

1. Terms and Conditions

The following terms and conditions (the Club rules) govern the rights and obligation of Fitness First and members thereof.

2. The Club

The Club is operated by PT Fitness First Indonesia (the Company) whose principal objective is to provide health and leisure facilities for Club Members and their Guests. The Home Club is where a member joins and pays the fees. The Company has appointed a Management team (the Management) who are responsible for the operation of the Club in accordance with these Rules as amended from time to time.

3. Membership

- Membership is personal to the Member and is nonassignable, non-transferable and non-refundable. A Member may not loan his/her Membership card or permit it to be used by anyone. The Company may assign the benefit of these agreements to any person, firm or company at any time without notice to the Members.
- Memberships are only considered valid once all required membership details have been clearly entered into and/or attached to the Membership Application Form. The member is required to inform the club in writing in the event of any change of information. The Management may temporarily suspend a membership in the event of any missing information/documentation.
- Membership is subject to the Rules of the Club as are from time to time in force and which may be amended by the management at any time. The Management reserves the right to reject an application for Membership to the Club for any reason whatsoever.
- Upon acceptance, the Member will be issued with a Membership card (which shall remain the property of the Company) and the Member shall be entitled to all the rights and privileges exercisable by the class of Membership for which his/her application has been accepted. If a Membership card is lost or mislaid, the Management will issue a replacement card for a processing charge.
- Memberships are transferable only in exceptional circumstances. Transfer of a membership can only be done once per membership and will incur a charge equivalent to the prevailing administration fee. The new member accepting the transferred membership is required to pay the monthly dues current at the time of transfer. The new member will not receive a Starter Pack or induction sessions.
- Any Member to enter the Club without a valid Membership card will only be admitted at the absolute discretion of the Management.
- Membership Categories
 - Home/Platinum Home: The member can only enter and use his/her Home Club
 - Home + 1: The member can use his/her Home Club as well as one other selected Club as stated in the membership agreement.
 - Platinum Passport: The member can use all Fitness First Platinum and Fitness First Premium clubs in Indonesia as well as Fitness First Platinum and Fitness First Premium clubs in certain countries.
 - Passport: The member can use all Fitness First Premium clubs in Indonesia.
 - The Lifestyle membership is for a minimum commitment period (MCP) of 12 months, excluding months in which the membership is in Freeze. If a member on a Lifestyle membership wishes to Freeze his/her membership while within his/her MCP, the months on Freeze will not count toward the MCP and the MCP will be adjusted accordingly.
 - The Lifestyle+ membership is for a minimum commitment period (MCP) of 18 months, excluding months in which the membership is in Freeze. If a member on a Lifestyle+ membership wishes to Freeze his/her membership while within his/her MCP, the months on Freeze will not count toward the MCP and the MCP will be adjusted accordingly.
 - Membership is only available to those aged 14 or older. Applicants below the age of 17 require approval from a parent/guardian.
 - The Premier membership is for a minimum commitment period (MCP) of 4 months and will continue automatically after the MCP of 4 months.
 - The Lifestyle membership will continue automatically after the MCP of 12 months. If a member wishes to cancel his/her Lifestyle membership while within his/her MCP, a contract Cancellation Fee of Rp 600,000 will be charged.
 - The Lifestyle+ membership will continue automatically after the MCP of 18 months. If a member wishes to cancel his/her Lifestyle+ membership while within his/her MCP, a contract Cancellation Fee of Rp 750,000 will be charged.
 - Dual Brand: The member can use all Fitness First and Celebrity Fitness clubs in Indonesia as well as Fitness First and Celebrity Fitness clubs in certain countries.
 - The month by month (MBM) membership does not have a minimum commitment period (MCP) and continues automatically on a monthly basis.
 - Off-peak membership entitles member to use the club facilities only at certain times. On weekdays, off-peak members may only access the club from 6am to 4pm. On Saturdays, Sundays and public holidays, off-peak members may access the club at any time during club operating hours.
 - Lump sum prepaid term membership plan is available upon request. Lump sum membership term will automatically end at the end of the minimum term unless you choose to renew it. For lump sum prepaid term memberships and other like plans, PT Fitness Indonesia reserves the right to transfer balance prepaid term memberships to other Clubs in circumstances where the operations or services of a Home Club or Home +1 Club is temporarily or permanently suspended for any reason.

h) Membership Fees

- You agree to pay the Joining Fee and Administration Fee as stated in the Membership Agreement. These Fees are non-refundable and have to be paid upon registration as a member. The Joining Fee and Administration Fee can change without prior notice.
- The Joining Fee, Administration Fee and any prepaid monthly dues are not refundable.
- Monthly membership dues are due by the first of the month via credit card/direct debit autopay as indicated in the Billing Details section of the Membership Application. Non use of the club does not eliminate the obligation to pay all subscriptions in a timely manner. Whether or not you use the facilities, you must still pay your monthly dues on time.
- The maximum amount that Fitness First is authorized to charge is three months' dues. However, in the event that payment cannot be received from your credit card/direct debit, you will be contacted at the beginning of each month to make direct payment at the Club. Late payment of monthly dues will incur a late payment fee of Rp 50,000 if payment is received after the 20th of the month.
- Charges that are not challenged within 14 days are not refundable.
- The Management reserves the right to terminate a membership in the event that dues are in arrears for two consecutive months. Fitness First will take legal action to recoup any owed monies.
- A member on a terminated membership will have to rejoin and pay the current Admin Fee.
- The Management reserves the right to introduce and vary the prices and categories of Membership from time to time.
- Changing membership to a lower category will incur a one-time fee of Rp 175,000. Changing membership to a higher category will not incur any charges.
- Fitness First will increase the member's monthly dues once every 12 months. If the member has a prepaid membership, Fitness First reserves the right to increase all subsequent renewal amounts.

i) Freezing Membership

- A member may not Freeze his/her membership in the first 4 months of his/her membership.
- A Freeze Fee of Rp 200,000 per month will apply. The cutoff date to request freeze is the 15th of the preceding month.
- Freeze can only start from the 1st of the month after the submitted request is approved. Documentary evidence from members is required and no backdating is allowed.
- The minimum freeze period is not less than 3 months and not more than 12 months and may not be used in respect of the notice period of membership cancellation.
- Freezing will only be approved for genuine reasons of inability to use the club facilities. Members are not allowed to enter or use the club facilities during the freeze period.

j) Termination of Membership

- Written notice must be received by Fitness First Indonesia a minimum of one calendar month prior to termination and sent to the Club General Manager. Failure to comply will result in one more billing cycle before termination of membership. Notice of termination has to be received prior to month end for the following month to be considered the final full month of membership.
- Termination of a membership in frozen status will be subject to a full months dues billing for the notice period.
- Members can apply for termination of their membership by completing the cancellation form. Any upfront dues already paid are non-refundable.
- Termination of membership may not take place within the first four months of membership.
- Upon expiry of membership, the membership card must be returned to Fitness First Indonesia.

4. Physical Condition of Member

- The Member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he or she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
- The Member shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members.

5. Limitation of Liability

In consideration for the Management accepting his/her application for Membership of the Club, and for he/she becoming and remaining Member of the Club, the Member agrees that:

- Neither Fitness First, its associated companies, employees or agents shall be responsible for any claims, demands, injuries, damages, or actions for negligence arising on account of death or due to injury, loss, damage or theft to a members person or property arising out of, or in connection with the use by a Member of any of the services, facilities or premises of Fitness First Club. The Member hereby holds Fitness First, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a Member's behalf for any such injuries or claims afore said.
- Any guest of a member or temporary visitor to Fitness First Health Clubs agrees to abide with the Club rules and the same limitation of liability as a member.

6. Expulsion of Members

The Management may terminate the Membership of any Member:

- Without notice and with immediate effect if the Member's conduct, whether or not such conduct is the subject of complaint by another Member or Members, is such that in the reasonable opinion of the Management, it may be injurious to the character or interests of the Club.
- Without notice and with immediate effect if the Member shall have committed any breach of these Terms and Conditions or of the Rules and Regulations of the Club as are from time to time in force.
- If any Monthly Membership fees, locker fees or service charges remain unpaid after the due date for payment.
- Upon notice in writing, if the Company is of the opinion that the Member is not a suitable individual for continued Membership of the Club.
- A Member whose Membership is terminated by the Management shall forfeit all the privileges of Membership with immediate effect without claim for any refund of his/her Initial Joining Fee or Monthly Membership charges, other than any Monthly Membership charges paid in advance. On termination of his/her membership, the Member shall return forthwith his/her Membership Card and any other evidence or property of Membership provided to that Member by the Club and shall settle any outstanding debts.

7. Guests

- Members introducing Guests shall ensure that their Guests complete a Guest Pass and pay the current Guest fee for a Guest Pass.
- Guests will have the same Membership privileges as the Member who introduces them and who must accompany them, and will be subject to the same Club Rules and limitations of liability as the member. It is the responsibility of the Member introducing a Guest to ensure that their Guest complies with the Club Rules.
- The Management reserves the right to exclude any Guest from the Club without giving any reason for so doing and may introduce Guests to the Club or regulate the charges levied for guest passes from time to time.
- Guest Passes can only be redeemed by guests who are not existing members of Celebrity Fitness or Fitness First.

8. Health and Safety

- All Members are encouraged to undertake a Fitness Evaluation conducted by the fitness staff before starting an exercise program.
- Members should be considerate of other members and wipe down equipment with hand towel and not dominate specific equipment when the gym may be busy.
- Instructors are authorized to stop anyone from exercising if he/she is judged unsafe. Users must abide by the instructions of the fitness instructor.
- Smoking is not permitted in any part of the Club.
- In the interest of health and hygiene, all Club users are requested to shower prior to entering the Sauna/Steam Room.
- Members or Guests may not use the facilities of the Club while under the influence of alcohol, narcotics or other mood altering substances.

9. Club Operating Hours

The Club's normal hours of operation are indicated at the club entrance and notice board. The Management reserves the right to adjust the hours for the purpose of cleaning, decorating, repairs or for special private functions and holidays. The Management shall endeavor to give reasonable notice of any lengthening or shortening of such hours.

10. Dress code

All members and guests are required to wear proper gym attire when exercising. A top is required that covers the chest area, no torn clothing items are permitted. Closed toe, non-marking, rubber soled shoes are required at all times in the gymnasium and in the aerobics room.

11. Club Facilities

- Management accepts no responsibility for loss or damage to members' locker contents for any reason whatsoever.
- Without any prior written consent and/or notification from Fitness First for the purposes of promotional activities, cameras and/or other photo/video recording devices, including cellphones/smart devices with such features, are prohibited to be used for taking pictures or to record within the club premises, especially in the locker area. For security reasons and to protect our members and employees, certain areas in the clubs are monitored by surveillance cameras. You are not recommended to leave valuables in the locker rooms. Fitness First is not responsible for the loss of goods/belongings inside the club area.
- Certain complimentary drinks are provided for the Members. These drinks are for refreshment on the premises only. Members and their guests are not permitted to bring their own food and/or drinks into the club.
- The Management may from time to time wish to show potential Members or others around the Club and allow them to use the Club facilities on a trial basis and reserves the right to do so.

12. Personal Training

- Members have to verify each personal training session conducted using their personal password/fingerprint after each completed session.
- All sessions have to be completed by the expiry date stated on the Personal Training Agreement.
- The Club reserves the right to assign a replacement trainer for a member in the event that the original trainer is unavailable.
- Cancellation of scheduled personal training sessions have to made at least 24 hours prior to the scheduled session. The booked session will be deemed used in the event that a cancellation is made less than 24 hours before the session. To avoid confusion, non-attendance to a scheduled personal training session without prior notice will be deemed a cancellation within the 24-hour period.
- All Personal Training sessions paid for in advance are non-refundable for any reason whatsoever. Remaining sessions may be transferred to another member in the Club with the approval of the Management. Members are required to complete the transfer session form.

13. Lockers

- Private lockers are available for rental at the prevailing monthly fee which may change from time to time. Locker monthly fees must be paid in advance together with a Rp 250,000 security deposit. Lockers are not transferable.
- Payment for locker rental renewals must be made at Club reception at least one week prior to the locker rental expiry date. The Management reserves the right to empty out lockers and dispose of confiscated items in any way it sees fit.
- A locker key shall be given to the member which remains the property of the company and must be returned upon termination of locker rental or termination of membership. In the event of loss of locker key a replacement fee of Rp 250,000 shall be charged. The same replacement fee will be charged in the event of the loss of a day use locker.
- One months advance calendar notice is required in writing to the Home Club Management in the event of termination of locker rental. Notice must be given prior to the month end for the following month to be considered the last month of locker fees.

14. Others

- Children under the age of 14 years are not allowed into the Club without the permission of Management.
- All members and guests are obliged to check in at reception when entering the club and check out at reception when leaving the club.
- Promoting or selling personal training sessions or other goods and services by a member to other members is strictly prohibited and will result in the membership termination of the member in question.
- Day use lockers are to be emptied out by the Member whenever the Member leaves the club. Lost property will be held for a period of 1 month after which the club management reserves the right to dispose of the items in any way it sees fit. No claims shall be entertained after this period.
- The Management reserves the right to use any individual or group photographs of Members and/or Guests for press or promotional purposes.
- Former employees of Fitness First Indonesia who have left the Company may not apply to become a member. Exceptions may be allowed at the sole discretion of the Company management.
- All members are required to abide by the rules, which are subject to change from time to time at the discretion of the Management. Members will be notified of changes to the rules via the Club noticeboards.
- The failure of the Management or the Company to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.
- These Rules shall be governed and constructed in accordance with the laws of Indonesia and subjected to the jurisdiction of Indonesia.

15. Dispute settlement

All disputes arising out or in connection with this Agreement shall be resolved amicably. In the event that such dispute cannot reach mutual consensus of amicable settlement, therefore each party is agreed to appoint the Indonesian National Arbitration Board (BANI) for dispute resolution.