE GROUP (PTY) LTD confirms that the information as set out above will only be collected, used and kept for the specific purpose relating to this Agreement and further consent shall be required should the information be used for any other purpose.
- I consent to the information being provided to a third party on the condition that it is a continuation of the purpose.
- INSIDE ACTIVE GROUP (PTY) LTD confirms that it has taken organisational measures to ensure the integrity of your information.

Signature: _____

Date: _____