

1. THE AGREEMENT BETWEEN YOU AND US

1.1 Your membership

These Terms, together with the Club Rules, Group Exercise Booking Rules, special terms and conditions and the following completed documents:

- a. your Membership Application Form;
- b. your Payment Authority Form (if applicable to your membership); 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 (Thailand) Limited (Registration Number 0105556027268) (“**us**”). It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. Each member who signs below will be individually and severally bound by the Agreement. If you have any questions, please ask us.

If stated on your Membership Application Form, your membership has both a Minimum Commitment Period and an Ongoing Commitment Period for the duration shown on your Membership Application Form, unless terminated under paragraph 4.1 or 8.

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:



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- a. maintain a membership account with us, and access the Digital Content available via your MyLocker account, subject to clause 10;
- b. book and attend group exercise classes, activities or club visits with us in accordance with the visitation limits on your membership type using your MyLocker account in accordance with our Group Exercise Booking Rules;
- c. use the facilities available at your Home Club, in accordance with your Membership Type. Depending on your Membership Type and subject to our Reciprocal Rights Policy (available at virginactive.co.th or by asking at reception) you may also have rights to use the facilities of other Clubs in Thailand or other countries in which we operate.

“**Club**” means any Virgin Active club in operation by us or any other member of the Virgin Active group from time to time. This benefit is not available to some membership types.

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.

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 required 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 from the start of the first fortnightly billing period following your Membership Start Date as set out in your Membership Application Form (“**Initial Commitment Period**”).

On the completion of the Initial Commitment Period on the end date set out in your Membership Application Form, your membership will continue 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 available at your Home Club reception. 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. You may freeze your membership only in a blocks of whole fortnightly billing period but cannot be frozen for only a part of fortnightly billing 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.

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 7 calendar days for all membership types 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, 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 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. 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 at the relevant time.

You may pay your Membership Dues fortnightly in advance by periodic credit card or other 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 and Digital content if your Membership Dues remain outstanding. We will collect any outstanding amounts and any charges we incur from late payment through your payment authority.

5.2 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 under clause 7.1. 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 30 days' notice of any proposed change in Membership Dues and the date from which the change will apply by emailing you, notifying you via your member portal at www.virginactive.co.th, 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.

5.3 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?

If you are in your Initial Commitment Period you may transfer your membership to another person without our consent, provided that you and the transferee meet the criteria and any applicable fees set out in our transfer policy available from your Home Club reception.

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 Thailand 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

Your Home Club offers a wide range of fitness facilities as outlined to you when you become a member during a tour of your Home Club or by viewing facilities on our website as follows:

- a. Club Empire have approximately 4,291 sq.m., including cardio zone, weight zone, functional zone, swimming pool, changing rooms, bathrooms, steam room, group exercise studios, climbing areas.
 - Group exercise at least 90 classes per week including yoga, body combat, boxing, dance, and etc.
 - Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	114
Strength	39
Resistance	18
Stretch	4
Relaxation	2
Vibration equipment	5
Weights	230

- b. Club Emquatier have approximately 3,934 sq.m., including cardio zone, weight zone, functional zone, Swimming pool, changing rooms, bathrooms, steam room, group exercise studios, climbing areas.
 - Group exercise at least 90 classes per week including yoga, body combat, boxing, dance, and etc.
 - Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	112
Strength	47
Resistance	16
Relaxation	1
Vibration equipment	5
Weights	142

c. Club WestGate have approximately 3,226 sq.m., including cardio zone, weight zone, functional zone, changing rooms, bathrooms, steam room, group exercise studios.

- Group exercise at least 80 classes per week including yoga, body combat, boxing, dance, and etc.
- Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	90
Strength	39
Vibration equipment	4
Weights	95

d. Club Siam Discovery have approximately 4,461 sq.m., including cardio zone, weight zone, functional zone, swimming pool, changing rooms, bathrooms, steam room, group exercise studios, climbing areas.

- Group exercise at least 90 classes per week including yoga, body combat, boxing, dance, and etc.
- Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	81
Strength	40
Resistance	11
Relaxation	1
Vibration equipment	4
Weights	60

e. Club EastVille have approximately 3,392 sq.m., including cardio zone, weight zone, functional zone, swimming pool, changing rooms, bathrooms, steam room, group exercise studios.

- Group exercise at least 80 classes per week including yoga, body combat, boxing, dance, and etc.
- Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	95
Strength	35
Resistance	16
Vibration equipment	4
Weights	132

f. Club Wireless have approximately 1,150 sq.m., including cardio zone, weight zone, functional zone, swimming pool, changing rooms, bathrooms, steam room, group exercise studios, climbing areas.

- Group exercise at least 45 classes per week including yoga, body combat, boxing, dance, and etc.
- Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	42
Strength	11
Resistance	10
Vibration equipment	1
Weights	86

- g. Club Chiang Mai have approximately 2,099 sq.m., including cardio zone, weight zone, functional zone, changing rooms, bathrooms, steam room, group exercise studios.
- Group exercise at least 80 classes per week including yoga, body combat, boxing, dance, and etc.
 - Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	66
Strength	23
Vibration equipment	4
Weights	40

- h. Club 101 have approximately 6,768 sq.m., including cardio zone, weight zone, functional zone, swimming pool, changing rooms, bathrooms, steam room, group exercise studios, multifunction court.
- Group exercise at least 90 classes per week including yoga, body combat, boxing, dance, and etc.
 - Exercise machines and equipment covering both cardio and weight training as follows

Equipment	Amount
Cardio	67
Strength	25
Resistance	18
Vibration equipment	4
Weights	125

If we do not continue to offer a similar range of fitness facilities, you may terminate your membership under paragraph 8.

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 fortnightly payments of your Membership Dues.

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 make changes to these Terms or the Club Rules under paragraph 10 that significantly reduces the benefits of your membership.
 - iv. We breach any terms of this Agreement and fail to rectify that breach within 14 days of you giving us notice to do so.
 - v. We do not continue to offer a similar level of exercise equipment or other services as described in paragraph 7.3 or the equipment is damaged, defective and is not fixed within 7 days of you giving us notice to do so.
 - vi. 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.
 - vii. After termination, we will notify the issuer bank to stop charging Membership Dues. If you have remaining Membership Dues and expenses for the period which the fitness service is not yet used, we will take 30 days to complete the refund process. The refund cycle will depend on each issuer bank's policy.

8.3 Termination by us:

We may terminate your membership by giving 30 days' notice 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 close your Home Club, we may 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. 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.

We may terminate your membership immediately if:

- a. *you commit an intentional criminal offence;*
- b. *you commit a disturbance against another member or members; or*
- c. *you are infected with a serious contagious disease.*

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.

When your membership is terminated, we will give you a copy of the notice of termination. We will provide you with a copy of the notice by registered post upon your request for us to do so.

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 virginactive.co.th 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 30 days' notice by emailing you, notifying you via your member portal at www.virginactive.co.th, 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 SHOULD YOU CONTACT US?

Any written notice or completed form provided to us must be sent by post, 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.



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This Agreement is subject to the laws of Thailand.

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 virginactive.co.th) 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 _____



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If you are under 20, 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 20 _____

Name of Parent/Guardian _____

Signed (Parent/Guardian) _____

Date _____

Virgin Active (Thailand) Limited

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.