

JAB GYM[®]

Terms and Conditions

1. ESTABLISHMENT

Jab Gym ("the Gym") is a fitness facility located at Pavo Point, Block 04-06, 4th Floor, Bandar Seri Begawan, BS8111, Brunei Darussalam ("the Premises").

2. MEMBERSHIP

- (i) The Gym has the absolute and sole discretion whether to accept any application(s) for membership of any applicant(s) to be a member of the Gym without having to assign any reasons whatsoever for any rejection(s);
- (ii) If an application for membership is accepted by the Gym, the membership shall commence on the agreed starting date upon the payment of the relevant charges required/charge by the Gym and subject to the terms and conditions contained herein. Upon acceptance, the Member shall be issued with a Membership Card personal to him/her and shall be entitled to all of the rights and privileges which were included in his/her application;
- (iii) The acceptance by the Gym of any application for membership of the Gym shall constitute a binding contractual arrangement between the Gym and the applicant upon the Terms and Conditions for membership and any associations mentioned within the Terms and Conditions themselves, such as rules relating to the Gym's classes, activities, attire, behaviour etc;
- (iv) Only those of at least Eighteen (18) years of age are eligible to apply to join the Gym membership. Only within exceptional circumstances, and with the prior written approval of the Gym, shall anyone younger than Eighteen (18) years of age be considered for membership and they may be subject to further/additional conditions and restrictions as may be deemed fit to be imposed by the Gym;
- (v) Corporate membership where applicable shall be available to Twenty (20) or more bona fide employees from the same company/establishment. The Gym reserves all its right to request written evidence/confirmation of the employment of the applicant and the employer prior to acceptance as Corporate members;
- (vi) All Corporate membership are subject to the same Terms and Conditions that individual membership are subject to. The Gym further reserves its right to

impose further terms and conditions on the Corporate membership by giving at least Thirty (30) days prior notice to the Corporate member(s);

- (vii) Any fraudulent/negligent or wrongful/inaccurate information given to the Gym in order to qualify for a discounted membership will result in the immediate cancellation of all membership rights and further appropriate action may be taken by the Gym against the employer and/or employee of the corporate member;
- (viii) All membership joining and subscription fees are strictly non-refundable.

3. LIMITATION OF LIABILITY

In consideration of the Gym accepting an application for membership of the Gym, the Member agrees that:

- (a) None of the Gym, the owner of the Gym, employees, agents shall be liable for any loss, damage or theft of any personal property belonging to the Member or guest(s) of the Member, occurring upon the Gym's premises at all times; and
- (b) None of the Gym, the owner of the Gym, employees or agents shall be responsible for any death or injury, occurring upon the Gym's premises or as a result of the use of facilities, food, beverages, supplements and/or equipment provided by the Gym.

4. PHYSICAL CONDITION OF MEMBER

- (i) The Member warrants and represents that he/she is in good physical condition and that he/she is capable of engaging in the work out programs and active or passive exercises and that such programs and exercises would not be detrimental to his/her health, safety, comfort or physical condition. If his/her physical condition changes at any time, the Member must inform the Gym's manager/trainer with immediate effect;
- (ii) The Gym reserves the right to request for a certified/practising doctor's written confirmation that the Member is physically fit and able to participate in the various activities provided for by the Gym before allowing the Member to participate in the relevant activity(ies). Any failure to provide the written confirmation by the certified/practising doctor may result in the immediate suspension of the Member's rights and privileges of the Gym until such time that the Gym is satisfied as to the physical condition of the Member to continue to use the Gym and/or its facilities;
- (iii) By enrolling or participating in any of the Gym's classes and/or using any of the Gym's facilities, the Member confirms the following:-
 - (a) the Member is in good medical and physical condition and the participation in the activities do not pose any danger to the Member's health or well-being;

- (b) the Member has no medical or physical conditions that would preclude the Member's participation in any of the activities/classes of the Gym or use of the facilities or that it increase the risk of injury or adverse health as a result of the strenuous exercise;
- (c) the Member has not been instructed or advised by any doctor/physician against participating in any strenuous physical exercise or exertion, participating in the Gym's classes or using the Gym's facilities;
- (d) the Member willingly and voluntarily assumes all such risks personally. The Gym cannot and does not guarantee that any facility, class or equipment is free from risk of any and all accidents or injuries of any kind (including death); and
- (e) The Member shall not use any of the gym's facilities, equipment in such a way as to endanger the health and safety of the Member or other members of the Gym.

5. ASSIGNMENT/ TRANSFER OF MEMBERSHIP

Membership of the Gym is personal to the Member and cannot be assigned, transferred or otherwise disposed of. The Member shall not permit in any way his/her membership to be used by anyone else at all material times. The Gym reserves the absolute right to terminate the Member's membership in the event that it is discovered that the Member had allowed his membership to be used any another party other than the Member.

6. MEMBERSHIP JOINING FEE AND MONTHLY SUBSCRIPTIONS

- (i) All new applicants shall make an initial payment comprising of the appropriate joining fee and the subscription applicable at the time of acceptance as a Member of the Gym. The joining fee is a non-refundable payment entitling the applicant to become a Member of the Gym. It does not entitle the applicant to the use of the Gym facilities as these are covered under the subscription fees;
- (ii) At the time of joining, the Member must pay the subscription fee in full either in cash, debit card or credit card. Cheques will not be accepted. The subscription fee is a non-refundable payment entitling the Member to use the Gym facilities on the Terms and Conditions in this Agreement;
- (iii) In the event of an expiration of any membership, additional joining fees and the current subscription fees may become payable if the previous Member wishes to re-join the Gym;
- (iv) Membership subscriptions price may be increased by the Gym at any time upon giving no less than thirty days' (30) notice prior to any such increase to the Members;
- (v) Joining fees are applicable upon each term of the Short term membership options; and

- (vi) The Gym reserves the right to charge late interest payment for any overdue amounts due to the Gym including but not limited to the monthly subscriptions or additional services purchased by the Member.

7. **TERMINATION OF MEMBERSHIP**

- (i) The Gym has the sole and absolute right to reprimand, suspend or expel any Member if, in their opinion, the conduct of the Member or his/her guest is objectionable or unsafe or has been likely to be injurious and/or incompatible to the character and/or interests of the Gym, and/or its members;
- (ii) The Gym also reserves the right to require the Member and/or his/her guest to leave for the day if the Gym is of the opinion that the member and/or his/her guest poses a health or safety risk to the other members or is disturbing or likely to disturb the other members and/or staff of the Gym;
- (iii) The Gym's decision is final without any appeal. No member or guest of a member shall have any claim or remedy whatsoever against the Gym, its owners, employees, in respect of any such matter;
- (iv) Any member paying by monthly subscriptions is not entitled to cancel their membership during the initial period of the membership contract; and
- (v) Memberships that have been paid in advance are not eligible for any refund where the membership has been terminated by the Gym due to the conduct of the member being injurious and/or incompatible to the character and/or interests of the Gym, and/or its members.

8. **PERSONAL TRAINING APPOINTMENTS**

Members must provide 24 hours' prior written notice when cancelling or re-arranging appointments for personal training. This can be done by contacting the Gym through its contact number and/or email. If any Member fails to attend a personal training appointment without providing the stated notice through the stated channels, the Gym reserves the right to charge the full cost of that service to the Member.

9. **MEMBER'S GROUP EXERCISE AND CLASSES**

- (i) Members will need to reserve a place to any classes at the Front Desk at least **twenty four (24) hours** before the class;
- (ii) If the class that the members want is full, members can put their names down on the wait list. As members cancel, those on the wait list will be automatically added to the class in the order the members signed up on the wait list. If a member secures a spot more than twelve (12) hours before the scheduled start time of the class, we will notify the said member by email. If a spot does not open up by then, members can still try again by arriving at least five (5) minutes before the scheduled class starts. Once we have our no-show count, we will start adding members from the wait list in order of the sign ups;

- (iii) For members who successfully reserved a spot in a class, the member(s) must be physically present at least Five (5) minutes prior to the start of the scheduled class or your spot may be given to a waitlisted member.;
- (iv) Unless explicit instruction is given by the instructor of the class, the Member should not leave early during the class;
- (v) If any Member is suffering from a pre-existing injury or problem that may affect him/her during any group exercise and/or classes, he/she is responsible for informing the instructor and discussing alternative exercises for their condition. The Gym will not be liable for any injury, losses, damages etc as a result of the failure of the Member to inform the instructors/trainer of his/her injury before the start of any exercise or classes;
- (vi) Appropriate attire must be worn in all group exercise classes. If a member is unsure what 'appropriate attire' entails, please ask an employee of the Gym who will be happy to elaborate on what is considered acceptable as gym-wear; and
- (vii) To cancel, members must provide **Twelve (12) hours'** notice to the Gym. Should the member fail to provide the aforesaid adequate notice, they may be charged a B\$10.00 fee which will be payable immediately.

10. **OPERATION HOURS**

- (i) The normal hours of operation of the Gym can be obtained upon request or from the Front Desk. The hours of operations may be amended from time to time and certain facilities, services and programs may be added or discontinued from time to time at the Gym's sole discretion;
- (ii) The Gym and its associated facilities will close 30 minutes before the Gym closes;
- (iii) The Gym will be closed on all public holidays;
- (iv) The Gym may from time to time reserve the use of the facilities of the Gym for special events, competitions and private functions.
- (v) The Gym reserves the right to vary these opening times. In addition, the Gym has the right at any time to restrict use of temporarily close any or all of the facilities for any purpose it deems fit including but not limited to special functions, cleaning, servicing, repairing and maintenance of its facilities.

11. **LOCKERS**

- (i) Day lockers are provided for the Members usage and convenience;
- (ii) The Gym reserves the right to remove any articles that were left in day lockers overnight. Clothing items (except under garments) recovered from lockers may

be collected from the front desk for up to **Seven (7)** days after removal. Valuables, such as phones, jewellery and watches, will be stored for **Fourteen (14)** days, and documentary proof of ownership may be required before the items are returned to the Member;

- (iii) The Gym reserves all its rights to dispose any article(s) not collected/claimed by any member after the expiry of **Fourteen (14)** days without any further notice to the members of the Gym;
- (iv) It is the responsibility of the Member(s) to check if their left items are at the front desk. The Gym is not responsible for any contents removed from any locker. For the avoidance of doubt, the Gym shall not be responsible in any way whatsoever for any loss, damage or misplaced articles of the Member(s) left on the Gym premises at any time

12. **FORCE MAJEURE**

- (i) For the purposes of this agreement, Force Majeure Event means an event beyond the reasonable control of any party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of any other party), failure of an utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm;
- (ii) The Gym shall not be liable to the Member as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- (iii) If the Force Majeure Event prevents the Gym from providing any of the Services for a continuous period of more than **thirty (30) days**, the Gym shall, without limiting its other rights or remedies, have the right to terminate this agreement by giving a **Thirty (30) days** written notice to the Member.

13. **INDEMNITY**

- (i) The Member agrees to indemnify, defend and hold harmless Jab Gym, its employees, agents and third parties, for any losses, costs, liabilities and expenses (including lawyers fees on an indemnity basis) relating to or arising out of the Member's use of the Gym's premises, facilities and equipment or any violation of any terms of this agreement or any violation of any rights of any third party or violation of any applicable laws, rules and regulations; and
- (ii) To the maximum extent permitted by the applicable law, in no event shall JAB GYM, its employees and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or damages whatsoever including but without limitation damages for loss of use or profits arising out of or in any way connected with the use the Gym or with the delay or inability to use the Gym or related services or failure to provide the services or otherwise

arising out of the use of the Gym whether based on contract, tort, negligence, strict liability or otherwise.

14. **PRIVACY STATEMENT**

- (i) The Gym agrees to keep all information provided by the Member confidential. No information shall be provided to any party or person without the explicit consent of the Member. It may, however, be necessary to provide information to certain relevant parties should it become a requirement under any law or in accordance with any request from any relevant authorities; and
- (ii) The Gym may change this privacy policy from time to time. It is taken that the Member agrees with the updated privacy policy unless it is made explicitly clear by the Member that they do not wish to subscribe to the privacy policy of the Gym. If concessions are not able to be made to suit both the Member and the Gym, it may mean that their membership is cancelled to avoid further conflict with the Gym.

15. **UPDATING YOUR PERSONAL INFORMATION**

The Member can update any changes to their personal information (e.g. credit card information, address) at the front desk of the Gym and allow Forty Eight (48) hours for it to take effect.

16. **GENERAL**

- (i) If through circumstances beyond the control of the Gym, the Gym is unable to provide the full range of services as advertised, the Member shall remain liable for all fees relating to the subscription and other services provided;
- (ii) Membership login details will be issued upon payment of the appropriate joining fee and subscription;
- (iii) The Gym retains the right to vary, add or withdraw any of the particular services and facilities provided, including but not limited to the class timetable, class instructors and fitness instructors;
- (iv) Members and Guests of Members are strictly prohibited from using the boxing ring in the Gym unless there are trainers present to supervise and permission to use the boxing ring is obtained from an employee of the Gym.
- (v) Only Personal Trainers from the Gym may be used at the Gym, unless prior written permission has been granted by the Gym's Operations Manager;
- (vi) Members are strictly prohibited from engaging the services of any employee(s) of the Gym for use outside the Gym;
- (vii) The Gym cannot accept responsibility for any loss, damage or theft of personal property belonging to any Member, or any Guest of a Member, occurring upon the Gym's premises at all times;

- (viii) Appropriate footwear and fitness attire must be worn at all times when in the Gym's facilities. Jeans, boots, flip flops/ sandals are strictly not allowed when using the gym and/or attending the Gym's classes. The Gym reserves all its rights to prevent any Member who is not properly attired from attending any classes or the usage of any facilities of the Gym;
- (ix) Except with the prior written consent of the Operations manager, no Member or guest shall take or give photographs/film footage or the address of the Gym in any advertisement or use the Gym's name or likeness for any business or commercial purposes whatsoever;
- (x) The Gym reserves the right to use any photographs/film footage taken by the Gym of a member or guest in the Gym for its own marketing/publicity material (website, newsletter, brochures, advertising etc);
- (xi) Closed Circuit Television with Digital Recording are in operation throughout the Gym. Images are being monitored for the purpose of crime prevention and public safety;
- (xii) Regular maintenance of the Gym take place periodically, which may require the complete or partial closure of certain facilities. The Gym shall not refund or compensate for such closures. Members are advised to check with the Gym in advance for the maintenance schedule to avoid any disappointments;
- (xiii) If any provisions of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect and the provisions held invalid or unenforceable shall be deemed modified do as to give such provisions the maximum effect permitted by the applicable law;
- (xiv) The agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Brunei Darussalam law, and the parties irrevocably submit to the exclusive jurisdiction of the Supreme Court of Brunei Darussalam.

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