



OLD MUTUAL GYM APPLICATION FORM

OLDMUTUAL

OPERATED BY THE SPORTS SCIENCE INSTITUTE OF SOUTH AFRICA

Contract start date Contract end date

Date joined Membership no.

ID number

PERSONAL DETAILS

Title Surname

First names Family members

Date of birth

Postal address

Postal code

Telephone: Home Work

Cellphone Email

AFFILIATE DETAILS

Joining fee		Payment Method
Membership fee		
Total		
Receipt		
Initial Payment Due		

SALARY DEDUCTION DETAILS

Staff/Access code Designation

Payment to be made in monthly instalments of (incl. VAT) for a period of months

I shall comply with all terms and conditions as set out on the reverse side hereof and which apply to the use of the various facilities at the SSISA; I acknowledge that I have been given adequate opportunity to read and understand the terms and conditions of this contract, and I hereby agree to be bound thereby.

Signed Old Mutual Signed Member Signed Assisted by (where legally necessary)

Sales Code

I give permission for The Gym @ Old Mutual to send me SMS and Email notifications



TERMS AND CONDITIONS

1 INTERPRETATION – in these terms and conditions

- 1.1 "AGREEMENT" means the contract comes into being between Old Mutual and the member on approval by Old Mutual of the prospective member's application to use and access the gym
- 1.2 "EMPLOYEE" means an employee of Old Mutual Life Assurance Company (South Africa) Limited (Old Mutual) or an employee of any other company associated with Old Mutual by reason of the fact that both companies are managed or controlled direct or indirectly by the same persons
- 1.3 "GYM" means the gymnasium facilities situated in the West Campus at Mutualpark, Pinelands
- 1.4 "MEMBER" means an employee whose application to use and access the gym has been approved by Old Mutual and reference to "member" and to "membership" in those terms and conditions shall not imply membership of any scheme, juristic person or other entity
- 1.5 "NON STANDARD SERVICES" shall mean health and leisure services (in addition to basic access to gym facilities) that the member may choose to utilise at service fees set by Old Mutual or its contractors from time to time for example, fitness classes, therapies, etc.
- 1.6 "SSISA" means Sports Science Institute of South Africa, an association without gain incorporated under the companies Act, Registration No 1994/000250/08. In the event that the new manager or the operator is appointed by Old Mutual in place of SSISA, the benefits stipulated in this agreement in favour of SSISA shall likewise ensure to the benefit of the new manager/operator
- 1.7 "TGP" means the total guaranteed remuneration package of the employee (Applicable to Old Mutual staff only)
- 1.8 The singular form of the word shall be deemed to include the plural and vice versa
- 1.9 Non-employee shall mean all members not on 1.2 example Pinelands residents or Old Mutual

2 MEMBERSHIP AS PART OF TGP - (applicable to Old Mutual employee only)

The member's employer currently offers the member the option of receiving membership of the gym as the benefit forming of his/her TGP, by submitting an application for membership of the gym, the member elects to enjoy the membership of the gym as part of his/her TGP. The member acknowledges that his/her employer may at any time cease to allow the member to enjoy membership as part of his/her TGP.

3 RULES AND REGULATIONS

The member shall be bound by and comply with all rules and regulations of the gym which the member acknowledges to have read and understand. The rules and regulations may from time to time, be amended or amplified and the member shall likewise be bound and comply with same which shall be placed on the notice board to the member on request.

4 MEDICAL AND INDEMNITY

- 4.1 The member agrees to go on a fitness test and medical screening as a pre-requisite to the use of the gym
- 4.2 The member acknowledges that such fitness test and medical screening shall not affect the acknowledgement, indemnity or waiver contained in clause 4.3 and 4.5 hereunder
- 4.3 The member acknowledges that neither Old Mutual nor SSISA shall be responsible for any harm, injury, loss, or damage suffered by the member whether by negligence and/or omission on the part Old Mutual, SSISA and/or any employee or contractor of SSISA or Old Mutual or any other reason whatsoever
- 4.4 The member acknowledges and confirms that neither Old Mutual nor SSISA shall be held responsible for any theft, loss, or damage to property whatsoever nature and howsoever arising which the member may suffer in consequence of or in the process of utilising the gym or service provided at the gym
- 4.5 The member waives all claims of whatsoever nature and howsoever arising and holds both Old Mutual and SSISA free of any liability for any harm, injury, loss or damage which the member may suffer in consequence of or in the process of utilising any of the gym of any service provided at the gym or being supervised or assisted by any employee or agent or contractor of SSISA or Old Mutual

5 MEMBERSHIP, NON STANDARD SERVICES AND GUESTS

- 5.1 Membership entitles the member to utilise and access standard health and leisure facilities which may, at the sole discretion of Old Mutual, from time to time be added to, changed or removed of which the member shall be timeously advised

- 5.2 Non-standard service may in the discretion of Old Mutual be made available at set service fees on the same terms and conditions as set out herein
- 5.3 The member acknowledges liability for any service fees charged in respect of non-standard services rendered to the member
- 5.4 Only member may utilise and access the health and leisure facilities of the gym. In exceptional cases Old Mutual may by prior arrangement allow the member's guest to utilise and access these facilities. Such utilisation and access shall be subject to Old Mutual approval and the prevailing requirements.
- 5.5 The member shall be liable for damage to property at the gym belonging to Old Mutual SSISA caused by the wilful or negligent acts or omission of the member or the member's guest
- 5.6 Old Mutual reserves the right to increase membership fees on an annual basis, provided that such increases shall be in line with the prevailing CPIX

6 ACCESS CARD AND PAYMENT DEFAULT

- 6.1 The standard Old Mutual access cards issued to members who are employee's on a full time basis at MutualPark shall, provided Old Mutual is willing to allow access to the gym, be activated at no additional charges as to allow such access.
- 6.2 There shall be a charge to the member for the issue of replacement access cards in respect of lost or damaged cards
- 6.3 A member shall not be entitled to gain access to the gym without his/her access card
- 6.4 The access card is not transferable and under no circumstances may an access card be used by anybody other than the card holder to the gym
- 6.5 If service fees are in arrears, Old Mutual shall be entitled to deny the member access to the gym and immediately cancel this agreement
- 6.6 If the member fails to make payment of the arrears within 30 days of receiving written notice, Old Mutual shall be entitled to forthwith cancel the agreement together with the member's right to utilise and gain access to the gym. In such event, the member shall remain liable for the full member fee and Old Mutual shall be entitled to retain, as pre-estimated liquidated damages, the full amount the member has paid and in the case of payment by way of monthly instalments, Old Mutual shall be entitled to continue to deduct the member fees by way of monthly deduction from member's salary

7 DURATION

- 7.1 This agreement shall commence on approval of the application form by Old Mutual and shall continue for the duration of the contract term, unless terminated in the event of breach or for the reason set out in 7.2 and 7.3 or in the manner and circumstances set out in 7.4
- 7.2 In the case of Old Mutual employees, this agreement and the member's entitlement to utilise and gain access to the gym, shall automatically terminate if the member's employment is terminated or the member ceases to form part of his/her TGP
- 7.3 The member's agreement shall be considered for cancellation should a member develop a long term medical condition that prevents him/her from exercising. In such event a medical certificate to the satisfaction of Old Mutual must be submitted.
- 7.4 Either party may terminate this agreement at any time by merely giving at least one month's written notice of termination to the other party, provided that the member shall not be entitled to terminate the agreement in this manner during the first 6 months of the agreement

8 BREACH

In the event of the member breaching any of the rules and regulations, or conducting himself or herself in any manner which is determined by Old Mutual to be detrimental to the welfare, good order and character of the gym or otherwise breaching any material term of this agreement, and failing to remedy such breach within 7 days after receiving written notice that it be remedied, Old Mutual shall be entitled to forthwith cancel this agreement together with the member's right to utilise and gain access to the gym and claim damages from the member.

9 WHOLE AGREEMENT, REVIEWED AND AMENDMENT OF AGREEMENT

- 9.1 This agreement constitutes the entire agreement between the parties
- 9.2 No undertakings, representations, warranties or promises of any nature whatsoever, other than as set out herein, have been given by either of the parties and neither party shall be bound by any undertakings, representations, warranties, or promises to any nature whatsoever, not recorded herein.
- 9.3 Save for the rules and regulations which Old Mutual is entitled to amend from time to time, no alteration or variation of, addition to or deletion from this agreement, nor any alteration or variation of this sub-clause, shall be of any force or effect unless it is recorded in writing and signed by the parties