



**IMPACT@HONG LIM GREEN FITNESS MEMBERSHIP
TERMS AND CONDITIONS & INDEMNITY FORM**

20 Upper Pickering Street Singapore 058284

Tel: 67860016

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TERMS & CONDITIONS

Important! The following terms and conditions govern your imPact membership. Before you sign up for the imPact membership, please read the following terms and conditions thoroughly.

1. DEFINITIONS AND INTERPRETATION

When the following terms are used in these Terms and Conditions, they have the meanings set out below:

- 1.1. "Club Rules" means the rules set out in Annex A and forms part of these Terms and Conditions.
- 1.2. "PA" means People's Association, a statutory board established pursuant to the People's Association Act (Chapter 227) and includes imPact@Hong Lim Green.
- 1.3. "imPact@Hong Lim Green" refers to the premises at [20 Upper Pickering Street, Singapore 058284].
- 1.4. "imPact membership" means a membership for the use of facilities and classes at imPact@Hong Lim Green.
- 1.5. "imPact membership card" or "Card" means the card issued pursuant to these Terms and Conditions and the subsequent renewal or replacement of the card.
- 1.6. "Terms and Conditions" means the terms and conditions set out in this document (including the Club Rules).
- 1.7. "We", "our", and "us" refers to PA.
- 1.8. "You" and "your" refers to the person to whom the imPact membership card or replacement Card is issued.
- 1.9. Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa. The headings used in these Terms and Conditions are for ease and reference only. These Terms and Conditions are not to be interpreted by reference to the headings.

2. IMPACT MEMBERSHIP AND THE IMPACT MEMBERSHIP CARD

Types of membership

2.1 There are two types of imPact membership:

(a) Monthly passes

- Active Pass (1-month unlimited number of classes- Valid for 1 month from date of purchase)
- Intense Pass (3 months unlimited number of classes- Valid for 3 months from date of purchase)
- Pro Pass (6 months unlimited number of classes- Valid for 6 months from date of purchase)

(b) Day passes

Eligibility and purchase of imPact membership

2.2. Any person with a SingPass account may purchase an imPact membership.

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Issuance of the imPAct membership card

2.3. For monthly pass members, the imPAct membership card will be issued to you after we receive payment of your membership fees. We reserve the right to waive this requirement as we deem fit. The Card can be collected within one week upon receipt of payment of your membership fees at the imPAct@Hong Lim Green outlet. The Card will have no stored value. Day pass members will not receive an imPAct membership Card.

2.4. The Card (and all corresponding intellectual property rights) is issued, managed and owned by PA. Although you hold the Card, it remains PA's property at all times. You must return the Card to us immediately upon our request at any time. We reserve the right to retain or require you to surrender the Card to us if we have reason to believe that it is stolen, tampered with or otherwise misused.

Acceptance of Terms and Conditions

2.5. By participating in classes, using our facilities and/or collecting your Card (if applicable), you are deemed to have accepted and agreed to the terms and conditions in these Terms and Conditions.

Card Validity Period

2.6. The Card validity will be based on the type of monthly pass membership purchased.

2.7. The Card validity will terminate upon the expiry or termination of your membership, whichever is earlier. You shall not assign, transfer, resell or deal in any other manner with your imPAct membership, your Card and any of your rights and obligations under these Terms and Conditions. Your card may only be used by you. We reserve the right to cancel any membership which has been assigned, transferred or resold and you will not be entitled to any refund of any membership fees.

Renewal of membership

2.8. You may apply to renew your membership. Any renewal of your membership shall be at the sole discretion of PA and on such terms and conditions prevailing at the time of renewal.

Damaged Card

2.9. You can come to imPAct@Hong Lim Green outlet to have your damaged or defective Card replaced. We may charge a fee for replacement of the Card.

3. USES OF THE IMPACT MEMBERSHIP CARD

imPAct Membership Card

3.1. All monthly pass members must present their imPAct membership card to gain entry into our facilities and check in for classes. Photo identification may be required for verification purposes. Registration for classes are based on first-come-first-serve basis and may be done at the counter at level 1 of imPAct@Hong Lim Green or through such mode(s) of registration as we may notify you from time to time. All registration for classes are subject to availability and successful payment of membership fees. Prior bookings or class reservations are not available. Members are allowed to use the shower facilities, lockers, water dispenser and yoga mats at imPAct@Hong Lim Green. Members are required to bring their own towels and toiletries as these will not be provided by us.

3.2. Any monthly pass member who wishes to enter our facilities or register for classes without a valid Card may only be admitted at our absolute discretion.

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3.3. Any modification/defacement of the Card face will not be accepted by us. We reserve the right to require you to immediately surrender such modified / defaced Cards.

3.4. The normal operating hours of imPAct@Hong Lim Green are stated at www.onepa.sg. We reserve the right to adjust our operating hours for the purpose of cleaning, maintenance, special events or public holidays, and such adjusted operating hours will be displayed at the counter at level 1 of imPAct@Hong Lim Green.

Promotional and loyalty programmes

3.5. We may from time to time at our discretion introduce one or more loyalty programmes or promotional programmes on such terms and conditions as may be determined by us. To enjoy discounts and privileges offered by us, members are required to present their imPAct membership card. Should you have any queries or if you wish to opt out of receiving publicity materials, please call our hotline number at 67860016 or email us at imPActHLG@pa.gov.sg.

3.6. We reserve the right to add, modify, cancel or discontinue any of the loyalty programmes or promotional programmes as we deem fit without prior notice to you.

4. FEES AND CHARGES

4.1. The membership fee for the type of membership you have chosen is stated when you submit your membership application. This membership fee is non-refundable and is payable by you when you submit your application for your imPAct membership. We review our membership types and membership fees periodically and may change them from time to time. Any changes to the membership fees will only apply to all new or renewed memberships.

4.2. You may be charged a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your membership or your use of your Card, whether such a service or action is referred to or contemplated in these Terms and Conditions or otherwise.

5. LOSS/THEFT/DAMAGE/DISCLOSURE

Duty to prevent Loss, Theft, Damage and Fraud

5.1. If you are issued with a Card, you must keep the Card safe and secure at all times. Any unauthorized use of the lost/stolen Card will be your sole responsibility. If your Card is lost, stolen, damaged or used by any other person, you must report this immediately at our hotline number 67860016. If the lost or stolen Card is recovered, you must immediately return the Card to us without using it further. Please call the hotline at 67860016 or email imPActHLG@pa.gov.sg for assistance during Mondays to Fridays, 8.30am – 10.00pm, Saturdays and Sundays, 8.30am to 6.00pm (excluding Public Holidays).

5.2. In the event that your Card is lost, stolen, damaged or used by another person without your authorisation, please note that you are not entitled to any refund whatsoever. We are not liable for any loss, damage, costs or expenses arising out of or in connection with the loss, theft, damage or fraudulent use of your Card.

5.3. We shall not have any obligation to prevent the use of a lost, stolen, damaged or fraudulently used Card.

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6. DISCRETION

6.1. Notwithstanding and without prejudice to the other provisions of these Terms and Conditions, we are entitled at any time in our absolute discretion without liability to you and without giving any reasons, to suspend or terminate your membership and/or your right to use the Card entirely or in respect of certain specified facilities or classes, whether or not you are in default of these Terms and Conditions. If we suspend or terminate your membership and/or your right to use the Card entirely, we will notify you accordingly whereupon you shall no longer enjoy the privileges of a member, without claim for any refund of your membership fees, and you must immediately return the Card to us.

6.2. You may not suspend or “freeze” your membership.

Re-issue, Renewal or Replacement of the Card

6.3. On your request, we may, at our absolute discretion and upon such terms and conditions as we may impose, change your Card or Card number and issue a replacement Card. Your obligations and liabilities will not be affected by such change of your Card and all terms and conditions applicable to the former Card will continue to apply to the new Card.

6.4. We reserve our right to refuse to re-issue, renew or replace the Card and/or change your Card or Card number at any time without giving any reason or prior notice to you.

7. COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION RELATING TO YOU

7.1. We may collect, use and/or disclose your personal data in accordance with the consent obtained from you and the applicable law, rules and regulations.

8. CESSATION OF USE OF CARD

8.1. You shall immediately stop using the Card:

- (a) at the end of the validity period; and
- (b) if directed to do so by us.

9. COMMUNICATION AND SERVICE OF DOCUMENTS

Communication from us

9.1. Any communication, notice or letter to you whether sent by post, hand-delivered, electronic mail or by facsimile to your last known postal address, e-mail address or facsimile number in our records shall be deemed to have been fully delivered to you on the day immediately after the date of posting or on the date of hand-delivery or electronic facsimile transmission notwithstanding that the same may be returned undelivered.

9.2. Where applicable, we may from time to time send you communications, updates and/or promotional materials which you have consented and agreed to receive via post, email and/or SMS.

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9.3. All communication, requests and instructions from you must be in writing and in accordance with our procedure prevailing at that time (if any) and must be hand delivered or sent by registered post to us.

Assumed Consent & Authority

9.4. Notwithstanding the above, we may rely and act on any communication or instructions which we reasonably believe originates from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority), and any action taken by us in reliance of such communication or instructions shall bind you. We shall not be liable to you for any loss or damage incurred or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

Effective Date

9.5. Unless otherwise provided in these Terms and Conditions, all communication, requests or instructions from you take effect only three (3) working days after receipt of the communication by us.

10. CHANGE OF ADDRESS

10.1. You must notify us promptly of any change in your contact details, e.g. home addresses, email address, and contact numbers via www.onepa.sg.

11. EXCLUSION OF LIABILITY

Loss or damage in connection with your membership and/or Card

11.1. Notwithstanding any other terms in these Terms and Conditions, we are not liable to you for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with your membership, your Card and/or your participation of classes or use of imPAct@Hong Lim Green.

Inability to perform our obligations

11.2. We are not liable if we are unable to perform or if there is a delay in performing our obligations under these Terms and Conditions caused by any factor, event or occurrence which is beyond our reasonable control. This includes the failure of any machine or communication system, industrial dispute, war, act of God, or such other factor, event or occurrence outside the reasonable control of us or of our servants or agents.

11.2A. Where the performance of obligations is delayed pursuant to clause 11.2, our obligations shall be suspended for such time and to the extent that we are prevented by such factor, event or occurrence from performing our obligations.

Act or Default of Agents or Contractors

11.3. You agree that we have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated

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in these Terms and Conditions and, to the extent permitted by law, we are not liable to you for any act, omission, neglect or wilful default on the part of such agents, contractors and for correspondence.

Lost or Damaged Personal Property

11.4. Lockers are provided to house your personal items when you are in class or using the facilities at imPAct@Hong Lim Green. We cannot ensure the prevention of damage, theft, loss or destruction to your personal property with your use of the lockers and we are not liable or responsible for any damage, theft, loss or destruction of personal property within imPAct@Hong Lim Green. If we have reasonable grounds for suspecting that a locker is being used for prohibited purposes or to store prohibited items, we reserve the right to open the locker and contact the relevant authorities.

12. WAIVER AND INDEMNITY

Waiver and Release

12.1. (a) You are advised to consult your physician prior to commencing any class or engaging in any type of physical exercise.

(b) By signing up for and/or attending classes and/or using our facilities and equipment (individually and/or collectively, the "Classes and Facilities"), you (i) represent and warrant that you are physically and medically able to participate and have no physical or medical condition that would endanger your life or make your participation and/or use unsafe or dangerous to you or to others; (ii) consent to the administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with your participation and/or usage of the Classes and Facilities and (iii) hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in using any of the Classes and Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken and that we will not be liable for any injury or damage should you choose to participate.

(c) If, in the opinion of our staff or agents, you and/or others would be at physical risk using the Classes and Facilities, you may be denied access to the Classes and Facilities.

Indemnify us for loss/damage

12.2. You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expenses (including legal costs with disbursements on a full indemnity basis) which we may incur or suffer as a result of or in connection with your membership, your Card and your participation of classes and/or use of imPAct@Hong Lim Green, including without prejudice to the generality of the foregoing:

12.2.1. Your breach of any of your obligations under these Terms and Conditions;

12.2.2. The actual or attempted enforcement or protection of any or our rights and remedies against you;

12.2.3. Any change in any law, regulation or official directive which has an effect on the Card; or

12.2.4. Any demand or enforcement of payment of any monies due hereunder or the observance and performance of any of these Terms and Conditions.

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13. GENERAL

Intellectual Property Rights

13.1. All intellectual property relating to the Classes and Facilities and imPAct@Hong Lim Green belongs to or are licensed to us and may not be used by you for any reasons unless prior written consent has been obtained from us. The imPAct@Hong Lim Green and PA's logo are trade marks of PA and may not be used without our prior written approval. All other trade marks are the property of their respective owners, and unless otherwise represented, their display on our websites or at imPAct@Hong Lim Green is solely for illustration purposes and should in no way be taken to indicate any relationship, affiliation or sponsorship between the owners of trade marks and us.

Rights are Cumulative

13.2. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

No waiver of Our Rights

13.3. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right of remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by us of our rights or remedies in respect of any term under these Terms and Conditions or any breach of these Terms and Conditions on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

Record is Conclusive and Binding

13.4. Our records (including computer and microfilm stored records) of all matters relating to you, your membership and your Card are conclusive evidence of such matters and are binding against you for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. We may, in our absolute discretion, destroy any document relating to your Card after recording the same in such manner as we deem fit as well as to destroy such records at any time.

Provisions are Severable

13.5. Each of these terms and conditions is severable and distinct from one another and if at any time anyone or more of these terms and conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of these Terms and Conditions will not thereby be affected or impaired in any way.

Rights of Third Parties

13.6. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term herein.

Rights to Amend

13.7. We reserve the right to amend these Terms and Conditions without notice. The revised Terms and Conditions will be uploaded at www.pa.gov.sg/our-programmes/impact-hong-lim-green. By continuing

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to sign up for classes and/or use our facilities, you agree to be bound by such revised Terms and Conditions.

Governing Law

13.8. These Terms and Conditions are governed by Singapore law and you hereby submit irrevocably to the exclusive jurisdiction of the Singapore Courts.

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TERMS AND CONDITIONS & INDEMNITY FORM**

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I HAVE READ AND FULLY UNDERSTAND TERMS & CONDITIONS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

***FOR MEMBERS UNDER THE AGE OF 18 YEARS:

YOU WILL REQUIRE A PARENT/GUARDIAN TO SIGN ON THIS ACKNOWLEDGEMENT FORM. THE PARENT/GUARDIAN WILL BE RESPONSIBLE FOR THE PARTICIPANT'S OBLIGATIONS UNDER THE AGREEMENT AND WILL ACCEPT THE TERMS & CONDITIONS ON THE PARTICIPANT'S BEHALF. THE PARTICIPANT'S PARENT/GUARDIAN WILL BE RESPONSIBLE FOR PAYING ALL PAYMENTS UNDER THE MEMBERSHIP.

ACKNOWLEDGEMENT			
Participant Name		Membership No	
Email			
Mobile No			
Signature			
EMERGENCY CONTACT DETAILS			
<i>For participants ABOVE the age of 21 years old</i>			
Name	Contact Number	Relationship	
PARENT / GUARDIAN SIGNATURE			
<i>For participants BELOW the age of 21 years old</i>			
Parent/Guardian Name	Signature	Contact Number	Relationship