**MEMBERSHIP AGREEMENT**

I, the undersigned herby confirm that the information provided by me and contained in this membership agreement is correct and that I have read, understood and accept the terms and conditions of membership. These terms and conditions include all information provided on the product description you have selected on our online portal including the debit order amount, the duration, the yearly additional charges, once-off fees and all other information present that is has not been mentioned here. I accept that this agreement may not be cancelled by me except on valid legal grounds.

If the agreement is for a minor, you as the undersigned legal guardian (where applicable) binds himself/herself as surety and co-principal debtor for and on behalf of the member in favour of the Company.

**WHEREAS** the Club/Company is the provider of health, leisure and fitness equipment, facilities and services; **ANDWHEREAS** the member(s) wish(es) to join the Club against payment of an agreed membership fee and/or in terms of the Club's/Company's LOYALTY PLAN"; **AND WHEREAS** the parties wish to record their agreement as contemplated for in SECTION 26(3) of ACT 68 OF 2008 (Consumer Protection Act); **NOW THEREFORE** the parties agree to and conclude the following terms and conditions:

**1. DEFINITIONS:**

In this agreement –

1.1 "CLUB" and/or "COMPANY" means IPIC ACTIVE (PTY) LTD with registration number 2005/013196/07, a company with limited liability and place of business situated at Unit 28, 1st Floor IPIC Shopping Centre, CO Aurora street and Burton Road, Aurora, Durbanville, Cape Town, 7550;

1.2 "ACT" refers to the Consumer Protection Act, ACT 68 OF 2008;

1.4 "RULES AND REGULATIONS" refers to the Club rules and regulations which can be made available on request;

1.5 Any one gender include the other gender;

1.6 Any singular includes the plural and vice versa;

1.7 Natural persons include created entities (corporate and non-corporate) and vice versa;

1.8 "MANAGEMENT COMPANY" refers to The Premier Club (PTY) LTD with registration number 2012/221027/07 and with registered address at PO Box 1045, Durbanville, 7551.

## 2. MEMBERSHIP:

2.1 Membership is a sole and personal right and may not be transferred, ceded or assigned to any other person;

2.2 The member hereby chooses to subscribe to the chosen membership plan as outlined in the online portal as well as the product description of said membership.

**MEMBERSHIP TYPE:**

2.3 The member hereby confirms that he/she understands the following, with reference to the Membership and it terms as set out in the online product description:

2.3.1 The nature of the plan offered;

2.3.2 The service to which the plan relates;

2.4 The member hereby binds himself/herself to the rules of the Club and agrees to the reasonable and necessary amendment and/or variation thereof at the sole discretion of the Club, which amendments and/or variations shall not be inconsistent with the terms and conditions of this agreement or any protection offered to the member in terms of the Act. The member hereby confirms and acknowledge his/her awareness, understanding and agreement with the rules. These rules of the club are available upon request to the Club by the member.

2.5 The member hereby confirms that he/she is aware of the features of the type of membership which he/she has chosen and acknowledges that it may include such features and conditions at restricted times or limited usage of the facilities and/or equipment as set out in the online product description.

2.6 The Club may in its sole discretion and from time to time decide to offer different types of membership, but it is recorded that such decision shall in no way affect, vary, displace or amend the membership chosen by the member in terms of this agreement;

2.7 The member however has the right and discretion to choose to take up such different membership under those terms and conditions agreed to in writing between the parties in which instance the membership chosen by the member in terms of this agreement shall end and be terminated upon the signing of the new membership agreement;

2.8 Membership fees which may vary according to the type of membership purchased and referred to in paragraph 2.2 above, shall be payable by the member and shall be a fixed amount, in advance. If the payment is a debit order these debit order will be submitted to the relevant financial institution on or about the last working day of each month, 15th of the month or 25th of the month;

2.9 All membership fees in respect of this agreement shall be paid into the nominated banking account of the Company's/Club's nominated Management Company.

2.10 In the event of default on the part of the member to pay the relevant fees timeously or at all, the following shall apply:

2.10.1 The Club shall give the member 20 (TWENTY) business days' notice to rectify such default, which notice may be given in writing to the residential or postal address chosen by the member to be the address at which the member will receive and accept all notices issued in terms of this agreement and/or per sms to the cell phone number provided for by the member and/or per electronic mail to the electronic mail address provided for by the member. For the purpose of this clause, the member hereby records and chooses the following as such address, cell phone number and electronic address:

2.10.1 PHYSICAL ADDRESS: 7 Akademie Street, Welgelegen 1, Cape Town, South Africa Cape Town

2.10.1.2 CELL PHONE NUMBER – RICA APPROVED: +27768117393

2.10.1.3 ELECTRONIC MAIL ADDRESS: ##Email##

2.10.2 In the event of continuous and/or further default by the member to pay the outstanding fees, the Club shall have the right to cancel the agreement forthwith without any further notice to the member and to claim such damages that it may have suffered due to the member's default;

2.10.3 The Club in its own discretion has the right to prohibit and exclude the member from access to its premises and/or facilities for such time that the member is in default;

2.10.4 Should the Club choose to institute legal proceedings against any member for the recovery of membership fees and/or damages it may have sustained due to the member's default, the member hereby confirms that he/she will accept service of any Court process or pleadings at the physical address stipulated in clause 2.10.1. above;

2.10.5 The member also consents to the jurisdiction of the Magistrates Court in which area of jurisdiction the Club is situated, in the event of legal proceedings so instituted against the member;

2.10.6 In the event of the institution of such legal proceedings against the member in default, the member consents and declares his/her liability towards the Club for its legal costs on an attorney and own client scale together with collection commission thereon as the Club may lawfully charge together with interest on any outstanding balance calculated at the relevant interest rate promulgated from time to time on outstanding debits which currently is fixed at 20% per year;

## 3. WARNING CONCERNING FACT AND NATURE OF RISK:

3.1 The member acknowledges and understands that his/her participation in the activities of the Club and the use of its facilities and/or equipment may carry the risk of an unusual character or nature and declares that:

3.1.1 He/she is physically and medically fit to proceed with normal routine exercises;

3.1.2 He/she bares the onus to undergo regular medical examinations at own cost to ensure his/her ability to proceed with such normal routine exercises;

3.1.3 He/she bares the onus to forthwith stop and/or suspend all participation in any activity of the Club due to any physical or medical condition rendering further participation or activities dangerous and hazardous to the member;

3.1.4 He/she bares the onus to forthwith stop and suspend all participation in any activity or usage of any equipment of the Club in the event of a breakdown or failure of such equipment and to forthwith bring the same under the attention of the appointed representative or management of the Club;

3.2 The member further acknowledges that he/she is aware that participation in the activities offered by the Club and/or the equipment made available for participation in such activities may bare risks that may not reasonably be foreseen and could result in injury, serious injury and/or death if not executed and/or used with reasonable care and vigilance;

3.3 The member hereby acknowledges that he/she understands the scope, meaning and applicability of this clause and shall not hold the Club liable for any damages and/or loss and/or injury suffered or sustained while being present on the premises of the Club and/or utilizing the facilities, equipment and/or services.

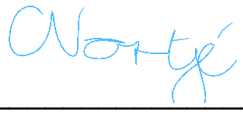
3.4 The member hereby acknowledges that the facts, nature and effect of this clause have been drawn to his/her attention and that he/she has been given adequate opportunity to receive and comprehend the provisions of this whole clause.

3.5 The member hereby agrees and acknowledges that the Company, its subsidiary(s), affiliate(s), directors, employees, contractors, independent consultants will not be liable for death, injury, loss or damage suffered by the member and/or any member(s) through or contributed to in terms of this agreement by any cause whatsoever including but not limited to any gross negligent acts or omissions or breach of contract on the part of the Company, its subsidiary(s), affiliate(s), directors, employees, contractors and independent consultants.

3.6 The member hereby agrees and acknowledges that entering and exiting the premises (inclusive of the parking areas) and use the equipment and facilities are entirely at the member’s own risk.

3.7 The members hereby agrees, that the Company shall not be vicariously liable for any loss or damage suffered by the member and/or other member(s) as a result of theft on the part of its employees, independent contractors, consultants or any other member(s).

3.8 The member hereby indemnifies the Company, its subsidiary(s), affiliate(s), directors, employees, contractors, independent consultants against any claim by any person arising directly or indirectly from death, injury, loss or damage suffered by a member, caused or contributed to by an act or omission by the Company its subsidiary(s), affiliate(s), directors, employees, contractors and independent consultants.



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MEMBER TO SIGN HERE TO ACKNOWLEDGE HIS/HER FULL UNDERSTANDING OF MEANING, EFFECT AND CONSEQUENCES OF THIS CLAUSE (3) THREE

**4. CANCELLATION / TERMINATION:**

4.1 This agreement is valid for the period chosen by the member and mentioned in clause 2.2 above;

4.2 The member may cancel this agreement upon the expiry of its fixed term referred to in clause 2.2 above without penalty or charge;

4.3 The member may cancel this agreement at any time by giving the Club 20 (TWENTY) business days' written notice to the address of the Club subject to:

4.3.1 The member remaining liable for any amount owed to the Club in terms of this agreement up to the date of cancellation; and

4.3.2 The imposition of a reasonable cancellation penalty in contemplation of this agreement enduring for its extended fixed term as chosen by the member in terms of clause 2.2 above.

4.4 The Club may cancel this agreement unliterary by giving 20 (TWENTY) business days written notice to the member whether a member is in breach of this agreement or not.

4.5 The Club shall notify the member not more than 80 (EIGHTY) nor less than 40 (FORTY) business days before the expiry date of the fixed term of this agreement of the impending expiry date including a notice of:

4.5.1 any material changes that would apply should the member choose to review this agreement or to continue with this agreement beyond the expiry date; or

4.5.2 any option available to the member to:

i. terminate the agreement on the expiry date; or

ii. agrees to a renewal of the agreement on a month to month basis requiring 20 business days notice to cancel.

4.6 The notice period mentioned in clause 4.5 above shall only be applicable to a fixed period agreement longer than 40 (FORTY) business days to enable the Club to give such relevant notice. For any fixed term agreement less than 40 (FORTY) business days, the parties agree that a notice period of 5 (FIVE) business days will be a reasonable period for a notice contemplated for in clause 4.5 above.

4.7 Upon cancellation of this agreement as contemplated for in clause 4.5 and 4.6 above, the member remains liable to the Club for any amounts owed to the Club in terms of this agreement up to the date of cancellation and the Club may impose a reasonable cancellation penalty in contemplation of this agreement enduring for its fixed term. The member shall be credited with any amount standing to the credit of the member as of the date of the cancellation of this agreement.



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MEMBER TO SIGN HERE TO ACKNOWLEDGE HIS/HER FULL UNDERSTANDING OF MEANING, EFFECT AND CONSEQUENCES OF THIS CLAUSE (4) FOUR

**5. ALTERNATIVE DISPUTE RESOLUTION:**

Apart from any right or recourse that any of the parties to this agreement may have in terms of the common law or any applicable statute, the member may seek to resolve any dispute with the Club in respect of this agreement by referring such dispute to an alternative dispute resolution agent referred to in Section 70 of the Act.

**6. PLAIN AND UNDERSTANDABLE LANGUAGE:**

6.1 The member hereby confirms that this agreement was presented to him/her in plain language of his/her choice and which he/she understands; and

6.2 The member hereby confirms that the content of this agreement is drafted in the language of his/her choice and that the same is plain and understandable.



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MEMBER TO SIGN HERE TO ACKNOWLEDGE HIS/HER FULL UNDERSTANDING OF MEANING, EFFECT AND CONSEQUENCES OF THIS CLAUSE (6) SIX

**7. CESSION**

To the fullest extent permitted by law, the Club may transfer and/or delegate to any third party the Club's rights and/or obligations under this agreement without the member's consent or notification and you will continue as a member.

## 8. WHOLE AGREEMENT:

8.1 The parties agree that this constitutes the whole agreement between the Club and the member and no amendment, variation or diversion there from will be of any force, effect or binding on any party unless reduced to in writing and signed by both the Club and the member.

8.2 The member acknowledges and agrees that this agreement was properly and fully completed before the member signed it and confirm that the information contained in it is true and correct and are fully understood by the member.

## 9. SEVERABLE

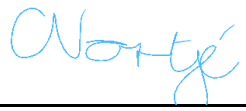
If one or more of the terms of this agreement are found to be unenforceable, such term shall be deemed to be severable from the remainder of this agreement and the agreement shall in all other respects remain in full force and effect.

## 10. POPIA

In accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"), the Club is committed to protecting your privacy and the confidentiality of your personal information. By submitting your membership application, you consent to the collection and processing of personal data including, but not limited to, your name, ID number, contact details, address, emergency contacts, and banking information. This information is collected lawfully and with your consent, and will be used solely for the purposes of administering your membership, processing payments, providing relevant communications, ensuring compliance with legal obligations, and for internal operational purposes. Where you have consented, we may also use your details to inform you of new services or promotions offered by the Club

Your personal information will be stored securely and accessed only by authorised personnel. We undertake not to sell your data or share it with third parties, except where required by law or where necessary for operational or service purposes, such as with payment processors, our management company, or legal authorities. We implement appropriate safeguards to protect your data from loss, misuse, or unauthorised access.

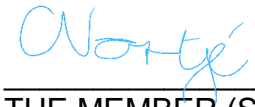
You have the right to access, correct, or update your personal information at any time, to withdraw your consent, and to lodge a complaint with the Information Regulator if you believe your rights have been infringed. For any POPIA-related queries or to exercise your rights, please contact us at info@ipicactive.co.za or visit us at Unit 28, 1st Floor, IPIC Shopping Centre, Aurora, Durbanville, 7550.



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MEMBER TO SIGN HERE TO ACKNOWLEDGE HIS/HER FULL UNDERSTANDING OF MEANING, EFFECT AND CONSEQUENCES OF THIS CLAUSE (10) TEN

DATED AT AURORA ON THIS 2026/11/01



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THE MEMBER (Signature)

In case of a member under 18 years of age such member is duly assisted by the legal guardian who binds him/herself as surety and co-principal debtor on behalf of the member

Lané , with birthdate 2023/12/25 ,

born at:

And

, with birthdate

born at:



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Assisted by LEGAL GUARDIAN (Signature)

FULL NAME: Carla Nortjé
ID No: 9511130067082

DATED AT AURORA ON THIS ##Date##

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THE CLUB/COMPANY (signature)