VIRGIN ACTIVE SINGAPORE MEMBERSHIP TERMS

1. THE AGREEMENT BETWEEN YOU AND US

1.1 Your membership

These Terms, together with the Club Rules, Group Exercise Booking Rules, any 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 Commitment Statement

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) ("we" or "us"). It is important that you have read and understood all of the terms and conditions of the Agreement before agreeing to these Terms.

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

If you have any questions, please ask us.

1.2 Corporate members

If you are a corporate member, you will have to produce proof of your corporate identity to us. If you fail to produce this corporate identity, we may ask you to reimburse us for any discounts you have received. Corporate terms ("Corporate Terms") might apply to you because of the corporate membership agreement between us and your employer. Corporate Terms form part of the Agreement between us, as well as the documents listed above. In the event of a conflict between 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 (a "Member") under the type of membership ("Membership Type") and at the club ("Home Club") stated in your Membership Application Form.

Your membership entitles you to:

(a) maintain a membership account with us, access the Digital Content and membership features we make available through our app, website or other platform subject to clause 10;

(b) book and attend group exercise classes or club visits with us in accordance with the visitation limits on your membership type through our app, website or other platform 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.com.sg or by asking the receptionist at your Home Club), you may be able to use other Virgin Active Clubs in Singapore or other countries in accordance with our reciprocal access policy.

"Club" means any Virgin Active Club in operation by us or any other member of the Virgin Active group from time to time.

Reciprocal access is a benefit of some membership types only and may be subject to availability, operating rules, booking requirements and local Club rules. We reserve the right to cancel or suspend your reciprocal rights in the event that you fail to comply with our Reciprocal Rights Policy.

Certain membership types have visitation limits. Under these membership types you may only use the facilities of a Club:

(a) for one occasion only, for each Club Visit confirmed by us;

(b) at the time and in the location where you have booked your Club Visit; and

(c) if you have received a Club Visit confirmation, or have been granted access by our reception staff.

For memberships with visitation limits, if you do not attend your periodic Club Visit, your app, or other platform we make available will be credited with a Club Visit credit that will be able to be used within 6 months from the date that the credit was created. Your app or other platform we make available will show the number of credits you have available and the relevant expiry dates. You can pay in advance for additional Club Visits if the visitation limit of your membership has been reached.

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, your Payment Authority Form (if applicable) and Health Commitment Statement;
(b) you have completed a satisfactory Health Commitment Statement and, if applicable, provided any other Medical Clearance from a qualified healthcare professional to our satisfaction; and
(c) we have received the required payments as set out in your Membership Application Form.

You will be able to book Club Visits and/or access the Digital Content from your Membership Start Date.

4. HOW LONG WILL YOUR MEMBERSHIP LAST?

4.1 Commitment Periods

Your Commitment Periods include an Initial Commitment Period and may also include 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 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 must notify your home club via email, through the Virgin Active app, or another designated platform. You will be required to pay the non-refundable Freeze Fee applicable at the time of your request. Your Home Club receptionist will be able to confirm to you the periods of freeze available during your membership which are only available in blocks of one whole 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 and its corresponding end date set out in your Membership Application Form will be extended by the duration of the Freeze Period.

You may submit a freeze request at any time, but your Home Club must receive your notice at least 3 days prior to the start of the first fortnightly billing period you wish to freeze (i.e. by close of business on the preceding Sunday). You will not be able to access any Club facilities while your membership is frozen.

4.3 What happens if you change your mind?

You may notify us via email to your home club, that you wish to cancel your membership within 7 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 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 to us of the Membership Dues and any other ongoing payments set out in your Membership Application Form as they fall due. As a 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 fortnightly billing period even if your membership is terminated during that fortnightly billing period (unless you have terminated under paragraph 8.2(b)). If your first fortnightly period includes a partial fortnightly billing period, 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 only pay your Membership Dues in advance by direct debit or periodic credit card authority under your Payment Authority Form. No other form of payment will be accepted.

You will not be allowed to access to the Club bookings, app access and membership benefits if your Membership Dues remain outstanding. We will collect any outstanding amounts and any charges we incur from late payment through your Payment Authority Form (if applicable). If you have a genuine dispute in relation to the collection of outstanding amounts or the charges we incur, please contact us at reception and for recurring membership types in accordance with the dispute procedure set out in the Payment Authority Form.

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 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 at the email address you have provided to us, by notifying you via your member portal at virginactive.com.sg or by writing to you. 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 credit card payments will be amended accordingly.

All Membership Dues include goods and services tax (GST). We reserve the right to change your Membership Dues in line with any government GST rate changes, even if you are in your Initial Commitment Period.

5.3 Changes to Club Visit fees

We review our Club Visit fees periodically and may change them from time to time. Club Visit fees will appear in your Virgin Active app, or another designated platform and will vary from Club to Club and the activity that the booking is for. Club Visit fees can also be obtained from Club Reception at the time of booking.

All Club Visit fees include goods and services tax (GST).

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, Transfer Fees, personal training fees, event fees and other charges will be set out in the relevant Home Club price list, app, booking platform, Membership Application Form or other notice we give you. These fees may change from time to time.

Such fees may be added to your direct debit payment or recurring payment arrangement.

5.5 Cancellations and credits

If you make a Club Visit booking error, wish to cancel a Club Visit, cancel a class or do not attend a booking, the Group Exercise Booking Rules or applicable cancellation rules will apply. Fees, credits, booking restrictions or strikes may apply in accordance with those rules.

6. CAN YOU TRANSFER YOUR MEMBERSHIP TO ANOTHER PERSON?

No, your membership is personal to you. You may not transfer, sell, lend, share or allow another person to use your membership, access credentials, app account, Club Visit credits or other membership benefits to another person.

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 the new 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 Club in Singapore in accordance with our Reciprocal Rights Policy.

You must submit the request through the Virgin Active app, by emailing your Home Club, or by using another process we designate. You must pay the Membership Dues, Transfer Fee and any other charges applicable to the new Membership Type or Home Club 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 prior to the start of the fortnightly billing period (i.e. by Sunday close of business). Student rates are only available to full time students, corporate or discounted rates are available only while you continue to qualify. If your status changes you must notify us immediately and we reserve the right to update your Membership Dues, even if you are in your Initial Commitment Period.

7.2 Access

Certain membership types may have restricted access times, booking limits, Club Visit limits, class restrictions or activity restrictions, refer to the price list, the Virgin Active app or your Home Club for the restrictions that apply to you.

For Essential Members, Club Visit credits can only be redeemed against certain class or activity types. Your Virgin Active app, or another designated platform will show the classes and activities that are available to book for your credit type. No refunds or credit will be provided if you book a class, activity or Club visit that is less expensive than your original Club Visit.

7.3 Facilities

We may need to adjust, change, restrict or temporarily close certain facilities, areas, equipment, classes or services at your Home Club for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, safety, staff training, special functions, holidays, public health requirements, landlord requirements, emergencies or other operational reasons. If your Home Club is not available for more than seven days in a row, you can ask us 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. This does not apply to temporary closure of individual facilities where the Club remains available, unless we decide otherwise.

8. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

8.1 Termination by you after the Initial Commitment Period

After the Initial Commitment Period, you may terminate your membership by emailing your Home Club, giving notice in person at Reception, or using any other termination channel we make available. We must receive at least 3 days (i.e. by close of business Sunday) prior to the date of the fortnightly billing period that you wish to stop the renewal of your membership for fortnightly Ongoing Commitment Periods.

8.2 Reasons for ending your membership early

(a) If you wish to terminate your membership prior to completion of your Initial Commitment Period you may do so by writing in to your home club via email, 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 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 email request and Early Termination Fee.

(b) You may terminate your membership immediately by completing a Break Up Form 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, the Digital Rules, the Digital Content 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.

(c) You may also terminate your membership by send an email to 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 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, the Digital Rules or the Club Rules.

(b) If you otherwise breach these Terms, the Digital Rules 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 and charges that remain outstanding when your membership ends, including any applicable Early Termination Fee. We may use a third party collection provider to assist us with recovering outstanding fees. We will handle any personal data shared with a collection provider in accordance with our Privacy Policy and applicable law.

9. WHAT ARE THE RULES?

The Club Rules govern your use of a Club. The Digital Rules govern your use of our Digital Content. In becoming a member you agree to comply with: (i) the Club Rules which are binding rules that apply to all members, guests and visitors when visiting a Club; and (ii) the Digital Rules which are binding rules that apply to all members when using the Digital Content. You are also responsible for the conduct of your guests and visitors while they are using the Club. Up-to-date Club Rules and Digital Rules will be published at virginactive.com.sg and displayed in each Club and on our website.

10. DIGITAL CONTENT

10.1 Intellectual Property Ownership

"Digital Content" means the digital, video, pre-recorded, live-stream and other audio-visual exercise presentations, resources, features and content we make available to you via our website or via your Virgin Active app, or another designated platform.

All intellectual property rights within the Digital Content, our website, our app and other platforms, including all text, software, graphics, sounds, music, videos, images, instructional content and any trademarks or logos) remain our property or are licensed to us.

By using the Digital Content and maintaining a membership account with us, you agree:

(a) you do not acquire any intellectual property rights in the Digital Content, other than a limited non-exclusive, non-transferable, non-sublicensable licence to personally use the Digital Content for your non-commercial personal use in accordance with your membership agreement;

(b) not to copy, reproduce, alter, remove, record, screenshot, broadcast, distribute, publish, sell, share, damage, reverse engineer or otherwise interfere with the Digital Content or any platform, except as expressly permitted by us in writing; and

(c) to use the Digital content for your own personal use and not for any commercial purpose or any purpose prohibited by law.

10.2 Changes to Digital Content

We may remove, vary, add to or change Digital Content, app features and platform functionality from time to time. We will try to keep the member experience fresh and useful, but Digital Content and app features may not always be available and may differ by Membership Type, Club, location or device.

10.3 Service Disruption

Digital Content and digital platforms are provided electronically and may be temporarily suspended without notice for security upgrades, maintenance, repair, systems failures, updates, modifications, cyber incidents or failure of third-party services (such as the internet, cloud, payment or app store services). You release us from all claims arising from such service interruptions.

11. CHANGES TO THESE TERMS OR THE RULES

We reserve the right to make reasonable amendments to these Terms, Group Exercise Booking Rules, Club Rules, Digital Rules or other operational rules from time to time. We will give you at least 14 days' notice of material changes by emailing you or updating Virgin Active app or other designated platform or publishing the change on virginactive.com.sg or displaying a notice in Club or writing to you to tell you that changes are being made.

If a change significantly reduces the benefits of your membership, you may terminate under clause 8.2(b). Changes that are minor, administrative, required by law, made for safety, security, privacy, public health, operational reasons or to improve clarity will not normally be treated as significantly reducing membership benefits.

12. HOW YOU SHOULD CONTACT US?

Unless these Terms say otherwise, any written notice, requests and forms must be sent by email to your Home Club, submitted through the Virgin Active app or other designated platform, with the exception of a termination by you (see paragraph 8). Contact details are available at your Home Club, in the app or on virginactive.com.sg. Only notices delivered to us in one of these ways will be considered valid notice.

Please keep your contact details up to date. We may use the latest email address, phone number, mailing address or app account details you have given us to send notices and membership communications.

13. RISK AND YOUR HEALTH

Exercise, use of Club facilities and use of Digital Content may involve the risk of injury. You use the Clubs, facilities, equipment, classes, activities and Digital Content at your own risk. Please monitor your physical condition at all times, exercise at a level appropriate for your health and fitness, and follow any medical advice you have obtained. If you feel unwell, dizzy, faint, short of breath, in pain or experience any unusual symptoms, please stop exercising and seek medical assistance.

You are responsible for telling us if your health, medication, pregnancy status, injury or other circumstances change in a way that may affect your safe use of our Clubs, services or Digital Content. We may require a new Health Commitment Statement or reasonable medical clearance before allowing you to use certain facilities or activities.

14. LIABILITY

14.1 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.

14.2 Liability for supply of other services

Without limitation to paragraph 14.1 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 14.1, 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.

15. OTHER BITS

You must keep us up to date with your contact details by signing below, you agree to be bound by this Agreement and you consent to the terms and conditions within it.

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. If you are under 18, a parent or guardian will need to sign below to give their permission for you to become a club member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to say they accept these Terms and the Club Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular 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).

The Agreement between you and us will come into force when you sign these Terms (even if a Virgin Active Representative is not named or do not sign them).

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, unless we waive this requirement.

Name of member under 20

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.