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## 1) Terms & Conditions

The following terms and conditions govern the rights and obligations of Sweat.Smille Wellness Group and members thereof. They are to be construed in accordance with the laws of South Africa..

## 2) Sweat.Smille Wellness Group

“The Company” is operated by Ashleigh de Beer and is located at multiple venues.

## 3) Membership Terms

- a. Membership is personal to the member and is non assignable, non-transferable and non-refundable. A member may not loan his/her sessions to be used by a third party.
- b. All new memberships and membership transfers are subject to the approval of the Management. The Management reserves the right to reject an application for membership to the branch for any applicable reason whatsoever.
- c. Upon acceptance, the member will be issued with an invoice containing the once off registration fee and a preferable packaged chosen by the member. This invoice will be payable before membership/session can commence. The member shall be entitled to all rights and privileges under the class of membership.
- d. Any member wishing to enter a session, without a valid membership registration, will only be admitted at the drop-in fees, refer to Clause 10 and can be viewed on our website at [www.sweatsmile.co.za](http://www.sweatsmile.co.za).
- e. Membership packages are all based on month to month bases, with no long term contracts, unless preferred.
- f. Memberships are available to individuals who have attained a minimum age of 18 years old. A parent/guardian for any applicant below 18 must sign on the agreement/paper contract as consent for the minor to join minor sessions and abide

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by the rules and regulation. Alternatively, the parent/guardian may produce a signed letter of consent to management.

- g.** In the event of an outstanding account balance, at Sweat.Smile Wellness Group, the membership will be paused from joining any sessions until the account is settled.

#### **4. Membership Agreement/Contract Form.**

Sweat.Smille Wellness Group Membership Application Form is a paper form contract. A paper form contract may be used at the discretion of Sweat.Smille Wellness Group. A copy of the signed Application Form (the Contract) will be scanned and attached to your membership maintenance file.

#### **5. Membership Fees**

- a.** All members shall pay an initial Joining Fee and Administration Fee (“Initial Fees” or “Start-Up Fees”) in the sum specified, which is non-refundable and shall become due immediately upon being accepted as a member. The Initial Fees are subject to change without notice.
- b.** The Start-up Fees, Membership Fees and Pre-paid Fees are not refundable upon termination for any reason whatsoever.
- c.** Monthly subscription fee are payable in advance through the autopay system and must be settled through the EFT payment method as indicated on the member’s invoice.
- d.** Contract date will be similar to Joining Date on Membership Application Form.
- e.** Cash terms are not accepted, for the safety of Sweat.Smile Wellness Group and its members.
- f.** Failure to use or non-usage of sessions does not eliminate the obligation to pay all subscriptions in a timely manner. Should you wish to end/pause your membership,

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please communicate by email [accounts@sweatsmile.co.za](mailto:accounts@sweatsmile.co.za) in order for your invoice to be disregarded.

- g. Please always update your billing details and contact information with Sweat.Smile Wellness Group.
- h. The Management reserves the right to cancel any membership on which fees are unpaid or any reason that negatively impacts Sweat.Smile Wellness Group and its members.
- i. Upgrade of membership category is possible with notice to the management before expiry of existing membership plan. In this case, no Joining Fee will be collected from you.
- j. Membership Fee increase:
  - i. Price promise; Sweat.Smile Wellness Group agrees not to increase the Members' Monthly Dues without a proper 1 month's notice.
  - ii. Thereafter Sweat.Smile Wellness Group reserves the right to increase prices of any existing membership option, subject to giving 30-day notice to the Members by posting such notification in the Whatsapp communication, or by whatever means is deemed appropriate at the time.

## 6. Membership Time Freeze

- a. Public holidays and 1 week in December months apply as time freeze periods, whereby the Company will be closed and no sessions will be given. Due to the nature of months, the member is granted more sessions than paid for, thus the freeze period does is not deemed for discounts or make-up sessions.

## 7. Termination of Membership

- a. You can only cancel your membership by completing your full month, as no refunds are applicable.



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- b. Termination of membership that has been frozen/time-restricted shall be subjected to full original monthly dues for the notice period.

## **8. Physical Condition of Member**

- a. Our teachers/coaches are not medically qualified, so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. For safety reasons, you are responsible for the correct usage of The Company's facilities. If you are not sure how to use any equipment or do any of the exercises, always ask your teacher/coach or a regular member.
- b. You hereby warrant and represent that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition.
- c. You shall not use any club facilities whilst suffering from any infections or contagious illness, disease or other ailments such as open cuts, abrasions, open sores or minor infection, where there is risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.
- d. You and your guests exercise and use the facilities at your own risk and are advised to consult a physician prior to commencing any type of physical exercise.

## **9. Expulsion of Members**

The Management may terminate the membership of any member:

- a. Without notice and with immediate effect if a member's conduct, whether or not such conduct is the subject of a complaint by another member or members, is such that in the reasonable opinion of the Management, it is harmful to the character and/or interests of Sweat.Smille Wellness Group.



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- b. Without notice and with immediate effect if the member shall have committed any breach of these rules or on the Rules & Regulations of the Club as are from time to time in force.
  - c. If any monthly membership fees remain unpaid after the due date for payment.
  - d. Upon notice in writing, if the Company is of the opinion that the member is not a suitable individual for continued membership of the Company.
  - e. Without notice and with immediate effect if a member is found to have violated the privacy of any other member(s) and/or teacher(s) and/or coach(es).

A member whose membership is terminated by the Management shall forfeit all the privileges of membership with immediate effect without claim or any refund of his/her initial Start-up-Fee or Monthly Membership Dues.

## **10. Per-Entry**

- a. Non registered members must complete a Per-entry form and pay the current entry fees.
- b. Per-entry members will have the same membership privileges and must abide to the rules and limitations of liability as a member.
- c. Per-entry members are not allowed to join any on-going classes, without the fees due to such class.
- d. The management reserved the rights to adjust the per-entry fees without any notice.

## **11. Guests**

- a. Members introducing guests shall ensure that their guests complete a guest pass and pay the current drop-in fee for a guest pass, in the event they have used their first free trial session.
- b. Guests will have the same membership privileges as the member who introduces them and will be subject to the same club rules and limitations of liability as to the



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member. It is the responsibility of the member introducing the guest to ensure that their guest complies with the Company rules.

## **12. Health and Safety**

- a. All members are encouraged to fix an appointment to undertake a fitness evaluation conducted by a Fitness Instructor before starting an exercise program.
- b. Members should be considerate of other members and wipe down the equipment with a hand towel.
- c. Fitness Instructors are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Members must abide by the instructions of the Fitness Instructor.
- d. Smoking is not permitted in any part of the Club.
- e. Members or guests may not use the facilities of the Company while under the influence of alcohol, narcotics or other mood altering substances.

## **13. Operation Hours**

The Company's normal hours of operation are indicated on our website at [www.sweatsmile.co.zs](http://www.sweatsmile.co.zs). The Management reserves the right to adjust the hours for purpose of cleaning, decorating, repairs, special private functions, holidays and/or new operating times. The Management shall endeavour to give reasonable notice of any changes in operation hours.

## **14. Dress Code**

All members and guests are required to wear proper gym attire when exercising. A top is required that covers all private areas.



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## **15. Club Facilities**

- a. The Management accepts no responsibility for loss or damage to member's property for any reason whatsoever.
- b. The use of mobile phones with camera features and/or any other types of visual recorders are not allowed, unless permission is obtained by all members and/or teachers.
- c. The Management may from time to time show potential members or others around the sessions and allow them to use the Company facilities on a trial basis and reserves the right to do so.

## **16. Provision of Personal Data.**

- a. We will use the contact details/data provided to contact you about your membership in relation to processing services, collection of dues, or arrears, service fees and other payment required under the Company Rules or in connection with the operation of the Company and any ancillary or related purpose thereto.
- b. We may also contact you from time to time with information about fitness and wellness, promotions, special offers and other materials about Sweat.Smile Wellness Group services and products.
- c. Your personal data will be retained by the Company while you remain as a member of Sweat.Smile Wellness Group. Standard operating procedure is to delete in 60 days upon termination/expiry of membership.
- d. You may write into request for access/corrections/updates/limits to the processing of your personal data. By submitting the completed Consent for Disclosure of Personal Data Form to us, you are given sufficient notice and choice.



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## 17. Others

- a. Soliciting and selling private personal training sessions or merchandises to any member is prohibited and shall result in immediate termination of the member concerned.
- b. The Management reserves the right to use any individual or group photographs of members and or/guests for press or promotional purposes.
- c. All members must abide by the rules of the Company which may be amended, varied, deleted and added from time to time at Management's discretions.
- d. Failure by the Management to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- e. These Rules shall be governed and construed in accordance with the laws of South Africa and subject to the jurisdiction of South Africa.
- f. All brandings, design, logos and Company interior follow Sweat.Smille Wellness Group brand manual. Any guests or members are not allowed to photograph or copy any club interior designs, promotional materials, tag lines, or theme.
- g. Sweat.Smille Wellness Group reserves the right to proceed with legal action to any member caught distributing, sharing or supplying such contents to any third party vendor or competitor.
- h. Any member that misuses the emergency button will be imposed with penalty fees.
- i. Any member and guest who caused damages to the property, equipment, accessories and facilities of Sweat.Smille Wellness Group shall be responsible for the repair bill as ascertained by the Company.





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## **18. Session Cancellation**

- a. All bookings close 2 hours before the scheduled session times.
- b. Should the member cancel after the closing window, they may be charged with a short-notice cancellation fee. This is due to teachers/coaches travelling distances and venue hire.
- c. Members will forfeit their booking if they do not check-in to the class in time and/or with the necessary arrangements to the applicable coach/teacher.

## **19. Limitation of Liability**

In consideration for the Management accepting his/her application for membership of the Club and for him/her becoming and remaining a member of the Club, the member agrees that:

- a. Sweat.Smille Wellness Group accepts no responsibility for loss or damage to members or their guests' properties or for the death or injuries sustained while on the premises. Members and their guests agree that no claims will be made against the Company, Sweat.Smille Wellness Group, the Management, or staff for any reason whatsoever.
- b. Sweat.Smille Wellness Group, its associated companies, employees or agents shall not be responsible for any claims, demands, injuries, damages or actions for the negligence arising on account of death or due to injury, loss, damage or theft to a member's person or property arising out of or in connection with the use by a member of any of the services, facilities on the premises of Sweat.Smille Wellness Group. The member hereby holds the Company, Sweat.Smille Wellness Group, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a member's behalf for any such injuries or claims aforesaid.
- c. Any guest of a member or a temporary visitor to the Company shall agree to abide with the Company rules and the same limitation of liabilities for a member shall apply.

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\*The Management reserves the right to amend the Terms and Condition at any time without prior notice.

### MEMBER CONSENT

I have agreed to participate in Sweat.Smile Wellness Group group classes. The activities of the group class include strength training, running, agility drills, jumping, intense cardiovascular activities, and flexibility training. I understand that incorrect performance of exercises can lead to injury, and I commit to asking for assistance for any exercise I am unsure of how to perform safely.

Acknowledgment is hereby made that the activities of the classes may require me to spend time outside, as well as inside.

I further acknowledge that there are risks involved in participating in the classes. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, my physical condition, equipment, actions of other people including, but not limited to, participants, volunteers, poor nutrition, and lack of hydration.

In consideration of my being accepted into the Wellness Group, I agree to release and discharge Sweat.Smile Wellness Group, Owner Ashleigh de Beer & Coaches, from any injuries sustained by me as a result of participation in these classes.

I agree to indemnify and hold harmless, Sweat.Smile Wellness Group, and any of its employees, supervisors, facilities, and owners against any liability incurred as a result of such injury or loss.

Fitness activities and programs require that I be in good health and have no condition that could endanger my wellbeing through participation.

I will notify Sweat.Smile Wellness Group of any such defects in writing prior to enrolling in the classes.

The undersigned agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of myself.

### READINESS FOR TRAINING:

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Director: AE De Beer

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\*\*\*Please provide your signed copy, of this form, to Sweat.Smile management, before attending our classes. The form can be emailed to [ashleigh@sweatsmile.co.za](mailto:ashleigh@sweatsmile.co.za) or handed over to your coach, before commencing with your session.\*\*\*

Past Injuries: Please list any past injuries, areas of tightness or chronic pain, and any specific sensitivities to any exercises. (i.e. low back pain, my knees hurt when I squat, my shoulders are always sore, etc.).

Current Fitness Level: Please indicate your current fitness and activity level and how much exercise you've done recently. (i.e. couch/desk potato, walk regularly, active job, workout regularly, athlete, etc.).

Current Nutrition & Hydration: Adequate nutrition and hydration is critical to maintaining energy level during your workout and avoiding fatigue, light-headedness, and fainting. Likewise, overeating prior to a workout can cause an upset stomach and vomiting with intense exercise.

I commit to notify my trainer if I am unsure about whether I have eaten enough prior to working out or if I have eaten a large meal in the past 2 hours.

Current Training Knowledge: By participating in this class I commit to ask for instruction on any exercise, I am not familiar with. I acknowledge that this is important to avoid injury. (You can't make progress if you're hurt!)

I commit to notifying my trainer if I do not know how to do something.

Note: Start Slowly. Fit Camp can be intense, especially if you push yourself. Be sure to take it easy off the start and work your way up to more intense exercise. This is especially important if you used to be sedentary. I commit to working at a pace that is safe for me and within my current limits and notifying my trainer if I feel unwell.

### **Photo & Video Waiver (Required):**

By attending this class, I give Owner Ashleigh de Beer permission to post photos and videos containing my images on their website, Facebook, Instagram, Twitter, YouTube, other social media, and in print and video for promotional and marketing purposes.

IF YOU DO NOT GIVE PERMISSION PLEASE INFORM THE OWNER VIA EMAIL AT [ashleigh@sweatsmile.co.za](mailto:ashleigh@sweatsmile.co.za)