

GYM MEMBERSHIP APPLICATION

DETAILS OF PERSON APPLYING FOR GYM MEMBERSHIP ("Applicant")

Full name					
Identity / passport number		Date of birth			
Home telephone		Work telephone			
Cell phone		Email			
Physical address					
Employer		Occupation			
Employer's telephone number		Employer's email			
Medical ailments					
Emergency contact name		Emergency telephone			
Emergency contact name		Emergency telephone			
Afhco tenant or resident?		yes	no	Are you the lessee?	
				yes	no
If Yes, tenant reference no.		If No, lessee name			
Building name		Unit number			
		Lessee signature <i>who hereby acknowledges and accepts the membership fee of his/her occupant being added to the rental account</i>			

FOR AFHCO ADMIN [tick (✓) relevant membership band and payment method]

Membership Fee – Afhco resident	R69/month	Membership Fee – Non-Afhco resident	R199/month		
Payment Method – Afhco resident	Billed to lease statement	Payment Method – Non-Afhco resident	EFT	Debit order *	Bank deposit

*Download from website

MEMBERSHIP TERMS AND CONDITIONS

1. By signing this application, the member declares that the information given in this application is true and correct to the best of his/her knowledge and that he/she unconditionally consents to their personal data being collected, processed, and stored, in terms of the Protection of Personal Information Act ("POPIA").
2. The member undertakes to inform Afhco or his / her / its agent in writing of any changes to any information provided in this application form, including any change in his/her address and/or bank details.
3. **The member authorises Afhco to contact, request, obtain and provide information from/to any registered credit bureau, employer, agent and next of kin that may be necessary to assess his/her creditworthiness, and to transmit details (including personal information) of how he/she has performed in meeting his/her obligations in terms of this membership agreement.**
4. **The first month's membership fee is payable on application, and payment is to be made using the secure card machine at the gym. NO CASH WILL BE ACCEPTED UNDER ANY CIRCUMSTANCES.** Membership fees are due monthly in advance thereafter.
5. On receipt of payment of the first month's membership fee the member's biometrics access will be activated. The member must at all times gain access using his/her secure biometrics. Any attempt to gain access to the gym without using biometric access will be regarded as a material breach of this agreement by the member.
6. The member undertakes to pay all amounts due to Afhco in terms of this agreement from time to time irrespective of whether the member makes use of the membership and/or the gym and whether or not any failure to use same is due to injury, ill-health and/or any voluntary act on the part of the member or as a result of any other cause whatsoever, and Afhco shall be entitled to charge interest against the member on all amounts due and unpaid.
7. **The member understands that should they cease to be an Afhco resident (tenant or occupant), that the reduced membership fee shall no longer apply and the membership fee applicable to non-Afhco residents will apply from the first day of the month following the date the member ceased to be an Afhco resident.**
8. **The member understands that Afhco may increase the membership fee at its sole discretion and the member shall have no claim whatsoever against Afhco as a result thereof.**
9. The member warrants that at the time of signature hereof he/she was in a sufficiently fit mental and physical condition to be able to safely make use of the facilities at the gym.
10. Membership of the gym shall vest in the member and may not be ceded, transferred or assigned to any third party whatsoever and membership shall for the duration of this agreement entitle the member to the use of the gym.
11. Afhco shall be entitled at its sole and absolute discretion to stipulate and to alter the hours of business of the gym from time to time without notice to the member.
12. Afhco shall be entitled from time to time to undertake repairs, renovations and/ or improvements, or to relocate the gym, and the member shall have no claim whatsoever against Afhco as a result thereof.
13. Afhco shall be entitled to deny the member access to the gym at its sole discretion, and in particular if the member cannot produce a proof of payment when requested to do so.
14. The member acknowledges that he/she uses the gym entirely at his/her sole risk, and that Afhco shall not be liable to the member or any third party claiming through the member for any loss, damage or injury whatsoever suffered by the member or the third party as a result of the use by the member of the gym or of any of the facilities thereat.
15. The member acknowledges and warrants that he/she was not induced to enter into this agreement by any warranty and/or representation and/or undertaking by Afhco or any of its employees, agents or sub-contractors, save as is written into this document itself.
16. Notwithstanding any of the other terms of this agreement, Afhco shall be entitled to terminate this agreement in its sole and absolute discretion at any time on giving to the member thirty (30) days written notice in which event the member shall be liable for only a pro rata membership fee in the month of such termination. The member shall have no other claim against Afhco whether for a refund of monies paid in terms of this agreement.
17. In the event of any amount which is owing by the member to Afhco not being paid on due date and/or the member breaching any other terms of this agreement, Afhco shall, without prejudice to any other right that it may have in law, be entitled to cancel this agreement of membership without notice to the member in which event the member shall have no claim for a refund of any monies already paid by him/her.
18. The member hereto chooses as their respective domicilia citandi et executandi for service of all notices, processes, documents and for all other purposes the following addresses:
Member: the residential address appearing on the face hereof.
Afhco: 1st Floor, Afhco Corner, 64 Siemert Road, New Doornfontein, Jhb, 2094.
19. In the event of Afhco having to institute any action against the member in order to enforce its rights in terms hereof, the member agrees to be liable for all costs incurred by Afhco including legal costs on an attorney and client scale together with any tracing fees.
20. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and sent to the addressee's domicilium address as set out herein or delivered by hand to a responsible person during ordinary business hours at such domicilium address.

21. A certificate signed by a member of Afhco, whose appointment shall not be necessary to prove, showing the amount due and owing by the member to Afhco at any given time, shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the member for recovery of the amount.
22. Any party may by notice to the other party change its domicilium address to another physical address in the Republic of South Africa provided that such change shall only become effective on the fourteenth (14th) day after the receipt of the notice.
23. This agreement constitutes the whole agreement between the parties, and no warranties or representations, whether expressed or implied, not stated herein, shall be binding on the parties. No agreement in variance with the terms and conditions of this agreement shall be binding on the parties, unless reduced to a written agreement signed by or on behalf of the parties.
24. Notwithstanding anything to the contrary herein contained, this agreement shall only become binding upon Afhco's signature hereof by a duly authorised representative.

DATED AT (place)	ON	20
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FULL NAME (Applicant)	SIGNATURE
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DATED AT (place)	ON	20
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FULL NAME (Gym personnel)	SIGNATURE
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Privacy Policy

Respecting and protecting your **Personal Information** is very important to us. It is also a Constitutional right, legal, and good business practice requirement, which we take very seriously.

“personal information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- a) *any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;*
- b) *the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;*

In line with the 8 Conditions in the Protection of Personal Information Act, 4 of 2013 (the Act), I/we

- ✓ Accept joint responsibility and accountability with you to responsibly manage and protect your Personal Information when providing our services and solutions to you;
- ✓ Undertake to receive, only from you, and process the Personal Information that is necessary for the purpose to assist you with your required solutions, conclude the necessarily related agreements and consider the legitimate legal interests of everyone concerned, as required by the Act and to respect your right to withdraw your consent for the processing of your Personal Information;
- ✓ Undertake to only use your Personal Information for the purpose required to assist you or provide solutions to you;
- ✓ Undertake not to share or further process your Personal Information with anyone if not required for assisting you with your solutions or by the law;
- ✓ Undertake to be open and transparent and notify you as and when required by law regarding why and how your Personal Information needs to be collected;
- ✓ Undertake to safeguard and protect your Personal Information in our possession;
- ✓ Undertake to freely confirm what Personal Information we have, to update and correct the Personal Information, and to keep it for no longer than legally required.

We or the companies who provide or assist with the solutions you required, need to collect, use, and keep your Personal Information as prescribed by relevant laws and regulations and for reasons such as:

- ✓ To share with and provide relevant products or services to you, to carry out the transaction you requested, and to maintain our relationship;
- ✓ To respond to your queries;
- ✓ To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- ✓ For insurance underwriting purposes;
- ✓ To assess and process claims;
- ✓ To conduct credit reference searches or verification, only if you authorise this or if it's a requirement to provide your solutions to you;
- ✓ For operational purposes required to assist you with the solutions you require;
- ✓ For audit and record-keeping purposes;
- ✓ In connection with possible requirements by the Information Regulator or other Government agencies allowed by law, legal proceedings, or court rulings.

We may need to share your Personal Information and/or utilise software or online platforms to enter and process your information for an application, claims, or business management purposes. This will only be done in strict adherence to the requirements of the Act.