



Virgin Active - Cedar Square

315856332

A	Your Personal Details	
ID/Passport No :		9508026027089
Date of Birth :		1995-08-02
Title:	Mr	
Name:	Lubabalo	
Surname :	Sihawu	
Preferred Name :	Lubabalo	
Residential Address :		
Mobile :		0730513689
Other 1 :	Other 2 :	
Email:	lubabalosihawu@hotmail.com	
Emergency Contact Name:		Yonela
Emergency Contact Mobile:		0781415967

B	Your Legal Guardian Details	
ID/Passport No:		
Date of Birth:		
Title:		
Legal Guardian Relationship:		
Name:		
Surname:		
Mobile:		
Email:		

C	Your Membership	
Home Club:		Virgin Active - Cedar Square
Package:		Club 2 Year - No Age Discount
Additional Products:		N/A
Benefit:		N/A
Start Date:		2024-10-07
Access Type:		Local

D	Your Fees	
Joining Fee:	R 299.00	
This Month's Pro Rata:	R 0.00	
Activation Fee:	R 0.00	
Access tag Fee:	R 0.00	
Reactivation Fee:	R 0.00	
Full Membership Fee Upfront (if applicable):	R 0.00	

E	Monthly Fees
Monthly Membership Fee:	R 560.00
Promotion Group:	Oct24   50% Off over 3 months
Promotions:	No Active Promotion
Max Monthly Installment of:	R 560.00 commencing on 2024-11-01
Monthly Addons of:	R 0 commencing on 2024-11-01

F	Authority to Debit
Account Holder ID/Passport No	9107250923087
Account Holder Surname / Company	Sihawu
Account Holder Initials / Contact Person	Y Sihawu
Mobile / Contact Person Mobile	0781415967
Email	lubabalosihawu@hotmail.com
Company Registration Number	N/A
Bank	Standard Bank
Branch Code	051001
Bank Account Number	10080600016
Account Type	Cheque/Current
Preferred Debit Date	1st

**Authority to Debit Mandate:**

- As an authorised signatory of the bank account (or any other account to which I may transfer) I authorise Virgin Active to debit the fees, associated amounts and/or monthly instalments for the duration of the Contract, unless reimbursed and/or paid for upfront by cash or card.
- I undertake to ensure that funds will be available and authorise Virgin Active to resubmit the debit order on or about the 15th of the month and/or implement tracking on this account and collect funds as soon as they are available if the debit is unsuccessful.
- If this authority is cancelled, I acknowledge that such cancellation will not automatically cancel the Contract and I/the member will remain liable for payment.
- I acknowledge that the bank may charge additional fees for resubmission.
- I acknowledge that I am not entitled to any refund while this authority is in force, if such amounts were legally owing to Virgin Active.
- I authorise Virgin Active to disclose to any credit bureau any information concerning this credit profile and payment history.
- The debit will appear as 'Virgin Act' on the account holder's bank statement.
- The bank details provided must be for a branch in the country of your home club.
- I acknowledge that the monthly instalment may change as per the terms and conditions of the membership contract.

**AUTHORITY TO DEBIT AUTHORISED SIGNATORY ON BANK ACCOUNT***Gonsla Sihawu*

Signature:

Date Signed : 7th October 2024

**Terms and Conditions, medical risk and disclaimer**

Terms and Conditions: I Lubabalo Sihawu apply to become a member of Virgin Active from 2024-10-07 to 2026-10-30, after which my membership will automatically continue on a month to month basis, unless I tell Virgin Active that I want to cancel. If I cancel before 2026-10-30, a cancellation fee is payable. I understand and acknowledge that my membership is subject to the full terms and conditions, the Privacy Policy and The Rule Book, all of which can be viewed via the Virgin Active website. Virgin Active may cancel my membership if I do not comply with my contract. If this contract is in the name of my Minor Child, by signing as Parent/Legal Guardian, I confirm that I agree to the Terms and Conditions and Accept the Medical Risk and Disclaimer on behalf of the Minor Child as well.

Medical Risk: Please carefully consider the following questions: Has a doctor ever said that you have a heart condition or any other chronic condition and recommended only medically supervised activity? Do you have chest pain brought on by physical activity? Have you developed chest pain in the last month? Have you on one or more occasions lost consciousness or fallen over as a result of dizziness? Has a doctor ever recommended medication for blood pressure or a heart condition? Are you aware, through your own experience or a doctor's advice of any other physical reason (including pregnancy) that would prohibit you from exercising without medical supervision? Do you have a bone or joint problem that could be aggravated by the proposed physical activity? If you answered YES to any of these, we strongly recommend that you obtain medical clearance before starting to exercise. There are risks associated with exercising and using gym equipment which can result in serious injury and even death. I accept responsibility for such risks. We recommend that you seek medical advice before you start a new exercise regime and that you always exercise to a level that is appropriate, given my knowledge of my health and any medical advice that I have obtained. I accept all risk and responsibility for nutritional, exercise or any other advice or plans that may be recommended to me.

Disclaimer: I understand and agree to the following disclaimer: To the fullest extent permitted by law, Virgin Active South Africa (Pty) Ltd or Virgin Active Botswana (Pty) Ltd, as the case may be, or any of their direct or indirect international affiliates who may give you access to their facilities as a result of this Contract, and/or their directors, employees and independent contractors (collectively, 'Virgin Active') shall not be liable for any loss or damage whatsoever and howsoever arising (including from any nutritional, exercise or any other advice) suffered by me or any of my dependents, including (without limitation) loss or damage to person or property from a negligent act or omission of Virgin Active, other members or guests.

## Signatures

I hereby apply to become a member of Virgin Active and agree to the full terms and conditions, and accept the medical risks and disclaimer.

Signature: *lubabalo sihawu*

## TERMS AND CONDITIONS, MEDICAL RISK AND DISCLAIMER

## AUTHORITY TO DEBIT (AUTHORISED SIGNATORY ON BANK ACCOUNT AND TERMS AND CONDITIONS)

*LS*

In this agreement:

#### 1. The Contract between you and us

Your Membership Application Form and these Terms and Conditions ("Terms") form the "Contract" between you and us. Your Contract with us is entered into with the Virgin Active company that is registered and operating in the country of your Home Club. If you join in a month where there is a promotional campaign then terms and conditions around that campaign will apply. View these on our websites.

#### 2. Activation / Joining Fee

An activation or joining fee may be payable (See Section D of the Membership Application on the front page) when you enter into this Contract. The activation or joining fee is non-refundable, except where you have exercised your right to cancel the Contract during the cooling-off period under paragraph 4. If your membership is cancelled for any reason by you or us and you subsequently wish to rejoin, then you will have to pay the applicable activation or joining fee again.

#### 3. When will my membership start?

Your membership will start on the Start Date as set out in your Membership Application Form irrespective of when you are granted access provided that

- You are, if applicable a verified member of a wellness / rewards programme.
- You have paid where applicable the relevant activation / joining fee.
- You have paid the applicable access device fee(s).
- You have provided us with valid bank account details for payment of your monthly membership fees and
- You sign this Contract without alteration or amendment of any kind whatsoever (except to provide the information inserted in Parts A, B and E of your Membership Application Form)

**4. What if I change my mind and want to cancel my membership?**  
You can write and tell us that you want to cancel your membership within 5 business days of signing this Contract, excluding the day of signature. Provided your cancellation letter is received by your Home Club within the 5 day cooling-off period, we will refund all payments made by you on return of any promotional item(s) we may have given you on joining.

**5. How long will my membership last if you pay by monthly debit order:**  
Your membership will commence on the Start Date and will continue for the fixed number of full instalments that you have selected ("Commitment Period"). Unless you tell us that you do not wish to continue as a member at the end of your Commitment Period, your membership will automatically continue on a month-to-month basis (as per the updated Terms and Conditions, which can be found on our website) at the current prevailing membership rate until such time as you give your Home Club 20 business days written notice to cancel your membership. Please keep proof of your request to cancel your membership. Short term memberships will commence on the Start Date and will continue for the fixed period that you have selected ("Commitment Period").

If you have paid for your membership in full upfront: Your membership will commence on the Start Date and will continue for the fixed period you have selected, calculated from the first day of the month following your Start Date ("Commitment Period").

#### 6. Reasons for us ending your membership

We may cancel or suspend your Contract at our absolute discretion by writing to you at the email address we have on record if:

- You commit a breach of these Terms or The Rule Book or if you engage in any conduct which in our opinion would have a negative effect on us, other members or our staff or is detrimental to the welfare, good order or character of Virgin Active; or
- We subsequently discover that any part of your membership fees (under this Contract or any other previous Contract) are/were not paid in full when due; or
- After vetting your application to this Contract, we subsequently discover facts or information which if we had known prior to entering into the Contract, would have resulted in us not having entered into the Contract with you.

We will let you know if your Home Club is going to close. Where possible we will transfer your membership to a reasonably accessible alternative facility in which case your membership will continue. If this is not possible we will cancel your membership.

We also reserve the right to adjust operating hours from time to time.

#### 7. Can I end my membership before the end of my Commitment Period?

Yes - if you pay your monthly membership fees by debit order and you wish to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and pay a reasonable cancellation fee plus any arrears. If you have paid your membership fees in full upfront and you wish to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and we will refund you the membership fees you have already paid in respect of the unexpired period of your Commitment Period less a reasonable cancellation fee. When you end your membership we will automatically also end / cancel the membership for your linked children (Under 14 years) memberships. The same termination notification, payments and refund terms as stated there in would apply. To see the terms of our cancellation policy please visit [www.virginactive.co.za](http://www.virginactive.co.za)

#### 8. Can I freeze my membership?

Yes - you may freeze your Contract for a minimum of 1 month up to a maximum of 6 months in a 12 month cycle for medical and travel reasons provided you are not in arrears. We will charge you a monthly administration fee for freezing your membership. Please note that you are not permitted to freeze this Contract if you have joined us as part of a wellness or rewards programme or employer's benefit scheme. Not applicable to short term memberships. Your Commitment Period will be extended by the number of months that you freeze your membership. When you freeze your membership, we will automatically also freeze your membership for your linked children (Under 14 years) memberships. The same fee limitations and administration fee will apply as set out herein.

#### 9. Membership fees and increases

Your (and your linked children's) membership fees will increase annually unless you are a Collection member in which case please refer to paragraph 12 below regardless of the date you joined us and irrespective of when your annual anniversary date is. In addition we reserve the right to increase your membership fees at other times for reasonable commercial reasons. We will give you notice of any increase and if you do not wish to accept it, you may cancel your membership by giving 20 business days notice. If we do not hear from you, you will be deemed to have accepted the increase and your membership will automatically continue at the new rate. Your monthly membership fees will be collected monthly in advance on or about the date that you have selected. If you selected your salary date (not applicable to wellness/rewards programme members) and this is not a banking day, your monthly membership fees will be collected the banking day after. If you selected the 1st banking day of the month, and this is not a banking day, your monthly membership fees will be collected the banking day before. Your membership fees will increase annually (unless you are a Collection Member, see below), regardless of the date that you joined us. We reserve the right to increase your membership fees at other times for reasonable commercial reasons. When we do this, we will give you written notice and if you do not wish to accept the increase, you may cancel by giving us 20 business days written notice.

#### 10. Your Home Club and membership types

By joining Virgin Active you become a member of the Home Club stated on your Membership Application. The types of membership available are:

**Collection** – Access to all Health Clubs and Collection Clubs in South Africa and select Collection Clubs internationally.

**Premier** – Access to all Health Clubs in South Africa and select Clubs internationally, excluding Collection Clubs.

**Premier Select** – Access to a select group of Health Clubs in South Africa.

**Club** – Access to your Home Club only.

**Off-Peak** - Limited access as per our website.

**Student** - Limited access as per our website.

**Youth** - Access in accordance with age and membership type.

**Children** - Access to the childrens facility depending on age group and membership type and to select Club areas and / or equipment.

The purchase of select Membership Types may be subject to the purchase of a Supplementary Product linked to that Membership Type. Please refer to our website for further terms and conditions.

**11. Wellness/Rewards programmes & employer's benefit schemes** If you are joining us as part of a wellness or rewards programme or employer's benefit scheme, please refer to the programme's scheme rules for further terms and conditions that may impact your membership, including any usage requirements (your monthly membership fees or your discount/cash-back may be adjusted upwards or downwards depending on your usage) and price increases. If you are part of a wellness or rewards programme, your membership fees will increase annually on 1 January or such other date determined by us, regardless of the date you joined. Please note that if the membership of your wellness or rewards programme or employer's benefit scheme is cancelled by you or them, your membership of Virgin Active will automatically continue at the prevailing rate for your Home Club and membership type until such time as you cancel this Contract with us.

#### 12. NB: Collection and Premier Members

Membership fees will vary according to your chosen Home Collection Club. We reserve the right to adjust your membership fees quarterly depending on the retail rate for the Collection Club that you used most frequently in the preceding calendar quarter, and reserve the same right to adjust your fees quarterly to the Club you are using most frequently if you become a frequent user of the international access options under your Premier membership. This is regardless of whether you are in or outside your Commitment Period. Currency exchange rates may vary from time to time in the application of this paragraph. Please note that children under the age of 16 years are not permitted access to any Virgin Active Collection Club. Children over the age of 16 may join a Collection Club with parental consent subject to payment of the applicable membership fees.

#### 13. Children

Children under the age of 14 years must access and exit our facilities with their Parent/Legal Guardian and always be supervised by such Parent/Legal Guardian, except once signed into and present in the children's facility. When you turn 14 and 18, or when your membership is no longer linked to an adult membership (that of a Parent/Legal Guardian), your membership will automatically continue at the prevailing rate of your Home Club, Age Group and Membership Type. Please refer to our websites for the latest information and terms and conditions that apply to entry for children. Any children permitted entry in accordance with the latest terms and conditions must produce access cards each time they access a Club, comply with the restrictions contained in The Rule Book and be supervised by you at all times. Membership fees for children will depend on the age bracket they fall under.

#### 14. Youth

- Membership fees for youth will depend on their specific age group and membership type option and will automatically increase in the month following their 18th and 22nd birthdays.
- Note, when you no longer qualify for an age related youth membership, your membership will automatically continue at the prevailing adult rate for your Home Club and Membership Type.
- Please refer to our website for membership options available to youth under the age of 26 years.
- Youth product provides access to a limited network of clubs, and do not qualify for Premier benefits.

#### 15. The Rule Book

By entering into this Contract you agree to comply with The Rule Book (as amended from time to time) which applies to all members, guests and visitors. Each of our Clubs may have their own operational rules which you must also comply with. A copy of the current Rule Book is available on our website.

#### 16. Your personal information

Our Privacy Policy (which is incorporated by reference into the Contract and can be found at our websites) explains the way in which we collect, use and store your personal information. If you have joined us as part of a wellness or rewards programme or employer's benefit scheme, we will provide the relevant wellness rewards partner with your personal and health information. If we want to share your information with anyone else for any other reason, we will do so only with your permission. We will use your email address to send a confirmation of your membership and to keep you up to date with news, offers and promotions. You can opt out of these communications at any time by updating your preferences on our website. We use a club for photo shoots to film videos and for other promotional purposes. If you are in a Club during this time and your image is captured, you hereby consent to us using it in our branding and marketing material.

#### 17. The Small Print

- Your membership is personal and may not be traded or transferred to another person. In particular your access card / band cannot be used by anyone else to gain access to our facilities, as this may constitute fraud and will be dealt with accordingly.
- If you fail to pay your monthly membership fees on the due date, then you will become liable for a cancellation fee, if applicable and all costs in connection with the collection of the arrears including legal costs.
- Although your membership may be paid by a different person to yourself, you will remain liable for all fees payable.
- From time to time we may introduce new services and/or facilities and introduce new membership types. If you wish to make use of any new services or facilities, then we may require you to pay an additional fee.
- If you wish to freeze, upgrade or downgrade your membership or change your Home Club, please go to our website or a club or phone our Contact Centre at +27 860 200 911. If you make these changes at a club or our Contact Center, an administration fee will be levied. In addition if you downgrade, a once off downgrade fee will be raised. Your monthly instalment fee may change.
- If your bank details and/or contact details change, please go to our website or your club or phone our Contact Centre at +27 860 200 911 to update.
- Our Contact Centre number is +27 860 200 911. Collection members have a dedicated help desk at +27 21 684 3007.
- We reserve the right, from time to time to temporarily or permanently close your Home Club or temporary or permanently stop providing certain facilities at your Home Club, or adjust the operating hours of your Home Club. Where possible, we will transfer your membership to another reasonably accessible alternative Club for the duration of the permanent or temporary closure. If this is not possible we reserve the right to cancel your membership.
- If you are joining us before your Home Club has opened, you have the option to pay a monthly gym usage fee which will entitle you to use any Virgin Active Health Club (excluding Collection Clubs) until such time as your Home Club opens and your Commitment Period starts.
- If one or more of these Terms are found to be unenforceable, such Term shall be deemed to be severable from the remainder of this Contract and the Contract shall in all other respects remain in full force and effect.
- To the fullest extent permitted by law, we may transfer and/or delegate to any third party our rights and/or obligations under this Contract without your consent or notification and you will continue as a member.
- This Contract contains all the terms and conditions of our agreement and no representation, addition, variation or cancellation of this Contract shall be of any force and effect unless it is in writing and signed by you and us.
- You agree that we may validly serve any notices to the contact details that we have on record for you. Any notice or communication sent by you to us should be posted, emailed or given in person to the receptionist at your Home Club. Please check with us to confirm that we have received correspondence addressed to us, as we can only action and be bound by notices that we actually receive. You acknowledge and agree that this Contract was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that you fully understand it. The laws of South Africa apply to this Contract. Your consent to the non-exclusive jurisdiction of the South African courts. Fees include VAT

## Physical Readiness Questionnaire

If you have answered NO to all of the questions, you have reasonable assurance of your present suitability for starting a graded exercise programme. We recommend that you attend an orientation session to help you get the most out of your membership. If you answered YES to one or more of the questions then please refer to clause 14 of this agreement.

Member Signature:Signature: Lubabalo sihawu

