

VIRGIN ACTIVE SINGAPORE

DISCOVER PERSONAL TRAINING TERMS AND CONDITIONS



Welcome to Personal Training ("PT") at Virgin Active Fitness Clubs, where our group of highly qualified and experienced Personal Trainers are committed to help you improve your physical wellbeing and reach your fitness goals.

This PT Agreement sets out the terms on which "we", Virgin Active Singapore Pte. Ltd., will provide "you" with PT services in our clubs or online. These terms are additional to those set out in your membership agreement.

If you have any questions about this agreement, or any concerns about PT, please contact your Fitness Manager.

DISCOVER PERSONAL TRAINING TERMS

1. Eligible Members may purchase one (1) "Discover personal training" package consisting of three (3) Personal Training sessions for \$130 including GST (**Sessions**) when all of the following conditions are met:

- a) the Member must be a current Virgin Active member (including active members or members on freeze) who have not purchased any personal training sessions in 2020; and
- b) the Member must purchase the Discover personal training package **before 31 July 2020**.

2. Payment for Sessions must be made in advance of any Sessions taking place. Sessions must be used **prior to 31 August 2020**.

3. Offer not available in conjunction with other Virgin Active offers.

4. Sessions must be pre-booked and are subject to trainer availability. No refund will be given for expired Sessions. Some Sessions may be delivered in club (for members not on freeze) or online.

5. Sessions will not be allocated or available where a Member's account is in arrears on the Session date or if a Member has cancelled their membership prior to the Session date.

6. If, for any reason, we need to cancel your appointment within 24-hours, your next scheduled Session will be provided free.

7. In return, we require 24-hours' notice of any cancellation or rescheduling. Failure to do so will result in being charged or forfeiting the full Session value.

8. If your Personal Trainer is more than 10 minutes late for your Session, you will receive a free Session, arranged at a mutually convenient time for you and your Personal Trainer.

9. If you're late for your Session, your Session length will be deducted accordingly, and you will be charged at the scheduled rate. If you're more than 20 minutes late, the Session may be cancelled, and you will be charged for the full Session.

10. If you would like to change Personal Trainers, for any reason, please contact your Fitness Manager and she/he will be happy to assist you.

11. Should you experience any pain, discomfort, or injury, during any of your Sessions, please inform your Personal Trainer immediately.

12. Prior to, or during, the course of your training, health concerns may arise that may require further input from your doctor, physiotherapist, or other allied health professional. Your Personal Trainer may request your assistance in obtaining that information.

13. Please be aware that your Personal Trainer cannot diagnose and/or prescribe treatment for any form of injury, disease, or other medical problem.

14. If you are unable to continue your scheduled Sessions due to medical reasons, a refund may be available for the remaining Sessions. You will need to submit a letter from your doctor clearly stating exercise restrictions prior to a refund being considered.

15. Refunds are not provided under any other circumstances.

16. If your Personal Trainer is away on holiday or sick leave, please contact your Fitness Manager and you will be allocated a temporary replacement Trainer for the duration of their absence. Refunds will not be given on Sessions that have to be rescheduled under these circumstances.

17. If your Personal Trainer is no longer with Virgin Active, your Fitness Manager will allocate you another Personal Trainer who is suitable to your needs and will supply them with your complete training history. Refunds will not be provided under these circumstances.

18. You may not transfer your PT Agreement or Sessions to another person.

ONLINE PERSONAL TRAINING TERMS

If you are receiving a Session online, you also agree to the following terms:

1. Online Sessions are for personal use only. Any misuse of our content for commercial purposes will result in immediate termination of your log in subscription or your membership. Online content is for use by over 18s only.

2. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and seek advice from your medical professional.

3. In the course of exercising, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence.

4. Without limitation to the above and any other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired. To the extent permitted by law, and again without limiting the above, unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.