Vers.4.4

E-mail: info@novelwellness.co.za

Call: 081 8387 123

www.novelwellness.co.za

Application for membership:

1. The membership agreement ("Agreement") for the type of membership indicated below, is between the Novel Wellness Centre and the undersigned member ("member"):

Name _____

Surname _____

ID Nr _____

Residential Address _____

_____

_____

Cell _____

E-mail _____

Employer and address _____

Tel(W) _____

In case of emergency

Name _____

Contact Number _____

Relationship _____

R250 joining fee applicable to memberships except for once-off payments.

Membership option:	____ weekly	____ monthly	___ bi-annually	____ yearly	____2yrs
Mark with X	R235	R765	R605/m *6 month contract Contract t's & c's apply	R545/m *12 month contract Contract t's & c's apply	R465/m *24 month contract Contract t's & c's apply

_____ Pensioner over 65 R225/m

_____ Off-Peak or Student R300/m* or R390/m **(Also Mark Yearly package)**

_____ Once-off 6 months R3 200

_____ Once-off 12 months R5 400

Sign for package chosen: _____

TRAINER AGREEMENT: _____ YES _____ NO NAME: _____

Guardian details (To be signed by the parent or guardian for all members under the age of 18)

Name & Surname of guardian: _____

ID number of guardian: _____

Guardian relationship to member: _____

Guardian cellphone number: _____

I further agree and understand that:

2. Duration:

The agreement is for a minimum term as indicated on the 1st page of this agreement. Unless I terminate this agreement one calendar month before the minimum term expires, it shall automatically be renewed on a month-to-month basis.

Initial_____

3. Monthly Membership Fee

3.1 Unless dues are pre-paid for a period, the monthly billing of this membership will be as follows:

3.2 The membership fee for each month shall be due and payable on the date stated below or the closest business day thereafter. Please indicate your preferred date of debit order:

1st of every month _____

5th of every month _____

15th of every month _____

25th of every month _____

27th of every month _____

Last day of the month _____

3.3 The member is obliged to pay dues regardless of whether he/she uses club facilities until the termination date or cancellation date. 10% will be added to outstanding amounts for late payments every month.

3.4 The membership fee shall be subject to an annual escalation fee of 10% regardless of the commencement date of this agreement. The annual escalation fee shall take effect in October of each year that the contract endures.

Initial_____

3.5 Novel Wellness Centre reserves the right to further increase membership and other fees in its sole discretion, should municipal rates & taxes and other overheads increase more than anticipated.

3.6 The member shall have access to and usage of Novel Wellness Centre facilities. In exchange for such access and usage, the member undertakes to pay a monthly membership fee via EFT for a minimum period (the term) as stated in clause 2.

3.7 Novel Wellness Centre is hereby authorized to draw/collect from the account mentioned below with the bank institution mentioned below (or any bank, building society or branch to which the account may be transferred) the installment above on behalf of Novel Wellness Centre. The member agrees to pay any bank charges relating to this payment instruction.

3.8 A pro-rata amount will be payable via EFT, cash, debit or credit card upon the initial visit, should the application date be after the 15th of the month the contract term will extend to the next full calendar month.

3.9 Novel Wellness Centre reserves the right to contact the place of employment as a last resort should a client be unresponsive to notices of late payments. This will only be done to resolve issues to avoid further legal action being taken.

****Section below will be used to debit accounts.**

**Please provide us with the bank details of the person responsible for monthly payments:

Account holder name & surname _____

Bank institution _____

Account number _____

_____ _____ _____

SIGNED: FOR THE CLUB SIGNED: MEMBER SIGNED: ACC HOLDER

***BY SIGNING THIS INSTRUCTION NOVEL WELLNESS CENTRE RESERVES THE RIGHT TO DEBIT ABOVEMENTIONED ACCOUNT PERIODICALLY SHOULD THE ACCOUNT BE IN ARREARS MORE THAN 1 CALENDER MONTH.**

Payments should be made to:

Novel Gym (Pty) Ltd

ABSA Cheque: 4 1013 07 668

Loch Logan Bfn Branch

Name/s and Surname/s as per identity document as reference

Proof of payment to be emailed to info@novelwellness.co.za

4. Other Charges

4.1 If the member fails to pay any amount owing to Novel Wellness Centre, including but not limited to any monthly membership subscription or any amount owing to Novel Wellness Centre for goods or services supplied, Novel Wellness Centre shall be entitled to charge a maximum amount of 10% on the default amount plus an administrative fee of R60 per unpaid transaction. The aforementioned shall be in addition to the default amount that is due and payable to Novell Wellness Centre. Further a 10% penalty fee will be payable to all late payments (after the 7th of each month) for EFT clients as per arrangement.

4.2 In the event of my membership handed over for collection, the non-discounted monthly rate prevailing at that time will be charged for the full term of the contract. The member agrees to pay the cost of all letters, telephone calls and tracing fees from being in arrears and, should the balance of the total sum be handed over for collection, to be liable to all legal costs on attorney and own client scale, collection agent and client together with collection commission, EFT administrators reserve the right to debit the payer/members account for any unpaid amount and fees, at any time of the month.

4.3 Initiation Fee and Membership Dues: in consideration of the membership, the member undertakes to pay a non-refundable initiation fee.

4.4 Annual Maintenance Levy: The annual maintenance levy shall be utilized for the erection, maintenance, improvement, general upkeep and any refurbishment of all Novel Wellness Centre facilities. In addition to the membership fees, regardless of the type of membership, a maintenance levy to the value of R220 shall be paid by the member during October of every year.

Initial_____

5. Termination or Suspension of Membership

A member may resign from Novell Wellness Centre on written notice given at any time. The written notice must be given to Novel Wellness Centre at least 21 business days prior to the next months' membership cycle start (1st of every month).

This means:

5.1 That the Member shall be liable to Novel Wellness Centre for the value of one month's membership calculated from the date Novel Wellness Centre receives the Member's notice of cancellation.

5.2 A member must give written notice of his intended cancellation of the agreement by completing the notification on official forms available at Novel Wellness Centre. The cancellation notice may also be emailed to info@novelwellness.co.za.

5.3 Where the member cancels the agreement prior to the expiration of the minimum term, stipulated in clause 2, the member shall give written notice to Novel Wellness Centre at least 21 business days prior to the intended date of cancellation. The member shall be liable for a 30% cancellation fee. The cancellation penalty shall be calculated on the balance of the agreement up to the date of cancellation. For example, where a member signs a 12 month contract and cancels in the third month, the penalty shall be 30% of the total value of the balance of the contract + the annual maintenance levy (that is, the Rand value for the remaining 9 months x 30% + the annual maintenance levy). The Member will then be liable and undertakes to pay all monthly membership fees, discounts and any other concessions granted to the member that remain due and payable at the date of cancellation. The abovementioned amounts must be paid within 20 business days from the date of cancellation.

5.4 On the expiry of the minimum terms of this agreement, the agreement will continue on a month-to month basis as set forth in clause 2, unless the member directs Novel Wellness Centre, to terminate the agreement.

5.5 The member is responsible to verify that no further deduction from his/her account after approved cancellation months. No refunds will be done longer than 3 months after the approved cancellation months.

5.6 Extensions: for a valid reason with documentation (medical/business) the contract term may be extended for a minimum of 1 month and a maximum of 6 months within an annual cycle. School holidays are not deemed as a valid reason for extension. A levy will be due for approved extensions.

5.7 All discounts will be granted to the Member provided this contract endures for the full duration as determined in clause 2 hereto.

5.8 Where the Member terminates the agreement prior to the expiration of the minimum term, any discounts given to the Member will immediately become due and payable.

5.9 A member that is considered in breach of this contract will be handed over to a debt collecting firm of our choice, steps taken towards this and thereafter will be for the account of the "account holder".

6. Exclusion of Liability and Indemnity

6.1 The Novel Wellness Centre will not be responsible or held liable for any loss, damage or injury including consequential losses, suffered by or cause to any person or property anywhere on or about the Novel Wellness Centre property or premises, whether or not such loss, damage or injury is occasioned by any act or omission of the Novel Wellness Centre, or anyone else for whose actions of the Novel Wellness Centre would be liable in law, or by reason of theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of Novel Wellness Centre, or any defective facilities of Novel Wellness Centre, or caused by any sporting activity carried out on the Novel Wellness Centre grounds, or by any other cause of whatsoever nature and howsoever arising.

6.2 The Member will, at all times, hold the indemnified parties and all Members of the indemnified parties indemnified against and harmless from and will in no manner whatsoever seek to hold any of them liable of any injury, loss or patrimonial loss arising directly or indirectly from the participation of any sporting activity of the indemnified parties whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the indemnified parties, any Member of Novel Wellness Centre, and/or any other officials, employees and/or agents.

6.3 The Member has advised Novel Wellness Centre that he/she is medically and physically fit to use an exercise program and Novel Wellness Centre facilities and that he/she has consulted a physician who has approved his/her usage of the facilities of Novel Wellness Centre and any sporting activity offered.

6.4 It is acknowledged that Novel Wellness Centre and or third parties may use personal details given herein for marketing purposes. These will only be third parties directly associated with Novel Wellness Centre for the benefit of the client.

6.5 Physical Activity Readiness Questionnaire (PAR-Q)

1	Has a doctor ever said you have a heart condition and recommended any medically supervised physical activity?	YES	NO
2	Do you have chest pain brought on by physical activity?	YES	NO
3	Do you tend to lose consciousness or fall over as a result of dizziness?	YES	NO
4	Has a doctor ever recommended medication for your blood pressure or a heart condition?	YES	NO
5	Do you have a bone or joint problem that could be aggravated by the proposed physical activity?	YES	NO
6	Are you aware, through your own experiences or a doctor's advice, of any other physical reason against your exercising without medical supervision?	YES	NO
7	Are you over the age of 65 and not accustomed to vigorous exercise?	YES	NO
If you answered YES to one or more of the above mentioned questions, please answer the following questions:			
8	Have you consulted with your physician regarding increasing your physical activity and/or performing a fitness assessment?	YES	NO
9	**If you answered NO to question 8**, will you consult your physician prior to increasing your physical activity and/or performing a fitness assessment?	YES	NO

7. Entire Agreement and Variations

7.1 To help ensure safe use and enjoyment of our facilities, we have established rules and regulations that we require everyone to follow. Please note that from time to time, we may find it necessary to amend or add to these rules and regulations. Rules and regulations may also be orally communicated to you or contained on signs posted in the Novel Wellness Centre.

7.2 This agreement constitutes the whole agreement between the Member and Novel Wellness Centre and supersedes all prior verbal or written agreements or understanding or representations by or between the parties regarding the subject matter of this agreement, and the parties will not be entitled to rely, in any dispute regarding this agreement on any terms, conditions or representations not expressly contained in this agreement.

7.3 No variation of or addition to this agreement will be of force or effect unless reduced to writing and signed by or on behalf of the parties.

7.4 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

7.5 I warrant the information given by me, regarding the membership, is true and correct in every respect. I undertake to notify Novel Wellness Centre, in writing of any material change in my circumstances. I choose my above address, contact numbers or e-mail address as disclosed herein, as my domicillium citandi et executandi for all purposes arising of this agreement. Any legal process ensuing from this agreement will be served on the Member's domicillium citandi et executandi (physical address).

8. POPI Act declaration

Dear Member,

Upon completion of this form, you agree to the following:

The Protection of Personal Information Act 4 of 2013 ("POPI") came into South Africa as of 1 July 2021. It aims to carry out the constitutional right to privacy by promoting the protection of personal information processed by public and private bodies.

We, at Novel Wellness Centre apply due care as we collect, store and process your personal information. We assure you that we take the security of your personal information seriously and are committed to protect your personal information from any misuse, interference, loss, unauthorized access, modification and/or disclosure. Your personal information will be processed based on our contractual terms and/or with the necessary consent you provided through any voluntary, specific and informed agreement with us. For any POPI related queries, including but not limited to: accessing your personal information, amending your personal information, should you have any objections to us processing your personal information, and/or should you believe that someone is alleged to be in breach of POPI, you can contact us at the abovementioned details.

I have read, I fully understand and agree to the membership debit order conditions and the additional rules and regulations of Novel Wellness Centre.

_____	_____	_____
SIGNED: FOR THE CLUB	SIGNED: MEMBER	SIGNED: ACC HOLDER
_____	_____	_____
DATE	DATE	DATE