

## 1. Terms and Conditions

The following terms and conditions (the Club rules) govern the rights and obligation of Fitness First Clubs and members thereof. The Management may at its sole discretion amend, vary, delete or add to these terms and conditions without prior notice, although significant changes will be notified to you.

## 2. The Club

The Club is operated by Fitness First Singapore Pte Ltd (‘the Company’) whose principal objective is to provide health and leisure facilities for Club Members and their Guests. The Home Club is where a member joins and pays the fees. The Company has appointed a Management team (‘the Management’) who are responsible for the operation of the Club in accordance with these Rules.

## 3. Membership

- a) The 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.
- b) Membership is personal to the Member and is non-assignable, non-transferable and non-refundable. The Company may assign the benefit of these agreements to any person, firm or company at any time without notice to the Members.
- c) Upon acceptance, the Member will be issued with a Membership card and the Member shall be entitled to all the rights and privileges exercisable by the class of Membership for which his/her application has been accepted. If a Membership card is lost or mislaid, the Management will issue a replacement card at a processing charge.
- d) Any Member to enter the Club without a valid Membership card will only be admitted at the absolute discretion of the Management.
- e) Comfort Guarantee - You have a ‘comfort guarantee’ period of 7 days commencing from the date a Contract is formed, or in case of new club, the grand opening date. If you wish to utilize this period to cancel your membership, you are required to tell us in writing (preferably on the form supplied by us) that you want to cancel your membership during your Comfort Guarantee Period. We will cancel your contract and refund your monthly dues, joining fee (no admin fee will be refunded) and 50% of BODYFIRST® fee or Personal Training fee (if applicable). Membership is non-transferable during the comfort guarantee period. After the Comfort Guarantee Period ends, if you wish to terminate/cancel the Contract, you must pay certain fees. Please refer to 3f) for the cancellation provision as outlined for full details.
- f) Membership Categories  
Members are entitled to use during the applied operating hours:
  - i) Membership Type  
Lifestyle Home / Platinum Passport  
Flexi Platinum Passport  
Premier Platinum Passport  
Other membership types are also available at Point of Sale.
  - ii) Passport and VIP Members may apply for the Fitness First ‘Passport’ which entitles access to all Fitness First Clubs worldwide upon payment of the prevailing fee.
- h) Membership Fees
  - i) You agree to pay the dues and fees as stated on the front of this contract. If you are under 18, Fitness First requires a parent or guardian to guarantee payment. Fitness First immediately earns the Joining Fee and administration fees when you buy your membership. These fees and any prepaid monthly dues are not refundable. Whether or not you use the facilities, you must still pay your monthly dues.
  - ii) A monthly Membership fee (‘dues’) is payable in advance by autopay. The Company reserves the right to charge a nominal fee in the event of unsuccessful collection of autopay due to members bank account error or otherwise.
  - iii) If you have a monthly membership, Fitness First will increase your monthly dues once every 12 months of membership anniversary. If you have a prepaid membership, Fitness First reserves the right to change your membership plan and increase your renewal amount. Written notice will be provided a minimum of 30 days in advance.
- i) Memberships are available to individuals who have attained a minimum age of 14 years.
- j) The Management reserves the right to introduce and vary the prices and categories of Memberships at any time.
- k) Freezing Membership  
In the event a member shall be subject to a prolonged period of absence from the Club, a member may ‘FREEZE’ their membership by continuing to pay a freeze fee. A member must give one calendar month’s notice in writing to any Fitness First club and the Freeze period must be for a period of not less than three months and may not be used in respect of the notice period or cancellation of membership. Freezing will only be approved for genuine reasons of inability to use the Club facilities. If the freeze is due to medical reasons or pregnancy, a certified true copy of medical letter from approved medical practitioners must be produced. Freeze fee may be increased at any time at the discretion of the Management.
- l) Termination of Membership on or after the Minimum Commitment period: Written notice must be received by Fitness First Singapore 30 days in advance of your next billing cycle to be considered the last month of dues billing. For Flexi membership, written notice must be received by Fitness First Singapore by the 23rd of the last month provided that at least one month of billing cycle was completed. Failure to comply will result in one more billing cycle before termination of membership. Termination of a membership that has been in frozen status within 30 days of the termination request will be subject to a full month’s dues billing for the notice period. Termination of membership may not take place within the first four months of membership. Upon expiry of membership, the membership card must be returned to the Company.

- m) Termination of Membership within the Minimum Commitment: If wish to cancel your membership for any reason whilst you are within your minimum commitment period, a penalty fee will be applied based on the number of months remaining in your commitment. The penalty fee amount will be equivalent to 50% of the value remaining in your commitment period. You may wish to transfer membership to any non-member of Fitness First; a transfer fee will be applied and the person taking over your membership will be charged the current rates for your membership type. The penalty fee will be waived should you choose to transfer to a non-member of Fitness First.
- n) All membership deposits (excluding locker and access card deposits) made will be forfeited 4 months after the cancellation or expiry of membership should the deposit not be claimed.

## 4. Limitation of Liability

In consideration for the Management accepting his/her application for Membership of the Club, and for he/she becoming and remaining Member of the Club, the Member agrees that:

- a) Neither Fitness First Clubs, its associated companies, employees or agents shall be responsible for any claims, demands, injuries, damages, or actions for negligence arising on account of death or due to injury, loss, damage or theft to a member’s person or property arising out of, or in connection with the use by a Member of any of the services, facilities or premises of Fitness First Club. The Member hereby holds the Company, its related companies employees and agents harmless from all claims which may be brought against them by or on a Member’s behalf for any such injuries or claims aforesaid.
  - b) Any guest of a member or temporary visitor to Fitness First Clubs agrees to abide with the Club rules and the same limitation of liability as a member.
- ## 5. Physical Condition of Member
- a) Our staff, agents and subcontractors are not medically qualified, so if you have any doubts about your fitness or capability to exercise, Members and their guest are advised to consult their physician 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.
  - b) The Member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he or she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
  - c) The Member shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members.

## 6. Expulsion of Members

- a) The Company and/or the Management may terminate the Membership of any Member:
    - i) Without notice and with immediate effect if the Member’s conduct, whether or not such conduct is the subject of complaint by another Member or Members, is such that in the reasonable opinion of the Management, it may be injurious to the character or interests of the Club.
    - ii) Without notice and with immediate effect if the Member shall have committed any breach of these Terms and Conditions or of the Rules and Regulations of the Club as are from time to time in force.
    - iii) If any Monthly Membership fees, locker fees or service charges remain unpaid after the due date for payment.
    - iv) Upon notice in writing, if the Company is of the opinion that the Member is not a suitable individual for continued Membership of the Club. All decisions of the Management under this clause are final and binding.
    - v) Without notice and with immediate effect if a member is found to have violated the privacy of any other member within the shower and the changing rooms, or are caught in lewd or compromising actions.
  - b) A Member whose Membership is terminated by the Management shall forfeit all the privileges of Membership with immediate effect without claim for any refund of his/her initial Joining Fee/ Admin Fee or Monthly Membership charges, other than any Monthly Membership charges paid in advance. On termination of his/her membership, the Member shall return forthwith his/her Membership Card and any other evidence or property of Membership provided to that Member by the Club and shall settle any outstanding debts.
- ## 7. Guests
- a) Members introducing Guests shall ensure that their Guests complete a Guest Pass and pay the current Guest fee for a Guest Pass.
  - b) Guests will have the same Membership privileges as the Member who introduces them and who must accompany them, and will be subject to the same Club Rules and limitations of liability as the member. It is the responsibility of the Member introducing a Guest to ensure that their Guest complies with the Club Rules.
  - c) The Management reserves the right to exclude any Guest from the Club without giving any reason for so doing and may introduce Guests to the Club or regulate the charges levied for guest passes at any time.
  - d) For safety reasons, children below 14 years of age will not be allowed into the club either as members, guests, or to ‘wait around’ in the club.

## 8. Gymnasium

- a) All Members are encouraged to undertake a Fitness Evaluation conducted by the fitness staff before starting an exercise programme.
- b) Fitness Evaluations and Personal Training sessions for members are strictly by appointment. Bookings may be made up to one week in advance. 6 hours notice is required in the event of cancellation or any fees shall be payable in full.
- c) Dress code: all members and guests are required to wear suitable gym attire when exercising. A top and closed footwear must be worn at all times in the club unless he/she is attending a class that does not require footwear.
- d) Instructors are authorized to stop anyone from exercising if he/she is judged unsafe. Users must abide by the instructions of the fitness instructor.
- e) All Personal Training sessions paid for in advance are non-transferable and non-refundable for any reason whatsoever.
- f) Smoking is not permitted in any part of the Club. In the interest of health and hygiene, all Club users are requested to shower prior to entering the Sauna/Steam Room and to cover up appropriately to protect the modesty of others.
- g) Members or Guests may not use the facilities of the Club while under the influence of alcohol, steroids, narcotics or other mood altering substances.
- h) Only one person can be in a shower cubicle at any one time.
- i) Members or Guests are entitled to one set of (bath and face) towels and workout attire at platinum clubs.

## 9. Lockers

- a) A day use locker is provided to each member & guest at each visit. The day use locker must be vacated before leaving the club. Day use lockers left overnight will be cleared out.
- b) Private lockers are available for rental at the prevailing monthly fee which may change from time to time. Locker monthly fees must be paid in advance by direct debit. Lockers are not transferable.
- c) A locker key shall be given to the member which remains the property of the company and must be returned upon termination of locker rental or termination of membership. In the event of loss of locker key, a replacement fee shall be charged.
- d) Management cannot guarantee the prevention of theft or damage to your belongings with the use of the locker, and accepts no responsibility for loss or damage to both members’ private and day use locker contents.
- e) One month’s advance calendar notice is required in writing to the Home Club Management in the event of termination of locker rental. Notice must be given prior to the month end for the following month to be considered the last month of locker fees.

## 10. Others

- a) Certain complimentary drinks are provided for Members. These drinks are for refreshment on the premises only. Members and their guests are not permitted to bring their own food and/or drinks into the club.
- b) The club provides complimentary film (VCD, DVD) service for members. A fee is payable for late return of films. The club may retain membership card in return for the film. Duration of complimentary loan of film and charge for late return may vary from time to time at the discretion of the Management.
- c) Lost property will be held for a period of 3 months after which the club management reserves the right to dispose of the items in any way it sees fit. No claims shall be entertained after this period.
- d) The Management reserves the right to use any individual or group photographs of Members and/or Guests for press or promotional purposes.
- e) The Management may from time to time wish to show potential Members or others around the Club and allow them to use the Club facilities on a trial basis and reserves the right to do so.
- f) The Club’s normal hours of operation are indicated at the club entrance and notice board. The Management reserves the right to adjust the hours for the purpose of cleaning, decorating, repairs or for special private functions and holidays. The Management shall endeavor to give reasonable notice of any lengthening or shortening of such hours.
- g) No photography / video taking is permitted within the club premises unless authorized by the management of Fitness First. Members are strictly not allowed to take photographs in the changing room to protect the privacy of others.
- h) The failure of the Management or the Company to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- i) These Rules shall be governed and constructed in accordance with the laws of Singapore and subjected to the jurisdiction of Singapore.