

**Membership Agreement entered into between**

**HUBA FUNCTIONAL FITNESS Pty Ltd and:**

**(Herein after also referred to as “HUBA” or “the company”**

**Address:**

**Unit 8, Frazzitta Business Park, Corner of Freedom Way and  
Koeberg Road, Milnerton, 7441**

**and**

\_\_\_\_\_  
**(Identification Number: \_\_\_\_\_)**  
**(Herein after referred to as “Member”)**

**(Commencement Date: \_\_\_\_\_)**

**START DATE OF CONTRACT: \_\_\_\_\_**

**MEMBERS DETAILS:**

**NAME& SURNAME: .....**

**NICKNAME: .....**

**AGE: .....**

**DATE OF BIRTH: .....**

**RESIDENTIAL ADDRESS: .....**

.....

.....

**OCCUPATION: .....**

**HOME TEL NUMBER: .....**

**MOBILE NUMBER: .....**

**EMERGENCY CONTACT NUMBER: .....**

**EMAIL ADDRESS: .....**

**MEMBER INITIAL.....**

**Advice before you sign:**

HUBA training is no quick fix and requires commitment and motivated people to achieve results. Once you commit to this agreement and submit it to us, there will be a legally binding agreement created between YOURSELF (the member) and HUBA FITNESS Pty Ltd. This is known as a contract and it sets out the rights and obligations of each party.

You should therefore read this document carefully and make sure you understand it before committing to it. If you do not understand something, ask us or seek advice. What is set out in this agreement supersedes anything that anyone may have said to you. If there is something in this agreement different to something that you may have been told, you should tell us before you commit to this agreement. This agreement also sets out the arrangements about payments. You should also carefully check those parts.

**Definitions:**

In this agreement there are some words and terms used repeatedly. To make things easier to understand, when we use those words and terms they will have the following meanings:

HUBA Fitness Pty Ltd, the Company, us, we.

Member, you, your means the person described in Membership Agreement Form and referred to as member.

Membership means a member of HUBA Fitness Pty Ltd.

Agreement means this contract.

**Notice for Renewal of Contract:**

With regards to the Renewal or termination of your contract, HUBA Fitness Pty Ltd will require Two Full Calendar Months' Notice prior to Termination of your existing contract, with respect to renewal period and termination.

**Contract:**

1. This membership agreement is a legally binding contract between you and us.
2. By entering into this agreement you purchase a membership or services and you agree to all the terms of this agreement.
3. You acknowledge that neither the Company, nor anyone on behalf of the Company, has made any representations or promises upon which you are relying in entering into this agreement unless set out in this agreement.
4. You agree that this document sets out the complete agreement between you and us.
5. If any part of this agreement is invalid or unenforceable, the remaining parts will continue.
6. If the Company does not exercise any rights it has under this agreement it is not giving away those rights. Those rights may still be exercised later.

**Parties:**

1. The agreement is binding on each party and the heirs, successors and assignments of each of the parties. Note that that the original signatory will still be held liable for any outstanding fees to Huba Fitness Pty Ltd, unless the successor, heirs are approved by Huba Fitness Pty Ltd.
2. In the event that you change your address or contact details, it is up to you to notify us.

MEMBER INITIAL.....

**Membership:**

1. The initial membership you have chosen is shown on the HUBA agreement and Training agreement option of this agreement. Refer to page 5.
2. The terms of this agreement prevail under the renewal or extension of the initial membership shown on the front page of this agreement and are not limited to the term of the initial membership.
3. Membership is subject to current company policies, rules and limitations and to any future changes to those policies, rules and limitations.
4. Memberships are assignable to a new owner of the business, at the sale or assignment of the business.
5. Memberships can be transferred to another person while still under the initial contract period referring to Parties clause 1 on prior approval by Huba Fitness Pty Ltd.
6. Members must be at least 18 years old, or co-signed by parent or legal guardian.
7. We reserve the right to refuse membership, provision of services and/or use of the facilities, whether on a permanent or temporary basis, to any person under the age of 18 years or to stipulate terms and conditions applicable to any person under the age of 18 years, including the payment of any additional fees attendant thereof.
8. We reserve the right to refuse entry and/or to cancel membership for breach of the agreement, misconduct, damage to equipment, inappropriate behavior or drug use, including where circumstances so warrant, without notice or warning.

**Physical Condition/Medical Advice:**

1. It is up to you to let us know if you have any medical or physical condition which might prevent or affect your use of our facilities and training methods.
2. By entering into this agreement you are representing that you have no such adverse medical or physical condition and that you are not aware of any health or medical reason why you should not use our facilities and services.
3. You also acknowledge that we have not given you medical advice and cannot in the future give you medical advice in respect of your condition and your ability to use the facilities and our training methods.
4. You should consult with your doctor before using the facilities if you have any concerns in that regard.

**Facilities and Services:**

1. We reserve the right to remove, delete or replace equipment and/or services at our facility.
2. We also reserve the right to vary equipment, services and hours of operation at our facility.
3. It is acknowledged that equipment and services are available on a "first come, first served" basis.
4. We reserve the right to refuse you entry into a session if you do not arrive on time.
5. We do advise on dietary guidelines as part of our wellness coaching but please note that if you do have any medical condition or dietary restrictions you should consult with a qualified dietician.

**Liability for Property:**

1. We will not be liable for any personal property that is damaged, lost or stolen while on our premises unless caused by any deliberate or careless act of the Company or its personnel. This includes any motor vehicle and anything in any motor vehicle.
2. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you or your guest.

MEMBER INITIAL.....

**Fees:**

1. Fees and charges payable by you, as set out on the Membership Agreement, are payable in advance for the month of training. Refer to page 5.
2. By signing the agreement, you authorize us to charge or cause transfers to be made from your nominated direct debit account.
3. The above authorization is a continuing authorization until your obligations under this agreement are fulfilled or until your membership is terminated and continues upon assignment of the agreement to a new owner of the business.
4. We may recover from you any merchant or other fees attendant upon credit card use or charged to us as a result of payment by you, whether by credit card or otherwise.
5. We reserve the right to charge you a processing fee being the reprocessing fee in the event of dishonor of your direct debit and interest on any outstanding amounts due, set in line with prime lending rates at that time.
6. For Direct Debit Memberships we use a third party as a direct debit billing provider and you will be asked to fill out a Direct Debit Request to allow deductions from your financial institution of choice. We reserve the right to change billing providers.

**Rules & Regulations:**

1. You acknowledge that we have in place membership policies, rules and regulations for the use of equipment, use of the premises and in relation to membership.
2. We reserve the right to vary such policies, rules and regulations from time to time in a manner not consistent with membership.
3. Violation of membership policy, rules and regulations may result in termination of membership at our discretion.

**Acknowledgment Release and Assumption of Risk:**

1. I acknowledge that I will not hold HUBA Fitness Pty Ltd responsible for any personal injury or damage (whether direct, indirect special or consequential) suffered by me or loss of property while on the premises or undertaking activities arranged by the club.
2. I acknowledge that, except as provided in this document, HUBA Fitness Pty Ltd gives no warranties in respect of the facilities and equipment it provides. I hereby release and will indemnify and keep indemnified HUBA Fitness Pty Ltd from any injury or loss suffered by me while on the premises or undertaking activities arranged by HUBA Fitness Pty Ltd.
3. I acknowledge and accept that before utilizing the facilities I am aware of the nature of Huba's training methods and if not I have/will undertake an appropriate induction which covers the basics of HUBA Fitness Pty Ltd training with a qualified trainer. Any additional or personal training required for you to advance into Huba Fitness Pty Ltd group training would be for the members account.

MEMBER INITIAL.....

**Parent or Legal Guardian:**

1. I am the parent or legal guardian of the participating member/person. I have carefully read this Waiver, Release, and Agreement and fully understand and consent to its terms. I have investigated the risks involved in participation in the training program and fully understand and assume such risks in accordance with this agreement. I am aware that this is a release of liability and a contract between HUBA FITNESS and myself and sign it of my own free will.

2. I, the undersigned, hereby hold harmless, waive and release Huba Fitness Pty Ltd, coaches, employees, volunteers, officers, representatives, agents, organizers, and successors from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the parents bringing their children to the Huba Fitness Pty Ltd Facility. I am aware that Huba Fitness Pty Ltd does not have a Child Care Facility, thus my children are of my own responsibility. I understand that if my child becomes inconsolable during the class session, I am responsible to leave the class and attend to my child. I understand that children are not allowed in the gym workout area at any time. I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person.

(PARENT DETAILS AND SIGNATURE REQUIRED IF UNDER THE AGE OF 18!)

MEMBER INITIAL.....

**HUBA MEMBERSHIP OPTION OR PACKAGE SIGNED FOR ON THIS CONTRACT AS INDICATED BELOW:**

**HUBA CONTRACTS & TRAINING PACKAGES:**

**PERSONAL TRAINING WITH A HUBA FITNESS COACH**

**Personal training to be done in Personal training studio UNIT 2, or during off peak hours outside of group training schedule.**

- PERSONAL TRAINING ONLY**
- GROUP AND PERSONAL TRAINING**

**PLEASE STATE THE NAME OF YOUR PERSONAL TRAINER BELOW**



\_\_\_\_\_

**DATE STARTED WITH PERSONAL TRAINING \_\_\_\_\_**  
**TERMS & CONDITIONS OF PERSONAL TRAINING TO BE AGREED ON BETWEEN FITNESS COACH AND THEIR MEMBER. ALL PERSONAL CLIENTS MUST COMPLETE THIS FORM AS REGISTRATION TO MAKE USE OF THE HUBA FITNESS FACILITIES**

- 6 MONTH MEMBERSHIP**
- 12 MONTH MEMBERSHIP**

- UNLIMITED SESSIONS/WEEK** **R830PM**
- 3 SESSIONS/WEEK** **R690PM**
- 2 SESSIONS/WEEK** **R550PM**

**SESSION PACKS**

- 5 SESSION PACK (VALID FOR 1 MONTH) AT R450.00 PER PACK**
- 10 SESSION PACK (VALID FOR 2 MONTHS) AT R850.00 PER PACK**
- 20 SESSION PACK (VALID FOR 3 MONTHS) AT R1200.00 PER PACK**

MEMBER INITIAL.....

**Method of Payment agreed between parties:**

**Debit Order**  
**(debit order form to be completed)**  
**(debit order dates are the 28<sup>th</sup> or 3<sup>rd</sup> of each month)**

MEMBERS signature.....

Date.....

Please print name.....

Huba Signature .....

Witness 1.....

Witness 2.....

MEMBER INITIAL.....