

PEAK GYMS MEMBERSHIP TERMS & CONDITIONS (SOUTH AFRICA)

IMPORTANT NOTE: Client, by agreeing to partake in PEAK's Fitness & Nutrition Program and relative activities, agrees to release PEAK GYMS from ANY and ALL liability due to participation.

By signing this agreement the Client acknowledges that Client has read, understood, and agrees with all terms and conditions in this agreement. In this Membership Agreement, it is agreed between the Client and PEAK that the Client is purchasing, for the benefit of the client, a fitness program membership and training guidance either in- and/or outside of PEAK's facilities. The terms are outlined on the next pages and by signing below the Client is agreeing to all following terms.

The terms in this agreement are in force until canceled OR another Membership Agreement is signed by the client which will at that point overrule any previous agreements between PEAK/Cape CrossFit and the client.

PAYMENT TERMS

- **REFUNDS:** No refunds shall be made for services purchased, except as specifically provided in the Agreement.
- **PEAK OFFERS MONTHLY PAYMENTS:** To be eligible for the lower "monthly rates" a member must use the recurring Card Payment system and have activated their card details before starting their membership
- **PEAK ONLY OFFER CASH PAYERS A MINIMUM OF THREE (3) FULL MONTHS UP FRONT*, OR THE SINGLE MONTH MEMBERSHIP PLAN:** *The 3 months up front membership carries a 15% surcharge vs the recurring monthly membership payments.
- **MINIMUM SIGN UP:** Minimum membership period is a current month's prorate plus an additional three (3) full calendar months to be debited on the PEAK Membership Payment System.
- **UP FRONT PAYMENT:** All PEAK Memberships and services are subject to upfront payment. The card payment is always charged for the month ahead.
- **PAYMENT DATE:** The client can choose their debit date and as such agree to be debited on that date every month, until membership is canceled in alignment with the Cancellation Terms.
- **PRORATE PAYMENT:** The client will be prorated a partial monthly fee based on their START DATE vs PAYMENT DATE. That amount will be payable upon signing up, regardless on when the START DATE is set up to occur.
- **MISSED PAYMENT:** PEAK Reserves the right to attempt to debit a member at any point after a missed debit.
- **LATE PAYMENT PENALTY:** If the Client fails to make payment via the automatic monthly recurring debit, the client will have 3 days to manually make the payment without any added charges. If the client fails to make such payment, PEAK Gyms will add a 10% "Late Payment Fee" to be payable together with the missed payment before access to train is
- **MONTHLY FEES ARE LOCKED IN FOR THE DURATION OF THE COMMITMENT PERIOD:**
The member is guaranteed their fees for as long as the terms of the agreement are still in place. This means that PEAK will not adjust the fees for any client during the Commitment Period, unless the client for instance is no longer eligible to a discount given at the start of the agreement.
- **AUTOMATIC MONTHLY RENEWAL AFTER COMMITMENT PERIOD:** After the first month prorated payment the agreement enters the agreed upon Commitment Period of three (3) OR twelve (12) months and will after that automatically extend by 1 (one) month at a time, unless canceled 30 days ahead of time in writing (confirmed email is sufficient). The fee for each renewal month is the then current rate for the membership in question.

PEAK Reserves the right to increase the members monthly fee after the Commitment Period is over, with a minimum notice period of 30 days to be delivered by PEAK in writing or via Email.

- **CLIENT'S RIGHT TO CANCEL AFTER THE COMMITMENT PERIOD:** The Client has the right to cancel the agreement at any time under provision that the Commitment Period has been fulfilled and all amounts payable by the clients have been paid. The Client must cancel the agreement via the cancellation function in the PEAK APP, with a cancellation period defined as "ANY PAYMENTS SCHEDULED WITHIN THE NEXT 30 DAYS FROM THE CANCELLATION NOTICE IS STILL REQUIRED". Members will acquire training for the relevant period that has been paid for.
- **CLIENT'S RIGHT TO CANCEL DURING THE COMMITMENT PERIOD:** The Client can cancel an agreement during a Commitment Period, but only after at least an initial 3 months. If the clients cancels before the end of their Commitment Period the client will be liable to pay the following fees due to not fulfilling the agreement terms:
 1. Any discount given during the Commitment Period (as an example the balance between a Full Fee and the 10% offered for 12 months Commitment Period x the months that the member has enjoyed such discount).
 2. 20% of any remaining fees payable within the Commitment Period.

DISCOUNT TERMS

- **GENERAL DISCOUNT TERMS:** PEAK offers various discounts as per below. Any TWO (2) Discounts are combinable at the same time. No more than TWO (2) discounts can be combined.
The Discounts are only applicable for as long as the terms for each discount is fulfilled. If a discount requirement is no longer applicable for a Client the Discount will immediately fall away.
As an example: if a Family discount is applicable for two clients but one partner cancels their agreement, the Family Discount will automatically fall off from the remaining partner's PEAK Membership.
- **"PEAK LOYALTY DISCOUNT" - 12 MONTHS COMMITMENT DISCOUNT (10%):** PEAK offers a 10% Discount to anyone that signs their agreement for a 12 month duration. Cancellations within the Commitment Period will be subject to the Cancellation Policy defined above. ***Please read the cancellation terms on the previous page in regards of an early cancellation of a 12 month Commitment Period.***
- **"PEAK FAMILY DISCOUNT" - DIRECT FAMILY MEMBERS (10%):** PEAK offers a 10% discount on any membership while two (2) or more members of the same direct family hold a PEAK membership, AND at least one of those memberships is an adult membership. This ONLY applies to the following Direct family members:
 - Siblings.
 - Parents/Children
 - Spouses (partners cohabiting, proof of residence may be required if not married)
- **"PEAK STUDENT" - SA FULL TIME STUDENTS (20%):** PEAK offers a 20% Discount on any membership for FULL TIME STUDENTS currently studying at a South African institution.. (Proof of registration for each term is required).
- **"PEAK FIRST RESPONDERS DISCOUNT" (10%):** PEAK offers a 10% Discount on any membership for active employees of:
 - Fire Department.
 - Police Department.
 - Ambulance Services.
 (Proof of employment is required.)

CLIENTS RIGHT TO PUT MEMBERSHIP ON HOLD

PEAK does NOT offer ANY Cash Back payments for On Hold Periods - only Free Membership as per below.

- **GENERAL:** PEAK offers clients to put their membership on hold up to THREE (3) times per twelve (12 months) period for a minimum of 14 days at the time. The Client is REQUIRED to give notice for any on hold in advance via the ON HOLD function in the APP.
- **PAID ON HOLD:** PEAK utilizes a "Paid On Hold"-system where the client is still debited throughout an On Hold period and the accumulated On Hold period is given back as Free Membership after 12 months of membership has been paid for, OR at the end of a members Canceled Membership.
This means that if a client cancels their agreement they will be subject to standard cancellation period
- **UNPAID MEDICAL HOLD:** If a client is unable to train at PEAK due to a medical reason PEAK warrants an Unpaid Medical Hold for up to 3 months (if longer PEAK may opt to cancel the agreement), where the client will not be debited for the duration of the absence from training. A doctor's note is required to confirm that the client can/should not participate in the PEAK Training programs.

SCHEDULE CHANGES

PEAK reserves the right to change schedules as needed based on attendance averages, and as needed during for instance Public Holidays.

“FORCE MAJEUR” or other GOVERNMENT RESTRICTION BASED CLOSURES

- **CLOSURE:** PEAK reserves the right to close the boxes in alignment with government regulations.
- **ALL TERMS IN THIS AGREEMENT REMAINS IN PLACE DURING AN ENFORCED CLOSURE PERIOD.**
- **MEMBERSHIP FEES DURING CLOSURE:** PEAK reserves the right to continue to collect membership fees in accordance with a members Membership Agreement in return for offering an online platform for training during such a period of enforced closure.
- **CANCELLATIONS DUE TO ENFORCED CLOSURES:** The standard cancellation terms and periods will be applicable for any cancellation due to enforced closure - regardless if PEAK can offer a training solution that suits the client or not.

GENERAL

- **CLIENT’S DEFAULT:** Client shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, PEAK shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages.
- **ENFORCEABILITY:** The parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
- **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and no other agreement or understanding exists between Client and PEAK. PEAK has made no warranties other than those expressly set forth in this Agreement to induce Client to enter into this Agreement
- **GOVERNING LAW:** This Agreement shall be governed and enforced in accordance with the laws of the Republic of South Africa. In the event litigation is necessary to enforce any of the terms and conditions of this Agreement, PEAK and Client agree that the venue for such action shall exclusively be the home town of the client’s PEAK GYM, in the Republic of South Africa.

www.peakgyms.com • memberships@peakgyms.co.za • (021) 461.0243

CLIENT SIGNATURE: _____

CLIENT FULL NAME: _____

DATE & CITY:: _____