

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 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) Change your mind? The "7 day money back guarantee" allows you to cancel your membership within 7 days from the date of purchase (no exceptions). The monthly dues and start up fee will be fully refunded. 100% of the Fitness service fees are refundable if the training sessions have not commenced and any supplement products included have not been opened, used or damaged. 50% of the Fitness service fee will be refunded if the supplement products have not been opened, used or damaged and not all training sessions have been conducted. Fitness service fees are non-refundable as long as any part of the supplement products included have been opened, used or damaged. Any remaining/unused Personal Training package sessions will be fully refunded (if applicable). All forms must be completed at Front of House. Refunds will be processed within a maximum of 6 weeks of application.
- f) Membership Fees
 - i) You agree to pay the dues and fees as stated on the front of this contract. 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. Written notice will be provided a minimum of 30 days in advance. If you have a prepaid membership, do check the availability of the membership plan and your new renewal amount.
- g) Memberships are available to individuals who have attained a minimum age of 14 years. If you are under 18, Fitness First requires a parent or guardian to provide approval to enter into a membership agreement and agree to accept responsibility to ensure the member complies with all membership terms and conditions.
- h) The Management reserves the right to introduce and vary the prices and categories of Memberships at any time.
- i) Membership Freeze

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 for a maximum of 12 months. All freeze requests must be submitted prior to the last day of the month, and the membership freeze will take effect from the 1st of the following month. Freezes must be for a period of not less than one calendar month and may not be using in respect of the notice period or cancellation of membership. Freezing will only be approved for genuine reasons of inability to use the club's facilities. If the freeze is due to medical reasons of pregnancy, a certified true medical certificate from an approved medical practitioner is required. The freeze fee may be increased at any time at the discretion of the Management.
- j) 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. Flexi memberships only require written notice a minimum of 7 days prior to the end of the month. Failure to comply will result in one more billing cycle before termination of membership. Termination of a membership that has been frozen within 30 days of the termination request will be subject to a full month's dues billing as the notice period. Upon expiry of membership, the membership card must be returned to the Company.

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 - l) 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.
 - m) 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 obtain a Guest Pass and/ or pay the current Guest fee.

- 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 at all clubs. The provision of complimentary workout attire however is not an automatic inclusion to all membership plans and is only available 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) Shoe lockers are available for rental at prevailing monthly fees which may change from time to time. Locker rental fees can be paid in conjunction with your membership dues on a recurring basis.
- 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) 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.
- c) The Management reserves the right to use any individual or group photographs of Members and/or Guests for press or promotional purposes without prior consent.
- d) 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.
- e) The Club's normal hours of operation are indicated on the website and at the club's entrance. The Management reserves the right to adjust the hours for the purposes of cleaning, decorating, repairs or for special private functions and holidays. The Management shall endeavour to give reasonable notice of any lengthening or shortening of such hours.
- f) 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.
- g) 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.
- h) These Rules shall be governed and constructed in accordance with the laws of Singapore and subjected to the jurisdiction of Singapore.

Personal Data Protection Act 2012

- a) To process, administer and/or manage your membership with us as a member of Fitness First, the Company will necessarily need to collect, use, disclose and/or process your personal data. Such personal data includes information about you set out in your application forms and documents and any other personal information provided by you or that we obtain about you, whether now or in the future.
- b) Your failure to supply certain personal data to us (or if we are not permitted by you to process your personal data), may result in us being unable to process, administer and/or manage your membership with us. Depending on the extent by which you do not permit us to process your personal data or the extent of personal data which you do not provide to us, it may mean that we will not be able to continue the membership in question or enter into a contract with you, as the case may be.
- c) We may collect, use, disclose and/or process your personal data for one or more of the following purposes:
- i) considering and/or processing your membership application with us, including to require you to fill in relevant forms which sets out your health and lifestyle to ascertain your fitness level at the point of application with us;
 - ii) facilitating and managing your membership with us, including, without limitation:
 - 1) granting you access into the Fitness First facilities and clubs according to the terms of your membership;
 - 2) providing and arranging your personal training programmes and other programs provided by Fitness First;
 - 3) providing you with service or club/facilities status updates;
 - 4) administering your personal training and other training/fitness packages;
 - 5) processing the payment of your membership fees and / or any other relevant charges that may be incurred by you;
 - 6) operating Fitness First's members' database;
 - 7) providing you with any benefits as indicated by the terms of your membership, including to administer the relevant referral programs applicable to your membership;
 - 8) providing you with our Class Booker application for you to making booking(s) for Group Exercise classes;
 - 9) tracking your fitness levels with systems provided by us or our service providers
 - 10) providing you with a fitness evaluation where requested by you;
 - 11) facilitating the payment and provision of private locker rentals;
 - 12) managing your access to online services provided by Fitness First;
 - 13) where your image is captured on any Fitness First club/ facilities, to be used for publicity purposes; or
 - iii) carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;
 - iv) contacting you or communicating with you via phone/voice call, text message and/or fax message, email and/or postal mail for the purposes of administering and/or managing your membership with us such as but not limited to communicating information to you related to:
 - 1) the status of your membership;
 - 2) any service or club/facilities status updates;
 - 3) reminders for appointments and / or sessions that you have booked with Fitness First, whether through email or a notification through our Class Booker application;
 - 4) outstanding payments or membership fees;
 - 5) any of the purposes as indicated in paragraphs [(c)(ii)] and [(c)(iii)] above; or
 - v) carrying out due diligence or other screening in accordance with any legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
 - vi) to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to your membership with us or any other matter arising from your membership with us, and whether or not there is any suspicion of the aforementioned;
 - vii) complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which we are expected to comply;
 - viii) complying with or as required by any request or direction of any governmental authority; or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities. For the avoidance of doubt, this means that we may/will disclose your personal data to the aforementioned parties upon their request or direction;
 - ix) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our services and facilities in order to enhance your membership with us or for your benefit, or to improve any of our products or services for your benefit;
- x) storing, hosting, backing up (whether for disaster recovery or otherwise) of your personal data, whether within or outside Singapore;
- xi) providing and sending you marketing, advertising and promotional information, materials and/or documents relating to your membership with us which we think may be of benefit or interest to you, via (i) postal mail to your postal address(es) and/or electronic transmission to your email address(es), and (ii) if so consented by you, via telephone calls, SMS/MMS and/or facsimile to your telephone number(s);
- (Collectively, the "Purposes").
- d) We may also be collecting from sources other than yourself, personal data about you, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.
- e) Fitness First may/will need to disclose your personal data to third parties, whether located within or outside Singapore, for one or more of the above Purposes, as such third parties, would be processing your personal data for one or more of the above Purposes. In this regard, you hereby acknowledge, agree and consent that we may/are permitted to disclose your personal data to such third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently collect, use, disclose and/or process your personal data for one or more of the above Purposes. Without limiting the generality of the foregoing or of paragraph [(c)], such third parties include:
- i) our associated or affiliated organisations or related corporations;
 - ii) any of our agents, contractors or third party service providers that process or will be processing your personal data on our behalf including but not limited to those which provide administrative or other services to us such as mailing houses, telecommunication companies, information technology companies and data centres;
 - iii) third parties to whom disclosure by Fitness First is for one or more of the Purposes and such third parties would in turn be collecting and processing your personal data for one or more of the Purposes; and
- f) For the avoidance of doubt, where Fitness First is required to transfer your personal data outside of Singapore as stated above in paragraph [e], Fitness First shall take such steps to ensure that the receiving organisation is bound by legally enforceable obligations such as:
- i) where the receiving party is an associated or affiliated organisation or related corporation, a set of binding corporate rules; and
 - ii) where the receiving party is an unrelated third party; a contract or written agreement; to provide a standard of protection to the personal data so transferred that is comparable to the standard of protection afforded under the PDPA.
- g) For the avoidance of doubt, in the event that Singapore personal data protection law permits an organisation such as us to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.
- h) Further information on how Fitness First collects, uses and discloses your personal data, please see our privacy policy.