

KETTLEFIT (PTY) LTD

Registration Number: 2026/492760/07

MEMBERSHIP AGREEMENT

This Membership Agreement is entered into between **KettleFit (Pty) Ltd** ("KettleFit") and the undersigned member.

1. Purpose

This agreement sets out the terms and conditions governing membership and the use of the facilities, services, programmes, and classes offered by KettleFit.

2. Membership Details

Member Name:

ID / Passport Number:

Date of Birth:

Address:

Cell Number:

Email Address:

Membership Start Date:

3. Membership Types

Selected Membership Package:

The selected membership entitles the member only to the services included in that package.

4. Membership Fees

Membership Fee:

Billing Frequency:

Membership fees are payable in advance.

Failure to make payment may result in suspension or cancellation of membership until all outstanding amounts have been settled.

5. Membership Duration

Membership commences on the agreed start date and continues according to the selected package unless cancelled in accordance with this agreement.

6. Cooling Off Period

Where applicable, members may exercise any rights available under the Consumer Protection Act, 2008.

7. Cancellation

The member may cancel membership by providing written notice.

Any outstanding fees due up to the cancellation date remain payable.

KettleFit reserves the right to deduct any outstanding amounts owed before cancellation becomes effective.

8. Suspension of Membership

Membership may be temporarily suspended due to:

- Medical reasons supported by a medical certificate.
- Extended travel.
- Pregnancy.
- Other circumstances approved by management.

Management reserves the right to approve or decline suspension requests.

9. Access to Facilities

Members may use the facilities during published operating hours.

Certain classes or services may require advance booking.

KettleFit reserves the right to change operating hours, class schedules, instructors, or equipment without prior notice.

10. Code of Conduct

Members agree to:

- Treat staff and fellow members with respect.
- Follow all instructions from coaches.
- Use equipment safely.
- Wipe equipment after use.
- Return equipment after use.
- Wear suitable training clothing and closed training shoes.
- Refrain from abusive, threatening, discriminatory, or inappropriate behaviour.
- Not train while under the influence of alcohol or illegal drugs.
- Respect the privacy of other members.

11. Health Declaration

Members confirm that they are physically fit to participate in exercise.

Members agree to notify KettleFit of any medical condition that could affect safe participation.

Participation remains entirely at the member's own risk.

Medical Condition Disclosed:

12. Indemnity

The member acknowledges that they have read and signed the KettleFit Member Indemnity and Waiver of Liability, which forms part of this Membership Agreement.

13. Personal Property

KettleFit is not responsible for the loss, theft, or damage of personal belongings or vehicles parked on or near the premises.

14. Photography

From time to time photographs and videos may be taken for promotional purposes.

Members who do not wish to appear in promotional material must notify management in writing.

15. Privacy

KettleFit processes personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA).

Personal information will be used only for:

- Membership administration.
- Communication.
- Safety and emergency purposes.
- Billing.
- Legal compliance.

16. Gym Rules

Members agree to comply with all gym rules as displayed on the premises or communicated by management.

Repeated breaches may result in suspension or termination of membership.

17. Changes to Membership Fees

KettleFit reserves the right to review membership fees from time to time.

Members will receive reasonable notice before any fee adjustments take effect.

18. Limitation of Liability

To the fullest extent permitted by law, KettleFit shall not be liable for any indirect, incidental, or consequential loss arising from the use of its facilities or services, except where liability cannot legally be excluded.

19. Governing Law

This agreement is governed by the laws of the Republic of South Africa.

Any disputes shall be subject to the jurisdiction of the South African courts.

20. Entire Agreement

This document, together with the signed Member Indemnity and any applicable membership application, constitutes the entire agreement between the parties.

No verbal agreement shall alter these terms unless confirmed in writing by KettleFit.

MEMBER AGREEMENT DECLARATION

I confirm that:

- I have read and understood this Membership Agreement.
- I agree to comply with all terms and conditions.
- I understand my rights and responsibilities as a member.
- I understand that this agreement is legally binding.

MEMBER SIGNATURE

Member Signature:

Date:

CANCELLATION POLICY

Effective Date: 1 July 2026

This Cancellation Policy forms part of the Membership Agreement between KettleFit (Pty) Ltd ("KettleFit") and its members.

1. Cancellation by the Member

A member may cancel their membership by submitting a written cancellation request to KettleFit by email or in person.

Verbal cancellations will not be accepted.

Membership remains active until the cancellation has been processed.

2. Notice Period

Members are required to provide **30 calendar days' written notice** to cancel their membership unless otherwise agreed in writing by KettleFit.

Membership fees remain payable during the notice period.

3. Outstanding Fees

All outstanding membership fees, personal training fees, and any other amounts owing to KettleFit must be paid in full before cancellation is finalised.

4. Joining Fees

Any joining fee or administration fee paid is non refundable.

5. Membership Fees

Membership fees already paid are non refundable, except where required by applicable law.

Unused gym visits, classes, or personal training sessions may not be exchanged for cash.

6. Fixed Term Memberships

Where a member has entered into a fixed term membership agreement, cancellation before the end of the agreed term may be subject to a reasonable cancellation fee in accordance with applicable South African consumer protection legislation.

7. Month to Month Memberships

Members on month to month memberships may cancel at any time by giving the required written notice.

8. Medical Cancellation

Members who are unable to continue training due to a serious medical condition may request cancellation or suspension by providing a medical certificate from a registered medical practitioner.

Each request will be considered individually.

9. Relocation

Members relocating more than 50 kilometres from the nearest KettleFit facility may request early cancellation by providing proof of their new residential address.

Management reserves the right to approve such requests.

10. Cancellation by KettleFit

KettleFit reserves the right to suspend or terminate membership where a member:

- Fails to pay membership fees.
- Damages gym property.
- Acts in a threatening, abusive, or violent manner.
- Harasses members or staff.
- Fails to comply with gym rules.
- Uses the facilities in an unsafe or unlawful manner.
- Provides false information during registration.

Termination under these circumstances does not remove the member's obligation to settle any outstanding amounts.

11. Refunds

Refunds will only be considered where required by law or where KettleFit, in its sole discretion, approves a refund.

Approved refunds may be subject to deductions for services already provided or administration costs where legally permitted.

12. Membership Suspension

Members may apply in writing to temporarily suspend their membership due to:

- Serious illness or injury.
- Pregnancy.
- Extended travel.
- Other exceptional circumstances approved by management.

Supporting documentation may be required.

13. Personal Training Sessions

Personal training appointments must be cancelled at least **24 hours** before the scheduled session.

Sessions cancelled with less than 24 hours' notice, or missed without notice, may be forfeited.

14. Class Bookings

Members who reserve places in classes are requested to cancel their booking if they are unable to attend.

Repeated failure to attend booked classes without cancellation may result in temporary booking restrictions.

15. Changes to this Policy

KettleFit reserves the right to amend this Cancellation Policy from time to time.

Members will receive reasonable notice of any material changes.

MEMBER ACKNOWLEDGEMENT

I confirm that I have read, understood, and agree to comply with the KettleFit Cancellation Policy.

GYM RULES

Welcome to KettleFit. These rules are designed to create a safe, respectful, and enjoyable environment for all members and visitors.

1. Respect Others

Treat all members, coaches, staff, and visitors with courtesy and respect.

Harassment, intimidation, discrimination, abusive language, or aggressive behaviour will not be tolerated.

2. Follow Coach Instructions

Members must follow all instructions given by KettleFit coaches and staff to ensure safety during training sessions.

3. Appropriate Clothing

Suitable training attire and closed athletic shoes must be worn at all times.

Training without shoes is only permitted during sessions where specifically instructed by a coach.

4. Personal Hygiene

Maintain good personal hygiene.

Please use deodorant and bring a clean towel for every workout.

5. Wipe Down Equipment

Clean all equipment after use using the disinfectant products provided.

6. Return Equipment

Return all weights, kettlebells, mats, resistance bands, and other equipment to their designated storage areas after use.

7. Respect Equipment

Do not misuse, throw, or intentionally damage gym equipment.

Members may be held responsible for damage caused through negligence or misuse.

8. Training Area Safety

Keep walkways clear.

Do not leave weights or equipment where they may create a hazard.

9. Spotting

Request assistance when lifting heavy weights if required.

Do not attempt exercises beyond your ability without supervision.

10. Health and Safety

Do not train if you are ill with a contagious condition.

Inform a coach immediately if you feel dizzy, unwell, or experience pain during exercise.

11. Food and Drinks

Water bottles are encouraged.

Food is permitted only in designated areas.

Glass containers are not allowed in the training areas.

12. Mobile Phones

Keep mobile phone use to a minimum while on the training floor.

Please avoid taking calls that may disturb other members.

13. Photography and Video

Respect the privacy of other members.

Do not photograph or record other members without their permission.

Photography for commercial purposes requires prior approval from management.

14. Children

Children must remain under adult supervision at all times unless participating in an approved KettleFit programme.

Children may not use gym equipment without authorisation.

15. Alcohol, Smoking, and Drugs

Smoking, vaping, alcohol, illegal drugs, and performance enhancing substances prohibited by law are not permitted on the premises.

Members who appear to be under the influence may be refused entry.

16. Care of Personal Belongings

KettleFit is not responsible for lost, stolen, or damaged personal belongings.

Please keep valuables with you at all times.

17. Membership Cards and Access

Memberships are personal and may not be shared or transferred.

Only active members and authorised guests may use the facilities.

18. Respect Operating Hours

Members must complete their workouts before closing time and leave the facility promptly when requested.

19. Emergencies

Follow all emergency procedures and staff instructions during any emergency or evacuation.

20. Compliance

Failure to comply with these rules may result in:

- A verbal warning.
- A written warning.
- Temporary suspension of membership.
- Permanent termination of membership without prejudice to any legal rights available to KettleFit.

KettleFit reserves the right to amend these rules from time to time to promote the safety, wellbeing, and enjoyment of all members.

MEMBER INDEMNITY, WAIVER OF LIABILITY AND CONSENT

This agreement is entered into between **KettleFit (Pty) Ltd** ("KettleFit") and the undersigned member.

By signing this document, I acknowledge that I have read, understood, and voluntarily agree to the following terms.

1. Voluntary Participation

I voluntarily choose to participate in all activities offered by KettleFit, including but not limited to:

- Functional training
- Personal training
- Group fitness classes
- Spin classes
- Strength and conditioning
- Mobility and flexibility training
- Fitness assessments
- Wellness programmes
- Any other activity offered by KettleFit

2. Assumption of Risk

I understand that participation in physical exercise carries inherent risks.

These risks include, but are not limited to:

- Muscle strains and sprains
- Joint injuries
- Falls
- Dehydration
- Dizziness or fainting
- Heart related complications
- Equipment malfunction
- Serious injury
- Permanent disability
- Death

I voluntarily assume all risks associated with participating in any activity at KettleFit.

3. Medical Declaration

I declare that:

- I am physically capable of participating in exercise.
- I have disclosed any known medical condition that may affect my participation.
- I understand that I should consult my medical practitioner before starting an exercise programme if I have any health concerns.
- I will immediately stop exercising and notify a coach if I experience pain, dizziness, chest pain, shortness of breath, or any unusual symptoms.

4. Member Responsibility

I agree to:

- Follow all instructions given by coaches and staff.
- Use equipment correctly.
- Treat equipment with care.
- Respect other members and staff.
- Wear appropriate training attire and footwear.
- Report damaged equipment immediately.
- Train responsibly and within my own physical ability.

5. Release and Indemnity

To the fullest extent permitted by South African law, I hereby release, waive, indemnify, and hold harmless KettleFit (Pty) Ltd, its owners, directors, shareholders, employees, coaches, instructors, contractors, volunteers, agents, and representatives from any claim, liability, injury, illness, loss, damage, costs, or expenses arising directly or indirectly from my participation in any activity or my use of the facilities, except where such loss results from gross negligence or intentional misconduct.

This indemnity extends to any claims brought by my family members, dependants, estate, or legal representatives.

6. Personal Property

KettleFit is not responsible for any loss, theft, or damage to personal belongings, including clothing, jewellery, electronic devices, money, vehicles, or other valuables brought onto the premises.

Members are responsible for securing their own possessions.

7. Membership Suspension or Termination

KettleFit reserves the right to suspend or terminate any membership if a member:

- Endangers others.
- Damages property.
- Behaves aggressively or abusively.
- Fails to follow gym rules.
- Uses illegal substances on the premises.
- Acts in a manner that negatively affects the safety or wellbeing of members or staff.

8. Emergency Medical Treatment

If I become injured or ill while participating in activities at KettleFit, I authorise KettleFit to obtain emergency medical treatment on my behalf if I am unable to provide consent.

I understand that all medical expenses remain my responsibility.

9. Photography and Media Consent

I understand that photographs and videos may be taken during classes, events, or competitions.

I grant KettleFit permission to use these images for marketing, advertising, social media, promotional material, and website content without compensation, unless I notify KettleFit in writing that I do not consent.

10. Privacy

KettleFit will collect and process my personal information only for membership administration, communication, safety, and legal purposes.

My personal information will be handled in accordance with the applicable provisions of the Protection of Personal Information Act, 2013 (POPIA).

11. Rules and Policies

I agree to comply with all gym rules, safety policies, membership terms, and operational procedures as amended from time to time.

Failure to comply may result in suspension or termination of membership.

12. Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Governing Law

This agreement shall be governed by the laws of the Republic of South Africa.

Any dispute arising from this agreement shall be subject to the jurisdiction of the South African courts.

14. Declaration

I confirm that:

- I have read this entire document.
 - I understand its contents.
 - I understand that by signing it I may be giving up certain legal rights.
 - I sign this agreement freely and voluntarily without coercion.
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MEMBER DETAILS

Full Name:

ID / Passport Number:

Date of Birth:

Address:

Mobile Number:

Email Address:

Emergency Contact:

Emergency Contact Number:

MEMBER INDEMNITY DECLARATION

I confirm that:

- I have read and understood this Indemnity, Waiver of Liability and Consent.
- I understand the risks associated with participation in physical exercise.
- I understand that by signing this document I may be giving up certain legal rights.
- I voluntarily accept these terms and agree to be bound by them.

Member Signature:

Date: