



GETFIT 1 YEAR VIP MEMBERSHIP Terms and Conditions

1. The Contract between you and us.
Your membership Application form and these Terms and Conditions (“Terms”) form the “Contract” between you and us. If you join in a month where there is a promotional campaign, then terms and conditions around this campaign apply.
2. When will my membership start?
Your membership will start on the Start date as set out in your Membership Application form or your online registration process via the website (www.getfitchallenge.co.za).
3. What if I change my mind and want to cancel my membership?
You can write and tell us that you want to cancel your membership within 5 business days of signing this Contract, excluding the day of signature. Provided your cancellation letter is received by your Home Studio within the 5 day cooling-off period, we will refund all payments made by you on return of any promotional items(s) we may have given to you on joining.
4. How long with my membership last?
If you pay monthly debit order:
Your membership will commence on the Start Date and will continue for a fixed period of 12 months (“Commitment period”). At the end of your Commitment Period your membership will automatically continue on a month-to-month basis at the current prevailing membership rate for your Home Studio until such time as you give your Home Studio 20 business day’s written notice to cancel your membership. Please keep proof of your request to cancel your membership.

If you have paid for your membership in full upfront:
Your membership will commence on the Start Date and will continue for a fixed period of 12 months, calculated from the first date of the month following the start date.
5. Reasons for us ending your membership
We may cancel or suspend this contract, at our absolute discretion by writing via email to you which we have on record if:
You engage in any conduct which in our opinion would have a negative effect on us, other members or our staff or is detrimental to the welfare, good order or character of the GETFIT Home Studio or



Any part of your membership fees are not paid in full when due; or
The information you supplied to us is found to be incorrect and/or false; or
We reasonably think you are not physically or mentally not fit to exercise. If you do have an injury or illness that prevents you from continuing training, you must supply us with a signed copy of a medical certificate that verifies your injury or illness. Your contract will only be suspended or cancelled from the 1st date of the month after submission of the proof.

6. Can I end my membership before the end of my Commitment period?

Yes- Only if you pay your monthly membership fee by debit order and you wish to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and pay a cancellation penalty of 30% of the balance of your contract owed to us.

7. Membership fees and increases

Your monthly membership fees will be collected monthly in advance on the 1st date of every month. If you selected a 12-month Commitment Period, your fees will be fixed for 12 months. After your Commitment Period, a price increase can occur when the contract moves over to month to month at the prevailing membership rates.

8. Your personal information

If we want to share you information with anyone else for any other reason, we will do so with your permission. We will use your email address to send confirmation of your membership address or the GETFIT app to keep you up to date with news, offers and promotions. You can opt out of these communications at any time by updating you preferences by emailing you Home Studio

9. The Small Print

- Your membership is personal to you and may not be traded or transferred to another person.
- If you fail to pay your monthly membership fees on the due date, then you will become liable to pay all costs in connection with the collection of the arrears including the legal costs.



- You acknowledge that although a third party may be appointed as the payer of any fees/monthly installments in respect of your Contract, you will remain liable in the event that the payer defaults.
- From time to time we may introduce new services and/or facilities and introduce new membership types. If you wish to make use of any new services or facilities, we require you pay an additional fee.
- If you wish to make changes to your membership, please contact your Home Studio. We may charge you and administration fee for making these changes.
- If your bank details and or/contact details change, please update them by contacting your Home Studio.
- Our Head Office administration email address is admin@getfitchallenge.co.za
- From time to time we may need to temporarily stop providing certain facilities at your Home Studio, where for instance, we need to carry out repairs, maintenance, improvements, or upgrades or for other reasons which are beyond our control. In these cases, where possible, we will allow you to train at another reasonably accessible alternative facility or GETFIT Home Studio for the duration of the temporary closure.
- If one or more of these Terms are found to be unenforceable, such Term shall be deemed to be severable from the remainder of this Contract and the Contract shall in all other respects remain in full force and effect.
- To the fullest extent of permitted by law, we may transfer and/or delegate to any third party our rights and/or obligations under this Contract without your consent or notification and you will continue as a member.
- This Contract contains all the terms and conditions of our agreement and no representation, addition, variation and cancellation of this Contract shall be of any force and effect unless it is in writing and signed by you and us.
- You agree that we may validly serve any notices at the physical address that we have on record for you. Any notice or communication sent by you to us should be posted, emailed or given in person to the admin staff of the Home Studio. Please check with us to confirm that we have received correspondence addressed to us, as we can only action and be bound by notices that we actually receive.
- You acknowledge and agree that this Contract was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that you fully understand it.
- The laws of South Africa apply to this contract.

