



# VIRGIN ACTIVE SINGAPORE 6 MONTH ENGAGEMENT MEMBERSHIP TERMS

Member Name \_\_\_\_\_

Membership Number \_\_\_\_\_

**YOUR MEMBERSHIP AGREEMENT HAS A MINIMUM INITIAL COMMITMENT PERIOD OF TWENTY SIX WEEKS FROM THE START OF THE FIRST FORTNIGHTLY BILLING PERIOD FOLLOWING YOUR MEMBERSHIP START DATE SET OUT IN YOUR MEMBERSHIP APPLICATION FORM AND IT AUTOMATICALLY RENEWS FOR FURTHER TWO WEEK COMMITMENT PERIODS UNLESS TERMINATED UNDER PARAGRAPH 8.**

## 1. THE AGREEMENT BETWEEN YOU AND US

### 1.1 Your membership

These Terms, together with the Club Rules and the following completed documents:

- a. your Membership Application Form;
- b. your payment authority; and
- c. your Health Check Questionnaire;

make up all of the terms of a Membership Agreement ("Agreement") between the member named above ("you"), and Virgin Active Singapore Pte. Ltd. (Registration Number 201219030N) ("us"). It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. If you have any questions please ask us.

### 1.2 Corporate members

If you are a corporate member, you will also have to produce proof of your corporate identity to us. Extra or different terms ("Corporate Terms") might apply to you because of the corporate membership agreement between us and your employer, which has taken out corporate membership with us. In particular, the conditions to end or freeze the Agreement may be different for corporate members.

The Corporate Terms form part of the Agreement between us, as well as the documents listed in paragraph 1.1 above. If there are any differences between any part of these Terms and the Corporate Terms, the relevant terms of the Corporate Terms will take priority.

The company which is allowing you to benefit from corporate membership is responsible for making you aware of any Corporate Terms that apply.

## 2. YOUR TYPE OF MEMBERSHIP, YOUR HOME CLUB AND OTHER CLUBS

You are becoming a member of Virgin Active under the type of membership ("Membership Type") and at the club ("Home Club") stated in your Membership Application Form. Your membership entitles you to use the facilities available at your Home Club. "Club" means any Virgin Active club in operation by us or any other member of the Virgin Active group from time to time. Subject to our Reciprocal Rights Policy (available at [virginactive.com.sg](http://virginactive.com.sg) or by asking the receptionist at your Home Club), you may also use the facilities of any other Club in Singapore and you may have limited rights to use Virgin Active Clubs in other countries in which we operate. We reserve the right to cancel or suspend your rights to use other Clubs in the event that you fail to comply with our Reciprocal Rights Policy. This benefit is not available to some membership types.

## 3. WHEN WILL YOUR MEMBERSHIP START?

Your membership will start on the Membership Start Date ("Membership Start Date") set out on your Membership Application Form, provided that:

- a. you have signed these Terms, your Membership Application Form, and your payment authority;
- b. you have completed a Health Check Questionnaire and, if applicable, provided any other medical details of your health and fitness to our satisfaction; and
- c. we have received your Total Upfront Payment as set out in your Membership Application Form.

## 4. HOW LONG WILL YOUR MEMBERSHIP LAST?

### 4.1 Commitment Periods

Your Commitment Periods include both an Initial Commitment Period and Ongoing Commitment Periods. You are committed to a minimum initial period of membership ("Initial Commitment Period") such that:

- a. if your Membership Start Date is the first day of a fortnightly billing period, the period of twenty six weeks from your Membership Start Date; or
- b. if your Membership Start Date is on any other day than the first day of a fortnightly billing period, the period including the rest of that fortnightly billing period plus twenty six weeks from the first day of the next fortnightly billing period.

On completion of your Initial Commitment Period on the end date set out in your Membership Application Form, your membership will automatically renew for further two week Commitment Periods ("Ongoing Commitment Periods") unless your membership is terminated in accordance with paragraph 8 or you provide us with notice that you wish for your membership to end on the expiry of the Initial Commitment Period which we must receive at least 3 days prior to the end of your Initial Commitment Period. Each Ongoing Commitment Period will begin on the first day after your previous Ongoing Commitment Period ends.

### 4.2 Can you suspend or "freeze" your membership?

If you wish to suspend or "freeze" your membership you may notify us of your request in writing or by completing a Change of Circumstances Request Form. You will also have to pay the non-refundable Freeze Fee set out in your Home Club price list current at the time you freeze your membership. Your Home Club receptionist will be able to confirm to you the periods of freeze available during your membership. During your Initial Commitment Period your membership may be frozen for up to 12 weeks and only in blocks of two whole fortnightly billing periods (i.e. a minimum of 4 weeks to a maximum of 12 weeks) but cannot be frozen for only a part of any fortnightly billing period (the "Freeze Period"). If you freeze your membership during the Initial Commitment Period, your Initial Commitment Period and the Initial Commitment Period end date set out in your Membership Application Form will be extended by the Freeze Period. After the Initial Commitment Period, you can also freeze your membership for two or more consecutive whole fortnightly billing periods (i.e. a minimum of 4 weeks) but your membership cannot be frozen for only a part of any fortnightly billing period. You can notify us at any time that you would like to freeze your membership but your Home Club must receive your notice at

least 3 days (i.e. by close of business Sunday) prior to the start of the first fortnightly billing period you wish to freeze. You will not be able to use any Club while your membership is frozen.

### **4.3 What happens if you change your mind?**

You may notify us, by completing a Break Up Form at your Home Club, that you wish to cancel your membership within 14 calendar days from the date that you sign these Terms ("Cooling Off Period"). If you do so, we will refund your Total Upfront Payment and any Membership Dues which you have paid to us after you return your Membership Card or wristband, Wellness Key, Starter Pack, gifts and any documentation which we have provided to you upon joining. If you have used your membership during the Cooling Off Period, we will refund those amounts set out above, less the applicable Guest Fee for each visit, the fees for any personal training or other Club services you have received and a reasonable administration charge.

## **5. MEMBERSHIP DUES AND FEES**

### **5.1 Activation Fee**

Other than as stated in paragraph 4.3 the Activation Fee stated in your Membership Application Form is non-refundable and is payable by you when you sign these Terms. If your membership is terminated for any reason and you subsequently wish to rejoin any Club you will need to pay the Activation Fee and Membership Fees applicable to that Club at that time.

### **5.2 Membership Dues**

As a Virgin Active member you are personally responsible for payment of the Membership Dues and any other ongoing payments set out in your Membership Application Form as they fall due.

As a 6 Month Member, your Membership Dues are payable for the whole of your Initial Commitment Period at the total cost set out in your Member Application Form. Your Membership Dues are due for the whole of each Commitment Period even if your membership is terminated during the Commitment Period (unless you have terminated your membership under paragraph 8.2). If your Initial Commitment Period includes a partial fortnightly billing period as provided for in paragraph 4.1(b) above, your Membership Dues for that period will be calculated on a proportional basis according to the number of days remaining in that fortnightly billing period. Membership Dues vary depending on your type of membership and also vary from Club to Club. You must pay the Membership Dues applicable to your Home Club and your Membership Type at the relevant time.

You may pay your Membership Dues fortnightly in advance by periodic credit card or other payment authority under your payment authority.

You may also choose to pay your Membership Dues upfront for the full Initial Commitment Period however in choosing to do so you agree to:

- a. waive your right to freeze your membership during the Initial Commitment Period; and
- b. if your membership is terminated prior to the Initial Commitment Period you will not be entitled to any refund of your Membership Dues paid upfront except if you have terminated your membership under clause 8.2(b).

You will not be allowed to access the Club if your Membership Dues remain outstanding. We will collect any outstanding amounts and any charges we incur from late payment through your payment authority.

### **5.3 Changes to Membership Dues**

Your Membership Dues are fixed for the Initial Commitment Period unless you change your Home Club during the Initial Commitment Period upon which the Membership Dues applicable at your new Home Club at the date of your Home Club transfer will apply for

the remainder of your Initial Commitment Period. You will also be required to pay the relevant Transfer Fee set out in your Home Club price list. Upon the expiry of the Initial Commitment Period your Membership Dues will be updated to the Membership Dues then applicable at your Home Club at that time. This may result in an increase to your Membership Dues after the Initial Commitment Period. We will give you at least 14 days' notice of any change and the date from which the change will apply by emailing you, notifying you via your member portal at [virginactive.com.sg](http://virginactive.com.sg) or writing to you at the contact address you have provided to us. After the Initial Commitment Period, if you do not wish to accept an increase in your Membership Dues you may terminate your membership in accordance with paragraph 8.1. If you do not terminate your membership you will be required to pay any revised Membership Dues from the date from which the change becomes effective and your credit card or other payments will be amended accordingly.

### **5.4 Other membership fees and charges**

Any fees or charges that may be payable for additional services and facilities, such as Freeze Fees, Guest Fees, Replacement Membership Card Fees and Transfer Fees, will be set out in the relevant Home Club price list (as may be amended by us from time to time) available at the Reception of your Home Club.

## **6. CAN YOU TRANSFER YOUR MEMBERSHIP TO ANOTHER PERSON?**

No, you may not transfer your membership to another person. Your membership is personal to you.

## **7. MEMBERSHIP TYPE**

Membership types vary from club to club.

### **7.1 Can you change your Membership Type or Home Club?**

Yes, you may change your membership to another Membership Type as long as you qualify for that Membership Type and you serve any remaining period of your Initial Commitment Period under that new Membership Type. You can also change your Home Club to another Singapore Club in accordance with our Reciprocal Rights Policy. You must complete and provide to your Home Club a Change of Circumstances Request Form and pay the relevant Transfer Fee and Membership Dues applicable to the new Membership Type and/or Home Club as current at the time of your request. Certain Membership Types may not be available at every Club. Your Home Club must receive notice of any change to your Membership Type or Home Club at least 3 days (by close of business Sunday) prior to the start of the fortnightly billing period from which you want the change to be effective. We reserve the right to change your Home Club or Membership Type in accordance with our Reciprocal Rights Policy or if you no longer qualify for a particular Membership Type.

### **7.2 Access**

Certain Membership Types may have restricted access times, refer to the price list (available at your Home Club's Reception) to see which of these apply.

### **7.3 Facilities**

We may need to adjust the availability of certain facilities at your Home Club on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. If your Home Club is not available for more than seven days in a row, you can ask for a credit against your Membership Dues for the period that your Home Club is not available provided you do not use any other Club during that period.

## 8. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

### 8.1 Termination by you after the Initial Commitment Period

After the Initial Commitment Period you may give us notice to terminate your membership at any time by completing a Break Up Form at your Home Club Reception which we must receive at least 3 days (by close of business Sunday) prior to the date you wish to stop the renewal of your Ongoing Commitment Periods.

### 8.2 Reasons for ending your membership early

- a. If you wish to terminate your membership prior to the completion of your Initial Commitment Period you may do so by completing a Break Up Form at your Home Club however a fee of the lesser of the early termination fee set out in your Membership Application Form or the amount outstanding by you under this Agreement will be payable ("Early Termination Fee"). The Early Termination Fee must be paid by you on completion of a Break Up Form at your Home Club in order for your termination to be processed. Your termination will take effect from the first fortnightly direct debit date after we receive your Break Up Form and Early Termination Fee.
- b. You may terminate your membership immediately by completing a Break Up Form at your Home Club within 30 days of any of the following occurring:
  - i. We increase your Membership Dues other than in accordance with paragraph 5.3.
  - ii. We change the physical location of your Home Club.
  - iii. We close the whole of your Home Club for any reason for a period of 30 days in a row or longer.
  - iv. We make changes to these Terms or the Club Rules under paragraph 10 that significantly reduces the benefits of your membership.
  - v. We breach any terms of this Agreement and fail to rectify that breach within 14 days of you giving us notice to do so.
- c. You may also terminate your membership by completing a Break Up Form at your Home Club within two months of any of the following occurring:
  - i. You are unable to use a Club because of a genuine and serious illness or injury for a period of at least two calendar months. You must provide reasonable professional evidence of your illness or injury such as a doctor's certificate or a letter from a hospital which must outline specifically how your condition prevents you from using a Club for two calendar months or more. Your membership will terminate at end of the current fortnightly billing date provided that we receive your notice at least 3 days (i.e. by close of business Sunday) prior to the start of the next fortnightly billing date.
  - ii. You are no longer entitled to live in Singapore and you provide us with reasonable written evidence such as documentation from the Singapore government or other relevant authority.
  - iii. You become bankrupt and provide us with reasonable evidence such as copies of Court documentation or orders. Your membership will terminate at the end of the current fortnightly billing date provided that we receive your notice at least 3 days (i.e. by close of business Sunday) prior to the start of the next fortnightly billing date.

### 8.3 Termination by us:

We may terminate your membership immediately by emailing or writing to you at the contact addresses we have on our records:

- a. If you commit a serious or repeated breach of these Terms or the Club Rules.
- b. If you otherwise breach these Terms or the Club Rules and the breach, if capable of remedy, is not remedied within 14 days of us giving you notice to do so and informing you that your membership will be terminated if you fail to do so.
- c. If any part of your Membership Dues remains unpaid 28 days after falling due.
- d. If you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership. If we terminate your membership for any of these reasons we may (without limiting any other right or remedy) recover any other reasonable costs and expenses we incur as a result of your breach and to collect the full amount of Membership Dues for the remainder of the then current fortnightly billing period, any arrears and any applicable Early Termination Fee.
- e. If we close your Home Club, we will provide you with the option to transfer to another Club at the prevailing Membership Dues applicable at that Club at the time of your transfer. We will not charge you a Transfer Fee. If you do not wish to accept the transfer to another Club, your membership will end on the date that your Home Club is closed.

### 8.4 Collection of fees

We will collect any Membership Dues and fees (including any applicable Early Termination Fee) that are outstanding when your membership is terminated. We may use a third party to assist in the collection of outstanding fees.

## 9. WHAT ARE THE CLUB RULES?

The Club Rules govern your use of a Club. In becoming a member you agree to comply with the Club Rules which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests and visitors while they are using the Club. Up-to-date Club Rules will be published at [www.virgininactive.com.sg](http://www.virgininactive.com.sg) and displayed in each Club.

## 10. CHANGES TO THESE TERMS OR THE CLUB RULES

We reserve the right to make reasonable amendments to these Terms or the Club Rules at any time. We will give you at least 14 days' notice by emailing you, notifying you via your member portal at [www.virgininactive.com.sg](http://www.virgininactive.com.sg), or writing to you at the contact address you have provided to tell you that changes are being made and that you may see the amended Terms or Club Rules on our website or at the Club. If any amendment to these Terms or the Club Rules significantly reduces the benefits of your membership you have the right to terminate your membership under paragraph 8.2.

## 11. HOW YOU SHOULD CONTACT US?

Any written notice or completed form provided to us must be sent by post, fax or email, or given in person at your Home Club's Reception; with the exception of a termination by you (see paragraph 8.1). Full contact details are available at your Home Club's Reception.

## 12. RISK AND YOUR HEALTH

Exercising and using Club facilities may involve the risk of injury and you exercise and use the Club facilities at your own risk. 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 notify a staff member.

### 13. LIABILITY

#### 13.1 Use of facilities

If you are killed or injured in the course of, or as a result of, using any Club, we (and the member of the Virgin Active group which operates such Club), will not be liable except to the extent caused by our negligence. You acknowledge and agree that any such member of the Virgin Active group shall be entitled to rely on and/ or enforce the foregoing exclusion as if it is a party to this Agreement.

#### 13.2 Liability for supply of other services

Without limitation to paragraph 13.1 and any other terms which are implied into this Agreement 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 reasonable 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 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 paragraph 13.1, unless we have breached these obligations we will not be liable for any loss, liability or damage that you may incur as a result of the services provided by us to you.

### 14. OTHER BITS

You must keep us up to date with your contact details by completing a Change of Circumstances Form and giving it to your Home Club if your contact details change. In the event that we do not receive a Change of Circumstances Form from you and your contact details change, notice given by us to the email or other address we have on our records for you will constitute valid notice to you under these Terms.

We may transfer our rights and obligations (or both) under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership upon completing a Break Up Form.

All undefined terms used in this document have the meaning set out in the Membership Application Form. If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also if we fail to notice or act if you break any of the terms of this Agreement, this does not mean that your behaviour is acceptable. If a Court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement.

This Agreement is subject to the laws of Singapore. This Agreement embodies all the terms and conditions agreed upon between you and us as to the subject matter of this Agreement, and supersedes and cancels in all respects all previous agreements and understandings between you and us with respect to the subject matter of this Agreement, whether written or oral.

### 15. YOUR PERSONAL DATA

We take the privacy of our members seriously and our Privacy Policy (available at [www.virginactive.com.sg](http://www.virginactive.com.sg)) explains the ways in which we use and protect your personal information. We will collect personal information from you that may relate to your physical health or condition, including through your Membership Application Form, a Change of Circumstances Form and Health Check Questionnaire. Should you default on payments due to us we may notify the default to a credit reference agency or other third party to obtain payment from you. If you have any request concerning your personal information please contact your Home Club.

By signing below, you agree to be bound by this Agreement. If you are joining us as a linked member, please note that each linked member who signs below will be individually bound by the Membership Agreement.

Do not sign below until you have read these Terms and the other documents listed in paragraph 1. If there is anything you do not understand, please ask us for an explanation before you sign.

Name of member \_\_\_\_\_

Signed (member) \_\_\_\_\_

Date \_\_\_\_\_

If you are under 18, a parent or guardian will need to sign below to consent to you becoming a member and will be responsible for your obligations under the Agreement and accept these Terms and the Club Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in accordance with this Agreement. Your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with unless they authorise another person (including you).

Name of member under 18 \_\_\_\_\_

Name of Parent/Guardian \_\_\_\_\_

Signed (Parent/Guardian) \_\_\_\_\_

Date \_\_\_\_\_

#### Virgin Active Singapore Pte. Ltd.

\_\_\_\_\_  
Name of Virgin Active Representative

\_\_\_\_\_  
Signed (for identification purposes only)  
(Virgin Active Representative)

\_\_\_\_\_  
Date

**Note that the Agreement between you and us will come into force upon you signing these Terms even if a Virgin Active Representative is not named or does not sign them.**