



Top Primate Academy

MEMBERSHIP FORM

12 Frere Street, Woodstock

topprimatesa@gmail.com

topprimate.co.za

084 645 9981

MEMBERSHIP DETAILS:

- Name & Surname:
- Cell:
- Address:

- Emergency Contact:

- Birth Date:

- ID Number:

FEES & PAYMENT OPTIONS: One-time Admin Fee: R350

Please note: Pricing is subject to change. Payment methods accepted are debit order or upfront payment only.

Prices are subject to change for non-South African citizens. Payment methods accepted are debit order or upfront payment only. Exceptions are made for international members.

Kindly mark your chosen option.

DEBIT ORDER OPTIONS

(No freezing of accounts):

- **Muay Thai Classes:**

- Unlimited: R1050
- Mornings Only: R850
- Student Unlimited: R900
- Non South African Citizen: R1500
- Kids Class: R850

- **Functional Fitness Classes:**

- Unlimited: R800
- Mornings Only: R550

UPFRONT PAYMENT OPTIONS:

- **Muay Thai:**

- 3 Months upfront– R1000 x 3 = R3000pp.
- 6 Months upfront -R950 x6 = R5700.00 pp.
- 12 Months upfront- R900 x 12= R10 800.00 pp.

- **Functional Fitness:**

- 3 Months upfront– R750 x 3 = R2250pp.
- 6 Months upfront -R700 x6 = R4200.00 pp.
- 12 Months- R650 x 12= R7800.00 pp.

- **PRIVATE TRAINING:**

- Muay Thai Sessions: R500, non-SA citizen R1000
- Functional Fitness Sessions: R350 per session

WAIVER AND RELEASE FORM:

Acknowledgement of Risks, Injury & obligations:

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks.

I acknowledge and understand that whilst participating in such activity:

- I may be injured, physically or mentally, or may die.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- The conditions in which the activity is conducted may vary without warning.
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract to TOP PRIMATE (Pty) Ltd; I hereby further indemnify Top Primate (Pty) Ltd staff, it's agents or representatives or subsidiaries and or holdings from any claim of whatsoever nature resulting in any injury or loss of life. Whilst on the premises or off the premises for the purpose of training or not.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and Indemnity:

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Top Primate (Pty) Ltd, It's servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever; I hereby further indemnify Top Primate (Pty) Ltd, It's agents or representatives or subsidiaries and or holdings from any claim of whatsoever nature resulting in any injury or loss of life. Whilst on the premises or off the premises for the purposes of training or not.

PERSONAL TRAINING:

Personal training clients are permitted to partake in normal classes with special permission ie. you participate in a minimum of two personal training sessions a week. Personal training clients will be subject to paying five sessions upfront before personal training shall commence. Personal training clients, 24 Hours shall be given to the instructor if the session needs to be cancelled, failing to do so shall result in the client losing said session. Personal training clients are subject to normal rules as listed in this membership pack and gym rules which can be found inside the gym. Personal training sessions are subject to an expiration time of one full month/ 30 day whichever one comes first.

Initial

CONTRACT DURATION: NB!!!!

Contract Duration

A **minimum contract period of 6 months** applies to all memberships, classes and packages, regardless of the payment method selected. This includes memberships paid by **debit order, EFT, or upfront payment for 3, 6 or 12 months**.

The 6-month contract period commences from the **membership start date recorded on the signed membership agreement**.

Cancellation of Membership

Membership cancellation may only commence **after the initial 6-month contract period has been completed**.

Once the minimum 6-month contract period has been fulfilled, a member may request cancellation of their membership, subject to the cancellation terms and conditions below.

Cancellations

Members wishing to cancel their gym membership **must submit their cancellation request in writing via email**.

Upon receipt of a valid written cancellation request, the membership will be cancelled **within 30 days from the date the cancellation email is received**.

A **one-month membership fee** will be charged upon cancellation, based on the member's current membership package or chosen membership.

If the member is **fully up to date with all membership payments**, no additional fees or outstanding amounts will be charged beyond the applicable one-month cancellation fee.

All memberships are subject to a **minimum 6-month contract period**. Cancellation requests submitted before the completion of the initial 6-month period will not be accepted as a standard cancellation and the member will remain liable for the contractual obligations associated with the minimum contract period, subject to any applicable consumer protection legislation.

Rejoining Top Primate

Members who have completed their contract and subsequently cancelled their membership may rejoin **at any time at their own discretion**.

Members who rejoin after a previous voluntary cancellation will **not be required to pay a new sign-up or administration fee**, provided that:

- The member previously completed their contractual obligations;
- The member's account was fully settled upon cancellation; and
- The member was **not removed or terminated from Top Primate (Pty) Ltd due to a breach of the membership agreement, gym rules, terms and conditions, or other applicable policies**.

Top Primate (Pty) Ltd reserves the right to refuse re-enrolment where a previous membership was terminated due to a breach of the membership agreement or terms and conditions.

ADMINISTRATION:

- No shoes will be allowed on the training mats at any time unless a member is wearing/participating in the boxing classes.
- No use of shoes on kicking/punching bags and the kick/focus pads.
- Shirts are allowed to be removed when appropriate, shorts/trunks must be always worn while in the facility.
- Memberships are not refundable or transferable.
- All weights and equipment must be put back after use.
- Photo ID cards must be carried and shown upon request.
- Shared gym access with a non-member will result in forfeiture of membership effective immediately.
- Each member must respect other gym users and always behave in an appropriate manner.
- Top Primate (Pty) Ltd staff reserves the right to rescind the rights of members not complying with the terms and conditions of the membership.
- Anyone under the age of 16 must be always accompanied by an adult within the gym. If purchasing personal training sessions five sessions will be paid up front, I understand that the sessions and/classes are non-refundable and non-transferable. I have read and agree with all the above and understand that the above applies to all Top Primate (Pty) Ltd locations.

Signature

(member):

Date:

Signature

(Guardian): Date:

Initial

WRITTEN AUTHORITY & MANDATE FOR DEBIT PAYMENT INSTRUCTION	
Name of account holder	
Address	
Bank	
Account number	
Branch code	
Type of account Cheque/Savings/Credit	
Today's date	
ID number	
Signature for permission to debit account	

I/we hereby authorize you to issue and deliver payment instructions to your banker for collection against my/our above mentioned account at my/our above mentioned bank(or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the agreement and commencing on the 1ST of the new month and continuing until this authority, mandate and a minimum term of six months has past, is terminated by me/us by giving you notice in writing not less than 30 ordinary working days, and sent via email. The individual payment instructions are authorized to be issued and delivered as follows: Monthly. If the payment falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my account to meet the obligation, you are entitled to track my account and represent the instruction for the payment as soon as sufficient funds are available in my account. Payment instructions due in December will be debited on the first ordinary business date. I/We understand that withdrawals hereby authorized will be processed through a computerized system provided by the South African banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the agreement. This number must be added to this form before issuing any payment instruction.

Initial

Mandate:

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions have been issued by me/us personally.

Cancellation:

I/We agree that although this authority and Mandate may be cancelled by me/us, such cancellation will not cancel the agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force if such amounts are legally owing to you.

Assignment:

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at (signature as used for operating on the account):

On This: _____

Day Of: _____

Assisted/Witnessed by: _____