

MEMBERSHIP TERMS AND CONDITIONS



The following Membership Terms & Conditions govern the rights and obligations of GYMMBOXX Pte. Ltd ("The Company"), and Members thereof. It is important that you have read and understood all the terms and conditions stated herein before signing this Agreement. Each member who signs below will be individually and severally bound by the Agreement.

GYMMBOXX Pte. Ltd. ("The Company") operates gymnasiums for the provision of fitness facilities/services and has appointed a management team ("The Management") who are responsible for the operations of the Club and its facilities/services for Club Members.

Important T&Cs to take note:

- i. **Membership is non-refundable and non-transferable under any circumstances. All Fees are subject to the prevailing Goods & Services Tax (GST).**
- ii. **Administration Fee of S\$100.00 and Membership Access Card Fee S\$40.00 applies for Recurring and Repayment for new sign ups. ([Refer to clause 2.14](#))**
 - a. **The Administration Fee applies for both new sign ups and renewals done after seven (7) days of Membership expiry.**
 - b. **A replacement card fee of S\$40.00 applies upon Membership renewal for lost and damaged cards. You MUST NOT allow anyone else to use your Membership Access Card, the fee paid for Membership Access Card is non-refundable under any circumstances whatsoever. ([Misuse of card / Tailgating will result to termination of Membership with immediate effect, and the balance of this Agreement may be declared due and payable in full immediately.](#))**
- iii. **Applicants are required to have their photos taken and fingerprint registered to their Membership Access Card for identity verification purposes and authorized access to all clubs via our access control systems. ([Refer to clause 2.4](#))**
- iv. **Upon Sign-up, you will get full access to all clubs, and you will be assigned a home club based on where you signed up. If you primarily visited another Corporate/Franchise-owned Club at another location over a minimum period of fifteen (15) times within a month, your current Membership Home Club may be transferred to that Club. Recurring and Repayment Members will be required to pay the Membership Fees at the prevailing rate of the New Club. The criteria may be amended at the sole discretion by the Management. ([Refer to clause 2.5](#))**
- v. **(Recurring and Repayment) You agree that the monthly direct debit/Credit card auto pay of your Membership dues will take place every 1st day of the Month and continue to be payable after the Minimum Term regardless of whether you use the facilities of the Club. ([Refer to clause 2.12 and 2.14](#))**
- vi. **It is your sole responsibility to ensure sufficient funds are in the nominated debit card or your credit card is within the validity period with a sufficient credit limit. An Administration Fee will be charged if the deduction is unsuccessful. You will be responsible for any Administration Fees (S\$7.50) and/ or collection fee (S\$30.00 per month). Subject to changes at the sole discretion of the Management. ([Refer to clause 2.12 & 2.14](#))**
- vii. **You are not entitled to cancel your Repayment Membership during the Minimum Term except in the circumstances set out in the Membership Agreement. The cancellation policy is applicable throughout the Agreement and requires the payment of a S\$200.00 Cancellation Fee, along with 30% of the remaining fees for any unused months within your Minimum Term Agreement. ([Refer to clause 4.3](#))**
- viii. **Should you be unable to use the facilities due to travel abroad or medical reasons, you must present documentation in writing one month in advance to allow you to hibernate your Membership. Any hibernations done to a Membership contract during the Minimum Term will result in an extension of the same period to the Minimum Term and will apply for all Membership packages except for Recurring. The minimum period of hibernation must be for a period of not less than one (1) month by paying a hibernation fee of S\$20.00 per month. The granting of such a request is at the sole discretion of the Management, and the due date to apply for hibernation is before the 25th of the month. ([Refer to clause 3](#))**
- ix. **Declaration of personal information: you will promptly notify us in advance of any change in status including any change in citizenship, residence, address on record, telephone, and email addresses. Your personal details will be protected in accordance with the PERSONAL DATA PROTECTION ACT 2012. ([Refer to clause 9](#))**
- x. **Any future changes to Membership T&Cs will supersede the T&Cs at the point of Membership sign-up/renewal. In the event there is any proposed change/revision in the T&Cs, prior notice of at least seven (7) days will be given to you through the contact method you have provided to us or by whatever means deemed appropriate at the time.**
- xi. **A complimentary Membership is valued at \$0.00 dollars and is not considered as part of your paid Membership Fees. Any complimentary Membership added on top of your existing package will only be utilized after the end of the Minimum Term of your paid Membership contract and applies to all Membership packages.**



1 Definitions

Administration Fee means initiation fees payable to become a Member of a Club and Membership expiry after a stipulated period of 7 days.

Agreement means this agreement, comprising of the details and the terms contained in this copy.

Biller means our assigned payment service provider those processes payments of Membership Fees.

Client Portal means the online system whereby Members can view their details, purchase a Membership, and manage their account.

Club means all our GYMMBOXX clubs.

Club Rules means the rules governing your conduct and use of the Club facilities and equipment.

Contract Agreement means the details of your Membership as set out in the Client Portal and/or hard copy of this Agreement comprising of the Application Form details and the Terms.

Early Cancellation/Cancellation Fee means the fee of \$200.00, along with 30% of the remaining fees for any unused months within your Minimum Term Agreement payable for cancellation of a Membership prior to fulfilling the Minimum Term.

Guest/Guests means a person who is not a member e.g., trial pass, paid trial.

Member/Members means an individual who holds a Membership with GYMMBOXX.

Membership means a valid contract term held by a member to use and access the Club on the Terms contained in this Agreement.

Membership Fees or Fees means the fees payable for a Membership.

Membership Access Card means identification and allowing your access to the Club via our access control systems.

Minimum Term means the signed minimum contractual period. E.g., commencing on the Start Date until the expiring date as defined in the Membership plan.

Prepaid means the fees payable for a Membership, are paid in advance in full amount.

Recurring means monthly deduction of fees through our Biller which scheduled on the 1st of each month.

Repayment refers to a contractual obligation in accordance with the stipulated duration of the Membership.

Terms refer to these terms and conditions.

2 Membership, Fees & Terms

- 2.1 Membership/Personal Training services are available to individuals who have attained a minimum age of thirteen (13) years. Parent/Guardian consent and permission is required for individuals under the age of sixteen (16) years to enter into a Membership Agreement to use the facilities/equipment/services available at the Club. This Agreement will denote you and/or your parent/guardian on behalf of you and accept responsibility to ensure the Member abide with all terms and conditions.
- 2.2 The Club Rules are from time to time in force and may be amended by the Management at any time. A copy of the amended Club Rules will be posted at the Club and/or emailed to your email address you have provided to inform you of the amended Club Rules. Upon sending you such notice, you will be deemed to have notice of, read, understand, and be bound by the Club Rules. Further, you agree to abide by all Membership rules, policies, and regulations of all our Clubs that you visit, as may be prescribed from time to time.
- 2.3 By submitting your Membership application, you have verified that the personal information you have provided to us is true, accurate and you consent to the collection, use, and disclosure of the personal data in accordance with our Personal Data Protection Act 2012 ("PDPA"). You acknowledge to inform us promptly of any change to your payment details or personal information you have provided.
- 2.4 Upon acceptance of Membership application:
- The Membership Agreement is available digitally and encrypted with a password. You will be given a copy of digitally signed Agreement via the email address that was provided by you to the Management. A digitally/electronically signed Agreement is deemed legally recognized in Singapore and are provided for in the Electronic Transactions Act (Cap.88) of Singapore. It is declared that information is not to be denied legal effect, validity, or enforceability solely on the ground that it is in the form of an electronic record.
 - Application's photo (full face shot) will be taken and saved in your member's profile. This photo will be solely used for identity verification to prove the ownership of your Membership.
 - You will be issued with a Membership Access Card and registration of your fingerprint (data will be stored and encrypted in your Membership Access Card) is required to access the Club facilities/services. If a Membership Access Card is lost or misplaced, the Club will issue a replacement card by paying a replacement fee subject to changes by the Management.
- 2.5 A valid Membership and Membership Access Card is required to access all Club facilities/services within the operating hours unless otherwise set out in this Agreement. If not, you accept that your entry to the Club will be denied.
- Home Club transfer:** If you visited other Corporate/Franchise-owned clubs [over a minimum period of fifteen \(15\) times within a month](#), your current Membership Home Club may be transferred to that Club. Recurring and Repayment Members will be required to pay the Membership Fees at a prevailing rate of that Club. The criteria may be amended at the sole discretion by the Management.
- 2.6 Membership is personal to the Member and is non-assignable, non-transferable, and non-refundable. You agree that you will not loan or sell your Membership Access Card to anyone else and inform the Club immediately if your Membership Access Card is misplaced/lost or stolen.
- 2.7 You can bring [first-time Guests only](#) by setting an appointment with the club staff and you must not bring in Guests or other Members at any time, including non-staffed hours. You may be charged a Guest fee and/ or have your Membership suspended or cancelled subject to a cancellation fee and/or charged all dues if this policy is violated. Guest terms and conditions apply. ([Refer to clause 10](#))
- 2.8 Failure to comply to the policy set out in clause 2.6 and 2.7, you may be charged a penalty fee and/or have your Membership suspended/terminated at the sole discretion by the Management. No refund will be issued under any circumstances.
- 2.9 The Club and/or Management reserves the right to accept or reject an application for Membership to the Club for any reason whatsoever. Members are subjected to the Club Rules in force and agree to use the Club facilities/equipment in a proper manner. You are prohibited from using any of the equipment that is placed under maintenance. We will not be liable for any injuries you suffer through the incorrect/unsafe use of the facilities/equipment available at our Club. You agree that failure to take due care of all the facilities/equipment and/or through your negligent use, you will be responsible and liable for all damages caused and the total repair cost.

MEMBERSHIP TERMS AND CONDITIONS



2.10 Membership categories as shown in the table below are applicable for all Clubs.

Regular	24 hours all day access, no restrictions.	
Off-Peak	Restricted access hours as follows: - Monday to Friday - 0900hrs to 1600hrs (last entry by 1559hrs) - 2300hrs to 0900hrs - Saturday/Sunday - 24 hours all day access, no restrictions Off-peak restricted access remains on all public holidays/observed public holidays that's falls on weekdays.	
Membership plans available	- Recurring category: - Recurring: Zero contract - Repayment 12: 12 Months contract - Repayment 6: 6 Months contract	
Membership duration	*Prepaid Membership duration in days: - 1 Month: 31 days - 3 Months: 92 days - 6 Months: 183 days - 12 Months: 365 days	Recurring Membership duration in days: - Number of days in a month, follow calendar month
<i>Recurring and Repayment Membership Terms and all other general Terms set out in this Agreement apply. *Prepaid duration in days is for illustration purpose only and does not apply to Recurring and Repayment.</i>		

Recurring and Repayment

2.11 Upon signing up on any date within the month:

- i. **Recurring:** Upon signing up, a pro-rata membership fee is payable. By agreeing to the monthly direct debit/credit card autopay for your Membership dues, you acknowledge that subsequent billing will be scheduled from the second month onward and are payable until the Minimum Term ends, regardless of whether you use the facilities of the Club. This Recurring Membership will automatically renew on a monthly basis throughout the Agreement, while retaining the same monthly fees (subject to prevailing GST and fees changes).
- ii. **Repayment:** Upon signing up, a pro-rata membership fee is payable. By agreeing to the monthly direct debit/credit card autopay for your Membership dues, you acknowledge that subsequent billing will be scheduled from the second month onward and are payable throughout the Minimum Term, regardless of whether you use the facilities of the Club. In the final commitment month, the Repayment Membership will automatically renew on a monthly basis without a Minimum Term throughout the Agreement, while retaining the same monthly fees (subject to prevailing GST and fees changes).
- iii. **Both the Recurring and Repayment will be subject to the cancellation clause.** ([Refer to Clause 4](#))
- iv. All Members will be responsible for keeping track of their own Membership Minimum Term.
- v. If you do not wish to continue after your Minimum Term, you may inform us in writing via email set out in [clause 4.4](#) herein.

MEMBERSHIP TERMS AND CONDITIONS



	Recurring	Repayment
Admin & pro rata Fees	✓	✓
Monthly direct debit/credit card auto pay (1 st day of the month)	✓	✓
Contract	✗	✓
Payable until	Minimum Term, at the end of the month.	Compulsory throughout the Minimum Term.
Automatically renew	Automatically renew on a monthly basis.	On-going Membership after Minimum Term expiry.
Cancellation	✗	- No cancellation within the initial three (3) months. - Early Cancellation Fees apply.
Refer to Clause 4		

2.12 **Recurring and Repayment Membership Fees are payable on the 1st of every month** through the credit or debit account indicated and authorised by you in the Agreement upon joining.

2.13 You acknowledge and agree to the following:

- i. You are not entitled to cancel your Membership during the Minimum Term except in the circumstances set out in [clause 4.2](#) herein. Failure to use or non-usage of the Club's facilities does not eliminate the obligation to pay all Fees due in a timely manner required by the Terms of this Agreement under any circumstances.
- ii. Unless cancelled in accordance with [clause 4.2](#) of this Agreement, you shall be responsible and liable for all Fees due and owing under this Agreement throughout the Terms of this Agreement.
- iii. All Members shall pay for all Fees including the initial **Administration Fees (Recurring & Repayment: S\$100.00)** and **Membership Access Card fee (\$40.00)** in the sum specified.
- iv. **Any lapse in Membership of more than seven (7) days will require the Member to pay at the prevailing Administration Fees** which may include Membership Access Card fee and any other ownings under their Membership account.
- v. All Fees are non-refundable unless otherwise stipulated in this Agreement.
- vi. The monthly direct debit/credit card auto pay is payable during the Minimum Term and throughout the Agreement regardless of whether you use the facilities of the Club. Provided that you are not in default of this Agreement and subject to the Terms herein, your Membership will automatically renew monthly at the rate indicated in this Agreement unless the rate is revised in accordance with the Terms of this Agreement. Under such circumstances, the monthly direct debit/credit card auto pay will continue to be payable after the Minimum Term Expiry Date regardless of whether you use the facilities of the Club unless your Membership is terminated in accordance with [clause 4.4](#) of this Agreement.
- vii. The monthly payments/any Fees due pay by direct debit/credit card, this will be through our Biller.
- viii. By nominating a credit/debit account, you authorised our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement. The monthly payments/any Fees due will be debited from the debit/credit account authorised by you until you or the Club cancels the arrangement by notifying your bank or credit provider. You agree to sign all documents necessary to ensure that the monthly payments can be made by direct debit/credit card auto pay.
- ix. **It is your full responsibility to ensure your account details up to date and sufficient funds are in the nominated account or your credit card is valid with a sufficient credit limit when the monthly payments are due** and if a debit/charge is unsuccessful you will be responsible for any and all Administration Fees and/or collection Fees that may be imposed. The Club reserves the sole and absolute discretion to debit/charge up to a maximum of three standard monthly dues without notice to you in the event the prior debits/charges are unsuccessfully processed.
- x. If you do not make any payment when Fees are due or any unsuccessful debit/card auto pay, you will be refused entry to all Clubs and your Membership will be suspended until all outstanding amounts have been fully paid.



- xi. Your Membership will continue to be suspended if any Fees remain unpaid after the seven (7) days grace period. Throughout the suspension period, you are still obligated to fulfill the Membership Minimum Term. If collection or legal services are needed to recover any outstanding dues, you will be responsible for all costs of administration and collection, including solicitors' fees of the Management.
 - xii. If the authorized bank account/credit card is cancelled/closed/insufficient amount in the bank account, or a payment amount is disputed, an **administrative charge of S\$7.50** will apply for every unsuccessful billing attempt for whatever reason and any other overdue monthly payment(s) shall immediately become due and payable by you.
 - xiii. You agree to pay a sum of **S\$30.00 as late Fees** if your monthly Fees is received past the due date and/or any fee associated with returned payments or non-payment of dues.
 - xiv. Unless otherwise stated, all prices stated in this Agreement are exclusive of GST and/or any other taxes and/or dues that may be chargeable under the prevailing and applicable laws. Where applicable, the Club may charge GST and/or such other taxes and/or dues on the prices stated in this Agreement and you will be liable to pay the additional amount.
- 2.14 The Management reviews the Membership Fees, Personal Training services, Membership Access Card Fees and Administration Fees periodically and changes them from time to time. In the event there is any proposed change/revision in the Fees, prior notice of **at least seven (7) days** will be given to you through the contact method you have provided to us or by whatever means deemed appropriate at the time. If the applicable Membership Fees are being increased, you hereby authorised the Management to increase the monthly direct debit/credit card auto pay indicated in the revised Fees.
- 2.15 If you do not accept the revision in your Fees, you may cancel your Membership in accordance with **clause 4** of the Agreement herein. If you do not cancel your Membership, you will be required to pay the revised Fees from the date the change becomes effective, and your credit card or other payment(s) will be amended accordingly.

3 Membership Hibernation

- 3.1 In the event of extenuating circumstances which may force you to be unable to use the Club facilities for a period of time, you may request to temporarily hibernate your Membership account for a specific period to accommodate for this disruption to your Membership by informing the Club in person or by writing in an email to enquiries@gymmboxx.com, **minimally seven (7) working days in advance**. The Minimum Term will be extended to take into account the period during which your Membership is hibernated.
- 3.2 The minimum period of hibernation must be for a period of **not less than one (1) month** by paying a **hibernation fee of S\$20.00 per month**. The granting of such a request is at the sole discretion of the Management, and you may be required to pay a portion of the Recurring and Repayment Membership dues accruing during this period. **The Repayment Minimum Term, as originally stipulated in the Membership Contract, will be automatically extended by the duration of the hibernation period. This extension shall take effect from the commencement date of the hibernation.**
- 3.3 **Hibernation is not allowed within the initial three (3) months of the Minimum Term Agreement, notice period or cancellation of Membership.** If the hibernation is due to medical reasons of pregnancy or injuries a certified true medical certificate from an approved medical practitioner is required. Approval of Backdating hibernation is at the discretion of the Management and will be rejected without a genuine reason.
- 3.4 You may not use or access to the Club facilities during the hibernation period unless you wish to stop your hibernation pre-maturely. You are also required to pay the Recurring and Repayment pro-rata dues of the month before the end of the hibernation period. No additional payment will be required for Prepaid Membership.
- 3.5 If you wish to stop your hibernation pre-maturely, you may inform the Club in person or in writing to enquiries@gymmboxx.com, **minimally seven (7) working days in advance**. All hibernation Fees paid are non-refundable and no refund will be issued for the unused hibernation days. The hibernation fee may be increased at any time at the discretion of the Management.
- 3.6 Strictly no other provisions or exceptions to this clause 3 shall be processed by the Management.

4 Membership Cancellation

- 4.1 No cancellation is allowed for Repayment Membership except for Recurring and under the circumstances set out in clause 4.2. **Cancellation of Prepaid Membership will not be allowed under any circumstances whatsoever.**
- 4.2 Subject to clause 4.3, you may only cancel your Membership before completion of the Minimum Term period for medical or relocation reasons:
- i. Medical: You may only cancel your Membership in the event if you cannot use the Club facilities because you have been diagnosed with a severe illness or permanent physical incapacity during the Minimum Term period by **giving us fourteen (14) days prior notice**. You must produce supporting documentation to the Management satisfaction by a qualified medical practitioner certifying and confirmed in writing that you are permanently sick or incapacitated from undertaking any exercise regime for a period of **twelve (12) months** or the remaining term of your Membership, whichever is longer. You agree that we may contact the medical practitioner for verification purposes.
 - ii. Relocation: You may cancel your Membership before the Minimum Term period by **giving us thirty (30) days prior notice** in the event that you permanently move your residence away from Singapore. You must produce proof to the Management satisfaction of your new permanent residence and travel documentation by a real estate or similar agent certifying the relocation.
- 4.3 Subject to the approval of Management, cancellations are not permitted within the initial three months of the Minimum Term. If you seek to cancel before the expiration of the Minimum Term, you must provide fourteen (14) working days' notice. Exceptions to this policy are made for cancellations due to medical or relocation reasons, subject to the approval of Management.
- In the event of a cancellation, a Cancellation Fee of S\$200.00 will be imposed, along with 30% of the remaining fees for any unused months within your Minimum Term Agreement. Should the cancellation occur within the initial three (3) months of the Minimum Term Agreement, the cancelling party shall be obligated to pay additional any unpaid fees within the initial three (3) months, along with the Cancellation Fee and 30% of the remaining fees for any unused months within your Minimum Term Agreement. Any perks or benefits granted during the registration of the Membership shall be forfeited.**
- 4.4 If you wish to cancel your Membership on or after the Minimum Term period, you must apply/submit your Membership cancellation request via email to enquiries@gymmboxx.com by giving us **fourteen (14) working days' notice**. Approval of the cancellation request is subject to the discretion of the Management. **Upon approval, the termination of your Membership will take effect at the end of the calendar month.** E.g., If notice is received on the 10th of January, the final utilization date is on the 31st of January.
- 4.5 Failure to provide adequate notice for the cancellation of your Recurring and Repayment Membership will lead to an automatic renewal of your Membership on the 1st day of the month. In such a case, you will be subject to the full Membership Fees, which will be charged via the credit or debit account authorized by you for auto-payment.
- 4.6 Removing a credit/debit card from your account, or any action leading to a failed deduction, does not constitute the cancellation of this Agreement. By doing so, you remain fully responsible for any outstanding dues, and penalties may be imposed accordingly.
- 4.7 All outstanding Fees must be paid before the cancellation of your Membership can be processed. If you have not paid any Fees, the Management may take action to recover unpaid payments. You will be responsible for all costs of administration and collection, including solicitors' fees of the Management.
- 4.8 All Fees paid prior to cancellation are non-refundable unless otherwise stipulated in this Agreement.
- 4.9 For Members enrolled in a Recurring and Repayment Membership, the option to apply for Hibernation is not available once a cancellation request has been submitted. In the event of canceling a Membership that has been hibernated, the member shall be liable for any monthly dues in full within the hibernated period.



5 Membership Termination

- 5.1 Under this Agreement, the Management reserves the sole and absolute right to ban, suspend and/or terminate your Membership from gaining access to the Club facilities/services and surrender all the Membership privileges indefinitely without prior notice and with immediate effect:
- i. If you breach any obligation under this Agreement.
 - ii. If your conduct is deemed to be damaging to the character or interests of the Club and/or the Company.
 - iii. If the Management is of the opinion that a member is not a suitable individual for continuing Membership.
- 5.2 If such termination, cancellation, ban and/or suspension is made due to a breach of any of the Terms of this Agreement or due to any Club facilities damage caused by you, the balance of your financial obligations under this Agreement shall become immediately due and payable, including the [S\\$200.00 cancellation fee](#). In the case where the facility or its contents are damaged, you will also be responsible for the repair or replacement cost thereof.
- 5.3 Subject to clause 5.1, the Management may report a member to the relevant authorities for a formal investigation in relation to the severity of the offence.
- 5.4 All the decisions of the Management on Membership's termination, cancellation, ban and/or suspension shall be final and binding. No refund of all Fees paid prior to such a decision.

6 Gym Rules & Regulations

6.1 All Members are to comply with the following Gym Rules & Regulations and/or instruction(s) set out in this Agreement and may be amended from time to time by the Management:

1. KEEP THE GYM CLEAN AND TIDY

- While in the Club facility, a towel is always required and to use it especially if you intend to use any equipment which has an upholstery. Wipe away your perspiration after use. You will be asked to leave the gym if you do not have a towel with you.
- Liquids which are not secured in any form of a container (i.e., possess the risk of spilling) is not allowed in the gym.
- No eating is allowed in the exercise zones.
- Be considerate and keep all areas clean after it has been used for the greater benefit of everyone.
- Re-rack and return all weights and equipment after use.

2. RESPECT THE GYM AND STAFF

- Any forms of vandalism in the premises will be reported to the authorities.
- Do not use loud or profanity within the Club and to other Club members, Guests, or staff.
- Any form of violence and harassment within the premises is prohibited. You may approach the Club staff for mediation if necessary.
- Any form of indecent behavior, horseplay, use of vulgar language, equipment abuse, mistreatment of staff, or any other inappropriate conduct within the Club premises will not be tolerated.
- Treat staff with all due respect. The Management reserves the right to refuse service to any abusive customers. Any form of abuse will result in being removed from the premises, and your Membership may be terminated.

3. USE EQUIPMENT RESPONSIBLY

- Equipment must be used for the intended purposes in accordance with safety regulations and instructions. As the user, you are solely responsible for the loss and/or damage to any exercise equipment and/or facilities resulting from the course of your usage.
- Exercise control when using equipment to prevent disturbance to other users and minimize damage to the equipment.
- Any form of chalk usage (not limited to powder and/or liquid form) with the intention for any kinds of lifting exercises are strictly prohibited.

4. STAY SAFE

- Use equipment in accordance with safety regulations and instructions. Exercises that may endanger oneself and/or others are prohibited.
- High-risk exercises (Olympic weightlifting, calisthenics, etc) that are determined by the Club staff to be dangerous to the safety of other Club members, Guests, and staff, will not be permitted to be performed within the Club premises.
- Leave bags/bulky items within the designated areas (lockers and storage cubicles) to prevent tripping hazards.

5. DRESS APPROPRIATELY

- Appropriate sports/exercise attire (including shoes) as deemed appropriate by the Management and/or Club staff is always required in **accordance with the Gym Attire Rules**.
- Flip-flops, clogs, or bare feet are prohibited in the Club.
- Members who are non-compliant shall not be permitted to enter the Club or may be asked to leave the gym.

6. NON-COMMERCIAL ACTIVITIES ONLY

- Engaging in any form of touting, soliciting, and unauthorized personal training is prohibited within the Club premises.
- You are not allowed to take photographs and/or videos which include other Members or Guests of the Club without their consent.
- Engaging in any photography/videography for commercial purposes in the Club premises is strictly forbidden unless written permission by the Management was granted.

7. BE COURTEOUS

- Do not hog any equipment and/or facilities in the premises. You are obligated to share equipment/or facilities with other users where reasonable and appropriate.
- Due to the time-sensitive nature of a Personal Training session, our Personal Trainers and their clients have priority access over the use of equipment. You are obligated to share equipment with our Personal Trainers where reasonable and appropriate.
- Do not grunt and groan excessively.
- Leave bags/bulky items within the designated areas (lockers and storage cubicles) to avoid cluttering up shared spaces within the Club premises.

6.2 Failure to comply with Gym Rules & Regulations may result in the termination of a Member's Membership/Services, and the Member may also be banned from gaining access to Club facilities/services. ([Refer to clause 5](#))

7 Physical Health & Safety

7.1 Members and Guests are highly encouraged to consult a doctor first prior to commencing any type of physical exercise. For safety reasons, you are responsible for correctly using all Club facilities. If you are not sure how to use any equipment, always ask a member of staff of the Club for assistance.

7.2 You hereby warrant and represent that:

- You are in good physical condition and know of no medical or other reason why you should not be capable of engaging in active or passive exercise and that such exercise would not be harmful to health and/or safety and/or comfort and/or physical condition.
- You do not have any physical, medical, or other disabilities or condition which may be affected or worsened by, or which may result in any illness, injury, or death to you as a result of active or passive exercise.

7.3 If unsure about any of the matters specified in clause 7.2, you must not use the Club facilities until you have sought proper medical guidance and been given the go-ahead prior to commencing any type of physical exercise.

7.4 You shall not access to the Club facilities whilst suffering from any infections, contagious illness, disease, or other physical ailment, such as an open wound, open sores that may pose a risk to the health, safety, comfort, or physical condition of other Members. If we find out that you are not unwell or not fit to workout due to illness, we may ask you to leave the premises immediately.

7.3 **Further, you acknowledge that the Club is an unsupervised 24-hour fitness club, and you hereby agree to carry out exercises responsibly and with due care and attention to your own medical, health and mental state at all times.**

7.4 **You understand and accept all risks including injuries or death arising from proper or improper usage of any exercise equipment and/or attachment of equipment or a failure to follow the safety instructions shown on the equipment and exercising alone without the aid and/or presence of the Club staff on the premises may result in any form of injuries or death.**

8 Limitation of Liability

8.1 You understand and agree that the Club and/or the Management will not be held responsible, to the extent permitted by law, for all claims, demands, injuries, damages, or actions that negligently arising on account of death, injuries, loss, damage or theft to a person or property arising out of or in connection with my use of any of the Club facilities/services on the premises. You hereby release, indemnify, and hold harmless to the Management, its staff, and agents with respect to all claims and/or charges which may be brought against them by or on a Member's behalf for any injuries or claims as set out in clause 8.

8.2 Failure to take due care of all our equipment/facilities, you will be liable to pay for any damage caused through your negligent use.

8.3 In the event the Company (including the Management, its staffs, and agents) is found by law to be liable to you, you agree that the total damages payable to you (if any) shall not exceed the total Membership Fees payable by you during the initial Minimum Term (regardless of any extension of the Membership and/or Minimum Term thereafter).

9 Provision of Personal Data and Privacy

- 9.1 The Management and/or the Club collects a Members and Guests personal data in accordance with the Singapore's Personal Data Protection Act 2012 ("PDPA") and put in place reasonable arrangements to ensure that all personal data are adequately protected and secured against unauthorized access and usage.
- 9.2 By accepting these Terms upon application for Membership and/or services, you understand, acknowledge and consent to the Management and/or the Club processing, collecting and utilization in accordance with the Terms and our privacy policy for the following purposes:
- i. Provision of services, including those from the administration of Membership, Personal Training, and inquiry.
 - ii. Record-keeping and Security monitoring.
 - iii. Newsletter e.g., Marketing purposes, latest updates, or announcement etc.
 - iv. Personal information may be hosted, transferred to, and stored within or out of the country in which you reside, including to a country that may not have a similar level of privacy protection as the country in which the Club is located.
 - v. Taking a picture of you for Membership authentication.
 - vi. Registration of your fingerprints and stored using a specially encrypted format in your Membership Access Card for the Club access control system.
 - vii. Any other purposes which the Management notifies the Member of at the time of obtaining his/her consent.
- 9.3 You hereby acknowledge and consent that your personal data and information may be given to debt collectors, legal firms, Singapore Credit Bureau and other public or private entities for the purpose of legal action and/or recovery of debt, interests and/or administrative and/or legal fees. You understand and accept that such actions may be pursued at any time even after the end of such agreement.
- 9.4 Personal data of Members will not be disclosed to third parties without prior consent of the consent. However, the disclosure of personal data to third parties without first obtaining consent, includes, without limitation, the following non-exhaustive cases:
- i. Cases in which disclosure is required or authorized based on applicable laws and/or regulations, including any investigation or proceedings.
 - ii. Cases in which disclosure is necessary to respond to an emergency that threatens the life, health or safety of the Member or other individual(s).
 - iii. Responding to legal process, pursuing legal rights, defending litigation, and managing any complaints or claims.
 - iv. Where disclosure of personal data without consent is permitted by the PDPA or by law.
- 9.5 True, accurate and complete personal information and supporting documents are required to be provided by the applicant upon Membership and/or Personal Training Services application. You must inform the Club promptly if there is a change to other relevant personal information. The Management reserves the right to verify any personal information or supporting documents.
- 9.6 You understand and allow us to use my image, photos, films, videos, audio recordings and comments for use in any of its programs or publications in conventional and electronic media, including but not limited to print, promotional matter, the internet, social media, video, and future media, with or without use of my name. My agreement to appear and/ or perform is voluntary, and I hereby waive all personal claims, causes of action, liabilities, or damages against the Company, the Management and its staffs and representatives, arising from or in connection with my appearance in the above mentioned.

10 Guests

- 10.1 All Guests will be required to make an appointment and check in with Club staff for verification and/or registration of the Guest account. Each Guest agrees to and comply with all the Agreements and limitation of liability except for [clause 2, 3, 4](#) and [5](#) as if any reference to a member was a reference to a Guest to access and use the Club facilities and equipment.
- 10.2 It is the duty of the Member to introduce a Guest (first-time only) to make sure that the Guest comply with the Club Rules at any given time. ([Refer to clause 6](#))
- 10.3 The Management reserves the right to, in its discretion to:
- Limit the number of Guest can be accepted in each Club and prevent any Guest from accessing the Club.
 - Revise the Agreement and charges levied on Guest passes from time to time.

11 Others

- 11.1 Members and Guests are not allowed to take photos and/or videos in Clubs to promote their own businesses or commercial activity on any social media platforms whatsoever except for personal usage, unless specific permission is granted by The Management with prior written request via email.
- 11.2 You are not allowed to take photographs or videos that include other Members or Guests of the Club without their consent in accordance with the PDPA Act.
- 11.3 Under any circumstances you shall not use loud or profane language in the Club premises, nor shall you molest, assault, pester or harass other Club Members, Guests or staff. Doing so will subject your Membership to suspension or immediate cancellation, and the balance of this Agreement may be declared due and payable in full immediately.
- 11.4 [Any form of indecent behavior, horseplay, use of vulgar language, equipment abuse, mistreatment of staff, or any other inappropriate conduct within the Club premises will not be tolerated.](#) Such actions may lead to the immediate termination, cancellation, ban and/or suspension of your Membership, and you will be required to pay a [cancellation fee](#). ([Refer to clause 5.2](#))
- 11.5 The Club's operating hours are indicated at the Club premises, social media and/or website. The Management reserves the right to adjust the Club's operating hours for the purpose of renovation, repairs, cleaning, decorating, special functions and holidays. The Management shall endeavor to give reasonable notice of any operating hours changes.
- 11.6 The Club's lockers are cleared daily. Any unclaimed or lost property will be held by the Club for a short period of time after which the Club and/or the Management reserves the right to dispose of the items in any way it sees fit. No claims or reimbursement shall be entertained after this period. The Management also holds the right to charge a fee upon claiming the property left in lockers/storage cubicles.
- 11.7 Any illegal activities, possession and consumption of illegal drugs, vaping, attempts of fraudulent entry for self and/or to unauthorised persons, smoking, or consumption of alcohol within the Club premises are strictly prohibited. You recognize and acknowledge that there are serious criminal and civil consequences for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon Club premises. Any Members who are found to be breaching the laws will be handed over to the authorities without any notice given to you and suspend/terminate the Member's Membership with immediate effect.
- 11.8 The Management may at its sole discretion revise, vary, delete, or add to these Agreement terms & conditions with immediate effect and without notice except for major revision. The latest version of Agreement terms & conditions will supersede the obsolete Agreement at the point of sign-up/renewal. In the event there is any major revision made in the Agreement terms & conditions, prior notice of at least [seven \(7\) days](#) and a revised copy will be given to you through the contact method you have provided to us or by whatever means deemed appropriate at the time.
- 11.9 In the event of any dispute arising out of the interpretation of these rules, the decision of the Management shall be final. ([Refer to clause 12](#))
- 11.10 The Membership terms & Conditions shall be governed and constructed in accordance with the laws of Singapore and subjected to the jurisdiction of Singapore.

12 Dispute Matters

- 12.1 The Management shall not be held liable for any disruptions to Club usage resulting from natural forces, including but not limited to building issues, fires, floods, or other unforeseen events beyond our reasonable control, which prevent our Members from accessing the facilities.
- 12.2 In the event a specific Club cease operation, your home Club will be transferred to the next nearest Club. You will retain the same access and privileges as your existing Membership. The Management will endeavor to give a fair notice period to its Members. The Management reserves the right to, at its discretion, to set the stipulation and the necessary decisions related to the closure based on circumstances in point of time.
- 12.3 Any dispute arising out of and/or in connection with this Agreement, including any question regarding its existence, termination or validity, or breach thereof ("Dispute"), you agree to enter into mediation for a minimum of seven (7) days prior to initiating any legal action against the Club.
- 12.4 Mediation shall take place between you and the relevant representative of the Club to be appointed at the Club's sole and absolute discretion. During this period of seven (7) days, you agree not to disclose any information relating to the said Dispute or the mediation thereof to the public domain without the written consent of the Club. In the event parties fail to reach an amicable settlement after thirty (30) days after the commencement of mediation, such Dispute shall be governed by, and construed in accordance with the laws of Singapore and you and the Club agree to submit to the exclusive jurisdiction of the Singapore Courts.
- 12.5 Further, you agree that the Club shall be entitled to recover all costs and expenses resulting from the engagement of attorneys, where applicable.
- 12.6 If you fail to use the Club facilities, that shall not release you from the obligation to make all payments required by the terms of this Agreement.
- 12.7 This Agreement constitutes the entire agreement between the parties. All conditions, warranties or other Terms not expressly contained in this Agreement (actual or implied), or not imposed or required to be binding by applicable statute in respect of the services or goods supplied by us, our employees, servants, or agents, are hereby excluded. The parties agree that they have not made or relied on any oral or written representations or promises that are not contained in this Agreement. The parties waive all rights and remedies which might otherwise be available to them in respect thereof, except that nothing in this Agreement will limit or exclude any liability for fraud or fraudulent misrepresentation.