



STUN WELLNESS SPA



TRANSFORMATION MEMBERSHIP AGREEMENT

GENERAL INDEMNITY

I, THE MEMBER, HEREBY CONFIRM THAT I AM PHYSICALLY AND MEDICALLY FIT TO PROCEED WITH THE **STUN WELLNESS SPA BODY TRANSFORMATION (SWSBT)**. I ACKNOWLEDGE AND ACCEPT THAT I WILL CONDUCT THE SWSBT TREATMENTS ENTIRELY AT MY OWN RISK AND HEREBY INDEMNIFY AND HOLD COMPLETELY HARMLESS AND BLAMELESS STUN WELLNESS SPA (PTY) LTD, TOGETHER WITH ALL OF ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, FRANCHISEES, TRAINERS, AND ANY OTHER PERSON INVOLVED IN MY SWSBTM, AGAINST ANY CLAIM, LIABILITY, DAMAGES OR ANY OTHER LOSS WHATSOEVER RESULTING FROM OR RELATED TO MY SWSBTM, WHETHER DIRECTLY OR INDIRECTLY. THIS INDEMNITY EXTENDS TO WAIVING ANY CLAIM OF WHATSOEVER NATURE ARISING PURELY FROM MY PRESENCE AT A STUN WELLNESS SPA PREMISES. THIS INDEMNITY SHALL BE BINDING ON MY ESTATE, EXECUTOR, HEIRS, ADMINISTRATOR, PARENTS OR GUARDIANS.

SPECIFIC TERMS & CONDITIONS

- VALUE ADDED TAX (VAT)** - All Membership fees included in this Agreement are quoted inclusive of VAT and subject to change as regulated by the South African Revenue Services.
- SWSBTM SESSIONS** – At the commencement of and for the duration of the Membership Agreement, the Member may select and book a preferred treatment time slot, subject to availability or choose to book their treatment via our website and Whatsapp, at the Member's STUN WELLNESS SPA. In the event that the Member is unable to attend a pre-booked treatment and the 12/6-hour notice rule has been adhered to, the Member shall be entitled to catch this session up, subject to availability and at the STUN WELLNESS SPA's discretion, and as long as the membership is active and all payments are up to date.
- 12/6 HOUR NOTICE RULE** - STUN WELLNESS SPA enforces a strict 12-hour notice rule for all morning time slots and a strict 6-hour notice rule for all afternoon time slots, which requires the Member to notify their STUN WELLNESS SPA S should they not be able to attend their booked session, in order to qualify for a catch-up session credit, as detailed above.
- MEMBERSHIP AGREEMENT CANCELLATION** - By entering into the Membership Agreement, the Member acknowledges and agrees to abide by the terms of the Agreement, and that should the Member elect to prematurely cancel the agreement for any reason whatsoever, then STUN WELLNESS SPA shall be entitled to a reasonable cancellation penalty in respect of the services to be provided in contemplation of the agreement enduring for its intended term, as set out below:
 - On completion of the initial contractual period, a Member may cancel a Membership agreement by giving one (1) months written notice, to be delivered by the Member to their STUN WELLNESS SPA by email, where no cancellation fee is applicable.
 - STUN WELLNESS SPA may cancel the Membership Agreement by giving one (1) months written notice delivered to the Member, in the event that the Member fails to comply with any terms of the Membership Agreement, unless the Member rectifies the failure within the notice period. Should the Membership Agreement be canceled by STUN WELLNESS SPA, as detailed here, the membership will no longer be active.
 - Memberships are not transferable to other persons.
- COOLING-OFF PERIOD** - In the event that the Member concluded a Membership Agreement with STUN WELLNESS SPA in direct response to a Direct Marketing Campaign operated by STUN WELLNESS SPA, which campaign was directed to the Member personally, by way of either mail or other electronic communication, notwithstanding the Member's other rights to cancel any such Membership Agreement in terms of the provisions of the Consumer Protection Act 68, of 2008, the Member enjoys the right to cancel any agreement resulting from such direct marketing campaign within a 5 day cooling-off period, without reason or penalty, provided that the Member shall not have utilized his/her membership during the cooling-off period, in which case the Member shall be entitled to cancel the agreement in accord with the provisions of clause 6 above.
- MEMBERSHIP FREEZING** – The Member may freeze their Membership for a minimum of 1 month up to a maximum of 2 months in a 6-month cycle for medical reasons only, by providing a medical certificate from a registered medical practitioner, and provided the member is not in arrears. The minimum contract period, where applicable, will be extended by the number of months the membership is frozen.

7. **MEMBERSHIP AGREEMENT EXPIRY, RENEWAL & FEE ADJUSTMENTS:**
8. **Upon the expiry of the Membership Agreement, unless the Member shall have notified STUN WELLNESS SPA no less than one (1) month before its expiry date, the Membership Agreement shall automatically continue on a month-to-month basis, on any amended terms and conditions, including membership fee increases as have been applied during the minimum contract period, until the Member either:**
- 8.1 Cancels the Membership Agreement by giving one (1) month written notice, it being specifically recorded that no Cancellation fee (as set out in clause 6 above) shall be applicable in these circumstances, or
 - 8.2 Enters into a new Membership Agreement with STUN WELLNESS SPA on the prevailing terms and conditions thereof.
 - 8.3 Membership fees will increase on an annual basis, on the 1st of January, at a rate that is linked to CPI and commercial requirements, at the sole discretion of STUN WELLNESS SPA.
9. **PAYMENT METHODS** – The following payment methods are applicable:
- 9.1 **Joining Fee:** The joining fee is payable by the member on commencement of this agreement and is collected from the member, by the Spa, by card or EFT payment. The joining fee is not refundable and includes 3-day detoxing juices. If the membership is canceled for any reason and subsequently the member wishes to rejoin, the applicable joining fee will apply again, at that time.
 - 9.2 **Membership Agreements:** The Member agrees:
 - 9.2.1 to pay via EFT or debit order for all monthly Membership fees due;
 - 9.2.2 That payments made to STUN WELLNESS SPA's Account on either:
 - 9.2.2.1 The 25th day of each month, in advance for the upcoming month, or
 - 9.2.2.2 On the 1st day of the current month.
 - 9.2.3 In the event that any debit order/payment is returned and/or declined for any reason whatsoever, or in the event that the member has canceled the membership Agreement but does not pay the agreed and reasonable Cancellation Fee (as set out in clause 6 above) in accord with the express terms of the signed Membership Agreement, STUN WELLNESS SPA shall be entitled to hand the Client over for immediate Legal Action in order to recover the moneys owing to STUN WELLNESS SPA in terms hereof, and in doing so shall also be entitled to recover all of their associated legal costs on the attorney and own-client scale.
10. **PERSONAL INFORMATION** – STUN WELLNESS SPA understands that the Member wishes the personal information provided herein to remain confidential, and STUN WELLNESS SPA undertakes to take all reasonable and necessary steps to protect the personal information. The Member understands that such measures may not be successful in protecting the information completely, and to the extent that there is any breach of STUN WELLNESS SPA's security measures, the Member shall have no claim against STUN WELLNESS SPA in respect thereof, irrespective of the nature or circumstances of the breach. STUN WELLNESS SPA will not sell or share the personal information with any third party, but may utilize the personal information in order to manage your Membership, as well as to provide you with further information or news on the products, services, special promotions and the like ("promotional communication") offered by STUN WELLNESS SPA from time-to-time.
11. **CHOSEN ADDRESS FOR SERVICE:** The Member has provided his/her chosen address for service on the cover page hereof. STUN WELLNESS SPA's chosen address for service is as follows:
Physical Address: 60 Turaco Street, Norscot, Fourways, 2055
Email: info@stunspa.co.za