

# VIRGIN ACTIVE THAILAND SWIMSTERS TERMS



**THIS MEMBERSHIP AGREEMENT IS AN ONGOING AGREEMENT WITH A MINIMUM INITIAL COMMITMENT PERIOD OF ONE 11 WEEK TERM (OR IF YOUR CHILD JOINS PART WAY THROUGH A TERM, THE BALANCE OF THAT 11 WEEK TERM).**

## 1. THE AGREEMENT BETWEEN YOU AND US

These Terms, together with the Swimsters Rules and the following completed documents:

- (a) Membership Application Form;
- (b) Health Check Questionnaire;

make up all of the terms of a Membership Agreement ("Agreement") between you as parent/guardian of the person(s) named in the Membership Application Form ("child") and Virgin Active (Thailand) Limited company registration number 0105556027268. It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. If you have any questions please ask us.

## 2. YOUR TYPE OF MEMBERSHIP AND YOUR HOME CLUB

Your child is becoming a member of Virgin Active Swimsters at the club stated in the Membership Application Form ("Home Club").

## 3. WHEN WILL YOUR MEMBERSHIP START?

Your child's membership will start on the Membership Start Date ("Membership Start Date") set out on the Membership Application Form, provided that you have signed these Terms, the Membership Application Form, and the Health Check Questionnaire.

## 4. HOW LONG WILL YOUR MEMBERSHIP LAST?

### 4.1 Commitment Periods

Your child's membership will continue:

- (a) for an initial commitment period of one 11 week term, or if the Membership Start Date is a date part way through a 11 week term, until the end of that 11 week term ("Initial Commitment Period")
- (b) once payment is made for the subsequent term. Re-enrollment for these terms will take place the week between terms and must be completed at club by paying the full amount for the upcoming term.

### 4.2 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 child's membership within 7 days of the date that you sign these Terms ("Cooling Off Period").

If you do so, we will, after you return your child's Membership Card, gifts and any other documentation which we provided to you or your child upon joining, refund any fees which you have paid to us less a reasonable administration charge and a fee for any lessons your child may have had during the Cooling Off Period.

## 5. MEMBERSHIP AND OTHER FEES

### 5.1 Membership Fees

You are responsible for payment to us of the Membership Fees set out in the Membership Application Form.

You must pay the Membership Fees in advance by completing payment at your home club.

Membership Fees for a Commitment Period are due and payable in advance of the commencement of the first day of that Commitment Period unless the Agreement has been terminated under paragraph 8.

If the Membership Start Date is part way through a 11 week term, the Membership Fees will be calculated on a pro-rata basis, and must be paid upfront by cash or card.

Your child will not be allowed to access Swimsters if Membership Fees are outstanding.

## 5.2 Changes to Membership Fees

We review our Membership Fees periodically and may change them from term to term. 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 and also notify you via your member portal at virginactive.co.th or by writing to you. If you do not wish to accept an increase in the Membership Fees, you can terminate your child's membership in accordance with paragraph 8.1. You can also choose not to re-enroll your child in to the following term. This will also be deemed as a cancellation.

We may need to adjust the availability of certain facilities at your child's Home Club on a temporary basis, including for the purposes of cleaning, refurbishment, repair, upgrade, maintenance, special functions and holidays.

## 5.3 Other fees and charges

Any fees or charges that may be payable for additional services and facilities, such as Holiday Swim Program Fees, Guest Fees, Replacement Membership Card Fees, and Transfer Fees, will be set out in the relevant Swimsters price list (as may be amended by us from time to time) available at the Reception of your child's Home Club.

## 6. TRANSFERS & REFUNDS

### 6.1 Can you transfer your child's membership to another person?

Yes, you may transfer your unused lessons to another child provided that the transferee meets the transfer criteria including satisfaction of a swim test, class availability and the payment of any applicable fees set out in our transfer policy available from your Home Club reception.

### 6.2 Refunds/Credits

No refunds are offered if your child misses a lesson for any reason, or if you terminate your child's membership part way through a Commitment Period. In extenuating circumstances, refunds or credits may be given at the discretion of the Sports Manager.

## 7. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

### 7.1 Termination by you

You may terminate your child's membership at any time by completing a Break Up Form at your child's Home Club (which constitutes a valid "Notice of Termination").

### 7.2 Early termination by you

You may terminate your membership immediately upon completing a Break Up Form within 14 days of any of the following occurring:

- (a) we increase your Membership Dues other than in accordance with paragraph 5.3;
- (b) we change the physical location of your Home Club;
- (c) we close the whole of your Home Club for any reason for a period of 30 days in a row or longer;
- (d) we make changes to these Terms or the Club Rules under paragraph 10 that significantly reduces the benefits of your membership; or

(e) if we breach any terms of this Agreement and fail to rectify that breach within 14 days of you giving us notice to do so.

(f) if we do not continue to offer a similar level of exercise equipment or other services or the equipment is damaged, defective and is not fixed within 7 days of you giving notice to do so.

### **7.3 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; or

(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 Commitment Period and any arrears.

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. WHAT ARE THE SWIMSTER RULES?**

The Swimster Rules govern your and your child's use of Swimsters. You and your child agree to comply with the Swimster Rules, which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your and your child's guests and visitors while they are using the Swimster facilities. Up-to-date Swimster Rules will be published at [virginactive.co.th](http://virginactive.co.th) and displayed in each Club.

## **9. CHANGES TO THESE TERMS OR THE SWIMSTER RULES**

We reserve the right to make reasonable amendments to these Terms or the Swimster Rules at any time. We will give you at least 14 days' notice by emailing you, updating your member portal at [virginactive.co.th](http://virginactive.co.th), or writing to you to tell you that changes are being made and that you may see the amended Terms or Club Rules at our website or at the Club. If any amendment to these Terms or the Swimsters Rules materially reduces the benefits of your child's membership you may terminate your child's membership under paragraph 8.2.

## **10. HOW YOU SHOULD CONTACT US?**

Any written notice or completed form provided to your Home Club must be sent by post, fax or email, or given in person at Reception, with exception of a notice by you terminating this Agreement (see paragraph 7.1). Full contact details are available at your child's Home Club's Reception.

## **11. RISK AND YOUR HEALTH**

Swimming at our Club may involve the risk of injury and you and your child swim and use Swimster facilities at your own risk. Please monitor your child's physical condition at all times and only allow him or her to attend lessons or Family Splash if appropriate given your knowledge of your child's health and any medical advice you have obtained for your child. If any unusual symptoms occur, please ask your child to immediately stop what he or she is doing and notify a staff member.

## **12. LIABILITY**

### **12.1 Use of facilities**

If you or your child 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.

### **12.2 Liability for supply of other services**

Without limitation to paragraph 12.1 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 12.1, 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.

## **13. 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 child's 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 under this Agreement to a third party without notice and your child will continue as a member. If the third party fails to provide the same facilities and services in all material respects as provided by us you may terminate your child's membership upon giving Notice of Termination under paragraph 8.2.

All undefined terms used in this document have the meaning set out in the Membership Application form.

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.

#### 14. YOUR PERSONAL INFORMATION

We take the privacy of our members seriously and our Privacy Policy, which is available at [virginactive.co.th](http://virginactive.co.th), explains the ways in which we collect, use, store, protect and disclose your and your child's personal information.

We collect personal information from you regarding your child to provide you and your child with our services, to administer your child's membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you (on behalf of your child), including through your Membership Application Form, a Change of Circumstances Form, Health Check Questionnaire, the member portal at [virginactive.co.th](http://virginactive.co.th) and in the course of our other communications with you, which may occur through [virginactive.co.th](http://virginactive.co.th) or when you call or contact our staff.

If you do not allow us to collect your or your child's personal information, we may not be able to provide you or your child with our services, administer your child's membership with us or conduct some or all of the other activities described in our Privacy Policy.

With your consent, we may also collect personal information which relates to your child's physical health or condition, including (without limitation) when you complete our Health Check Questionnaire, so that we can assess your child's general health, wellbeing and readiness for physical exercise and for the other purposes set out in our Privacy Policy. If you do not provide this information, you or your child will not be able to use our club. If we believe your child has any health issue or if our Health Check Questionnaire is not fully completed, we may require you to obtain a medical certificate before we consider your child's application further.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your or your child's personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy. Should you default on payments due to us we may disclose your personal information by notifying the default to a credit reference agency or other third party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your or your child's personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you and your child. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact the Virgin Active Privacy Officer using the following details:

Email: [privacy@virginactive.co.th](mailto:privacy@virginactive.co.th)

Address: Virgin Active  
Unit 1214, 12th Floor, Empire Tower,  
1 South Sathorn Road, Yannawa Sathorn,  
Bangkok, 10120 Thailand.

**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.**

I am the parent/guardian of the member named in the Membership Application Form, and agree that I am responsible for all obligations of the member under this Agreement.

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.**