

By accepting the T&C's of CrossFit AniWaYa aka WaYa Fitness, trading as WaYa Fitness (PTY) LTD, you automatically accept the waiver accordingly.

1. COMMENCEMENT AND DURATION 1.1 The duration of this Agreement shall be for a month to month period, unless otherwise advised. The member will have the option to renew or terminate the contract under clause 5 of this agreement. It is the sole Responsibility of the member to notify the club in writing of his cancellation after the initial duration. Notifications can be sent to: connect@waya.fitness
2. MEMBERSHIP FEE AND PAYMENTS 2.1 The Membership fee is due and payable, in advance, by the 1st day of every month for the upcoming months services. In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. 2.2 The Member agrees to pay the full membership fee for as long as this Agreement is in effect, regardless of whether the Member is able to attend the program and/or classes signed up for. 2.3 It is the responsibility of the Member to notify WaYa Fitness of any changes to the member's banking details or debit orders that didn't go off. 2.4 Undisputed amounts not received by WaYa Fitness shall be deemed past due. Past due amounts shall at the discretion of WaYa Fitness be subject to a late charge of 2% per month. 2.5 In the event of the Member defaulting on payments and the account is handed over for collection, the Member agrees to pay the collection and or legal charges on a scale as between attorney, collection agent and own client, together with collection commission. 2.6 Any debit order (see last point on debit order mandate) returned "unpaid", will automatically be resubmitted within 3-5 working days, unless agreed otherwise. Double payment debits may also be submitted during the next debit order date. The Member will be liable for a "debit returned" charge of R40.00 per unpaid debit. 2.7 The Club reserves the right to increase the membership fee in its sole discretion by notifying the Member, in writing, 30 days in advance. 2.8 The membership fee is subject to an annual escalation fee according to market standards which will take effect annually.
3. CLASS SESSIONS AND BOOKINGS 3.1 WaYa Fitness makes use of an online booking system to which a member is given access to book and schedule his/her classes. 3.2 Classes are capped and strictly dependent on bookings. 3.3 Should a member not be able to attend his/her class, the member is obligated to cancel his/her class via the online booking system in advance. 3.4 The member may reschedule or move their class via the online booking system if there is an opening available in another class. 3.5 If a member fails to attend a scheduled class and/or fails to reschedule their class, the member will not be entitled to an additional class during the following week. 3.6 WaYa Fitness may at its discretion and as deemed necessary, change or add class days and times to accommodate the growth in membership and programming schedule.
4. COOLING OFF PERIOD 4.1 A member is entitled to cancel this agreement within (5) five days of the date on which the Member signed the agreement. Where a Member exercises his/her rights to cancel the agreement during the cooling-off period, any payments made will be refunded via EFT 4.2 Should the member cancel the agreement during the cooling-off period on a special or promotional membership campaign, the promotional items need to be returned in its original packaging and condition by the

Member. In the event that the Member does not return the items, WaYa Fitness reserves the right to charge the Member for the items at the market related value.

5. TERMINATION 5.1 Notwithstanding anything else contained in this agreement, either party shall have the right at any time to terminate this agreement, in writing, by giving the other party 30 (THIRTY) business days' notice. 5.2 In the event of early termination of this agreement, the member will still be held liable for the monthly membership fee for the remaining duration of the agreement. 5.3 WaYa Fitness reserves the right to terminate a Member's agreement if the member engages in any conduct which in WaYa Fitness's opinion would have a negative effect on WaYa Fitness, its staff or other Members. 5.4 The Member is responsible to verify that no further deductions are made by the Member's Banking Institution from his/her account after cancellation. Refunds will not be done for more than two months.
6. LIMITATION OF LIABILITY 6.1 WaYa Fitness shall not be responsible or held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about WaYa Fitness's premises or facilities, whether or not such loss, damage or injury is occasioned by any act or omission of WaYa Fitness, or anyone else for whose actions the club would be liable in law, or by reason of theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the Club, or any defective facilities of WaYa Fitness, or caused by any sporting activity carried out on WaYa Fitness premises, or by any other cause of whatsoever nature or degree of the part of WaYa Fitness, any Member of WaYa Fitness, and/or any of their officials, employees and or agents. 6.2 Where harm or damage arises from the negligence and or wilful default of a member causing the harm or damage, the said member will be held liable for the harm or damage caused.
7. DOMICILIUM CITANDI ET EXECUTANDI 7.1 The Parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses on page 1 7.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile or email. 7.3 The Parties may by notice to the other Parties change the physical address chosen as its domicilia citandi et executandi to another physical address (where postal delivery occurs in the RSA) provided that the change shall become effective on the 7th Business Day from the deemed receipt of the notice by the other Parties. 7.4 Any notice to a Party:
7.4.1 sent by prepaid registered post in a correctly addressed envelope to an address chosen as its domicilium citandi et executandi shall be deemed to be received on the 7th Business Day after posting; 7.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.
8. CESSION 8.1 This agreement may not be ceded or assigned in any manner whatsoever without the written consent of WaYa Fitness first being obtained in writing. 8.2 Any such cession shall be subject to the terms of this Agreement and any new Members shall be similarly restrained as set out herein. 8.3 WaYa Fitness shall be entitled to require that a new agreement be entered into with such cessionary containing such provisions as are

then standard to the Membership Agreement, including the Club's requirements as to waivers and indemnities. 8.4 WaYa Fitness shall be entitled to require the cessionary to pay the member fees charged by the club for the new Membership Agreement entered into at that time.

9. **DESTRUCTION OR DAMAGE** 9.1 If the buildings on the premises are so damaged by fire, riot, storm, or the like as to be wholly un-tenantable, then this agreement will not terminate, unless otherwise agreed between the parties. 9.2 Should the Member be able, notwithstanding the damage, to enjoy some beneficial use then this agreement will not terminate, but the member will be entitled to a reduction of membership fees commensurate with the extent to which it is deprived of beneficial use. 9.3 WaYa Fitness shall, at its own cost, repair the damage as soon as is reasonably possible in the circumstances.
10. **NON-WAIVER** No failure of WaYa Fitness to exercise any power reserved to it hereunder, or to insist upon strict compliance by the Member with any obligation or condition hereunder, and no custom or practice of the parties invariance with the terms hereof, shall constitute a waiver of WaYa Fitness's right to demand exact compliance with the terms hereof.
11. **SEVERABILITY** Each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation or affect the remaining portions, sections, parts, terms, and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if the Club determines that said finding of illegality adversely affects the basic consideration of the Agreement, the Club, may at its option, terminate this Agreement.
12. **GOVERNING LAW** This agreement shall be governed by the laws of the Republic of South Africa.
13. **JURISDICTION** In terms of section 45 of the Magistrate's Court Act the parties consents, for purposes of enforcing any of its rights in terms of this Agreement, to the jurisdiction of the Magistrate's Court, notwithstanding the amount involved. This clause does not however preclude either party from instituting action in the High Court if he/she should deem it necessary to do so.
14. **BOX RULES** We uphold a set of rules to ensure safety, respect, and a positive environment for all members:
 1. **Respect Equipment:** Treat all equipment with care, returning it to its proper place after use and avoiding dropping weights unnecessarily.
 2. **Practice Proper Etiquette:** Be mindful of others by cleaning up after yourself, refraining from loud or disruptive behavior, and respecting personal space during workouts.
 3. **Safety First:** Prioritise safety by using proper form during exercises, listening to coaches' instructions, and spotting fellow members when necessary.

4. **Supportive Environment:** Encourage and support fellow members regardless of skill level or ability, fostering a welcoming and inclusive community. Refrain from packing up equipment while members are still working on the floor. If you need to leave, arrange for someone to assist in packing your equipment away.
 5. **Communicate Openly:** Address any concerns or issues with coaches or staff in a respectful manner, promoting open communication and constructive feedback.
 6. **Be Responsible:** Take ownership of your actions and decisions, including proper hydration, nutrition, and recovery practices outside class schedules.
15. MISCELLANEOUS PROVISIONS
- 14.1 Whole agreement - This Agreement constitutes the whole agreement between the Member and the Club and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof, this Agreement supersedes any such agreement.
- 14.2 Variation - No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the other parties or their duly authorised representatives.
- 14.3 Independent Advice - Each Party hereto acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and offer.
- 14.4 Marketing - WaYa Fitness may from time to time take photo/video/testimonial footage of members/visitors who use the WaYa Fitness facilities at any given time, for promotional/marketing material for social media and digital platforms in order to promote the brand as well as the facilities and service offerings.
16. DEBIT ORDER MANDATE where applicable **A** I/We hereby authorise where advised in writing, to issue and deliver payment instructions to the Banker for collection against my/our received account at my/our 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 continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 30 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.
1. The individual payment instructions so authorised to be issued must be issued and delivered monthly. If the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Payment instructions due in month may be debited against my account on.
 2. I/We understand that the withdrawals hereby authorised will be processed through a computerised 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. **B. 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. **I/We agree to pay any penalty bank charges relating to this debit order instruction.** **C. 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 were legally owing to you. **D. 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.