

TERMS AND CONDITIONS OF AGREEMENT OF LIFESTYLE CENTRE ("the Centre")

Regulations

The member agrees to obey all the rules and regulation as established by the Management. These rules and regulations may be amended from time to time and may be orally communicated or contained on signs posted in the center. All rules and regulations are available upon request and the member confirms that they are fully conversant with them and undertake to abide by them at all times.

Membership Cards

Membership cards are for the sole exclusive use of the member. No member will gain access to the club without their card. Members may not loan their membership card to anyone. Should a non-member present a member's card, the Centre will confiscate the card and the member's membership may be summarily suspended or terminated by the Centre, at its sole and absolute discretion. Members may be required to show additional photo identification prior to admittance to the Centre. A fee may be charged to replace lost or stolen membership cards. If a card is left at home, access is permitted with an id book or valid driver's licence. If the member has no form of identification, a guest fee is payable, which will be refunded when the member's card is brought to the Reception within 48 hours, the Centre shall be entitled to deny access to the members who are in arrears in payment to the Centre, HOA or who are in default of any of their obligations to the Centre.

Clothing and Hygiene

The Centre reserves the right to deny use of the Centre to any person whose attire is not considered to be appropriate in connection with the public image of the Centre and it's rules and regulations. Athletic shoes are required in all exercise areas. No black-soled shoes are permitted on the aerobics floor. No topless training will be allowed. Members are required to carry with them personal towels at all times while exercising or training and shall use the towel to wipe equipment and upholstery clean. Members and guests are required to wear proper swimming attire in the pool. Members with hair longer than their shoulders should have it tied up at all times. Members are required to shower before entering the pool.

Membership Age Restrictions

The Centre requires minors, under the age of 12 years, to be accompanied by an adult member at all times whilst in the Centre. Minors are not permitted in the Centre unless they are members or unless they are restricted to the childcare centers. Minors under the age of 16 years of age must always allow an adult member preference on electronic cardiovascular equipment as well as in the pool.

Default

Should the member fail to pay an/any amount due by him/her to the Centre or HOA on the due date therefore, or breach any term or condition of this agreement, or of the Centre's rules and regulations, or should the Centre, acting reasonably, regard the member's general conduct as unacceptable, the Centre should have the right to summarily suspend or terminate such member's membership, at the Centre's sole and absolute discretion. Notwithstanding such suspension or cancellation, in the event of non-payment or any amount due by the member to the Centre or HOA, the full outstanding due by the member to the Centre or HOA shall become immediately due, owing and payable.

Limitation of liabilities

The member agrees that he/she engages in any and or physical exercise, class or activity, or uses any Centre equipment or facility on the Centre premises, voluntarily and absolutely at his/her own risk. The member assumes sole risk for any and all injury, illness, loss or damage to the member's, or any third party's (including dependants), person or property that may occur on the Centre's premises (including non-training areas and the parking lot) or by use by the member or such third party the Centre's facilities and/or services and the Centre shall not under any circumstances, be held responsible for such injury, illness, loss or damage. The member hereby indemnifies and holds the Centre harmless against any and or claims of whatsoever nature made against the Centre by any party, from whatsoever cause arising, including any and all claims arising out of the Centre's negligence, and/or the negligence of its employees, servants, agents or any third party/ies. The member hereby acknowledges that he/she understand fully that this clause is a disclaimer of the Centre's liability. Notwithstanding the foregoing, the member hereby confirms that he/she is medically fit to use the Centre equipment, facilities and /or services and only use the same while being medically fit to do so.

Damage to property of third party/ies by members

The member hereby indemnifies the Centre and then holds the Centre harmless against any and all claims arising out of any damage to the property of third party/ies, including but not limited to, the Centre's strategic alliance partners, caused by the member, his/her dependants, guests or third party/ies, whether caused intentionally or accidentally.

Valuables and Personal Property

The Centre will not be responsible for any loss, theft or damage to personal property of the member, their dependant's, guest's or any third party/ies. The member agrees to waiver any rights to sue the Centre for lost or stolen articles.

Interest and other charges

The member will be liable to pay to the Centre, interest on all arrears amounts at the rate charged on overdraft accounts plus 2% as charged by Nedcor Bank Limited ("the bank"), as certified by any manager of any branch of the bank, whose appointment and authority it shall not be necessary to prove, calculated monthly in advance as from the due date for payment of such amount's to date of final payment. The interest calculated as aforesaid shall be capitalized as when it is calculated and shall thereupon form portion of the amount outstanding for the calculation of interest thereafter. Should the Centre institute legal proceedings against the member arising out of the member's breach of this agreement and/or the Centre rules and regulations, or for any reason whatsoever, the member will be liable to the Centre for all tracing fees collection, commission and /or legal cost incurred by the center on the scale as between attorney and own client.

Non-variation of agreement

This is the entire agreement between parties and no representation; promise, warranty and/or agreement not contained herein shall be of any force and effect between the parties. No extension of time or other indulgence granted to the member by the Centre in any way prejudice the Centre's rights in the terms of this agreement.

Domicilium citandi et executandi

For the purpose of this agreement, including the given of any notice required or permitted hereunder and any proceedings which may be instituted by virtue hereof, the member chooses his/her physical address, as set out on the face of this document, to be their Domicilium citandi et executandi. In the event of the member's Domicilium address changing, the member is obliged to inform the Centre thereof in writing, within 30 (thirty) days from date of such change.

Certificate of indebtedness

A certificate purporting to be signed by or on behalf of the Centre (it not being necessary for the Centre to prove the appointment or authority of the person signing such certificate) specifying the amount of the member's indebtedness to the Centre (including all applicable costs and interest, as well as the rate thereof and the period for which it is applicable) and further stating that the same is due, owing and payable, shall be sufficient and satisfactory proof of all matters contained therein including the amount and the validity of such indebtedness and the fact that same is due, owing and payable shall be sufficient and satisfactory proof of and entitle the Centre to obtain judgement by consent, provisional sentence, summary judgement or default judgement in terms of this agreement

Consent to judgement

In the event that it becomes necessary for the Centre to take legal action against the member, the member hereby irrevocably consents to judgement being granted

against themselves in the amount as stated in the certificate of indebtedness. The member hereby consents to emolument order being granted against the member, which emoluments order shall be for an amount equal to monthly indebtedness of the member to the Centre hereunder.

Right of admission reserved

The Centre hereby reserves the rights to enter to this agreement with, or to grant membership of, or access to the Centre to, any person, at the Centre sole and absolute discretion.

Personal training

The Centre does not permit unauthorized personal training on its premises. Unauthorized personal training may lead to the suspension of expulsion of both/all party/ies involved in such personal training, at the Centre's sole an absolute discretion.

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