



Applied Performance Nutrition t/a Body Elite Fitness (Reg: 2007/099251/23)

4 Memory lane building, 4 Banghoek Road, Stellenbosch Central, 7600

www.bodyelite.co.za | 072-431-2629

Terms and conditions

Body Elite fitness Facility

Address: Shop 4 Memory lane, 4 Banghoek road, Stellenbosch, 7600

Website: www.bodyelite.co.za

Terms & Conditions and Rules & Regulations.

By electronically agreeing to the membership agreement you agree to all the following terms and agree to adhere to the rules.

This along with emailed quotes and Addendum D – Declaration of Awareness - the total agreement and the individual details of bracket quotes are all reflected in the electronically accepted membership agreement. Updates, or alterations will appear on our website and notifications will be posted on the Itensity gym management app, or emailed OR on the website.

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:

1. Membership 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 so we don't do it.
2. Cancellation of contract prior to the expiry date must be done by either Client or Body Elite Fitness with written notification via their registered email address of at least 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 regardless of the reason for cancellation. 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.
3. This cancellation policy does not apply to memberships who have passed the 4th autopay date of 6 months contract, 7th autopay date of 10 month contract or 8th month autopay date of 12 month contract, (in other words 66% of their contract terms). They are thereafter liable for the full remaining contract fee.
4. 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, nine/ten or twelve months in advance via credit card, bank EFT or cash at Body Elite Fitness reception desk. Advertised cash up front fees already includes all advertised discounts and joining fees. If cash up front option is selected but not paid on the day, the client has 48 hours in which to pay it otherwise they will lose the advertised discount and be charged penalties depending on how long it remains outstanding and access will either be limited or denied until fees are paid in full. Payment in monthly increments for all debit order 3 (three), 6 (six), 10 (ten) or 12 (twelve) month 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 longer term contract rate.

MONTHLY BANK DEBIT ORDER TERMS

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.
2. The two debit date option are the 1st of the month. Fees are ALWAYS payable UP FRONT in any of the date options to ensure access to the facility. We do not debit client in arrears after the use of the service. Eg. Last day of the month debit for January would mean the debit is on 31 December and the 1st of the month would mean the 1st of January.
3. I hereby certify that I am the holder of the nominated bank account, or an authorized signer on the bank checking/savings 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 or signed permission from account holder). Providing a third party's banking details for your debit order means that you have permission from the bank account holder and it is your responsibility as the active member to inform such person of the monthly debit order and or any changes that may happen and make sure there are adherence to Body Elite's terms and conditions regarding payment.
4. I understand that I will be notified by my bank 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. Body Elite access may be withheld if bank payment is rejected and this will show if you attempt to check in at reception. Body Elite won't be sending manual notices for non-payment or outstanding documents required.
5. 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. It will not cancel the full contract that was agreed to.
6. 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.
7. Where a guardian or parent or third party has authorized (via email) to be the third party debit order payer 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 or permission letter 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. Student get special discounted packages. These packages are only available to individuals who are registered as full time students at secondary or tertiary institutions in South Africa in the year the join Body Elite. Proof is required upon registration at Body Elite.
9. Cancelling a debit order at the bank does not cancel the contract agreement with Body Elite and fees remain payable. The bank is a third party service provider in order to run debit orders.

CONTRACT CANCELLATION:

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 and regardless of what the reason for cancellation may be, 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.
2. This cancellation policy with the reduced penalty fee of 40% does not apply to memberships who have passed the 4th autopay date of 6 months contract, 7th autopay date of 10 month contract or 8th month autopay date of 12 month contract, (in other words 66% of their contract terms). After 66% of contract has passed the client is liable for the full outstanding contract fee instead. This cancellation policy does not apply to cash up front packages. Cash up front memberships are **non-refundable**.

MEMBERSHIP FREEZING

1. Freezing clause is only applicable to 6 month or longer contract and older than 2 months.
2. Contract account must be paid up to date.
3. No arrears or past months will be considered for freezing.
4. Request to freeze membership must be emailed to ingrid@bodyelite.co.za: Subject line: FREEZE MEMBERSHIP between the 5th and the 15th of the previous month in advance and confirmation must be received from ingrid@bodyelite.co.za PRIOR to the freezing period requested. It remains the client's responsibility to follow up until confirmation email is received.
5. No confirmation email = no freezing.
6. Once off 1 month freezing granted for a 12 month contract.
7. Minimum freezing is one month.
8. Freezing is from the 1st to 30/31st of the same month, no other dates allowed. In other words for a calendar month.
9. Month will be added at the end of the original contract date and charged in that same month.
10. No debit order will run on the frozen month.

11. No access during the frozen month. Not even for 1 day/class. If facility is accessed it will make the freezing null and void and month will be charged for in full along with R150 late penalty and no further freezing options will be available for this or subsequent contracts by the same member.
12. Freezing request must be emailed to Ingrid@bodyelite.co.za between 5th and 15th of previous month and freezing will only happen if all initial contract compliancy is in place, payments are up to date and then a confirmation email is sent to client. If you don't receive email confirmation, freezing won't be done. So make sure you receive email confirmation for it prior to the requested date.
13. Initial Contract Compliancy = If you haven't yet, send us a copy of your ID, proof of student full time status (2023 registration) and copy of bank account verification letter and check your welcome email for any further contract specific compliancy needed. Lastly make sure you can log into the Itensity app to check in and book classes and have a photo of you uploaded for identification at the gate as we will use this from 2024 to avoid membership fraud.
14. Once you have receive a reply email for freezing, please confirm that you understand these terms and confirm which month you want to freeze.
15. 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 adjust clients membership fees 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.
16. No membership will be frozen due to client contracting symptoms of Covid 19 or contracting the Covid Virus. 1 month or less will not be frozen.
17. If client qualifies for freezing due to illness membership can only be frozen for a maximum of 1 month without penalties or fines applying and sufficient medical proof has to be provided prior to the freezing of membership. No claims will be allowed for months passed. Special medical conditions attained after joining Body Elite and being the cause of non-use of membership must be communicated to ingrid@bodyelite.co.za with substantial medical proof in order to apply for future contractual release. Each case will be reviewed by The Body Elite management and trainers team and alternative options offered on membership. Cancellation penalties may still apply, but will be reviewed according to each case's merit and length of contract remaining. Application for contractual release due to newly diagnosed medical condition does not guarantee contractual release by mere application.

DEBIT ORDER AGREEMENT DETAILS AND DEBIT ORDER MANDATE:

1. This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I, the client, hereby authorize Body Elite Fitness to issue and deliver payment instructions to the bank for collection against my / our abovementioned account, as I provided upon sign up, 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 1st debit cycle date as agreed and continuing until the contract end date unless there are outstanding fees that remains outstanding.
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. 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.
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 or name (Body Elite), which must be included in the said payment instruction and if provided to you should enable you to identify 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.
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.
5. I / We agree that although this Authority and Mandate may be cancelled by me / us, but such cancellation will not cancel the Membership Agreement with Body Elite. 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).

ACCESS CONTROL AND DATA PROTECTION

1. Consent for Biometric Data Collection: By enrolling in biometric access, you consent to the collection and storage of your biometric data (fingerprint & photo profile image) for the sole purpose of gym access control.

2. **Data Protection:** Your biometric data will be securely stored and will not be shared with any third parties, except as required by law.
3. **Limited Use:** Your biometric data will only be used for gym access control and will not be used for any other purpose without your explicit consent.
4. **Accuracy:** While every effort is made to ensure the accuracy of biometric data, occasional errors may occur. You agree to inform gym management of any inaccuracies or difficulties in accessing the gym due to biometric issues.
5. **Revocation of Access:** Gym management reserves the right to revoke biometric access privileges at any time for security reasons or violation of gym policies or gross negligence in payment.
7. **Liability:** The gym is not liable for any unauthorized access to your biometric data resulting from factors beyond our control, such as hacking or data breaches.
8. **Training and Awareness:** You agree to read all communications sent regarding access control or other membership related information and to adhere to the biometric registration process.
9. **Compliance with Laws:** You agree to comply with all applicable laws and regulations regarding the use and protection of biometric data, including but not limited to the POPI Act and all other applicable laws.
10. **Changes to Terms:** Gym management reserves the right to update these terms and conditions at any time. Notification of changes will be provided via email or posted notices within the gym premises. Continued use of biometric access constitutes acceptance of the updated terms.

GENERAL TERMS AND CONDITIONS:

1. Indemnity as on membership agreement to use facility at own risk:
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 facility is done at my own risk and neither Body Elite Fitness or any of its employees or freelance consultants or instructors 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 electronic sign up page, as well as the terms and conditions contained in the Widget, 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.
3. Only the Client may use Body Elite Fitness facility during operating hours. No guests are allowed, unless the person received a complimentary free session from Body Elite management.
4. All fees are not refundable or transferable.
5. All Clients must sign in at reception on arrival using the gym software management biometric fingerprint scanner.
6. All advertised protocols need to be adhered to by clients entering Body Elite Fitness facility. No individual preference is allowed.
7. The premises are monitored by CCTV cameras and you agree to be recorded for security, liability and legal purposes.
8. You agree to adhere to the biometric access control terms.
9. 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.
10. The Body Elite Fitness facility 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 website www.bodyelite.co.za at least 1 week in advance of such change.
11. 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 and access may be blocked.
12. 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).
13. The Client agrees that Body Elite Fitness 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.

14. Fitness facility 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). Facility may also close during school and university holidays in June-July for a maximum of 7 days. Notices will be posted in the facility or emailed or online at www.bodyelite.co.za
15. All sessions purchased expires within the period it was purchased for or until the next price increase or for the calendar year. Bookings and appointments have to be canceled directly with the instructor on his or her mobile number and not via email, at least 24 hours before their session is scheduled to commence otherwise the session is charged for in full. 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.
16. 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.
17. The Client shall be liable for any damage done to equipment due to the Client's misuse of same.
18. 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.
19. 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.
20. Notwithstanding the above clause, Body Elite Fitness has the right to terminate this agreement for any reason at the end of any given month or in extreme cases with immediate effect. 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 unless penalties or fines apply or fees are outstanding.
21. Upon renewal payments for updated packages purchased this contract will remain in place as the agreement between Body Elite Fitness & Client.
22. 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.
23. In the event that Body Elite Fitness moves premises, provided that it is still within 3km radius or walking distance from Stellenbosch CBD client memberships will continue as normal and the move will not warrant any membership cancellations.
24. 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.
25. The Client hereby nominates as his or her for the service of all notices and processes, the address an 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.
26. 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.
27. 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.
28. Gym rules as advertised:
29. Personal mobile phone with own data must be used to scan the QR code to check in at the gym or issued tag for access. No phone or tag = no access.
30. Bookings must be made 9 hours in advance for morning sessions and 3 hours in advance for evening classes.
31. Appropriate closed gym shoes must be worn on the gym floor (weights and cardio section) at all times.
32. Appropriate gym clothing to worn at all times. No denim or smart clothing or clothing that allows any indecent exposure allowed at all.
33. No shoes are required for the boxing, kick boxing and BJJ classes.
34. No shoes allowed on the BJJ mats
35. No alcohol or drugs allowed on our premises at all.
36. Closed Gym shoes must be worn at all times in the weights and cardio section of the gym. Bare feet are only allowed for boxing, Kick boxing or BJJ classes.
37. The fridge is off limits for storage of any personal items of members.
38. Members are not allowed to film other members or staff without their consent and is not allowed to post images taken at the gym (that contains other members or Body Elite Staff) on Social media without written consent from Body Elite and members featured.
39. Behind the front desk/ reception desk is off limits for members.

40. No Alcohol or drugs allowed on the premises and if you are suspected of inebriation or intoxication you will be requested to leave the premises and return sober. A 2nd offence will risk membership access suspension and penalties and legal fees charged.
41. Keep your membership account up to date to ensure access to the facility.
42. If any of our rules are not adhered to and client shows any indication of no intention of complying their membership will be ended and penalties and legal fees will apply with immediate effect. The client will be banned from rejoining the gym forever.
43. Consumer law compliance.
44. By signing the client agrees to the following highlighted conditions and acknowledges that it was explained upon sign up and it is available on our website at any time. A copy can be emailed to the client upon written request.
45. I am able to read and understand English
46. I understand all the terms and conditions of this contract that I accepted electronically on the Itensity sign up form via www.bodyelite.co.za website by clicking on the "Accept terms and conditions" and "Accept waiver" buttons. No physical signature is required.
47. I know that I can download a copy of the contract from www.bodyelite.co.za website and have familiarized myself with the content of it before accepting the contract terms.
48. I acknowledge that if I pay the advertised rates for the package I selected and the joining fee I by default accept these terms and conditions and understand that my package is immediately active on the day.
49. 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.
50. I understand the cancellation policy as it has been explained to me and laid out in Contract cancellation and debit order payments sections.
51. 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.
52. I will email my proof of full time student status in the form my annual tertiary registration letter (not acceptance letter) to documents@bodyelite.co.za if I selected a student membership package. If I don't send this within 2 days of signing up I am aware that my student discount will fall away and I will be charged the non-student rate.
53. I will email proof of bank account ownership in the form of a bank verification letter (available for download on most banking applications) or my latest bank statement to documents@bodyelite.co.za if I signed up for a debit order membership package.
54. I will email a copy of my RSA Identity document or card or a copy of my passport upon signing up to documents@bodyelite.co.za.
55. If I don't send my supporting documents relevant to the membership package I selected I take note that I am aware of a penalty fee and change in fees as mentioned in point 8-10.
56. 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- R350 to cover administration and banking charges.
57. 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.
58. The contract agreement with Body Elite Fitness does not get cancelled if I cancel or dispute or reverse my debit order at the bank. Cancellation must be done directly with Body Elite Fitness and the bank is just a third party debit order service provider.
59. 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.
60. 12 month Contracts have the option to freeze membership for 1 month only. Freezing of membership is only allowed if contract fees are up to date, no downgrades or previous freezing has been done and Body Elite Administration has been emailed and verified the freezing 30 days in advance. Fees will not be debited for that month and no access is allowed. If accessed during the frozen month the freezing will be null and void and full fees plus a R150 arrears penalty will be charged. The frozen month will be added to the end of the contract term. Freezing will only apply to a calendar month and not from alternative dates.
61. Body Elite will notify me of any changes of anything including, but not limited to 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.
62. I will download the gym software app, Itensity fitness, use it to check in, 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.
63. The Body Elite Bot app is purely for information purposes and any changes to contract details like cancellation, banking information and upgrades or down grades, are to be emailed directly to ingrid@bodyelite.co.za.
64. I will adhere to all gym rules as stated on all Body Elite publications including, but not limited to the website www.bodyelite.co.za, notices in the gym, emailed notices, push notifications via the Itensity app, text messages sent from Body Elite staff or via the Itensity app and in this contract.
65. **I, the client, have signed Addendum D: Declaration of awareness.**