



NB!! PLEASE READ BEFORE YOU SIGN MEMBERSHIP TERMS AND CONDITIONS

CrossFit Hymn

1. WELCOME TO CROSSFIT Hymn! Your application for membership has been approved, subject to the payment of the applicable membership fees, verification / validation of your bank details (if applicable) and personal details and signature of this application (“agreement”). This Agreement will commence on the Start Date, from which date I will be entitled access to the health and fitness facilities of CrossFit Hymn in accordance with my selected membership type provided that CrossFit Hymn may at any time withdraw all/or part of its facilities for any period in connection with the repair, alteration or refurbishment of the facilities or for any reason beyond the control of CrossFit Hymn.
2. **If payment is by means of a monthly debit order my membership period will commence on the start date (first day of training at CrossFit Hymn) and will continue for 6 or 12 monthly instalments and will thereafter continue on a month to month basis unless terminated by the payer on written termination notice to be received by CrossFit Hymn not less than one calendar month prior to the last day of training. It is the payer’s responsibility to ensure that the termination notice is received by CrossFit Hymn and that a receipt is issued to acknowledge this.**

Payer’s signature: _____

3. Membership fees, which may vary according to the type of membership purchased shall be fixed for the first 6 or 12 monthly instalments and shall be paid by either monthly debit order, in advance, and/or such other payment mechanism as may be agreed to in writing by CrossFit Hymn or as deemed necessary by CrossFit Hymn.
4. CrossFit Hymn may after the initial period increase the membership fees each calendar year with such amount as CrossFit Hymn in its sole and absolute discretion deems appropriate.
5. My monthly debit orders (first debit order and subsequent debit orders) will be submitted on or about the date that appear on the first page of this agreement under header “Monthly Debit Order”.
6. CrossFit Hymn may require members to pay for the usage of services and facilities in the gym specified from time to time by CrossFit Hymn as per tariff fees which shall be made available to members at all times.
7. The full outstanding balance will become due and payable if I fail to pay any instalments on the due date thereof, in which event I will become liable to pay all costs in connection with the collection of any amounts due by me in terms of this agreement, including legal costs on the scale of attorney and own client, inclusive of collection commission.

8. Access to CrossFit Hymn facilities and the booking system will be denied until such time as CrossFitHymn has received payment in full of any arrear instalments and legal costs on the sale as between attorney and own client, inclusive of collection commission, if any.
9. My residential address as it appears on the first page of this agreement, under Section A is my chosen domicilium citandi et executandi, at which address I will accept service of all legal processes and correspondence.
10. In the event that my bank details and/or contact details change, I will update the information by means of the "Change of details" form, which can be found at CrossFit Hymn.
11. CrossFit Hymn reserves the right to cancel this agreement if I breach any of the terms and conditions of this agreement inclusive of the Gym Rules in force from time to time. CrossFit Hymn further reserves the right to cancel this agreement, if, in its absolute discretion deems that I am not physically and medically fit to proceed with this normal routine of exercise.

CANCELLATION BY CLIENT:

12. I confirm that I have familiarised myself with the Gym Rules in force from time to time. The Gym Rules are displayed on our website, www.crossfithymn.com In the event of one of more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of the agreement.
13. I reserve the right to cancel this agreement with one clear calendar month's written notice to CrossFit Hymn. It is the payer's responsibility to ensure that CrossFit Hymn receives this Termination Notice. In the event that I cancel the agreement within the Initial Period, a cancellation fee of 50% of the balance of the amount outstanding under this agreement will be charged.
14. If my CrossFit Hymn gym facility ceases to operate, then CrossFit Hymn may terminate this agreement and I shall have no claim for damages against CrossFit Hymn, save for a refund of a pro rata amount of the prepaid membership fees, if any.
15. CrossFit Hymn shall be entitled in its sole discretion and without notice to me to cede and transfer and / or delegate to any third party all or any of its rights and / or obligations under this agreement.
16. CrossFit Hymn may need to change these conditions from time to time. Such changes will be displayed on our website, www.crossfithymn.com Each member will be notified of any changes in our terms and conditions by way of email correspondence.
17. This agreement, together with the Gym Rules contain all the terms and condition of the agreement. Other than stipulated in the paragraphs above, CrossFit Hymn makes no representations. Any addition, variation or cancellation of this agreement shall not be of any force and effect unless reduced to writing and signed by all parties to this agreement.
18. I confirm that the agreement was duly and fully completed prior to my signature and that the information appearing on the first page of this agreement is true and correct. CrossFit Hymn may cancel this agreement in its absolute discretion if the information given is found to be incorrect and/or incomplete.

COOLING OFF PERIOD

19. The Payer is entitled to terminate this agreement within 5 (five) days of the date on which the payer signed this agreement, excluding the day of signature, Saturdays, Sundays and Public Holidays. The intended termination must be conveyed in writing and must be received by an employee of CrossFit Hymn within the 5 (five) day period. "In writing" includes the use of email. It is the responsibility of the payer to ensure that the notice is received by CrossFit Hymn. CrossFit Hymn shall within 5 (five) days, as defined above, refund all payments made by the payer, less the pro rata amount for the use of the facility up to date of termination, and reverse any transaction.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

Member's signature: _____