

VGO AQUATIC CENTRE TERMS AND CONDITIONS

Welcome to the **VGO Aquatic Centre**. To ensure that **V DIVERSIFY GROUP SDN. BHD** and its' subsidiary company able to provide a safe and comfortable environment for all members and staff please assist us by ensuring that you comply with the following conditions. We advise you to only sign the membership agreement if you understand and agree with these conditions. The information outlined in these terms and conditions can / will be used in the event of a discrepancy.

1. INTRODUCTION

By signing the agreement you are agreeing to have been given a copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that you are medically sound to undertake a normal course of exercise, you use the Centre facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health. These terms are stated below.

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- a. The singular includes the plural and vice versa.
- b. A reference to a party includes that party's legal personal representative heirs and assigns.
- c. "Member" refers to the name in which the membership account has been created, which at times may differ to the party paying for the membership.
- d. "**VGO Aquatic Centre**" and "Centre" means "**V DIVERSIFIED GROUP SDN BHD (1051878-M)**" trading as "**V DIVERSIFY GROUP SDN. BHD**" of **No 13A, Jalan Perindustrian Desa Aman 1B, Industri Desa Aman, 52200 Kepong, Kuala Lumpur.**
- e. Centre access refers to the VGO Aquatic Centre named at the start of this agreement.
- f. V Diversify Group Sdn. Bhd. subsidiary company

3. RECEPTION AND ACCESS

- a. A non-refundable registration fee of RM 100, will be imposed per member.
- b. Each member will receive a member card.
- c. All members accessing the Centre must scan their membership card upon entry to the Centre zone at every visit.
- d. Studio class booking
 - i. Member required to book classes by scanning member card on the card reader at the kiosk PC.
 - ii. A class(es) cannot be booked more than 1 days in advance.
 - iii. You can only book classes when your membership is active.
 - iv. Classes will be filled on a first-come-first-served basis.
- e. Card replacement cost is RM50.00.
- f. Upon joining Centre, a photo will be taken of you for security reasons relating to the safety of our members. The photograph will not be used for any other purposes and will be stored securely on our database.
- g. All 'guest visitors' to Centre are required to present to Centre staff upon every visit
- h. Entry to the Centre may be refused as a result of unpaid or outstanding membership fees.
- i. Please advise us of any changes to your address and / or contact information.

4. GENERAL CONDITIONS OF ENTRY

To assist us in maintaining a safe and comfortable environment for all members and staff, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

- a. **ENTRY**

Entry will be refused or you may be requested to leave the Centre if:

 - i. You are using abusive or threatening language or behaving in a threatening way.
 - ii. You are under the influence of drugs or alcohol.
 - iii. You must be a minimum age of 15 years to use Centre's GYM facilities.
- b. **NON-SMOKING**

Centre is a non-smoking facility.
- c. **DRESS CODE**
 - i. Fully enclosed, clean sports shoes must be worn during workouts for safety reasons.
 - ii. Members are required to wear a singlet or t-shirt at all times in the Centre.
 - iii. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.
- d. **TOWELS**
 - i. Please use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards.
 - ii. Centre staff have the right to stop member from participating in classes or when exercising on gym if member refuse to use towel.
 - iii. Towel can be purchased at Centre.

5. PERSONAL TRAINING

- a. Personal training services are available for use for an additional fee.
- b. Please contact Centre for more information
- c. Payments for personal training should be made directly to Centre

6. USE OF EQUIPMENT

- a. For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- b. If you are not sure of correct use or operation of equipment please seek assistance from a Centre team member.
- c. We ask that you return weights and bars to their racks when you have finished with them. This includes unloading plates from machines and bars when you have finished. This also applies to equipment used in Centre classes.

7. USE OF SWIMMING POOL

- a. Member under "Swimming class packages" allowed to use the pool under swimming instructor coaching.
- b. Member with "Combo Package" only allowed to use the swimming pool in the event that there is not swimming class ongoing.
- c. There will be no lifeguard on duty, Centre will not be liable for any incident of drowning or injury during the usage of the swimming pool.
- d. Member required to wear swimming cap all the time during the usage of the swimming pool.
- e. Proper swimming attire is required.

8. SWIMMING CLASS

- a. **Adverse weather & Safety Precautions**
 - i. For outdoor swimming pool, due to any unforeseen circumstances, once a swimming lesson has commenced and has to be called off in the middle of a lesson, indoor training will be conducted in replacement of the usual practical lessons such as but not limited to if the weather is not suitable to continue.
 - ii. There will be no compensation or make up lesson if the pool is close due to bad weather or facilities break down that is out of the academy's control.

However, the instructor will stand by to continue the lesson as soon as the pool is deemed safe for swimming. Lesson will be conducted as usual under drizzling rain condition.

- b. Attendance & Replacement
 - i. Replacement will be provided in strictly once in a month. If there are more than 1 absent, only one replacement credit will be given.
 - ii. Replacement shall be applied or informing the counter person in charge within 30 days before or after the actual absent day. If member fail to do so, replacement will be forfeited and no replacement shall be given.
 - iii. Only 4 classes/lessons will be provided in a month. In case of 5th week, there will be no swimming lesson during that week.
- c. Examination and certification
 - i. Member is compulsory to take up all examination and certification arrange by the centre.

9. LOCKERS

- a. Lockers are available for use in the Centre
- b. Casual use lockers are available free of charge in the hallway of the Centre
- c. Casual lockers are limited to 12 hour use only
- d. Please look after your personal items. The Centre, its employees, or contractors, are not responsible for any loss of personal property.
- e. Please do not bring bags to the gym floor.

10. LOST PROPERTY

- a. We highly recommend that you use lockers for your belongings.
- b. Centre does not take responsibility for loss or damage of your belongings.
- c. Any items of lost clothing will be held for two weeks, and then donated to charity.

11. MEMBERSHIP

a. ENTITLEMENTS

Membership at Centre entitles you to:

- i. Work out as many times as you wish in a given period.
- ii. Participate in normally scheduled Centre classes.
- iii. Use of exercise equipment located on the gym floor and cardiovascular training areas.
- iv. Use of shower and toilet area.

b. OBLIGATIONS

Membership at Centre requires you to:

- i. Update your contact details when they change so that we can keep in touch.
- ii. Comply with all Conditions of Entry (see in Centre signage) and the guidelines in this document.
- iii. Pay all agreed fees on time.
- iv. Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner

c. SPECIAL CONDITIONS REGARDING MEMBERSHIP ENTITLEMENTS

- i. Centre reserves the right to make changes to exercise equipment supplied in any of its Centre at any time.
- ii. Centre also reserves the right to make changes to the Centre timetable at any time. (Example: alter class type, times and instructors).
- iii. All entitlements and entry into Centre is revoked if a member's account is in arrears.

d. CHANGES TO CONDITIONS

Centre reserves the right to change the conditions contained in Clause 10.

12. CANCELLATION / TERMINATION

- a. For monthly membership, Centre requires 1 month notice in a written request to terminate the membership to stop reoccurring charges. Advance fee will be used to pay for the last month membership fee.

13. Refund Policy

- a. The member shall not be entitled to any refund for any reason.

- b. For non-monthly membership may not be terminated until the expiration of the membership date.
- c. Membership can be transferred. Please refer to Section 14.

14. Transferability of Membership

- a. Membership can be transferred only ONCE to another person.
- b. Transfer cost is RM50.00.
- c. Centre may request an additional payment to recover costs in relation to any fitness services provided to the member that may be outstanding.

15. FREEZING

- a. Suspensions are available for a maximum of 4-weeks per year.
- b. Centre requires 1 month notice in written/oral notice request to suspend/freeze membership
- c. Freezing cost is RM50.00

16. PRIVACY

PERSONAL DATA PROTECTION POLICY (PDPA)

- i. Centre respect the privacy of all individuals with whom we have a contractual relationship and are committed to protecting all Personal Data kept.
- ii. For this reason, Centre have adopted this Personal Data Protection Policy ("this Policy") in compliance with the Personal Data Protection Act 2010 of Malaysia ("PDP Act").
- iii. Personal Data Protection Act 2010 of Malaysia ("PDP Act") can be obtained from Malaysia government website www.pdp.gov.my/images/LAWS_OF_MALAYSIA_PDPA.pdf

17. INCREASE IN FEES

- a. Centre reserve the right to increase the price of membership fee.
- b. Please follow Centre's Facebook for update and notice.

18. CHANGE OF TERMS & CONDITIONS

- a. Centre reserve the right to make or change minor points or amendments in this Terms and Conditions without notice to member.

19. WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

- a. Member is aware and understand that the activities are dangerous and involve the risk of drowning, serious injury and/or death acknowledge that any injuries that member sustain may be compounded by negligent emergency response or rescue operations of the company.
- b. Member is aware and understand that while in the centre premise and/or using centre's facilities, serious injury and/or death may occur and acknowledge that any injuries that member sustain may be compounded by negligent emergency response or rescue operations of the company.
- c. Member acknowledge that voluntarily participating in the activities, using facilities and/or entering centre premise with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury or death.
- d. Member agreed to expressly waive and release any and all claims against the company, and its members, managers, officers, employees, agents, affiliates, successors and assigns (collectively "releasees"), on account of injury or death arising out of or attributable to my participation in the activities, whether arising out of the negligence of the company or any releasees or otherwise.
- e. Member hereby authorize any representatives of the Company to have the member treated in any medical emergency during his/her participation in the Activities. Further, the participant and/or parent/guardian agrees to pay all costs associated with medical care for and transportation of the participant.
- f. Member have notified the Company in writing of any medical/health problems of which the Company's staff should be aware prior to participating in the Activities Member covenant not to make or bring any such claim against the company or any other releasee, and forever release, discharge and hold the company and all other releasees harmless from liability under such claims.