

## **TERMS AND CONDITIONS**

Important! The following Terms and Conditions govern your imPAct membership. Before you sign up for the imPAct membership, please read the following terms and conditions thoroughly.

### **1. DEFINITIONS AND INTERPRETATION**

When the following terms are used in this Agreement, they have the meanings set out below:

1.1. "PA" means People's Association, a statutory board established pursuant to the People's Association Act (Chapter 227) and includes imPAct@Hong Lim Green.

1.2. "imPAct membership card" or "Card" means the card issued pursuant to these Terms and Conditions and the subsequent renewal or replacement of the card.

1.3. "We", "our", "us" refers to the PA.

1.4. "You", "your" refers to the person to whom the imPAct membership card or replacement Card is issued.

1.5. Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa. The headings used in this Agreement are for ease and reference only. The terms and conditions in this Agreement are not to be interpreted by reference to the headings.

### **2. IMPACT MEMBERSHIP CARD**

#### **Eligibility and Application for imPAct membership card**

2.1. Any person may apply for the imPAct membership card. The Card (and all corresponding intellectual property rights) is issued, managed and owned by PA and we reserve the right to reject any application without assigning any reason.

#### **Issuance of the imPAct membership card**

2.2. The imPAct membership Card will only be issued to you after we receive payment of your membership fees. We reserve the right to waive this requirement as we deem fit. The Card can be collected within 4 to 6 weeks upon receipt of payment of your membership fees at the imPAct@Hong Lim Green outlet. The imPAct membership card will have no stored value.

2.3. Although you hold the Card, it remains PA's property at all times. You must return the Card to us immediately upon our request at any time. We reserve the right to retain or require you to surrender the Card to us if we have reason to believe that it is stolen tampered with or otherwise misused.

#### **Acceptance of Terms and Conditions**

2.4. Upon your successful application for the Card, you are deemed to have accepted and agreed to the terms and conditions in these Terms and Conditions.

#### **Card Validity Period**

2.5. The Card validity will be based on the type of membership purchased.

*\* Membership Type for classes (No open gym)*

- *Active Pass (1 month unlimited number of classes- Valid for 1 month from date of purchase)*
- *Intense Pass (3 months unlimited number of classes- Valid for 3 months from date of purchase)*
- *Pro Pass (6 months unlimited number of classes- Valid for 6 months from date of purchase)*

2.6. The Card validity will terminate upon the expiry or termination of your membership, whichever is earlier. The imPAct membership card is not transferable and may not be used by any other person.

**Renewal of membership**

2.7. You may apply to renew your membership. Any renewal of your membership shall be at the sole discretion of PA and on such terms and conditions prevailing at the time of renewal.

**Damaged Card**

2.8. You can come to imPAct@Hong Lim Green outlet to have your damaged or defective Card replaced. We may charge a fee for replacement of the Card.

**3. USES OF THE IMPACT MEMBERSHIP CARD**

**A Membership Card**

3.1. All members must present their imPAct membership card to gain entry into our facilities and check in for classes. Photo identification may be required for verification purposes. Registration for classes are based on first-come-first-served basis and only for walk-ins. Prior bookings or class reservations are not available. Shower facilities, locker, water dispenser and yoga mats will be provided. Members are required to bring their own towels and toiletries.

3.2. Any member who wishes to enter our facilities or register for classes without a valid Card may only be admitted at the absolute discretion of imPAct@Hong Lim Green's management.

3.3. Any modification/defacement of card face will not be accepted by us. We reserve the right to require you to immediately surrender such modified / defaced Cards.

**Promotional and loyalty programmes**

3.4. We may from time to time at our discretion introduce one or more loyalty programmes or promotional programmes on such terms and conditions as may be determined by us. To enjoy discounts and privileges offered by imPAct@Hong Lim Green, members are required to present their imPAct membership card. Should you have any queries or if you wish to opt out of receiving publicity materials, please call our Hotline number at 67860016 or email us at imPActHLG@pa.gov.sg.

3.5. We reserve the right to add, modify, cancel or discontinue any of the loyalty programmes or promotional programmes as we deem fit without prior notice to you.

**4. CHARGES**

**Service Charge**

4.1. You may be charged a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to the use of your Card, whether such a service or action is referred to or contemplated in these Terms and Conditions or otherwise.

## **5. LOSS/THEFT/DAMAGE/DISCLOSURE**

### **Duty to prevent Loss, Theft, Damage and Fraud**

5.1. You must keep the Card safe and secure at all times. Any unauthorized use of the lost/stolen Card will be the sole responsibility of the cardholder. If your Card is lost, stolen, damaged or used by any other person, you must report this immediately at our Hotline number 67860016. If the lost or stolen Card is recovered, you must immediately return the Card to us without using it further. Please call the Hotline at 67860016 or email [imPActHLG@pa.gov.sg](mailto:imPActHLG@pa.gov.sg) for assistance during Mondays to Fridays, 8.30am – 10.00pm, Saturdays and Sundays, 8.30am to 6.00pm (excluding Public Holidays).

5.2. In the event that your Card is lost, stolen, damaged or used by another person without your authorisation, please note that you are not entitled to any refund whatsoever. We are not liable for any loss, damage, costs or expenses arising out of or in connection with the loss, theft, damage or fraudulent use of your Card.

5.3. We shall not have any obligation to prevent the use of a lost, stolen, damaged or fraudulently used Card.

## **6. DISCRETION**

### **Termination**

6.1. Notwithstanding and without prejudice to the other provisions of these Terms and Conditions, we are entitled at any time in our absolute discretion without liability to you and without giving any reasons, to suspend or terminate your right to use the Card entirely or in respect of certain specified facilities or classes whether or not you are in default of these Terms and Conditions. If we suspend or terminate your right to use the Card entirely, we will notify you accordingly and you must immediately return the Card to us.

### **Re-issue, Renewal or Replacement of the Card**

6.2. On your request, we may, at our absolute discretion and upon such terms and conditions as we may impose, change your Card or Card number and issue a replacement Card. Your obligations and liabilities will not be affected by such change of your Card and all terms and conditions applicable to the former Card will continue to apply to the new Card.

6.3. We reserve our right to refuse to re-issue, renew or replace the Card and/or change your Card or Card number at any time without giving any reason or prior notice to you.

## **7. CESSATION OF USE OF CARD**

7.1. You shall immediately stop using the Card:

- (a) at the end of the validity period; and

(b) if directed to do so by us.

## **8. COMMUNICATION AND SERVICE OF DOCUMENTS**

### **Communication from us**

8.1. Any communication, notice or letter to you whether sent by post, hand-delivered, electronic mail or by facsimile to your last known postal address, e-mail address or facsimile number in our records shall be deemed to have been fully delivered to you on the day immediately after the date of posting or on the date of hand-delivery or electronic facsimile transmission notwithstanding that the same may be returned undelivered.

8.2. All communication, requests and instructions from you must be in writing and in accordance with our prescribed procedure prevailing at that time and/or must be hand delivered or sent by registered post to us.

### **Assumed Consent & Authority**

8.3. Notwithstanding the above, we may rely and act on any communication or instructions which we reasonably believe originates from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority), and any action taken by us in reliance of such communication or instructions shall bind you. We shall not be liable to you for any loss or damage incurred or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

### **Effective Date**

8.4. Unless otherwise provided in these Terms and Conditions, all communication, requests or instructions from you take effect only three (3) working days after receipt of the communication by us.

## **9. CHANGE OF ADDRESS**

9.1. You must notify us promptly of any change in your contact details, e.g. home addresses, email address, and contact numbers via the [www.onepa.sg](http://www.onepa.sg)

## **10. EXCLUSION OF LIABILITY**

### **Loss or damage in connection with your Card**

10.1. Notwithstanding any other terms or conditions of these Terms and Conditions, we are not liable to you for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with the usage of or inability to use the Card.

### **Inability to perform our obligations**

10.2. We are not liable if we are unable to perform or if there is a delay in performing our obligations under these Terms and Conditions caused by any factor, event or occurrence which is beyond our

reasonable control. This includes the failure of any machine or communication system, , industrial dispute, war, act of God, or such other factor, event or occurrence outside the reasonable control of us or of our servants or agents.

10.2A Where the performance of obligations is delayed pursuant to clause 11.2, our obligations shall be suspended for such time and to the extent that we are prevented by such factor, event or occurrence from performing our obligations.

### **Act or Default of Agents or Contractors**

10.3. You agree that we have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these Terms and Conditions and, to the extent permitted by law, we are not liable to you for any act, omission, neglect or wilful default on the part of such agents, contractors and for correspondence.

### **Lost or Damaged Personal Property**

10.4 Lockers are provided to house your personal items when you are in class or using the facilities and equipment. Regardless of care taken to avoid loss, we are not liable or responsible for any damage, theft, loss or destruction of personal property within imPAct@Hong Lim Green.

## **11. WAIVER AND INDEMNITY**

### **Waiver and Release**

11.1. (a) You are advised to consult your physician prior to commencing any class or engaging in any type of physical exercise.

(b) By signing up for and/or attending classes and/or using our facilities and equipment (individually and/or collectively, the “Classes and Facilities”), you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in using any of the Classes and Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken and that we will not be liable for any injury or damage should you choose to participate.

(c) If, in the opinion of our staff or agents, you and/or others would be at physical risk using the Classes and Facilities, you may be denied access to the Classes and Facilities.

### **Indemnify us for loss/damage**

11.2. You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expenses (including legal costs with disbursements on a full indemnity basis) which we may incur or suffer as a result of or in connection with your Card, including without prejudice to the generality of the foregoing:

11.2.1. Your breach of any of your obligations under these Terms and Conditions;

11.2.2. The actual or attempted enforcement or protection of any or our rights and remedies against you;

11.2.3. Any change in any law, regulation or official directive which has an effect on the Card; or

11.2.4. Any demand or enforcement of payment of any monies due hereunder or the observance and performance of any of these Terms and Conditions.

## **12. GENERAL**

### **Intellectual Property Rights**

12.1 All intellectual property relating to the Classes and Facilities and imPAct@Hong Lim Green belongs to us and may not be used by you for any reasons unless prior written consent has been obtained from us.

### **Rights are Cumulative**

12.2. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

### **No waiver of Our Rights**

12.3. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right of remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by us of our rights or remedies in respect of any term under these terms and conditions or any breach of these terms and conditions on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

### **Record is Conclusive and Binding**

12.4. Our records (including computer and microfilm stored records) of all matters relating to you, and for your Card are conclusive evidence of such matters and are binding against you for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. We may, in our absolute discretion, destroy any document relating to your Card after microfilming of otherwise recording the same in such manner as we deem fit as well as to destroy such microfilm and records at any time.

### **Provisions are Severable**

12.5. Each of these Terms and Conditions is severable and distinct from one another and if at any time anyone or more of these terms and conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

### **Rights of Third Parties**

12.6. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (CAP 53B) to enforce any term herein.

### **Rights to Amend**

12.7. We reserve the right to amend these Terms and Conditions without notice. The revised Terms and Conditions will be uploaded here at [www.pa.gov.sg](http://www.pa.gov.sg) . By continuing to sign up for classes to use our facilities, you agree to be bound by such revised Terms and Conditions.

**Governing Law**

12.8. This Agreement is governed by Singapore Law and you hereby submit irrevocably to the exclusive jurisdiction of the Singapore Courts.