



MEMBERSHIP TERMS AND CONDITIONS

The following membership terms and conditions govern the rights and obligations of GYMMBOXX Pte. Ltd and KK8 Pte. Ltd (collectively, the “Companies”) and the Members (as defined below) thereof. The Companies have the rights to use the trademarks registered as “GYMMBOXX” and “24/7 FITNESS ®”. It is important that you have read and understood all the terms and conditions stated herein before signing this Agreement. Each individual who signs below will be individually and severally bound by the Agreement.

The Companies operate gymnasiums for the provision of fitness facilities/services and have appointed a management team (the “Management”) who are responsible for the operations of the Club (as defined below) and its facilities/services for the Members.

1 Definitions

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 clubs managed and operated by the Companies.

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 details of the application form and the Terms.

Cancellation Fee means the fee 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(s) means an individual who holds a membership with the Company.

Membership means a valid contractual obligation 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.

Minimum Term means the signed minimum contractual period, representing the period commencing from the start date until the expiry date as defined in the Membership plan.

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

Terms refer to these terms and conditions.



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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 this 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 its sole and absolute discretion from time to 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. Furthermore, 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 the 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:
- i. This Agreement is available digitally and encrypted with a password. You will be given a copy of this Agreement or a digital copy of this 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.
 - ii. 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 and our facial recognition access control system. ([Refer to clause 9](#))
- 2.5 A valid Membership registration in the facial recognition system is required to access all Clubs facilities and services within the operating hours unless otherwise specified in this Agreement. Failure to comply will result in denial of registration or entry to the Clubs.
- 2.6 Membership is strictly personal to the Member and is non-assignable, non-transferable, and non-refundable.
- 2.7 The Club and/or Management reserves the right to accept or reject any Membership application for any reason whatsoever. Members are subject to the Club Rules in force and agree to utilize the Club facilities/equipment in a proper manner. Usage of equipment under maintenance is strictly prohibited. We shall not be liable for any injuries resulting from incorrect or unsafe use of the facilities/equipment at our Club. By agreeing to this, you acknowledge that negligence or failure to exercise due care in handling the facilities/equipment will render you responsible and liable for all resulting damages and repair costs.

2.8 Membership tier as shown in the table below are applicable for all Clubs.

	Gold and Silver	Bronze
Pro rata Fees	✓	✗ Payable in full
Monthly direct debit/credit card auto pay (1st day of the month)	✓	✗
Contract commitment	✓	✓
Payable	Compulsory throughout the Minimum Term.	At the date of joining
Automatically renew	On-going Membership after Minimum Term expiry.	✗
Cancellation	Cancellation Fees apply.	✗ Contract ends at the end of the month.
	Refer to Clause 4	



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2.9 Upon signing up of this Agreement:

- i. **Gold and Silver:** 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 billings will be scheduled from the second month onward and are payable throughout the Minimum Term, regardless of your utilization of the Club facilities. After the final commitment month ends, this Membership will be automatically renewed on a monthly basis without a Minimum Term, while retaining the same monthly fees throughout the Agreement subject to prevailing GST and fees changes.
- ii. **Bronze:** Upon signing up, the full membership fee is payable. This membership does not renew automatically and will expire one (1) calendar month from the start of the contract. To renew, please visit the club and purchase a new contract in person.

The Members are entitled to access to all gymnasiums operated under the brands "GYMMBOXX" and "24/7 FITNESS" in different locations worldwide. The Companies reserve their sole and own discretion to adjust the membership fee applicable to different locations from time to time.

2.10 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](#) herein. Regardless of your utilization of the Club facilities, your obligation to pay all Fees due in a timely manner remains unchanged and is required by the Terms of this Agreement under all circumstances.
- ii. Unless cancelled in accordance with [clause 4](#) 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. If you do not wish to continue after your Minimum Term, you may inform us as set out in [clause 4](#) herein.
- iv. All Fees are non-refundable unless otherwise stipulated in this Agreement.
- v. The monthly direct debit/credit card autopay is payable during the Minimum Term and throughout the Agreement, regardless of your utilization of the Club facilities. Provided that you are not in default of this Agreement and subject to the Terms herein, your Membership will be automatically renewed on a monthly basis 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 autopay will continue to be payable after the Minimum Term unless your Membership is terminated in accordance with [clause 4](#) of this Agreement.
- vi. The monthly payments or any Fees due are to be paid by direct debit/credit card through our Biller.
- vii. 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 or any Fees due will be debited from the debit/credit account authorised by you until you or the Club cancels the arrangement. You agree to sign all documents necessary to ensure that the monthly payments can be made by an autopay arrangement of the direct debit/credit card.
- viii. **Membership Fees are payable on the first (1st) day of every month. It is your full responsibility to ensure that your account details are up to date and that there are sufficient funds in the nominated account or that your credit card is valid with a sufficient credit limit before the monthly payments are due.**
- ix. **In the event of an unsuccessful debit or credit card autopay, you will be responsible for any associated fees and penalties imposed the following day.** The Club reserves its sole and absolute discretion to debit or charge up to a maximum of three standard monthly dues without notice to you if prior debits or charges are unsuccessful.
- x. **If you fail to make a payment when Fees are due, your Membership will be suspended after a seven (7) day grace period. The suspension will remain in effect until all outstanding amounts are fully paid.** During the suspension period, you are still obligated to fulfill the Minimum Term of your Membership. Should collection or legal services be required to recover any outstanding amounts due from you by the Companies, you will be responsible for all costs of administration and collection, including solicitors' fees incurred by the Management.
- xi. **If the authorized bank account/credit card payment is unsuccessful or a payment amount is disputed, an administrative charge of S\$30.00 shall be applied.** Furthermore, any other overdue monthly payment(s) shall immediately become due and payable by you.



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xii. 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.

2.11 The Management reserves the right to periodically review and adjust the Fees. In the event of any proposed change or revision in the Fees, you will be provided with prior notice of at least seven (7) days through the contact method you have provided to us, or by any means deemed appropriate at the time. If the applicable Membership Fees are increased, you hereby authorize the Management to adjust the monthly direct debit or credit card autopay as indicated in the revised Fees from the date the change becomes effective, and your credit card or other payment(s) will be amended accordingly. If you do not accept the revision in your Fees, you may cancel your Membership in accordance with our Membership Cancellation policy ([Refer to clause 4](#)).

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 this disruption by informing the Club in person, with a notice of at least thirty (30) calendar days in advance. The Minimum Term shall be extended to take into account the duration during which your Membership remains hibernated.

3.2 The minimum hibernation period must be not less than one (1) month with a hibernation fee of S\$30.00 per month. Within the same calendar year, a maximum of three (3) months of hibernation is permitted. The approval of such a request is at the sole discretion of the Management, and you may be obligated to pay a portion of the Membership dues accruing during this period. The Minimum Term, as initially stipulated in the Membership Contract, shall be automatically extended by the duration of the hibernation period. This extension shall be effective from the commencement date of the hibernation.

3.3 Hibernation is prohibited within the initial three (3) months of the Minimum Term Agreement, notice period, or cancellation of Membership. If the hibernation is necessitated by medical reasons such as pregnancy or injuries, a certified true medical certificate from an approved medical practitioner is required. Approval of backdating hibernation is subject to the discretion of the Management and will be rejected without valid justification.

3.4 During the hibernation period, you are prohibited from utilizing or accessing Club facilities unless you choose to terminate your hibernation prematurely. Additionally, you are obliged to pay the pro-rated dues for the month.

3.5 If you opt to terminate your hibernation prematurely, you must notify the Club in person, with a notice period of at least thirty (30) calendar days in advance. All hibernation Fees paid are non-refundable. The hibernation fee may be increased at any time at the discretion of the Management.

3.6 The Companies have its sole and absolute discretion of the terms and condition set out in Clauses 3.1 to 3.5.

4 Membership Cancellation

4.1 Subject to Management's approval, cancellations are permitted anytime during the term of this Agreement. In the event of a cancellation during the term of this Agreement, a cancellation fee (the "Cancellation Fee") of S\$250.00 will be imposed. Any perks or benefits granted during the registration of the Membership shall be forfeited.

4.2 The Membership of this Agreement can only be cancelled upon (a) the expiry of the Minimum Term Period; and (b) a cancellation request (by completing the relevant cancellation forms in person in the Clubs) of not less than thirty (30) calendar days to the Companies to terminate the Membership. No refunds will apply in any event.

4.3 Failure to provide adequate notice for the cancellation of the Membership will result in an automatic renewal on the 1st day of the following month, subjecting you to the full Membership Fees debited from the authorized credit or debit account.

4.4 Cancellation of a credit/debit card or any action resulting in a failed deduction does not constitute Agreement cancellation. By taking such action, you remain fully responsible for outstanding dues, subject to penalties as deemed appropriate.

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- 4.5 Settlement of all outstanding Fees is prerequisite to Membership cancellation processing. Failure to clear dues may prompt Management to initiate further recovery actions, with associated administrative and collection costs, including solicitors' fees, to be borne by you.
- 4.6 All Fees paid prior to cancellation are non-refundable unless otherwise stipulated in this Agreement.
- 4.7 Once a cancellation request has been submitted, the option to apply for Hibernation is not available. In the event of canceling a Membership that has been already hibernated, the member shall be liable for any monthly dues in full within the hibernated period.

5 Membership Termination and Penalty

- 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; or
 - ii. If your conduct is deemed to be damaging to the character or interests of the Club and/or the Company; or
 - iii. If the Management is of the opinion that a member is not a suitable individual for continuing Membership.
- 5.2 If such termination, a 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 [Cancellation Fee in clause 4](#). 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 [The Membership of this Agreement is for the Members only and the Membership shall not give access to another individual or any guest of the Members. Should there be any violation of this rule by the Member, the Management reserve the right and discretion to immediately terminate the Membership and demand for monetary penalty in the sum of S\\$178.00 or equivalent to membership fee for one \(1\)-month membership in accordance with the price list \(as published in the website of the Companies\) in effect at the time being , whichever is higher, against the Member.](#)
- 5.5 All the decisions of the Management on Membership's termination, a ban and/or suspension shall be final and binding. No refund of all Fees paid prior to such a decision.

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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 highly recommended and to use it especially if you intend to use any equipment which has an upholstery. Wipe away your perspiration after use.
- 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 on 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 (dangerous 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.

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 Clubs.

6. NON-COMMERCIAL ACTIVITIES ONLY

- Engaging in any form of touting, soliciting, and unauthorized personal training is prohibited within the Club premises. The Member shall not engage in any paid or unpaid personal training or instructions to other Members without prior approval by the Companies.
- 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.

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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, the personal trainers of the Companies and their clients have priority access over the use of equipment. You are obligated to share equipment with the personal trainers appointed by the Companies 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 Under no circumstances shall you use loud, profane, or vulgar language in the Club premises, nor shall you molest, assault, pester, or harass other Members, Guests, or staff. Engaging in such behavior will result in the suspension or immediate termination of your Membership, and the balance of this Agreement may be declared due and payable in full immediately.
- 6.3 Any form of indecent behavior, horseplay, use of loud, profane, or vulgar language, equipment abuse, mistreatment of staff, or any other inappropriate conduct within the Club premises will not be tolerated. Such actions may result in immediate termination, a ban, and/or suspension of your Membership, with associated fees payable in accordance with clause 5.2.
- 6.4 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 strongly advised to consult with a medical professional before engaging in any form of physical exercise. It is your responsibility to utilize all Club facilities safely and appropriately. If you are uncertain about the proper use of any equipment, please seek assistance from a Club staff member.
- 7.2 You hereby warrant and represent that:
- i. 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.
 - ii. 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.

8 Limitation of Liability

- 8.1 By signing this agreement, you acknowledge that:
- i. **The Club operates as an unsupervised 24-hour fitness facility.** You agree to conduct exercise responsibly and with due care, taking into consideration your own medical, health and mental state at all times. You understand and accept all risks, including injuries or death, arising from the proper or improper usage of any exercise equipment and/or accessories, or a failure to follow the safety instructions displayed on the equipment. Exercising alone without the aid and/or presence of the Club staff on the premises may result in any form of injuries or death.
 - ii. There are hazards and risks connected with physical fitness training. These risks include, but not limited to, abnormal blood pressure, fainting, hear disorders, heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints.

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Exceeding one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death.

- iii. Members are responsible for the safekeeping of their personal belongings.
- 8.2 The Club and/or the Management will not be held responsible, to the extent permitted by law, for all claims, demands, expense incurred by reason of any claim, personal injuries or actions arising out of negligence or intentional conduct (including death), 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. Failure to exercise due care in the use of our equipment/facilities may result in liability for any damages caused through negligent use.
- 8.3 You hereby release, indemnify, and hold harmless to the Management team, its staff, affiliates, and agents from all claims and/or charges that may be brought against them by or on behalf of a Member for any claims as set out in clause 8.1.
- 8.4 In the event the Company, including its Management, staff, affiliates, and agents, is found liable to you under the law, you agree that the total damages payable to you, if any, shall not exceed the monthly Membership Fees payable by you.

9 Provision of Personal Data and Privacy

- 9.1 "Personal data" means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which the Companies have or are likely to have access.
- 9.2 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.
- 9.3 Please ensure that you review and fully understand our Data Protection Policy at [Data Protection Privacy Policy](#).
- 9.4 **By accepting these Terms upon application for Membership and/or services, you acknowledge and consent to the Management and/or the Club processing, collecting, and utilizing your personal data in accordance with the Terms and our privacy policy.** You understand that providing such consent is necessary for your membership application to be considered, and failure to do so may result in the rejection of your application.
 - i. Provision of services, including administration of Membership, personal training, inquiries, and newsletter for marketing purposes, latest updates, or announcement etc.
 - ii. **Collection of biometric information (including the shapes and colors that make up your face) for such purposes and agreeing to promptly update any changes in biometric information.**
 - a **Your photograph will be processed to create an encrypted biometric template and subsequently used for matching against the presented biometric sample used by our access control system.**
 - b **Your photograph will be used solely for the purpose of Membership verification, facilitating access control into Club facilities using facial recognition technology. This includes but is not limited to entry and exit points, designated areas within the Club, and any other relevant access control measures.**
 - iii. The Company is committed to ensuring the security and confidentiality of your personal data (including biometric information). Personal data may be hosted, transferred to, and stored securely in compliance with applicable data protection laws and regulations 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.
 - iv. I acknowledge that closed-circuit television surveillance cameras (CCTV) are in use for the protection of the facility, including prevention of tailgating, safeguarding equipment and ensuring the safety of its members. I hereby consent to being photographed and/or recorded for such purposes.
 - v. Any other purposes for which the Management notifies the Member at the time of obtaining his/her consent.
- 9.5 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

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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.

- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 You are not allowed to take photographs or videos that include other Members, Guests or staff without their consent in accordance with the PDPA Act.

10 Guests

- 10.1 All Guests must schedule an appointment and check in with Club staff for verification and/or registration of their Guest account. Each Guest agrees to and comply with all the Agreements 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 complies with the Club Rules at any given time. ([Refer to clause 6](#))
- 10.3 The Management reserves the right, at its discretion, to:
- i. Limit the number of Guest that can be accepted in the Club.
 - ii. Restrict any Guest from accessing the Club.
 - iii. Revise the Agreement and the charges levied on Guest passes from time to time.

11 Others

- 11.1 Members and Guests are prohibited from taking photos and/or videos within the Club premises for the purpose of promoting their own businesses or engaging in commercial activity on any social media platforms, except for personal usage, unless specific permission has been obtained from The Management. Such permission must be requested in advance via written email correspondence.
- 11.2 The Club's operating hours are displayed at the Club premises, on social media platforms, and/or the website. The Management reserves the right to adjust the Club's operating hours for various reasons, including but not limited to renovation, repairs, cleaning, special functions, holidays, any maintenance closures mandated by property



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management or any government authorities, or other circumstances preventing normal operation of the facilities. Such adjustments will be made at the absolute discretion of the Management. Reasonable notice of any changes to operating hours will be provided by the Management and/or the Club.

- 11.3 The Management shall not be held liable for any disruptions to Club operations resulting from natural forces, including but not limited to building issues, fires, floods, or other unforeseen events beyond our reasonable control, which prevent Members from accessing the facilities.
- 11.4 The lockers or storage cubicles are cleared daily, and any unclaimed or lost property will be held by the Club for a short period of time. After this period, the Club and/or the Management reserves the right to dispose of the items as deemed appropriate. No claims or reimbursement shall be entertained beyond this period. Additionally, the Management holds the right to impose a fee for reclaiming property left in lockers or storage cubicles.
- 11.5 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 Membership with immediate effect.
- 11.6 The Management reserves the right, at its sole discretion, to revise, vary, delete, or add to these Agreement with immediate effect and without prior notice, except for major revisions. The latest version of the Agreement will supersede any obsolete Agreement. In the event of a major revision to the Agreement, prior notice of at least seven (7) days will be provided, along with a revised copy delivered to you through the contact method you have provided to us, or by any means deemed appropriate at the time.
- 11.7 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](#))
- 11.8 The Membership Agreement shall be governed and constructed in accordance with the laws of Singapore and subject to the jurisdiction of Singapore.

12 Dispute Matters

- 12.1 In the event of the cessation of operations at a specific Club, your membership will be automatically transferred to the nearest operational Club. You shall retain the same access and privileges as stipulated in your existing Membership. The Management will make reasonable efforts to provide ample notice to its Members. The Management reserves the discretion to establish stipulations and make necessary decisions related to the closure based on prevailing circumstances.
- 12.2 Any dispute arising from or in connection with this Agreement or Fees, including questions regarding its existence, termination, validity, or breach ("Dispute"), requires mandatory mediation for a minimum of seven (7) days before initiating any legal action against the Club.
- 12.3 Mediation will occur between you and the designated representative, appointed at the Management's sole discretion. During this seven (7)-day period, you agree not to disclose any information about the Dispute or the mediation process to the public without the Management's written consent. If no amicable settlement is reached within thirty (30) days of mediation starting, the Dispute will be governed by Singapore law, and both you and the Club agree to submit exclusively to the jurisdiction of Singapore Courts.
- 12.4 You also agree that the Club can recover all costs and expenses resulting from engaging attorneys, where applicable.
- 12.5 Not using the Club facilities will not release you from the obligation to make all payments required by this Agreement.
- 12.6 This Agreement constitutes the entire agreement between the parties. Any conditions, warranties, or other terms not explicitly stated in this Agreement or not required by law regarding the services or goods provided by us, our staff, servants, or agents are 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.