

Terms & Conditions

These terms and conditions shall govern the relationship between you (the "Member") and Vanda Group Pte Ltd (the "Company")

Application for Membership

1. The Company shall have the absolute discretion to accept or refuse applications for membership and/or renewal and/or membership upgrade without giving any reasons whatsoever. **Persons below the age of sixteen (16) may sign up for membership only with the consent of his/her parents or guardian.**

Payment of Fees

2. All amounts payable pursuant to the application for membership and/or membership renewal and/or membership upgrade should be paid by cash, NETS or credit card. In the case of **credit card**, payments can be made on a monthly basis. **After the minimum contractual period of the membership ends, the membership will continue on a monthly rolling basis unless the member terminates the agreement by giving the Company thirty (30) days written notice. All such notices should be sent to membership@vanda.fit**

Overdue Fees

3. A late penalty fee of \$10 (includes GST) per transaction will be charged for each failed automatic payment if not settled within 7 days of original transaction date. **Failure to make scheduled monthly payments for two consecutive months will result in the total sum of the monthly payments being immediately due and payable.** The Company may commence legal action to recover monies due and payable by the Member. In such event, the member will be liable to the Company for all reasonable attorney's fees, costs and interest (pre and post judgment) and all other expenses incurred by the company in recovering the monies. **A late payment fee of 15% of the overdue amount will be charged IN ADDITION to the overdue amount to the member when collecting payment.** Terminated memberships will only be reinstated after full payment of all joining fees, processing fees and monies due and payable to the Company at the time of reapplication.

Membership is Non-Transferable and Non-Refundable

4. Membership is non-transferable and all monies paid pursuant to the application for membership and/or membership renewal and/or membership upgrade are nonrefundable regardless of any reasons or circumstances including without limitation to the Company ceasing to operate in Singapore, business closure, change in ownership in the Company, relocation of clubs, Acts of God, restrictions, regulations, refusals to grant licenses, or permissions, prohibitions or measures of any kind on the part of any governmental authority and any cause or circumstance whatsoever beyond the Company's reasonable control.

Termination

5. Except as provided for in Clause 3 herein above, and Clause 6 below, there shall be no termination of membership by the member upon the date this Agreement is signed. The Member, understands and acknowledges that non-usage of the facilities does not release him/her from any obligations to make all payments agreed upon, including all administrative fees and monthly dues payments.
6. Termination notice **MUST** be given **in writing** thirty (30) days prior to your final billing cycle date (the billing cycle date is the same date of the month you signed up on that you are billed

each month). Your Agreement will then expire one (1) month from your final billing date. If we have not received your termination request in writing, your Agreement will automatically continue on a monthly rolling basis after the minimum contracted term period by billing you via Stripe Singapore each month.

7. For the avoidance of doubt, if your request to terminate is given after your billing date (i.e. less than 30 days notice from your monthly billing date) you will be charged one (1) month's non-refundable monthly fee.
8. If person or persons must cancel their membership out of no fault of their own – through being relocated via employment, for medical reasons (must be supported with evidence by a physician that one is unable to continue any physical activity) or have to depart from Singapore (proof of departure must be shown on applying for cancellation), then a cancellation fee of **25% of the remaining months in the contracted period** must be made, and the cancellation must be made in writing to membership@vanda.fit 30 days before the termination is to take place. This is applicable to membership paid on a monthly basis. Memberships paid in full are non-refundable for premature termination under all and any circumstances.

Suspension

9. Suspension of membership is **only allowed for the following reasons, with supporting documents:**
 - (i) Medical reasons (medical letter must be provided with stipulated time of suspension required. If time required is not stipulated by the doctor, a maximum of one (1) month will apply)
 - (ii) Pregnancy (medical letter must be provided and can be suspended for a maximum of twelve (12) months only)
 - (iii) For traveling overseas (flight itinerary must be provided)
 - (iv) For stay-in training only, with Singapore Government Agencies (i.e. SAF, SPF, SCDF; documentation stipulating stay-in time must be provided).

For 1 year memberships, suspension entitlement is up to a maximum total period of 4 months within the minimum contracted period.

For 6 month memberships, suspension entitlement is up to a maximum total period of 2 months within the minimum contracted period:

10. Monthly paid membership suspensions cannot be pro-rated. The minimum suspension period is one (1) month.
11. Suspensions are not allowed during free months.
12. If you have a Monthly Committed Contract or Paid in Full Membership, the package expiry date will be extended by the number of month(s) suspended.
13. You must give at least fourteen (14) days' notice prior to your next scheduled billing date for your suspension to be effective.
14. No backdated suspensions are allowed.

Under 21 (U21) Membership Rates

15. If you signed up for membership under the U21 contract, you will be able to enjoy the U21 membership rate for the duration of the contract even if you turn 21 during your minimum contracted period. However, if you are no longer below 21 years of age *after* the minimum contracted period of 12 months, and you have NOT requested for termination, your rate will automatically increase to the prevailing adult rate with a 30% discount given as your membership continues on a rolling monthly basis until notice to terminate has been given in writing to membership@vanda.fit. If you renew your minimum term contract whilst under 21 years of age, you will still be able to enjoy the U21 rate until the minimum contract period ends.

16. For the avoidance of doubt, the Company has the absolute discretion to replace the Member's personal trainer and/or group instructor and to make changes to the class timetable as required. **The Member understands, agrees and acknowledges that a change in personal trainer and/or group instructor and changes to the class timetable does not entitle him/her to terminate the membership.**
17. Without prejudice to any of the Company's rights or remedy, the Company may, by giving written notice to the Member, terminate the membership and/or refuse the Member access to any of the Company's clubs with immediate effect if the Member fails to observe or perform any of the club and membership rules, terms and conditions, fails to pay any fees due and payable to the Company and/or is guilty of any conduct that brings the Company into disrepute and/or improper behavior.

Use of the Company's Facilities and Equipment

18. The Member confirms that he/she is in good health and has no health condition, illness and/or communicable disease that may make his/her use of the Company's facilities and equipment injurious to himself/herself and other.
19. The Member and his/her guests are hereby advised to undergo a medical examination prior to using the Company's facilities and equipment and/or starting in a new and/or amended exercise program.
20. The Company has the absolute discretion to request the Member to leave any of the Company's clubs in the events the members fails to observe or perform any of the club and membership rules and terms and conditions.
21. Only authorized personnel of the Company are permitted to offer any kind of personal training at the Company's clubs. If the Member is found to be engaging the services or providing personal training or services within the premises of the Company's club, his/her memberships shall be terminated. The Member shall not solicit any form of business, undertaking or assignment from any other members while in the Company's club premises.
22. Any dispute between members shall be resolved by the members themselves. The Member agrees not to involve the Company in any way in such dispute.

Utilization of Free Months

23. Free months can only be utilized AFTER the minimum contract period is over;
24. Requests to redeem free months must be made in writing to membership@vanda.fit 30 days before your next billing date.
25. Suspensions are not allowed during free months.

Indemnification and Exclusion Clause

26. The Member acknowledges that the use of the Companies facilities and equipment involves risk and the Company, its agents, employees, successors and assignees shall not incur any liability of any kind or nature whether in contract or tort or otherwise howsoever for any death, personal injury, damage, loss, liability or expenses suffered or incurred by the member or by any other person arising directly or indirectly or in any manner howsoever out of the use of the company facilities and equipment including without limitation the loss, damage or theft or consequential damage to personal property at the club facilities.
27. The member agrees to indemnify and hold harmless the Company, its agents, employees, successors and assignees from any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses, of whatsoever nature and kind imposed upon, incurred by the Member or asserted against the Company, its agents, employees, successors and assignees relating to or arising out of the use of the Company's facilities and equipment or any failure on the part of the Member to perform or comply with the terms of this agreement.

Entire Agreement

28. This agreement supersedes and invalidates all other commitments, representations and warranties relating to membership hereof which may have been made by the Member and the Company, its agents, employees, either orally, or in writing prior to the date hereof, and which shall become null and void from the date this Agreement is signed. Each party warrants to the other that it has not relied on any such commitment, representation, or warranty in entering this Agreement. This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of the Company. The Company reserves the right, from time to time and at its sole discretion, to make amendments and changes in the rules, rates, terms and conditions of membership.
29. All amounts specified herein include Goods and Services Tax.

I, the Member, have read and understood the membership rules, terms and conditions and will abide by them.