



VOLARE FITNESS MEMBERSHIP AGREEMENT

1. PARTIES

- 1.1. This Membership Agreement ("Agreement") is entered into on the date of signature ("Effective Date") by and between:

VOLARE FITNESS
(hereinafter referred to as "Volare")

And

IDENTITY NUMBER: _____

(hereinafter referred to as "the Member")
(collectively referred to as "the Parties")

- 1.2. Further particulars concerning the Parties, together with details of the applicable membership package, are provided in the document titled 'Parties Information and Membership Package', which is annexed hereto and designated as **Annexure 'A'**.

2. PURPOSE OF AGREEMENT

This Agreement establishes the terms and conditions under which the Member will obtain and maintain membership at Volare, as well as the responsibilities and rights of both parties.

3. INTERPRETATION

- 3.1. In this Agreement, unless the context indicates otherwise:
- 3.1.1 Words importing any one gender shall include the other gender;
 - 3.1.2 The singular shall include the plural and vice versa; and
 - 3.1.3 References to persons shall include natural persons, legal persons, and unincorporated associations of persons.
- 3.2. The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.
- 3.3. Any reference to an enactment, regulation, rule, by-law, or guideline is to that enactment, regulation, rule, by-law, or guideline as amended or substituted from time to time.



- 3.4. All annexures shall be deemed to form an integral part of this Agreement, and the information contained therein shall be binding upon the Parties

4. LEGISLATIVE REQUIREMENTS

- 4.1. This Agreement has been drafted in compliance with the Consumer Protection Act 68 of 2008 ("CPA") and the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").
- 4.2. The Member acknowledges that they have been provided with adequate opportunity to read and understand the terms and conditions of this Agreement and have had any unclear aspects explained.
- 4.3. The Member confirms that this Agreement has been presented in plain language that is reasonable and understandable.

5. HEALTH AND MEDICAL CONDITIONS

- 5.1. The Member warrants that at the effective date, he/she has no physical or mental medical condition that would prevent them from engaging in physical exercise or that would be aggravated by physical exercise.
- 5.2. The Member is advised to consult with a medical practitioner before commencing any class provided by Volare.
- 5.3. The Member consents to provide, or undergo, any assessments or tests reasonably requested by Volare for the purpose of establishing or collecting relevant information, including but not limited to the Member's weight and height, where such information is necessary to calibrate, adjust, or ensure the safe and effective use of Volare's equipment.
- 5.4. The Member agrees to complete a health questionnaire truthfully and to inform Volare of any changes to their health status that may affect their ability to participate in a class safely. The "Health Questionnaire Form" is attached hereto and marked as **Annexure "B"**.
- 5.5. Volare reserves the right to request a medical certificate confirming the Member's fitness to attend classes in the event of reasonable concerns about the Member's health or safety.
- 5.6. The Member understands the inherent risk associated with the classes provided by Volare and accepts responsibility for such risks.
- 5.7. The Member shall be solely responsible for maintaining adequate hydration throughout the class and must immediately cease all physical activity and notify the trainer upon experiencing dizziness, weakness, light-headedness, chest pain, or the sudden onset of a headache
- 5.8. The Member acknowledges and warrants that he/she was not unreasonably induced to enter into this agreement by any warranty and/or representation and/or undertaking by Volare or any representative of Volare.



6. MEMBERSHIP PACKAGE AND FEES

6.1. Monthly Membership Fee:

- 6.1.1. The Member agrees to pay Volare a monthly membership fee in accordance with the membership package they have chosen and marked on Annexure "A".
- 6.1.2. Payment of the membership fee entitles the Member to access Volare Fitness facility in accordance with the terms and conditions set out in Section 7 – Membership Access.
- 6.1.3. The Member shall be entitled to attend only the number of classes specified in the selected membership package. Such classes shall be made available to the Member during designated time slots, Monday through Friday.
- 6.1.4. The monthly membership fee does not include classes held on a Saturday.
- 6.1.5. The Member shall remain liable for the full payment of the Membership Fees, irrespective of whether all or any of the classes included in the membership package have been attended or utilised.

6.2. Class Bookings:

- 6.2.1. Bookings for classes must be made via WhatsApp or through the designated communication channels as provided.
- 6.2.2. A successful booking will guarantee the Member a space in Volare studio; however, it does not guarantee a specific spot for the Bungee Fly session.
- 6.2.3. A Member must cancel their booking no later than 24 hours prior to the scheduled class in order to retain the right to reschedule for a later session.
- 6.2.4. In the event that a Member cancels their booking within three hours of their booking, they shall forfeit the right to reschedule, and the class will be considered as attended.

6.3. Membership Duration:

- 6.3.1. The membership will commence on the effective date and will continue as per the membership package elected by the Member, either on a month-to-month basis or on a fixed term Agreement.

6.4. Automatic Renewal:

- 6.4.1. The Agreement shall automatically continue on a month-to-month basis after the expiry of the initial term, unless the Member provides written notice of termination in compliance with Section 8 alternatively, a written request for a new fixed terms contract to be entered into, at least 20 (twenty) business days before the expiry date.
- 6.4.2. The Member will be charged the monthly membership fee in line with their allocated membership package – Package A or Package B.
- 6.4.3. For month-to-month agreements, the Agreement shall continue indefinitely until terminated in accordance with Section 8.



6.5. Activation Fee:

- 6.5.1. The member will be liable for a once-off activation fee of **R 200.00** with the first month's membership fee.
- 6.5.2. In the event that this Agreement is terminated or otherwise cancelled by either party for any reason, the Member shall be required to pay the Activation Fee upon re-entering into a new Agreement.

6.6. Additional Classes:

- 6.6.1. The provision of additional classes shall be subject to the sole discretion and prior approval of Volare.
- 6.6.2. Additional classes will be provided at an additional cost of R 150.00 per class (Monday to Friday).
- 6.6.3. An additional class may be scheduled for a Saturday slot at an additional charge of R 200.00 per class, subject to booking at least 7 days in advance.
- 6.6.4. Proof of payment must be provided upon booking of additional classes.

6.7. Membership Payment:

- 6.7.1. All monthly fees shall be payable in advance on or before the 1st day of each month via debit order. The Debit Order form is attached and Marked as **Annexure "C"**.
- 6.7.2. The Member acknowledges and accepts full responsibility for ensuring that the debit order is correctly implemented on their bank account and that all payments are duly and timeously processed.
- 6.7.3. In the event that a payment is not received in accordance with the debit order, the Member undertakes to promptly address and resolve the issue directly with their bank. Should the Member fail to rectify the matter within seven (7) days of being notified, the Agreement shall be deemed immediately terminated without further notice.
- 6.7.4. The Member will make payment for any additional classes/ fees via EFT to the banking information below:

Volare

Capitec Transact

Account Number: 1053414218

Ref: Name and Surname

- 6.7.5. Full and timeous payment of all fees/ costs is the sole responsibility of the Member.
- 6.7.6. Volare Fitness reserves the right to increase membership fees upon giving the Member 30 (thirty) days' written notice.



7. MEMBERSHIP ACCESS

- 7.1. Member's are to access Volare premises using the entrance gate on Grant Street, Queenswood, Pretoria.
- 7.2. The Member shall have access to the following Volare facilities during the operating hours as displayed at the premises or as communicated to the Member from time to time:
 - 7.2.1. Membership Facilities;
 - 7.2.2. Bathroom facilities;
 - 7.2.3. Equipment for class purposes;
 - 7.2.4. Cubical space for personal items
- 7.3. Access to Volare facilities is subject to:
 - 7.3.1. Full and timeous payment of the membership fee,
 - 7.3.2. Full and timeous payment of additional class(es) fee, if applicable;
 - 7.3.3. A class being properly and timeously booked;
 - 7.3.4. Permission by Volare;
- 7.4. Volare reserves the right to:
 - 7.4.1. alter its operating hours upon reasonable notice to the Member;
 - 7.4.2. Close the facilities temporarily for maintenance, renovation, or other reasonable purposes upon giving reasonable notice to the Member;
 - 7.4.3. Close the facilities on public holidays or reduce operating hours during holiday periods.
- 7.5. No Member shall be permitted to access the swimming pool, braai area, or any other part of the private residence. Any such access shall be considered trespassing and will be treated accordingly.
- 7.6. The Member's access rights are personal and may not be transferred, assigned, or made available to any other person.

8. TERMINATION

- 8.1. The Member may terminate this Agreement:
 - 8.1.1. In the case of a month-to-month agreement, by giving Volare 20 (TWENTY) business days' written notice;
 - 8.1.2. In the case of a fixed-term agreement, by giving Volare 20 (TWENTY) business days' written notice, subject to reasonable cancellation fees as set out in clause 8.2.
- 8.2. Cancellation fees for early termination of fixed-term agreements shall be calculated as follows:



- 8.2.1. Administrative charges not exceeding R500.00;
- 8.2.2. A reasonable cancellation fee taking into account:

- 8.2.2.1. The amount which the Member is still liable for under the Agreement;
- 8.2.2.2. The value of the transaction up to cancellation;
- 8.2.2.3. The duration of the Agreement as initially agreed;
- 8.2.2.4. Losses suffered or benefits accrued by the Member;
- 8.2.2.5. The length of notice of cancellation provided by the Member;

- 8.3. Notwithstanding clause 8.2., the Member may cancel this Agreement without penalty if:

- 8.3.1. The Member relocates to an area 50 KM (FIFTY) from Volare's address, subject to providing proof of new address;
- 8.3.2. The Member suffers from a permanent physical disability or serious illness that prevents use of Volare's facilities, subject to providing appropriate medical certificates; or
- 8.3.3. The Member dies, in which case the Member's estate may terminate the Agreement.

- 8.4. Volare may terminate this Agreement:

- 8.4.1. By giving the Member 20 (twenty) business days' written notice;
- 8.4.2. With immediate effect if the Member breaches any material term of this Agreement and fails to remedy such breach within 7 (seven) days after receiving written notice to do so; or
- 8.4.3. With immediate effect if the Member's conduct is harmful to other members, staff, or Volare's reputation or property.

9. FREEZING OF MEMBERSHIP

- 9.1. The Member may request to freeze their membership for a period of not less than 1 (one) month and not more than 3 (three) months per calendar year by providing written notice to Volare at least 7 (seven) days in advance.
- 9.2. A membership freeze fee of **R 200.00** per month shall be payable during the freeze period.
- 9.3. The term of a fixed-term agreement shall be extended by the duration of any freeze period.
- 9.4. Volare may, at its discretion, permit additional freezing of membership in cases of:
 - 9.4.1. extended illness or injury (subject to providing a medical certificate);
 - 9.4.2. Temporary relocation for work or study purposes; or
 - 9.4.3. Other exceptional circumstances as approved by Volare management.



10. MEMBER CONDUCT AND RESPONSIBILITIES

10.1. The Member agrees to:

- 10.1.1. Comply with all Volare's rules and regulations as displayed on the premises or otherwise communicated;
- 10.1.2. Use the equipment and facilities in a responsible manner and in accordance with any instructions provided;
- 10.1.3. Forfeit their right to participate in a booked class, should they be 15 minutes late for the aforementioned booked class;
- 10.1.4. Notify Volare of any changes to Member's health, personal information and banking information.
- 10.1.5. Respect the rights and comfort of other members and staff;
- 10.1.6. Wear appropriate exercising attire and footwear (no shoes) while using the facilities;
- 10.1.7. Use a towel when using equipment;
- 10.1.8. Return all equipment to its designated place after use;
- 10.1.9. Not use the facilities while under the influence of alcohol, drugs, or performance-enhancing substances;
- 10.1.10. Not bring illegal substances onto the premises;
- 10.1.11. Not engage in any form of harassment or intimidation of other members or staff; and
- 10.1.12. Report any injuries, accidents, or damages to equipment or facilities to Volare's management immediately.

10.2. The Member acknowledges that failure to comply with these responsibilities may result in suspension or termination of membership without refund.

10.3. The Member shall be liable for any damage to the equipment or premises of the studio resulting from their negligent conduct.

11. RISK AND LIABILITY

11.1. The Member acknowledges that engaging in physical exercise carries inherent risks.

11.2. The Member acknowledges that the use of Volare's facilities and equipment is entirely at their own risk and hereby indemnifies Volare against any claims arising from such use or from the actions or omissions of any third party

11.3. Notwithstanding clause 11.2, nothing in this Agreement shall exclude or limit Volare's liability for:

- 11.3.1. Death or personal injury caused by Volare's gross negligence;
- 11.3.2. Fraud or fraudulent misrepresentation; or
- 11.3.3. Any liability that cannot be excluded or limited under South African law.
- 11.3.4. Volare shall not be liable for the loss, theft, or damage of personal belongings brought onto the premises;
- 11.3.5. The Member indemnifies Volare against any claims arising from the Member's breach of this Agreement or violation of Volare's rules and regulations.



- 11.4. The Member hereby acknowledges and confirms that they have read, understood, and duly executed the Indemnity Agreement, which is attached hereto and incorporated by reference as **Annexure D**.

11.4 Parked Vehicles

- 11.4.1 Volare shall not be liable for any loss, theft or damage to any vehicle parked on or near Volare's premises.
- 11.4.2 Volare shall not be liable for any loss, theft or damage to any item left in a member's vehicle that is parked on or near Volare's premises.

11.5. Cubical Space for Personal Items:

- 11.5.1. The cubical space is provided for temporary use while the Member is on the premises.
- 11.5.2. The Member must remove all personal belongings from the cubical space before leaving the premises.
- 11.5.3. Volare reserves the right to remove items left in the cubical space overnight and shall not be responsible for the safekeeping of such items.
- 11.5.4. Personal Items left unclaimed by a Member for a period of 14 days, will be discarded and Volare will not be held liable for any loss as a result thereof.

12. YOUR PERSONAL INFORMATION

- 12.1. The Member consents to Volare collecting, processing, and storing personal information as necessary for the performance of this Agreement and in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA").
- 12.2. Volare shall use the Member's personal information only for the following purposes:
- 12.2.1. Administration of the membership;
 - 12.2.2. Communication regarding the services provided;
 - 12.2.3. Security and access control;
 - 12.2.4. Marketing of Volare's services; and
 - 12.2.5. Compliance with legal obligations.

13. ADVERTISING

- 13.1. The Member grants to Volare, for an indefinite period from the effective date, the right to use the Member's name and to exhibit his/her photograph, including video or film footage of the member in promotions and advertisements of Volare in any media in the Republic of South Africa.
- 13.2. Volare shall have full creative control, and the member shall give his/her full co-operation as far as is reasonable in comply with Volare's creative direction.



14. COMMUNICATION

- 14.1. The Member consents to receive communications from Volare via email, SMS, or other electronic means.
- 14.2. Notices in terms of this Agreement shall be in writing and delivered to the following addresses:
 - 14.2.1. To Volare: adele@volarefitness.co.za or 1232 Irving Street, Queenswood, Pretoria 0186.
 - 14.2.2. To the Member: The email address, cell phone number or physical address provided in Annexure "A".
- 14.3. Each party may change its address by written notice to the other party.
- 14.4. Any notice shall be deemed to have been received:
 - 14.4.1. If delivered by hand, on the date of delivery;
 - 14.4.2. If sent by email, upon confirmation of receipt; or
 - 14.4.3. If sent by registered post, 7 (seven) days after posting.

15. PROMOTIONAL OFFERS AND REWARDS

- 15.1. Any promotional offers, discounts, or rewards provided to the Member are subject to specific terms and conditions as communicated at the time of the offer.
- 15.2. Volare reserves the right to withdraw or modify any promotional offer at any time.
- 15.3. Promotional rates or discounts may be applicable for a limited period only, after which standard rates shall apply unless otherwise agreed in writing.

16. DEFAULTING AND LEGAL ACTION

16.1. Breach by Member:

- 16.1.1. In the event that a member breaches any provision of this agreement, including but not limited to the failure to pay membership fees or any other amounts due, and fails to remedy such breach within 7 (SEVEN) calendar days of receiving the written notice from Volare, Volare shall be entitled, without prejudice to any other rights it may have in law or under this agreement:
 - a) Suspend the Member's Access to Volare's facilities and services until such a time as the breach is remedied in full;
 - b) Cancel or terminate this Agreement with immediate effect
 - c) Claim payment of the full outstanding balance of the contract (if the contract is for a fixed term)
 - d) Charge interest;
 - e) Institute legal proceedings for the recovery of any amounts due, or for damages suffered as a result of the breach;
 - f) List the Member with a registered credit Bureau, subject to compliance with all applicable credit legislation



16.2. **Legal costs and collection costs:**

16.2.1. Should Volare take any legal steps against the Member, including but not limited to issuing letters of demand, initiating litigation, or instructing attorneys or debt collectors, the member shall be liable for:

16.2.1.1. All legal costs incurred by Volare on an attorney- and- own- client scale;

16.2.1.2. Collection commission as permitted by law;

16.2.1.3. Tracing fees and disbursements

16.3. ***Domicilium citandi et executandi:***

16.3.1. The parties choose their respective *Domicilium citandi et executandi* for service of all notices, processes, documents and for all other purposes hereunder the following addresses:

16.3.1.1. Volare: 1232 Irving Street, Queenswood, Pretoria, 0186

16.3.1.2. Member: Address indicated as their residential address elected in Annexure "A"

16.4. **Acceleration Clause**

16.4.1. Upon cancellation for breach, the entire outstanding balance of the fixed-term agreement shall become immediately due and payable, subject to applicable consumer protection laws limiting Volare's claim to reasonable cancellation fees or actual losses.

17. **GENERAL PROVISIONS**

17.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, representations, or understandings.

17.2. **Variation:** No amendment or variation to this Agreement shall be effective unless in writing and signed by both Parties.

17.3. **Waiver:** No failure or delay by either Party to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

17.4. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

17.5. **Cession and Assignment:** The Member may not cede, assign, or transfer any rights or obligations under this Agreement without the prior written consent of Volare.

17.6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.



- 17.7. **Jurisdiction:** The Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings arising out of this Agreement, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.
- 17.8. **Dispute Resolution:** Any dispute arising from this Agreement shall first be attempted to be resolved through negotiation. If negotiation fails, either Party may refer the matter to the Consumer Goods and Services Ombud or appropriate court.

18. SIGNATURES

Signed at _____ on this ____ day of _____ 20__.

For Volare:

Name: _____ Capacity: _____

For the Member:

By executing this Agreement, the Member affirms that they have read and fully understood the terms and conditions contained herein, and that all information provided in the annexures attached hereto has been completed honestly, accurately, and to the best of their knowledge.

Name: _____

ID Number: _____