

Apex Sports Academy

Membership & Cancellation Terms and Conditions

By proceeding with your sign up, you acknowledge and agree to the following Terms and Conditions, in accordance with the Consumer Protection Act No. 68 of 2008 (CPA).

1. Membership Terms

- Your membership begins on the date of sign-up and runs for your chosen initial contract period.
- Each membership contract has a fixed initial term, after which it automatically converts to a month-to-month agreement once the initial fixed term expires, unless cancelled in writing.
- Members will receive written notice (via email) 40 days before the contract expiry date, advising of the upcoming expiry, renewal, and their right to cancel or renew.
- Each membership package is valid for one individual only and may not be shared, transferred, split, or used by any other person.

2. Membership Continuation & Renewal

- After the initial term, your membership continues month-to-month at the same rate unless you choose to cancel or upgrade.
- You may cancel your membership at any time by giving 20 business days' written notice as outlined in the Cancellation Policy below.
- Renewal or continuation constitutes acceptance of the most recent Terms and Conditions and pricing adjustments (if any).

3. Billing & Payments

- Membership fees are billed upfront each month via debit order.
- If you join partway through a month, you will be issued an invoice for a pro-rata amount covering the remaining days of that month. This pro-rata invoice must be settled in full prior to attending your first class.
- Your regular monthly debit order will then run on your selected debit date (25th, 1st or 5th) for the following month's membership.
- *Apex Sports Academy* reserves the right to determine the appropriate billing method where a member signs up close to their selected debit date.
- Memberships are payable via debit order unless otherwise approved in writing by *Apex Sports Academy*.
- Membership payments not received by the 10th of the month will incur a R250 late administration fee, applied to cover reasonable administrative costs associated with follow-up and account management.
- Failure to meet payment terms may result in immediate suspension of training and booking privileges until the account is brought up to date.
- No refunds will be granted for unused training time, except where required in terms of the Consumer Protection Act, or where *Apex Sports Academy* determines, in its reasonable discretion, that a refund is appropriate.

Chargebacks and Payment Reversals

Members agree not to initiate a chargeback, debit reversal, or payment dispute with their bank for any valid membership fee or charge processed in accordance with this agreement.

Should a chargeback or debit reversal occur for a valid payment, the member remains liable for the outstanding amount and any associated bank charges, administration costs, or recovery expenses incurred by *Apex Sports Academy*.

Apex Sports Academy reserves the right to suspend the member's access to all facilities and services until the matter has been resolved and the outstanding balance settled.

4. Cancellation & Early Termination

- You may cancel or change your membership at any time with 20 business days' written notice emailed to apexsportsacademy01@gmail.com.
- Cancelling before the end of your initial fixed-term contract will incur a reasonable cancellation fee amounting to 10% of the remaining contract value, in accordance with the CPA.
- If you cancel and later rejoin, a R1000 rejoining fee applies.
 - *Apex Sports Academy* reserves the right to decline membership applications from individuals who have previously cancelled while accounts were in arrears or who have repeatedly joined and cancelled memberships in a manner that disrupts normal membership administration.
- Membership cancellation requests are confirmed only once acknowledged in writing by *Apex Sports Academy*.
- Membership cancellation requests must be submitted before the next billing cycle. Cancellation does not reverse or refund any membership fees already billed or processed for the current month of membership.

5. Membership Holds (Freezes)

- Memberships may be placed on hold only for medical reasons, and a valid doctor's note must be provided.
- Holds are limited to a maximum of three (3) consecutive months.
- Members on hold will not be billed during the approved hold period.
- Membership holds will not be approved where a member's account is in arrears. Any outstanding amounts must first be settled before a hold can be applied.

6. Facility Access, Conduct & Safety Standards

- Members must conduct themselves respectfully toward staff and fellow members at all times.
- *Apex Sports Academy* maintains a zero-tolerance policy for misconduct, aggression, harassment, or unsafe behaviour.
- Members may not attend classes or access the facility under the influence of alcohol, illegal substances, narcotics, or cannabis. Any member suspected of being under the influence may be denied entry or removed from the premises without refund.
- Members are responsible for any damage caused to property or equipment through negligence or misuse.
- *Apex Sports Academy* reserves the right to suspend or terminate membership for misconduct, unsafe behaviour, or breach of these Terms.

7. Code of Conduct

- All members, visitors and participants are required to comply with the *Apex Sports Academy* Code of Conduct, as amended from time to time.
- The Code of Conduct forms part of the overall membership agreement and is binding on all persons accessing or making use of the facility.
- The Code of Conduct is available on the *Apex Sports Academy* website and may also be provided via email or other communication channels.
- By signing up for membership, attending classes, or accessing the facility, you acknowledge that you have read, understood, and agree to be bound by the Code of Conduct.
- *Apex Sports Academy* reserves the right to take appropriate action, including suspension or termination of membership, in the event of any breach of the Code of Conduct.

8. Health & Safety

- All members must agree to and sign the Waiver & Indemnity before participating in training.
- Participation is conditional upon the member signing and complying with the separate *Apex Sports Academy* Waiver & Indemnity.
- Members must immediately inform staff of any medical issues, injuries, or concerns that arise during their membership.
- *Apex Sports Academy* may deny participation if a member's condition poses a risk to their health or the safety of others.

9. Pricing Adjustments

- *Apex Sports Academy* reserves the right to reasonably adjust membership pricing annually, effective 1 February of each calendar year.
- Members will receive at least 30 days' written notice of any pricing adjustment.
- Continued use of the facilities and/or failure to cancel prior to the effective date constitutes acceptance of the revised pricing.

10. Suspension & Termination

- The Company may suspend or terminate a membership if:
 - Membership payments remain unpaid after the due date;
 - Payment remains outstanding after reasonable follow-up and reminder communication;
 - The member breaches these Terms or gym rules;
 - The member engages in misconduct or unsafe behaviour.
- Suspended members lose facility access until reinstated.
- Rejoining after termination is subject to approval and payment of the R1000 rejoining fee.

11. Communication & POPIA Compliance

- By signing up, members consent to receiving important updates, billing reminders, and gym communication via WhatsApp and/or email.
- All personal information is handled in compliance with the Protection of Personal Information Act (POPIA) and will not be shared with third parties without consent.
- You may update your contact or billing details at any time by contacting apexsportsacademy01@gmail.com.

12. Photography & Media Use

- Photography and media consent are governed by the separate *Apex Sports Academy Waiver & Indemnity*.

13. Operational Changes

- *Apex Sports Academy* reserves the right to amend class schedules, instructors, services, or operational policies with reasonable notice.
- The facility may close temporarily for public holidays, maintenance, or unforeseen circumstances without refund, provided reasonable notice is given.
- *Apex Sports Academy* shall not be liable for any failure or delay in performance where such failure results from events beyond its reasonable control, including but not limited to public health emergencies, government restrictions, utility failures, fire, flood, building closures, or other force majeure events. Where applicable, memberships may be suspended or adjusted in accordance with South African law.

14. General Terms

- These Terms and Conditions form part of your binding membership agreement.
- Ticking the acceptance box during online sign-up constitutes your digital signature and full legal acceptance of this agreement.
- *Apex Sports Academy* may amend these Terms with reasonable notice to members.
- This agreement is governed by the laws of the Republic of South Africa.

15. Debit Order Mandate

By providing my banking details during the online sign-up process and selecting debit order as my payment method, I hereby authorise *Apex Sports Academy* to instruct its bank to debit my nominated bank account for all amounts due in terms of this membership agreement.

I understand and agree that:

- Debit orders will be processed on the selected debit date (1st, 5th, or 25th of each month), or the nearest possible business day thereafter.
- The debit amount may include my monthly membership fee, any pro-rata amounts applicable for the first month of membership, and any additional fees or charges permitted under this agreement.

- This debit order authorisation will remain in force for the duration of my membership agreement and any month-to-month continuation thereafter until the membership is cancelled in accordance with the cancellation provisions contained in this agreement.

I confirm that:

- I am the authorised account holder of the bank account provided during registration.
- The banking details supplied during the online sign-up process are accurate and up to date.

I acknowledge that:

- It is my responsibility to ensure that sufficient funds are available in my account on the scheduled debit date.
- Should a debit order be returned unpaid for any reason, I remain responsible for settling the outstanding amount immediately.

If a debit order fails, Apex Sports Academy reserves the right to:

- Charge the applicable late administration fee where payment remains outstanding after the 10th of the month;
- Suspend class bookings and training privileges until the account has been settled;
- Require settlement of the outstanding amount via EFT, card payment, or another approved payment method; and
- Require an alternative payment method should repeated debit order failures occur.

This authorisation constitutes a valid electronic debit order mandate in terms of the Electronic Communications and Transactions Act 25 of 2002 and the rules governing electronic debit orders in South Africa.

The banking details and debit authorisation captured during the online sign-up process form part of this agreement.

Acknowledgment

By completing the online sign-up process and ticking the acceptance box, you confirm that:

- You have read, understood, and agree to the *Apex Sports Academy* Membership Terms and Conditions, including the debit order authorisation contained therein;
- You are 18 years or older (or a parent/guardian signing on behalf of a minor); and
- You consent to the terms of the *Apex Sports Academy* Waiver & Indemnity and Code of Conduct.