



Terms and Conditions of Services

1. General information

- 1.1. These terms and conditions ("Terms") apply to all the services provided by The Sports and Fitness People Pte Ltd ("we", "our" or "us") in [the provision of swimming lessons / aqua exercise] (the "Services"). Please review these Terms carefully before signing up or registering with us, or using our services. By signing up or registering with us, you acknowledge and agree to be bound by the Terms herein.
- 1.2. We reserve the right to make changes to these Terms at any time without prior notice to you as published from time to time at <http://www.sportsandfitnesspeople.com/index.php> By using our services on or after the date on which the Terms have been revised, your use would be deemed as acceptance of the revised Terms.

2. Registration

- 2.1. You will need to register with us before using our Services.
- 2.2. If you are below 18 years of age, a parent or guardian is required to be present at registration, and you and your parent or guardian represent and warrant that both of you have understood and agreed to these Terms. You and your parent or guardian confirm that all information provided by you and your parent or guardian is true, accurate, correct and up to date.

3. Provision of Services

- 3.1. The Services shall be carried out on the terms and conditions herein. The duration of each lesson is thirty (30) or forty five (45) minutes. All lessons will occur on the date and time and at the place as mutually agreed. Unless otherwise mutually agreed, lessons will not be conducted on public holidays.
- 3.2. The instructor shall have the right to cancel a lesson at any time and at his sole discretion if there is bad weather, including but not limited to torrential rain and lightning. The instructor will endeavour to inform you of such cancellation via telephone or text message at least fifteen (15) minutes before the lesson is due to commence. A credit will be issued for classes which are cancelled by the instructor due to bad weather. *[Clients will not be charged for lessons cancelled due to bad weather if the lesson has commenced, if the lesson is over halfway complete, it will be chargeable]*
- 3.3. We reserve the right to appoint a relief teacher for any lesson at any time and for any reason whatsoever. If no relief teacher is available, we shall have the right to cancel the lesson. We will credit the cancelled lesson.

3.4. All Services subscribed for cannot be cancelled, regardless of whether this Agreement is terminated due to breach of any of the Terms, or whether for convenience.

4. Lesson Fees Payable

4.1. In consideration for the Services, you agree to pay the lesson fees ("Lesson Fees") in accordance with the terms and conditions herein:

- (a) Our Lesson Fees are as stated on [<http://www.sportsandfitnesspeople.com/fees.php>].
- (b) Lesson Fees are payable on the following 3-monthly basis: Jan/Feb/Mar, Apr/May/Jun, Jul/Aug/Sep, Oct/Nov/Dec (each 3-monthly invoice, a "billing cycle"). If you register and commence lessons partway through a billing cycle, the Lesson Fees will be pro-rated accordingly.
- (c) Due to the large number of children who are away for the period of June and July, any lessons held during this period are part of the holiday program and are not part of our normal billing cycle. Additional lessons may be cancelled during this period with prior notice.
- (d) You are allowed to cancel a maximum of three (3) lessons for each billing cycle per child, for reasons such as holiday or illness, Provided That prior written notice is provided to us at least four (4) hours before the lesson commences. In relation to cancellations due to holidays, you shall provide written notice to us prior to the applicable billing cycle. Any such cancellations will be credited in the subsequent billing cycle.
- (e) All fees paid are non-refundable and non-transferable. Payment is to be made in full in advance of the billing cycle.

4.2. You agree to fully indemnify us in the event we incur any costs and expenses in accordance with the provision of the Services to you by third parties, including but not limited to any fees incurred from any emergencies or medical services.

4.3. Payments may be made in the following ways:

- (a) Bank transfer (preferred method) to: OCBC, Katong Branch, 7339 654 811249001; or
- (b) Cheque made payable to: "The Sports & Fitness People Pte. Ltd."

No cash payments are to be made to the instructor under any circumstances.

4.4. Any amounts payable which are not received by us by the applicable due date may be subject to late payment interest at 1.5% per month, or the maximum interest permitted by applicable law, whichever is less. Any costs and expenses incurred by us in recovering any outstanding amounts from you shall be payable on an indemnity basis.

4.5. Any amounts payable which are not received by us within fourteen (14) days after the applicable due date will be deemed a material default under these Terms, and we will be entitled to suspend or terminate the provision of Services to you, at our sole discretion.

4.6. We may increase any fees specified [<http://www.sportsandfitnesspeople.com/fees.php>], provided that the increase will not take effect until the expiration of the current billing cycle.

5. Acknowledgement

5.1. You acknowledge and agree that:

- (a) your or your child's use of the Services are entirely at your or their own risk, and therefore we specifically disclaim any liability arising from or in connection with your or their use of the Services;
- (b) you or your child are required to use your or their own judgment, caution and common sense when using the Services;
- (c) you will not provide false or inaccurate information when using the Services, or knowingly disseminate information that you know, or reasonably ought to know, to be confidential in nature, in violation of any duty of confidentiality which you are subject to;
- (d) you and your child shall not abuse, harass or otherwise violate the legal rights of others, or violate any applicable laws or regulations;
- (e) the Services may become temporarily unavailable for a number of reasons, including but not limited to bad weather and capacity constraints. Notwithstanding this, we will use reasonable commercial efforts to minimize such non-availability of the Services.

6. No Warranty

6.1. The Services are provided on an "as is", "as available" basis. We do not warrant the adequacy, completeness or timeliness of the Services. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with the Services. You assume full responsibility and risk for your or your child's use of the Services.

6.2. We will not be liable in any way to you or to any third party for any inaccuracy, error or delay in or omission of any third party data or service, or the transmission or delivery of any such third party data or service and any loss or damage arising from (a) any such inaccuracy, error, delay or omission; (b) non-performance; or (c) interruption in any such third party data or service due either any negligent act or omission by us or force majeure or any other cause beyond our control. You further specifically acknowledge that we or any of our officers, directors, employees, agents, subsidiaries and affiliates are not liable, and you agree not to hold the aforementioned parties liable, for the conduct of third parties, and that the risk of the Services and of injury, damage or loss from the foregoing rests entirely with you.

7. Limitation of liability

WE SHALL IN NO EVENT BE LIABLE FOR ANY DEATH, INJURY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR OTHER INDIRECT DAMAGES OR COSTS OF ANY KIND SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICES.

7.1 Waiver

There is inherent risk of injury, whether caused by the service provider or someone else, in the use of or presence at swimming pools, and participation in swim programs and aqua exercise.

This risk includes, but is not limited to, (a) injuries arising from the use of any of the swim equipment, including any accidental or "slip and fall" injuries; (b) injuries arising from participation in supervised or unsupervised activities and programs within the lesson location (c)injuries or medical disorders resulting from exercise at the lesson location including, but not

limited to, heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments; and (d) injuries resulting from the action taken or decisions made regarding medical or survival procedures. The participant understands and voluntarily accepts this risk, agrees to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property while using or present at SIA center, using any lockers, equipment or services or participating in SFP swim programs. We waive any and all claims or actions that may arise against THE SPORTS AND FITNESS PEOPLE Pte Ltd, its parent companies, affiliates, subsidiaries, successors, assigns, independent contractors and agents as well as each party's owners, directors, employees or volunteers as a result of any such injury, loss, theft or damage.

8. Representation and Warranty

8.1. You hereby represent and warrant that:

- (a) all information provided by you is accurate, complete and up to date;
- (b) you consent and agree to us collecting, storing, processing and/or transmitting to third parties your personal information or other information provided to us as may be required for the purpose of providing the Services to you;
- (c) you are not contractually and/or legally restricted from performing or providing any of your obligations under these Terms.

9. Personal Data

9.1. We may collect, use and/or disclose your personal information for the following purposes:

- (a) setting up your registration with us;
- (b) to provide and improve our Services, including informing you of any change or updates in our Services;
- (c) for targeted marketing;
- (d) for accounting, billing and verification purposes;
- (e) for internal administrative and management purposes;
- (f) to contact you regarding any complaints, feedback, queries, requests, claims or disputes;
- (g) to facilitate investigations into any suspicious or illegal activities;
- (h) where required by any act, statute, law, or regulation, rules, directives, or by the order of a government authority or a court or tribunal of competent jurisdiction;
- (i) such other purposes consented by you for which your personal information is collected;
- (j) any other purpose reasonably related to the aforesaid.

9.2. We may disclose your personal information to our partners whom we have engaged to provide our Services. We will use commercially reasonable efforts to ensure that such partners do not use your personal information for a purpose other than the purposes for which the personal information was originally given.

9.3. As we rely on your personal information to provide our Services to you, you agree to ensure that the information provided by you is accurate, complete and up to date.

- 9.4. If you have any comments, concerns or questions about our privacy policies and practices, or if you wish to review, change or delete your personal information, please contact at admin@sportsandfitnesspeople.com

10. Indemnity

- 10.1. You shall indemnify and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from all demands, claims, actions, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever against us by any third party due to or arising out of or in connection with any failure by you to comply with any of these Terms, or otherwise by your use of the Services.
- 10.2. Your obligations under the foregoing indemnity may not be offset against any other claim you may have against us, or any our officers, directors, employees, agents, subsidiaries and affiliates.
- 10.3. You agree that this provision shall survive any termination of the Services.

11. Term and Termination

- 11.1. The term of this agreement commences on the date at the end of this document and will continue in effect until terminated by you or us as set out in these Terms.
- 11.2. You may terminate this Agreement by giving us one (1) month's prior written notice. We may terminate this Agreement with immediate effect by giving you prior written notice if we cease to provide the Services, or if you have breached or violated any of these Terms to be determined at our sole discretion, or where otherwise provided for in these Terms

12. General

- 12.1. No failure by us to exercise and no delay by us in exercising any right, power or remedy under these Terms will operate as a waiver. Nor will any single or partial exercise by us of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by us. No waiver shall be valid unless in writing signed by us. The rights and remedies herein are in addition to any rights or remedies provided by law.
- 12.2. All rights and obligations hereunder are personal to the parties and each party shall not assign any such rights and obligations to any third party without our prior written consent.
- 12.3. Any one or more clauses, stipulations or provisions of these Terms, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of these Terms.

13. Dispute Resolution

- 13.1. If you have any disputes or differences arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, you agree to notify us of the same in writing by way of email at admin@sportsandfitnesspeople.com. We will endeavour, but do not guarantee, to resolve the dispute.
- 13.2. If the dispute is not resolved within thirty (30) days of our receipt of your notice, the dispute shall be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the Mediation Procedure of the Singapore Mediation Centre for the time

being in force. The parties agree to participate in the mediation and to abide by the terms of any settlement reached.

14. Governing Law

These Terms shall be construed and its performance governed in accordance with the law of the Republic of Singapore.

The last update to our Terms and Conditions of Service was on 1 August 2018.

I consent / do not consent to my child's/children's photos being used in marketing or promotional materials for The Sports and Fitness People. (Please delete as appropriate)

Name of Participant.....

Name of Parent / Guardian (If under 18).....

Signature.....