



MEMBERSHIP AGREEMENT

entered into between:

TRIALFUN PROPRIETARY LIMITED
Registration Number: 2019/089967/07
trading as TRAILFUN
(hereinafter "**TrailFun**")

and

THE MEMBER
WITH DETAILS AS COMPLETED IN THE ONLINE MEMBERSHIP APPLICATION
(hereinafter "**the Member**")

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise indicates:

1.1.1. "**this Agreement**" means this membership agreement entered between TrailFun and the Member, the terms and conditions of which the Member agreed to be bound by subscribing for the Membership and submitting the Online Membership Application (as indicated on the Website);

1.1.2. "**Business Day**" means any day which is not a Saturday, Sunday or South African public holiday;

1.1.3. "**Joining Fee**" means the once-off joining fee payable by the Member on commencement of the Membership under this Agreement in accordance with clause 4 below;

1.1.4. "**the Member**" means the member subscribing for the Membership via the Online Membership Application, as more fully described in said Online Membership Application;

- 1.1.5. **"the Membership"** means the membership of TrailFun Hero for which the Member subscribes via the Online Membership Application, which membership is subject to the terms and conditions contained in is Agreement;
- 1.1.6. **"Membership Option"** means the membership option [i.e. i.) month-to-month membership with 30 days' notice; ii.) 12-month commitment payable monthly; or iii.) annual membership payable in advance] selected by the Member in the Online Membership Application;
- 1.1.7. **"Membership Fee"** means the fee payable by the Member in respect of the Membership set out in the Online Membership Application read with clause 4 below;
- 1.1.8. **"the Online Membership Application"** means the online application in respect of the Membership on the Website;
- 1.1.9. **"TrailFun"** means Trailfun Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa, with registration number 2019/089967/07 of 62 Oakland Hill Road, Milnerton Rural, Western Cape, 7441; [1.1.9](#)
- 1.1.10. **"the Website"** means TrailFun's website which can be accessed at www.trailfun.co.za.
- 1.2. Reference to day(s), month(s) or year(s) will be construed as calendar day(s), month(s) or year(s). Where any numbers of days are prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day. Should the day for payment of any amount due in terms of this Agreement fall on a day other than a business day, then the due date for such payment will be the next succeeding business day.
- 1.3. A reference to any statutory enactment will be construed as a reference to that enactment as at the signature date and as amended or re-enacted from time to time.
- 1.4. The rule of construction that the contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply.

2. CONSUMER PROTECTION ACT NOTICE

In light thereof that the Membership is offered in the ordinary course of TrailFun's business, and the Member is a natural person, this Agreement is subject to the Consumer Protection Act No. 68 of 2008 (hereinafter "CPA"). Clauses 3 to 5, 7 to 11, to 13 and 13.5 are specifically brought to the attention of the Member, as required in terms of the CPA, as these clauses may constitute a limitation of liability of TrailFun, an assumption of liability by the Member and/or an acknowledgement of a fact by the Member.

3. COMMENCEMENT, INITIAL PERIOD & AUTOMATIC RENEWAL

- 3.1. The Membership will commence upon the Member's Online Membership Application being submitted successfully [which includes, but is not limited to, the Member selecting his/her chosen Membership

Option, confirming his/her details and making payment of the first month's Membership Fee and the Joining Fee (if applicable)].

- 3.2. The initial period of this Agreement will be either 1 (one) year or on a month-to-month basis in accordance with the Member's chosen Membership Option (hereinafter "**Initial Period**"). The Initial Period of the Membership is accordingly as set out in the Online Membership Application and dependent on the Membership Option selected by the Member.
- 3.3. On the expiration of the Initial Period the Member will have the option to either renew or cancel his/her Membership under this Agreement.
- 3.4. The Membership under this Agreement, if not renewed or cancelled at expiration of the Initial Period, will automatically continue indefinitely on a month-to-month basis, until renewed or cancelled on 20 (twenty) business days written notice pursuant to clause 8 below. The applicable monthly membership fee during the aforesaid period will be TrailFun's then prevailing membership rate for the "*month-to-month membership*"-Membership Option.
- 3.5. Where the Initial Period of the Membership is 1 (one) year, TrailFun will, not more than 80 (eighty) and not less than 40 (forty) days before the expiry of the Initial Period, notify the Member in writing of the impending expiry date of the Initial Period, including a notice of: i.) any material changes that would apply if the Membership under this Agreement is renewed or otherwise continues beyond the expiry date of the Initial Period; and ii.) the choice of the Member to either cancel the Membership under this Agreement on the expiry of the Initial Period or renew the Membership under this Agreement, subject to material changes, for a further fixed term.

4. FEES AND CHARGES

- 4.1. The Joining Fee and Membership Fee are as set out in the Online Membership Application and are dependent on the Membership Option selected by the Member.

Joining Fee

- 4.2. Except for the Membership Option in terms whereof the Member's annual Membership Fee is payable in advance, TrailFun charges a once-off Joining Fee for all other new memberships. This Joining Fee is payable by the Member together with the first monthly Membership Fee as contemplated in clause 4.5 below.
- 4.3. The Joining Fee includes 1 (one) membership card (which amongst others the Member may be required to present in order to qualify for any discounts offered by TrailFun). If the Member loses his/her membership card, he/she will need to purchase another membership card from TrailFun.
- 4.4. The Joining Fee is not refundable, unless the Member has exercised his/her right to cancel the Membership under this Agreement during the Cooling-Off Period referred to in clause 7 below.

Membership Fee

- 4.5. The first monthly Membership Fee, together with the Joining Fee (if any), will be payable by credit card/ cheque card (Visa or Master Card) or instant electronic fund transfer (hereinafter "**EFT**") (via PayFast) into TrailFun's nominated bank account upon commencement of the Membership under this Agreement (as contemplated in clause 3.1 above). A *pro rata* Membership Fee payment will apply in respect of the first month of the Membership, should the Membership under this Agreement not commence on the first day of the relevant month. For purposes of this clause 4.5, the aforesaid *pro rata* Membership Fee will be calculated as follows, should the Online Membership Application be submitted successfully –
- 4.5.1. before the 10th day of the month, the full monthly Membership Fee shall be payable by the Member;
- 4.5.2. after the 10th day of the month, 50% (fifty percent) of the full monthly Membership Fee shall be payable by the Member; and
- 4.5.3. after the final event hosted by Trailfun in that particular month, such member shall pay the full monthly Membership Fee for the following month.

[4.54.24.5](#)

All further monthly Membership Fees is due and payable by the Member, in advance, via PayFast by no later than the first business day of every month, unless clause 4.6 or 4.8 below applies to the Membership. In order to facilitate his/her monthly payment of the Membership Fees via PayFast, the Member will receive an e-mail containing a link to set-up a stop order (which will *inter alia* require that the Member enters his/her credit- or debit card details and elect the day of the month on which the monthly Membership Fees will be deducted from his/her account).

- 4.6. If the Member selected the Membership Option in terms whereof the Member's annual Membership Fee is payable in advance, the Member's total Membership Fee for the entire year is due and payable by the Member, in advance, on commencement of the Membership under this Agreement (as contemplated in clause 3.1 above) by credit card/cheque card (Visa or Master Card) or instant EFT (via PayFast) into TrailFun's nominated bank account.[4.24.54.64.17](#)
- 4.7. If the Member selected the month-to-month Membership Option, such Member may elect (as an alternative to a stop order) to make payment of the monthly Membership Fee by EFT directly into TrailFun's nominated bank account with the following details –

Bank: Mercantile Bank
Account Holder: TrailFun
Account Type: CurrentAccount

Account Number: 105 085 839

Branch Code: 450105.

- 4.8. The Member will pay the full Membership Fee for as long as the Membership under this Agreement is in effect, regardless of whether the Member is unable to attend any of the events hosted by TrailFun or the Membership is otherwise not used.
- 4.9. TrailFun reserves the right to
- 4.10. at any time increase the monthly Membership Fee for any reasonable commercial reasons, provided that written notification of such increase is given to the Member 30 (thirty) calendar days before such increase will be effective and the Member will be entitled to cancel the Membership under this Agreement, without penalty, if he/she does not accept such increase, provided further that if no response is received before such effective date, the Member will be deemed to have accepted such increase and the Membership under this Agreement will continue subject to such new Membership Fee.
- 4.11. The Membership Fee is subject to an annual price adjustment of the Membership Fee, capped at not more than 10% (ten percent), and which will take effect on each anniversary of the date of commencement of the Membership under this Agreement.

Other charges and/or payments: Debit order authorisation

- 4.12. All Membership Fees quoted on the Website are in South African Rand (ZAR). Membership Fees are quoted are either per month or per year, as indicated on the Website.
- 4.13. Without prejudice to any other right, TrailFun will be entitled to charge interest at the rate of 2% (two percent) per annum on any Membership Fee not paid on the due date for payment, from due date for payment until date of payment, calculated daily and compounded monthly on the amount outstanding.
- 4.14. In the event of the Member defaulting on any payments, and the account is handed over for collection, the Member agrees to pay all costs in connection with collection of the arrears, including legal costs on an attorney and own client scale.
- 4.15. To the extent which the Member is to make payments under this Agreement by debit order from the bank account nominated in the Online Membership Application completed by the Member:
- 4.15.1. the Member hereby authorises TrailFun and/or its authorised debit order collection company, to debit the monthly Membership Fees, and all other amounts due and payable by the Member in terms of this Agreement, on the due date for payment, from the bank account nominated in the Online Membership Application completed by the Member, for the duration of this Agreement. The Member undertakes to ensure that sufficient funds will be available from the account, and authorise TrailFun to re-submit the debit order if the debit order was unsuccessful.

The Member agrees to pay any penalty bank charges relating to any re-submission of a debit order instruction. The Member authorises TrailFun to disclose to any credit bureau any information concerning the Member's credit profile and profile history;

- 4.15.2. any debit order returned unpaid, will automatically be resubmitted within 5 (five) business days, unless agreed otherwise. Double payment debits may be submitted on the next payment date for Membership Fees should the previous months Membership Fee remain unpaid, together with any interest thereon;
- 4.15.3. the Member will be liable for a debit returned charge of R 40.00 (forty Rand) per unpaid debit in addition to any penalty bank charges relating to any re-submission of a debit order instruction; and
- 4.15.4. the Member must notify TrailFun of any changes to the Member's banking details completed by the Member in the Online Membership Application or should any debit order not be effected.

5. THE MEMBERSHIP

- 5.1. The Member will be entitled to all the rights and privileges exercisable for the Membership Option selected by the Member, as set out in the Online Membership Application or otherwise on the Website, which includes, without limitation, the following:
 - 5.1.1. 1 (one) free automatic entry to every event hosted by TrailFun. TrailFun hosts 22 (twenty-two) events each year – 2 (two) events each month, except for December and January when it hosts one (1) event each in of these months. The dates of these events are per the events calendar published on the Website;
 - 5.1.2. the above includes that the Member may run any distance, and has the option to upgrade or downgrade to any distance, at no extra cost;
 - 5.1.3. virtual attendance of any TrailFun event (while still being eligible to receive an event medal) within 10 (ten) days from the original event, should the Member be unable to attend the event hosted by TrailFun;
 - 5.1.4. 1 (one) free entry for a friend of the Member for every 3 (three) months the of consecutive membership of the Member; and
 - 5.1.5. discounts at participating wine farms and sport retailers, as listed on the Website, and on up to 6 (six) bottles of event wine.
- 5.2. TrailFun may request the Member to first present his/her membership card or other form of satisfactory identification (such as an his/her identity document, student card, driver's license) in order to for the Member to claim/enjoy any of the above rights and privileges attaching to the Membership. Shared

access to any such membership rights and privileges by the Member with a non-member, will constitute a material breach of this Agreement as contemplated in clause 8.5 below.

- 5.3. Should an event be cancelled by the venue or farm where it was to take place for the general public due to the COVID-19 pandemic and/or regulations promulgated or lockdown restrictions imposed in response thereto, the Member will still be entitled to attend the scheduled event, which may be held at an alternate venue, unless the applicable regulations or lockdown restrictions too prohibits such a members only race.
- 5.4. If, notwithstanding clause 5.3 above, TrailFun is prevented from carrying out any of its obligations under this Agreement by any cause beyond its reasonable control (which shall include, without limitation, acts of god or state, riots, strikes, lock-outs, war or enemy action, fire, explosion, floods, civil commotion, pandemics or regulations promulgated in response thereto), then and in that event, TrailFun shall be relieved of its responsibilities to fulfil its obligations under this Agreement as a result of such event while it prevails.

6. FREEZING/SUSPENSION & MIGRATION OF MEMBERSHIP

- 6.1. The Member is entitled to freeze or suspend the Membership under this Agreement, for a minimum period of 1 (one) full calendar month and a maximum period of 3 (three) calendar months within any 12 (twelve) month period, if the Member suffers from an ongoing medical condition/illness/injury preventing the Member from using the Membership. In all other cases, the freezing or suspension of the Membership under this Agreement by the Member will only be permitted with the prior written consent of TrailFun.
- 6.2. The Member may not trade, transfer or assign the Membership under this Agreement to any another person nor may the Member permit another person to otherwise use any of the rights and/or privileges attaching to the Membership.

7. COOLING-OFF PERIOD

- 7.1. The Member is entitled to cancel the Membership under this Agreement within 5 (five) business days of the date on which the Member agreed to be bound to the terms and conditions of this Agreement by subscribing for the Membership and submitting the Online Membership Application (as indicated on the Website) (hereinafter "**Cooling-off Period**").
- 7.2. Should the Member exercise his/her right to cancel the Membership under this Agreement during the Cooling-off Period: i.) any payments already made will be refunded to the Member by way of EFT or reverse credit card transaction; and ii.) any promotional items (such as the TrailFun Hero neck gaiter) received by the Member upon taking up the Membership, must be returned by the Member to TrailFun in its original packaging and condition. Should the Member fail to return such items and/or the items are damaged, TrailFun reserves the right to charge the Member for the items at the market related value, or diminished market value, as the case may be.

8. CANCELLATION

- 8.1. Notwithstanding anything else contained in this Agreement, the Member will have the right, at any time, to cancel this Agreement by giving TrailFun 20 (twenty) business days written notice of his/her intention to cancel.
- 8.2. For the avoidance of any doubt, it is confirmed that notification of cancellation in terms of clauses 3.3, 7.1 and/or 8.1 of the Membership under this Agreement must be given to TrailFun in writing to hero@trailfun.co.za and no verbal communication of cancellation to a representative of TrailFun or otherwise will constitute satisfactory notice of cancellation. 8.2
- 8.3. Upon cancellation of this Agreement in accordance with clause 8.1 above, the Member will remain liable for all amounts owing under this Agreement up to the effective date of cancellation.
- 8.4. If the Member selected a Membership Option in terms whereof the Initial Period of the Membership is 1 (one) year, and subsequently wishes to cancel this Agreement early before the expiry of such Initial Period, TrailFun will charge a reasonable penalty fee in an amount equal to not more than 30% (thirty percent) of the balance of the Membership fee payable in respect of the Initial Period then remaining, which reasonable cancellation penalty amount is to be determined by TrailFun in accordance with regulation 5(2) of the CPA.
- 8.5. TrailFun will be entitled to cancel this Agreement should the Member commit a material breach of this Agreement and fail to rectify such breach within 5 (five) business days of receipt of written notice from TrailFun calling upon him/her to do so. For purposes of this clause 8.5, a material breach will include, but not be limited to: i.) should the Member engage in any conduct which, in TrailFun's opinion, could have a negative effect on TrailFun, its staff or other Members; ii.) information supplied by the Member in the Online Membership Application or otherwise is found to be incorrect/false; and iii.) any amount owing by the Member under this Agreement is not paid in full on the due date for payment.
- 8.6. The Member's debit order (if any, in terms of clause 4.17) will only be terminated following cancellation once all amounts owing by the Member to TrailFun in terms of this Agreement have been paid. It is the Member's responsibility to verify that no further deductions are made by the Member's banking institution from his/her account after the effective date of cancellation of the Membership under this Agreement and all amounts owing have been paid as aforesaid. Any overpayments will be refunded less an administrative charge of R 40.00 (forty Rand) per overpayment (in addition to any bank charges relating to any reversal of a debit order instruction).
- 8.7. Upon termination of this Agreement, the Membership will cease and the Member will no longer enjoy any of the rights and privileges attaching to the Membership.
- 8.8. Should the Member wish to take up membership with TrailFun again following cancellation, the Member will have to re-join, which will amongst others involve paying the Joining Fee again.

9. ACKNOWLEDGEMENTS AND WARRANTIES BY THE MEMBER

The Member hereby warrants, declares and acknowledges that:

- 9.1. the information given by him/her in completing the Online Membership Application is true and correct and will be relied upon by TrailFun;
- 9.2. to the best of such Member's knowledge and belief, he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort, well-being or physical condition;
- 9.3. the Member acknowledges that it is his/her responsibility to ensure that he/she is medically fit to exercise and to seek medical advice or consult a physician, who has approved his/her contemplated activities and has declared him/her medically and physically fit to partake in events hosted by TrailFun, before engaging in any such activities or events, should he/she have any concerns over his/her physical condition; and
- 9.4. the Member will regularly familiarise himself/herself with and abide by any rules of membership which may be imposed by TrailFun from time to time.

10. LIMITATION OF TRAILFUN'S LIABILITY

- 10.1. The Member understands and agrees that the taking up of the Membership and participating in the events hosted by TrailFun involves inherent risk of injury to persons and property, and further that certain risks associated with exercising and participating in the events hosted by TrailFun can cause serious injury or even death. The Member undertakes to participate in any event hosted by TrailFun entirely at his/her own risk and responsibility.
- 10.2. The Member (and his/her estate) waives all claims which he/she (or his/her estate) might have against TrailFun, any individual, organiser or official, marshal, assistant, helper or agent, the sponsors, any local authority or land owner arising from his/her participation in events hosted by TrailFun, and indemnifies TrailFun in respect of any claim which may arise directly or indirectly as a result of his/her partaking in any such events or as a result of any act or omission by TrailFun, any individual, organiser or official, marshal, assistant, helper or agent, the sponsors, any local authority or land owner, whether negligent or otherwise (excluding gross negligence).
- 10.3. TrailFun, any individual, organiser or official, marshal, assistant, helper or agent, the sponsors, any local authority or land owner will accordingly not be responsible or held liable for any loss (including consequential losses), damage, illness, death, trauma or injury suffered by the Member or his/her dependents or caused to any person or property as a result of such Member voluntarily attending and participating in any event hosted by TrailFun, whether or not such loss, damage or injury is occasioned by any act or omission of TrailFun negligently or otherwise (excluding gross negligence) or anyone else for whose actions TrailFun would be liable in law.

11. RULES

The Member agrees to abide by all rules of TrailFun or that of one of its partners, from time to time, which rules will include at a minimum that:

- 11.1. neat and appropriate exercise clothes must be worn to any event hosted by TrailFun;
- 11.2. offensive behaviour and swearing will not be tolerated; and
- 11.3. any other rules as may be imposed by the venue or farm where the event is to be hosted by TrailFun.

12. MINORS [PERSONS UNDER 18 YEARS OF AGE]

12.1.

12.2. **[Alternative clause]** By taking up a membership on behalf of a minor:

- 12.2.1. the Member represents and warrants that he/she is the parent or legal guardian of the minor and has the necessary legal authority to enter into this agreement on their behalf;
- 12.2.2. the Member agrees that these terms and conditions shall apply equally to such minor;
- 12.2.3. The Member hereby indemnifies TrailFun in respect of any claim by such minor for any loss (including consequential losses), damage, illness, death, trauma or injury suffered by the minor which may arise directly or indirectly as a result of such minor partaking in any such events or as a result of any act or omission by TrailFun, any individual, organiser or official, marshal, assistant, helper or agent, the sponsors, any local authority or land owner, whether negligent or otherwise (excluding gross negligence).

13. PROTECTION OF MEMBER'S PERSONAL INFORMATION

- 13.1. The information collected by TrailFun for purposes of this Agreement, may include the following information: i.) name, surname and contact details; ii.) credit/debit card details; and iii.) and any other personal information supplied by the Member in completing the Online Membership Application.
- 13.2. The Member must, as soon as possible, inform TrailFun in writing of any change in personal information to enable TrailFun to update the Member's personal information accordingly.
- 13.3. The reasons why TrailFun requires the above information include: i.) to provide the services and/or products relating to the Membership; ii.) internal record keeping and administrative purposes; iii.) to improve services and/or products offered by TrailFun; iv.) to procure the processing of payment of the Membership Fee etcetera.
- 13.4. TrailFun is committed to ensuring that the Member's privacy is protected. Should TrailFun require the Member to provide certain personal information, such information will only be used in accordance

with the provisions of the Protection of Personal Information Act No. 4 of 2013 ("**POPIA**"). This includes that TrailFun will:

- 13.4.1. treat the Member's personal information as strictly confidential;
 - 13.4.2. take appropriate measures to ensure that the Member's personal information is kept secure and is protected against unauthorised or unlawful processing, disclosure or access, and promptly notify the Member if TrailFun becomes aware of any unauthorised use, disclosure or processing of his/her personal information;
 - 13.4.3. provide the Member with access to his/her personal information to view and/or update personal details;
 - 13.4.4. upon request, promptly return or destroy any and all of the Member's personal information in TrailFun's possession or under its control, save for that which TrailFun is legally obliged to retain; and
 - 13.4.5. not retain the Member's personal information longer than the period for which it was originally needed, unless required by law to do so, or the Member consents to TrailFun retaining such information for a longer period.
- 13.5. Notwithstanding the above, whilst TrailFun will do all things reasonably necessary to protect the Member's right of privacy, TrailFun (to the extent permitted by law) cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of personal information, whilst in TrailFun's possession, made by third-parties who are not subject to TrailFun's control, unless such disclosure is as a result of gross negligence on the part of TrailFun.
- 13.6. TrailFun may periodically send promotional e-mails about new products, special offers or other information using the email address provided by the Member in the Online Membership Application. However, the Member will be given the option to cancel his/her subscription from any such mailing list.

MARKETING MATERIAL

TrailFun reserves the right to take photographs of the events hosted by it for marketing purposes and the Member hereby consents to his/her incidental inclusion in same.

14. NOTICES

- 14.1. Each of the parties chooses their respective addresses set forth below for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement –

TrailFun: 62 Oakland Hill Road, Milnerton Rural, Western Cape 7441.

E-mail: hero@trailfun.co.za

The Member: The physical- and e-mail address as specified by the Member
in the Online Membership Application.

- 14.2. Any notice or communication will be valid and effective only if in writing which will include notice by email.
- 14.3. The Member must give TrailFun written notice of any change in his/her details (including his/her physical- and e-mail address) to hero@trailfun.co.za.

13.113.113.3

GENERAL

- 14.4. Non-waiver: No failure of TrailFun of any power reserved to it in terms of this Agreement, or to insist upon strict compliance by the Member with any obligation or condition hereunder, and no custom or practice of the parties in variance with the terms of this Agreement, will constitute a waiver of TrailFun's right to demand exact compliance with the terms thereof.
- 14.5. Severability: Each section, part, term and/or provision of this Agreement will 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, it will 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 while invalid sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement, provided, however, that if TrailFun determines that such finding of illegality adversely affects the basic consideration of this Agreement, TrailFun, may at its option, terminate this Agreement.
- 14.6. Cession and assignment: TrailFun may cede, delegate or otherwise deal with any of its rights or obligations under this Agreement, and in such event "TrailFun" will include such cessionary, delegate or successor in title. This includes that TrailFun may assign the benefit of this Agreement to a third-party on notice to the Member, provided that the Member's rights under this Agreement will not be prejudiced.
- 14.7. Governing law: This Agreement will be governed by the laws of the Republic of South Africa.
- 14.8. Jurisdiction: In terms of section 45 of the Magistrate's Court Act the parties' consent, for purposes of enforcing any of their rights in terms of this Agreement, to the jurisdiction of the Magistrate's Court, notwithstanding the amount involved.
- 14.9. Whole agreement: This Agreement constitutes the whole agreement between the Member and TrailFun 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.

- 14.10. 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 will be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.
- 14.11. Independent Advice: Each party hereto acknowledges that he/she/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 he/she/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.