



Body Elite fitness Studio
Address: Shop 4 Memory lane, 4 Banghoek road, Stellenbosch, 7600

Terms & Conditions and Rules & Regulations.

By signing the membership agreement you agree to all the follow terms and agree to adhere to the rules.

This along with the signed membership agreement forms the total agreement and the individual details of bracket quotes are all reflected in the signed membership agreement. Updates, or alterations will appear on our website and notifications will be posted on our Facebook page OR website.

1. Terms for membership agreement between the client and Body Elite Fitness & Boxing gym for one or a combination of our membership, personal training or group class packages.
2. A. As in membership agreement Section D & E: Training packages and details quoted and provided via our website sign up widget:
Contract Duration and Automatic Renewal: Contract is in force for selected 3 (three) or 6 (six) or 10 (ten) (students only) or 12(twelve) months from the Contract Start Date. Client will be notified within the last month of active membership via email of the expiring contract and options to renew. Auto renewals without prior written consent from client is not permitted in accordance with the consumer law of South Africa.
- 2.b. Proof of bank account ownership and student full time status must be emailed to documents@bodyelite.co.za within 48 hours of signing up at Body Elite. If client neglects to do so and they are registered for a student package it will automatically be upgraded to a non-student package rate and all short payments will be collected without further notice. 3 notices are emailed within the first month of Activating a membership package with Body Elite which is sufficient notice and warning.
3. Cancellation of contract must be done by either Client or Body Elite Fitness with written notification via their registered email address of 30 days in advance of the next billing date to info@bodyelite.co.za. A penalty fee calculated according to cancellation date and contract time remaining will be charged on contracts canceled before contract end date. This will be full fee for the 30 day contract cancellation notice period plus 40% of the remaining contract value plus any penalties or overdue fees outstanding.
4. This cancellation policy does not apply to student memberships who have passed 60% of autopay dates. They are thereafter liable for the full remaining contract fee. As per point 10.2.
5. Agreement to Pay Recurring Fees: Client agrees to pay Body Elite Fitness monthly recurring fees as follows:
Selected membership upon sign up for monthly recurring fee quoted via Client authorized automatic checking or savings account charges. Alternatively, Client may prepay six, ten or twelve months in advance via credit card, bank EFT or cash at Body Elite Fitness reception desk. Payment in monthly increments for all debit order contracts by any means other than Client's nominated account for debit order is not permitted. Any monthly cash or cash equivalent payments will be charged at the month to month rate and not the reduced contract rate.
6. If Fitness facilities are ordered by Government to close or reduce hours the memberships will continue and debit order will continue to be payable and debited from the nominated bank accounts. In the event that the physical facility must close for a period longer than two weeks (fourteen days) we will still debit clients' memberships to cover costs of online or virtual classes that will be offered during this period and clients will be sent the access information to join the classes online.
7. No membership will be frozen due to client contracting symptoms of Covid 19 or contracting the Covid Virus unless they have medical proof that they weren't allowed to come out of isolation for more than one month. 1 month or less will not be frozen. If client qualifies for freezing due to illness membership can only be frozen for a maximum of 1 month.
8. Debit order terms:
 - 8.1. I agree to purchase the Debit order membership for the quoted and agreed monthly installment, as an automatic debit to my savings, current or checking account each month for a contract period of the agreed term of three, six, ten or twelve months.
 - 8.2. I hereby certify that I am the holder of the nominated bank account, or an authorized signer on the bank checking account detailed below or I have a permission letter from the account owner for the agreed debit amount. (Please provide copy of bank statement as proof of ownership.)
 - 8.3. I understand that I will be notified if my debit account payment fails to authorize for any reason, and that a R150 late fee will apply if my debit order gets rejected.
 - 8.4. I understand that my service will be deactivated if my account becomes more than 30 calendar days late and I will become liable to pay outstanding amounts on the agreed contract immediately
 - 8.5. We no longer accept debit order mandates on Credit cards. Alternatively you can pay the once off cash option fee with your credit card or debit card up front or provide debit card details for recurring monthly debit order option.

- 8.6. Where a guardian or parent or third party has co-signed the agreement for third party debit order payment the contract remains the member's responsibility for payment. The client still remains responsible for the contract even if the third party should decide not to be the payee of the debit order any longer. If this is the case the client is responsible for providing a new bank account and proof of ownership within 5 days of written notice of cancelled third party bank account and pay all fees in arrears. If account is charged and debit order rejected then client will still be liable for penalties.
- 8.7. Student membership packages: All student packages are discounted and access is not frozen during holidays. However student do get free access for the official tertiary holidays whether they chose to use it or not and memberships do not get frozen and extended.
- 8.8. Students are already enjoying a discounted rate approximately equal to the main tertiary holiday period so no further freezing of memberships will be allowed.

9. General contract rules:

- 9.1. Official Tertiary holiday dates are based on Stellenbosch University's published holiday and term dates for 2021 or Western Cape School holidays for scholars. This may change as per Government gazette.
- 9.2. These dates cannot be re-negotiated or customized as it is created as a package beforehand to keep costs down for students.
- 9.3. Students have access during the holidays as per normal.

10. CONTRACT CANCELLATION:

- 10.1. In case of contract cancellation during the initial contract period defined as the 6 (six), 10 (ten) or 12 (twelve) month contract sign initially and has not been completed and come up for renewal, then an early cancellation penalty fee will be charged. The early cancellation penalty fee will be equal to 40% of the contract value still outstanding excluding the 1 month notice month which will be due in full. This total will become payable immediately and if it remains unpaid will be debited on the following month's debit order batch online without additional notice.
- 10.2. This cancellation policy does not apply to student memberships who have passed 60% or more of their membership package (the 4th month of a 6 month contract, 7th month of a 10 month contract and the 8th month debit order date of a 12 month contract. They are thereafter liable for the full remaining contract fee.
- 10.3. This cancellation policy does not apply to cash up front packages. These memberships are **non-refundable**. Only the cooling off period of 7 days apply as per consumer law as per point 13.

11. Debit order agreement details:

- 11.1. *This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I, <CLIENTNAME> hereby authorize Body Elite Fitness 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 <CONTRACTSTARTDATE> and continuing until the <CONTRACTENDDATE>.*
- 11.2. *On the 1st (first) day ("payment day") of each and every month commencing on 1st (first) day of of the following month of contract commencement (<CONTRACTSTARTDATE>). In the event that the payment day falls on a Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Saturdays are considered a normal business day and debits will take place on Saturdays and not be postponed to the first business day thereafter. 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 – This is a NEADO debit order that can't be stopped at the bank. The amount will include all penalties and arrear amounts;*
- 11.3. *I / We understand that the withdrawals hereby authorized 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.*
- 11.4. *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.*
- 11.5. *I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. 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.*
- 11.6. *I / We acknowledge that this Authority and Mandate has been ceded to Jarvis Solutions as per your agreement with Jarvis Solutions as TPPP (third party payment provider).*

12. General Terms & conditions

- 12.1. Indemnity as on membership agreement to use facility at own risk:
- 12.2. INDEMNITY: The exercises that are performed by me whether under 1:1 supervision or on my own and the use of the facilities at Body Elite Fitness Studio is done at my own risk and neither Body Elite Fitness Studio or any of its employees or freelance consultants can be held liable for any bodily injury that I might sustain or any other damages that I might suffer as a result of any advice given to me or the use of the facilities, or any other cause. I have read and understand the further terms and conditions that are reflected on the reverse side hereof, as well as the terms and conditions contained in the Quotation, which all form part of this agreement. I have received a membership information brochure. I understand and agree to adhere to all the rules & regulations at this facility, which may be amended unilaterally from time to time by of Body Elite Fitness Studio.
- 12.3. *Only the Client may use Body Elite Fitness Studio during operating hours. No guests are allowed, unless the person received a complimentary free session from Body Elite management.*
- 12.4. *All fees are not refundable or transferable.*
- 12.5. *All Clients must sign in at reception on arrival both for Covid protocols and with the Octiv app check in facility on their mobile devices.*
- 12.6. *All advertised protocols need to be adhered to by clients entering Body Elite Fitness facility. No individual preference is allowed.*
- 12.7. *If Body Elite Fitness is fined by authorities due to a client's lack of adhering to these protocols the client will be charged with the equivalent fees for fine payment.*
- 12.8. *The Body Elite Fitness Studio may change the membership fees in terms of this Agreement by written notice of such change, which notice will be emailed, posted on the gym management software app clients use to view and make bookings on and displayed in the Body Elite Fitness Studio or posted on the website www.bodyelite.co.za at least 1 week in advance of such change.*
- 12.9. *Membership fees and Personal training fees are due and payable in advance on or before 1st day of each month. If it is paid late, the Client will be liable for a late payment penalty.*
- 12.10. *Interest at 2.5% per month is payable on all amounts due in terms of this agreement (in addition to debit order rejection penalties as stated above in recurring fees payable via Debit order), calculated from the date on which such amounts become due until the date of payment thereof or a flat fee regarding rejected Debit orders (See debit order agreement details).*
- 12.11. *The Client agrees that Body Elite Fitness Studio reserves the right to revoke this membership if the Client fails to obey any of the rules and regulations, the Client allows other persons to use his or her membership, or for reasons of nuisance, disturbance of other members or staff, moral turpitude, fraud or any other breach of this agreement.*
- 12.12. *Fitness studio is closed annually from 16 December and will re-open on the first working day following 5 January. (Notice board and website will have updated dates for every year). Studio may also close during school and university holidays in June-July for a maximum of 7 days. Notices will be posted in the studio and online at www.bodyelite.co.za*
- 12.13. *All sessions purchased expires within the period it was purchased for. Bookings and appointments have to be canceled directly with the instructor at least 24 hours before their session is scheduled to commence otherwise the session is charged for. Private group sessions are charged at a minimum rate of 1:1 session if all but one client canceled in time. Bookings can only be made if there is credit available to the client's account.*
- 12.14. *Class schedules may change at any time as well as instructors or classes canceled due to unforeseen reasons or on public holidays, but a minimum of 3 classes a week will be scheduled throughout the operations year. Body Elite Fitness is not liable for and will not refund any members due to class or instructor changes or cancellations of their preferred classes.*
- 12.15. *The Client shall be liable for any damage done to equipment due to the Client's misuse of same.*
- 12.16. *A Certificate under the hand of any authorized person of Body Elite Fitness whose authority need not be proved, stating the amount owing by the Client is prima facie proof of the facts stated therein and may be used in support of any application for judgment by default or summary judgment.*
- 12.17. *Body Elite Fitness shall be exempt from and shall not be liable for any direct or consequential loss, damages or injuries of any nature whatsoever, which the Client may suffer due to a breach of this agreement by Body Elite Fitness or arising from any other cause of action whatsoever.*
- 12.18. *Notwithstanding the above clause, Body Elite Fitness has the right to terminate this agreement for any reason at the end of any given month. If Body Elite Fitness elects to terminate the agreement, a pro rata portion of any fees applicable to future month(s) will be refunded to the Client.*
- 12.19. *Upon renewal payments for updated packages purchased this contract will remain in place as the agreement between Body Elite Fitness & Client.*
- 12.20. *In the event of Body Elite Fitness instituting legal action against the Client for any purpose arising out of this agreement, the Client shall be liable for all the legal costs on the scale as between attorney and own client, including any tracing fees and collection commission.*
- 12.21. *In the event that Body Elite Fitness moves premises, provided that it is still within 2km radius or walking distance from Stellenbosch CBD client memberships will continue as normal and the move will not warrant any membership cancellations.*
- 12.22. *The parties hereby consent, in terms of Section 45 of the Magistrate's Court Act No.32 of 1944 (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the claim by Body Elite Fitness might exceed the normal jurisdiction of the Magistrate's Court.*

12.23. *The Client hereby nominates as his or her for the service of all notices and processes, the address and email address given at the beginning of this agreement. Notice of any change in address must immediately be given in writing and delivered by hand or sent via registered mail to Body Elite Fitness or via email to ingrid@bodyelite.co.za. Such address will thereafter serve as the domicilium citandi et executandi of the Client.*

12.24. *No relaxation or indulgence, including the acceptance of late payments, which Body Elite Fitness may grant the Client shall constitute a waiver of the rights of Body Elite Fitness and shall not preclude Body Elite Fitness from exercising any right which may have arisen in the past or which may arise in the future. Such indulgence will also not constitute a novation of any of the terms and conditions of this agreement. 18. This agreement constitutes the sole record of the agreement between the parties. No variation, relaxation, waiver of, addition to or deletion from, whether consensual or not, of this agreement shall be of any force or effect unless reduced to writing and signed by both parties thereto.*

13. Consumer law compliance.

By signing the client agrees to the following highlighted conditions and acknowledges that it was explained. They have also received a copy or was explained upon sign up and it is available on our website at any time.

13.1. I am able to read and understand English

13.2. I understand all the terms and conditions of this contract

13.3. I understand the rules of this facility and know I can be held liable for damage or lose my paid membership if I don't abide by these rules.

13.4. I understand the cancellation policy as it has been explained to me and laid out in point 8 and 10 under debit order payments.

13.5. I have provided correct personal and financial details and will make sure to notify Body Elite if it changes within 5 days of changes occurring. This includes my Next of kin or emergency contact details.

13.6. I am aware of my right to cancel this contract within the cooling off period of 7 days and to receive a refund, but any use of the contract will be deducted along with an administration fee of R100- R250 to cover administration and banking charges.

13.7. I understand that a monthly debit order means I have to leave the monthly fee in my bank account and ensure availability of fee in time for the debit order to be deducted from my bank account. If the funds are not available I will remain liable for the whole contract fee while being refused access to the facility until arrears fees are paid and R150 penalty fee will be charged for each debit order rejected at the bank.

13.8. I understand that the contract fee agreement remains my responsibility even if the payment detail should change and it is my responsibility to notify Body Elite of any bank account changes and provide correct details for the full duration of this contract.

13.9. Student packages are payment for about 4,8 and 10 months – active term dates -, but payment is spread over 6, 10 or 12 months to co-inside with the contract term of 6, 10 or 12 months and official tertiary or school holidays are excluded from payment already as holidays re free access to student would they chose to use the facility. So payments will not be frozen during the holiday periods. I will ensure sufficient fund availability in my nominated bank account for 6 consecutive months or 10 consecutive months (student contract) or 12 consecutive months.

13.10. I understand that there is no freezing of memberships for holidays.

13.11. Body Elite will notify me of any changes of anything including contract changes, payment changes and facility or service changes **via email** and I will be sure to check my emails for all correspondence. I acknowledge that it is not Body Elite's responsibility to ensure I read the emails or it has been received properly, but my own and that I will be proactive in contacting them via email if I have queries regarding any changes.

13.12. As per point 12.23 The email address I signed up with I have full and exclusive access to on a daily basis as it serves as my *domicilium citandi et executandi* (Official address for contract communication) and it is my responsibility to check my emails regularly for any official correspondence from Body Elite whether directly or via the Octiv app platform and to move correspondence to my primary folder and not let it go to SPAM or Junk folders.

13.13. I will download the gym software app, Octiv fitness, use it to check in, book classes or gym slots, complete Covid protocols, update my profile image to reflect my true portrait image and activate the app for push notifications so Body Elite and their staff can effectively communicate with me.