

How can I join Virgin Active?

You have to be a Voila! and Resolution Health member in order to activate the Virgin Active benefit. Your membership will be in effect for as long as you remain a Voila! and Resolution Health member, abide by the Voila! rules regarding this benefit and for as long as Virgin Active is a Voila! partner.

Cost

- Principal member pays a once-off joining fee of R750 to Voila! for Virgin Active Club status membership.
- Spouse / Adult Dependant pays a once-off joining fee of R750 + R160 per month to Voila! for Virgin Active **Club** status membership.
- Principal member pays a once-off joining fee of R750 to Voila! as well as an additional monthly fee of R150 for Virgin Active **Premier** status membership.
- Spouse / Adult Dependant pays a once-off joining fee of R750 + R200 per month to Voila! for Virgin Active **Premier** status membership.
- Each Voila! member also pays a R40 (inclusive of VAT) access card fee at any Virgin Active Club.
- Please note: Juniors under the age of 18 years can be added onto their legal guardians Virgin Active membership by paying the applicable access card fee.
- Inter-Club transfers, upgrades and downgrades to Premier or Club status can be done at an additional fee by arrangement with the Voila! call centre.

Joining Procedure:

- You will be required to produce your Resolution Health membership card and identity document at point of sale at Virgin Active.
- Once you have completed all the relevant sections on this application form, you will be granted 10 days access to the Club of your choice.
- During this period, you will need to activate your Virgin Active benefit by phoning the Voila! call centre on 0861 796 6400.
- You might be requested to forward a copy of this contract to voila@resomed.co.za.

NB: Failure to do any of the above may result in you being denied access to all Virgin Active health clubs.

Regular Training:

- To continue enjoying the Voila! Virgin Active benefit, you will need to access the facilities of Virgin Active at least 15 times per quarter (in any 3 month period). No exceptions can be made.
- Remember that it is your responsibility to ensure that visits are accurately recorded by using your access card upon entering the Club.
- Only 1 access per day will count towards the above access requirement.

Cancellation:

Please note that you may not cancel your Virgin Active membership for 12 months. Should Voila! cancel your membership due to your Resolution Health premiums or Voila! membership fees not being paid in full in advance and up to date, or due to you not complying with the compliancy/ training rules, you will be liable to Virgin Active for the remainder of the 12 month contract and month to month thereafter, until proper written notice is given in terms of the my Virgin Active contract.

NB: All rules regarding these benefits are enforced by Voila!. No communication will be entered into by Virgin Active in this regard.

Contract No:

Virgin Active Receipt No:

Date:



Virgin Active South Africa (Proprietary) Limited ("Virgin Active")
Reg. No. 2005/041090/07
VAT Reg. No. 4520223006
www.virginactive.co.za

Dial Contact (Proprietary) Limited ("Resolution Health")
Reg. No. 2000/019425/07
VAT Reg. No. 4520214976
www.resomed.co.za

VOILA! / VIRGIN ACTIVE MEMBERSHIP APPLICATION FORM

(PLEASE COMPLETE IN BLACK INK AND CAPITAL LETTERS)

Home Club Name Consultant Code

Please tick (✓) Club Premier Consultant Name

Membership application between Virgin Active and:

Type of ID ID No.

Date of Birth Title Gender (✓) applicable M F First Name

Surname Postal Address

Cell No. Postal Code

E-mail address Physical Address

Medical Aid Number Postal Code

Next of Kin Name Tel:

I acknowledge that my details may be used by Virgin Active and or third parties for marketing purposes and the like.

Please (✓) the box if you prefer NOT to receive such mailings.

Access Card No.

Where did you hear about Virgin Active?	Through a friend	Radio	Newspaper	TV	Why did you join Virgin Active ?	To manage weight	To get fit	To tone	To socialise
	e-mail	In Club Promotion	Exhibition	Corporate		To build muscle	To reduce stress	Up-grade	
Other	<input type="text"/>				Other	<input type="text"/>			

Health risk rating (✓) Low Medium High

Details of Juniors (under 18 years of age)

I.D. No. Access Card No.

Surname First name

I.D. No. Access Card No.

Surname First name

Monthly debit order details: (for Virgin Active in the event of Resolution Health ceasing to fund your membership fees)

My Current salary date is the of every month I select my Debit Order Date as: (please tick one) on or about my salary date on or about the first banking day of the month

Current Savings Transmission Card

Bank Branch

Acc. No. Branch code

CARD NUMBER EXPIRY DATE

- I warrant that I am duly authorised to enter into this agreement and request, instruct and authorise Virgin Active to draw against my above mentioned account (or any other account to which I may transfer) the instalments for the duration of this agreement.
- I request, instruct and authorise Virgin Active or its assigns, to re-submit my debit order(s) on a date to be decided by Virgin Active in the event that the said debit order(s) is/are unpaid. The authorisation hereby given may not be revoked prior to the expiry of the Commitment Period.
- I hereby consent that Virgin Active or its assigns, may transmit details to credit bureaux of how I have performed in meeting my obligations in terms of this agreement and in the event that I fail to meet my obligations may record my non-performance with such credit bureaux.
- I agree to be bound by the terms and conditions (if applicable) appearing on the reverse side of this membership application.

Signature (payer) _____ Date Signature (legal guardian) _____ Date

Terms And Conditions Of Membership Application

I, the undersigned, hereby irrevocably apply to join Virgin Active through Voila!. I acknowledge that I have read and understand the Terms and Conditions on the reverse of this membership application and in particular the "No liability and indemnity" section and agree to be bound by the Terms and Conditions of this membership application and confirm that I have familiarized myself with the Virgin Active Club Rules in force from time to time. I confirm that I am medically fit to proceed with the normal routine of exercise and accept that it is my responsibility to seek medical advice before participating in any programme or class offered by Virgin Active if I have any concerns over my physical condition.

I have received an access card for myself and for all Juniors listed on this membership application

Number of Access Cards received

I have read and understand the Terms and Conditions of this application appearing on the reverse side of this membership application.

Signature (member) _____ Date

Assisted by legal guardian (Signature) _____ Date

Capacity (mother / father) _____

WELCOME TO VIRGIN ACTIVE!

Your application for membership has been approved subject to:

- signature of this membership application form;
- payment of the joining fee;
- payment of the applicable access card fee(s) to Virgin Active;
- payment of the membership fees monthly in advance to Virgin Active, if applicable.

Your membership will commence on the Start Date, from which date you will be entitled to access the facilities of Virgin Active in accordance with your selected membership type and will continue for a fixed period of 12 (twelve) monthly successive installments ("Commitment Period"). On termination of the Initial Period your membership will automatically continue to be in force for subsequent and consecutive 1 (one) month period(s) until terminated by Resolution Health or yourself (should Resolution Health no longer fund your membership fees) by giving 1 (one) clear calendar month's prior written notice to your Home Club.

Please keep in mind that Virgin Active may at any time withdraw all or part of its facilities for any period in connection with the repair, alteration or refurbishment of the facilities or for any reasons beyond the control of Virgin Active.

Membership fees: You agree and acknowledge that your monthly membership fees may vary depending on the criteria below:

- your selected membership type (Club or Premier);
- your chosen Home Club;
- change in the Virgin Active public retail rate.

Signature (Payer)

Your Virgin Active membership shall continue (should Resolution Health cease to fund your membership fees) for whatever reason, in which event Virgin Active may increase your monthly membership fees in its absolute discretion, provided that the increased monthly membership fees will not exceed the then prevailing public retail rate.

Should Resolution Health no longer fund your membership, then Virgin Active will recover the membership fees from you by way of debit order, which debit orders will be submitted monthly in advance on or about the 1st working day of each month for the duration of your membership.

Should your bank details and/or contact details change, then you undertake to update the information by means of the "Change of Details" form, which can be found at your Home Club. Alternatively you can contact the Virgin Active call centre on **0860200911** and one of our operators will gladly assist you.

Should you fail to pay your monthly membership fee(s) on due date thereof, then the remaining installments of your Initial Period will become immediately due and payable. You will then further become liable to pay all costs related to the collection of any amounts due by you in terms of this agreement including legal costs on the scale as between attorney and own client inclusive of collection commission, if any. Access to Virgin Active's facilities will be denied until such time as Virgin Active has received payment in full of the arrear installment(s) and legal costs, if any.

You agree that Virgin Active may validly serve any notice(s) on your physical address appearing on the front page of this agreement.

You acknowledge that as per the rules of Voila! , you have to visit Virgin Active at least 15 times in any quarter. If not, Resolution Health will cease to fund your monthly membership fee.

Please ensure that your visits are recorded accurately through the use of your Virgin Active access card or by other means approved by Virgin Active. You agree that Virgin Active may provide Resolution Health with information regarding your visits, whilst you are a Voila member. For an update on your visits to Virgin Active visit our members lounge at www.virginactive.co.za.

Please contact Virgin Active's call centre on **0860200911** should you wish to upgrade or downgrade your membership or change your Home Club. You are not entitled to de-activate (freeze) your Virgin Active membership.

Virgin Active may require that you also pay for the usage of services and/or facilities specified from time to time by Virgin Active in accordance with tariff fees which shall be made available to you. The terms of this agreement do not pertain to the charges for such services and/or facilities.

The features of the different types of membership available to Voila! members are set out hereunder:

- **Premier:** Full national reciprocity (excluding Virgin Active Classic Health Club(s)) as well as International access to Virgin Active Health Clubs for an aggregate of 21 days per calendar year.
- **Club:** Use of nominated Virgin Active Health Club only.

If your Home Club ceases to operate, then Virgin Active may terminate this agreement or transfer your membership to a health club within a 5 km radius of your existing Home Club, in which event this agreement will not be terminated. You acknowledge and agree that you shall have no claim for damages against Virgin Active as a result of such transfer or termination.

Juniors (under age of 18 years) will have free access (restrictions apply please consult our Club Rules) to our facilities (excluding Club-V branded facilities) until such time as they attain the age of 18 years subject thereto that the juniors' parent(s) is a Virgin Active member in good standing. The membership type will be similar to that of the parent(s). Juniors appearing on this application form must have and produce access cards.

Virgin Active shall have the right to cancel your membership if you breach the terms and conditions of this agreement or our Club rules in force from time to time or in the event that Virgin Active deems that you are not physically and medically fit to proceed with the normal routine of exercise or if the information you supplied is found to be incorrect and/or false.

In the event of one or more of these terms and conditions being unenforceable same will be deemed to be severable from the remainder of this agreement.

You are not allowed to cede any of the terms of this agreement.

Virgin Active shall be entitled, in its sole discretion, to cede and transfer and/or delegate to any third party all or any of its rights and/or obligations under this agreement without your consent or notification.

This agreement contains all the terms and conditions of our agreement and no representation, addition, variation or cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by all parties.

Notwithstanding the paragraph immediately above, Virgin Active may need to change the terms and conditions of this agreement from time to time. Such changes will be displayed on the notice boards of our Health Clubs and can also be found on www.virginactive.co.za. Please consult the notice boards and our web-site from time to time in this regard.

You acknowledge and agree by your signature below:

- that you have read this entire agreement;
- that the agreement was completed prior to signature by you;
- that the information contained in this agreement is true and correct;
- that you familiarized yourself with the Club Rules in force from time to time (see www.virginactive.co.za for the latest applicable version);
- that you have familiarized yourself with the rules of Voila! in as far as they apply to your Virgin Active membership.

NO LIABILITY AND INDEMNITY:

I agree and acknowledge that Virgin Active South Africa (Pty) Ltd ("Virgin Active") will not be liable for death, injury, loss or damage suffered by me and/or the member(s) and/or my dependants through or contributed to by any cause whatsoever including, but not limited to, any negligent act and/or omission or breach of contract on the part of Virgin Active, its directors, employees, contractors, independent consultants, or other member(s). I agree and acknowledge that I enter upon and exit the premises (inclusive of the parking areas) and use the equipment and facilities entirely at my own risk. In addition, I agree that Virgin Active shall not be liable for any loss or damage suffered by me and/or other member(s) and/or my dependants as a result of theft on the part of its independent contractors, consultants, or other member(s).

I and/or my estate hereby indemnify/ies Virgin Active against any claim by any person, including any minor child(ren) accompanying me, arising directly or indirectly from my death, injury, loss or damage suffered or which arise from the death, injury, loss or damage suffered by a member, allegedly caused or contributed to by an act or omission by Virgin Active, its directors, employees, contractors, consultants, and agents.

COOLING OFF PERIOD:

The payer is entitled to terminate this agreement within 5 (five) days of the date on which the payer signed this agreement, excluding the day of signature as well as Saturdays, Sundays and Public holidays. The intended termination must be conveyed in writing and must be received by an employee of Virgin Active at the club where the membership was purchased "Home Club" within the 5 day period as defined. "In writing" includes the used of facsimiles, telexes, telegrams or phonograms. It is the responsibility of the payer to ensure the notice is received by the Home Club. Virgin Active shall within 5 (five) days as defined above refund all your payments made by the payer and/or reverse any credit card transactions.

Signature (member) Date

Assisted by Legal Guardian Date
(If the member is under 18 years of age)



Membership Application