



*Terms & Conditions 2019-20

- 1 The Membership/Traineeship terms and conditions are an agreement between the Members/Trainees and Vfive group.
- 2 **RIGHT OF ADMISSION:** The Vfive Group reserves the right to refuse entry to any person, including Members/Trainees, and has the right to terminate the Members/Traineeship for any reason whatsoever (including misconduct, complaints by other Members/Trainees, sexual harassment, hygiene disease, etc) and not limited to breach of the Facility Rules, as specified from time to time. On the termination of a Members/Traineeship, the Access card of the Member shall be deactivated and the Member shall not be entitled to any refund of the Members/Traineeship Dues or payment for any additional services made by the Member.
- 3 **CLOSURE OF PREMISES:** Vfive Group reserves the right to terminate the facility with a six-month notice period to Members/Trainees. Any such notice will be sent via email, or will be posted as notification on the Vfive group website.
- 4 **DISCONTINUATION:** Should Vfive group member have to be discontinued due to conditions pertaining to a country's legislation, a court decision or a prohibition by a country's public authorities, Force Majeure or Act of God, Vfive Group will not be held responsible for any losses to the individual member that may ensue from this termination. The Vfive group will, as far as possible, attempt to inform individual Members/Trainees as soon as possible if the circumstances described under this point should arise. This Section does not apply in the case of discontinuation in accordance with this regulation Point 3 above will not apply.
- 5 **CHANGE OF RULES AND FACILITIES & SERVICES:** The Vfive group retains the right, without prior notification to individual Members/Trainees, to change the terms and conditions of its Members/Traineeship programme. Any such changes will be published on the Notice Board/Website and will enter into effect 14 days after these changes were announced, unless otherwise stipulated. Members/Trainees are responsible for keeping informed about any changes to the Members/Traineeship terms and conditions.
- 6 **INJURIES:** The Vfive Group shall not be liable for any Injuries of or damage to any life of the Members/Trainees.
That the Members/Trainees agree that under no circumstance will Vfive Group or any of our affiliates and our and their directors, officers, members, employees, agents, representatives, attorneys, predecessors, successors or assigns, be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, but not limited to, lost profits and damages that result from inconvenience, delay, loss of use, or physical or psychological injury) related to or arising out of use of the Facilities and services provided by us, and the , arrangements made based on information related to or obtained from the website, or products or services related to or obtained from the facility, even if we or they have been advised of the possibility of such damages.

- 7 **NO SMOKING, DRINKING ALCOHOLIC BEVERAGES, DRUGS, PETS ETC. IN THE Facility** The Vfive Group reserves its right to restrict the entry and terminate the Members/Traineeship of any Member without any notice if the Member is found to have consumed any alcohol, drugs or other illegal or intoxicating substance prior to entering the Facility or within the Facility or if he brings such substances to the Facility. The decision of the Facility Management will be final and binding in the matter, with no refund of Members/Traineeship Dues for any paid but unused services or remaining period of Members/Traineeship.
- 8 **CCTV SURVEILLANCE:** In the interest of the safety and security of our staff, Members/Trainees and visitors, certain areas of the Facility are covered under 24 hour CCTV surveillance.
- 9 **PROPER CLOTHING AND HYGIENE:** Proper athletic attire must be worn at all times by a Member when using the Facility. a). No attire or personal hygiene that discredits the standard of the Vfive Group will be acceptable. The Vfive Group reserves the right to deny access and/or use of the Facility to any Member or guest whose attire is not considered appropriate in connection with the public image of the Facility and the Facility Rules, as specified from time to time.
- 10 **MEMBERSHIP/TRANEESHIP REFUND:** a. The Vfive Group shall not be held responsible for changes in the Government Bye-laws whether they are Local, Regional or National and as such is not liable for refunds if the Facility's Facilities, Services and Operating Hours are affected because of the same. b. A Member shall not receive any refunds partial or otherwise if they have signed up for Members/Traineeship during a Facility Pre-Sales period and the Facility's opening has been delayed. As such, the Members/Traineeship will begin from the day the Facility is officially opened. c. A Member who chooses the Lump Sum Payment Option for Payment of the Members/Traineeship Dues and Members/Traineeship Subscription is not entitled to any pro-rata refund of any amounts paid by them towards paid but unused Members/Traineeship Term, except where the cause for such termination is not attributable to him/her.
- 11 **MEMBERSHIP/TRANEESHIP ENTITLEMENT:** The Vfive Group is not obliged to accept the registration of every applicant and shall have the right to reject and refund the money paid at the time of applying for Members/Traineeship. Subject to the Vfive Group's approval, Members/Traineeship entitlement begins immediately from the date as mentioned and or detailed in the Application Form and the acceptance of the Facility Rules by the Member, as specified from time to time by the Vfive Group. A Member is entitled to access and use the facilities and services of the Facility only during the specified operating hours of the specific Facility.
- 12 **PERSONAL DETAILS:** All the information provided at the time of registration must be true and correct, the Member shall be solely responsible and liable if the said information is found incorrect. The Vfive Group reserves its right to terminate a Members/Traineeship without notice or refund of any Members/Traineeship Dues if the information provided is found to be incorrect at any point of time. A Member also agrees to provide any additional information as and when demanded by the Vfive Group. To apply for Members/Traineeship a Member is required to furnish self-attested copies of proof of identity, proof of address, phone numbers (Residence and Mobile Number), valid E-mail ID and the contact details of a person to be contacted in the case of any emergency and any other particulars as requested by the Vfive Group. Document furnished by a Member as proof of address or proof of Identity shall only be accepted if the same is/are issued by a recognized Government Authority, Institution (Central or State).

13 LOCKER USAGE: a). A Member is not permitted to keep his belongings in the Lockers overnight as all these lockers shall be opened by the Facility Management at the end of the day. Lockers are for day usage only, any articles or belongings found inside these Lockers shall be disposed off and or destroyed by the Facility Management after a holding period of three (3) calendar days.

b). A permanent locker can be hired by a Member at the prevailing price for a fixed term after which the Member can renew the locker hire term by paying the then prevailing rates failing which the Vfive Group shall retain the right to open/ vacate the locker. A Member can request for his/her belongings within Three (3) days of expiry of the locker hire term after which the Vfive Group has the rights to dispose the belongings. The Vfive Group reserves the rights to check the locker of a Member without his permission for any restricted items being stored in the permanent

c). The Vfive Group shall not be liable for any theft of or damage to any belongings of the Members/Trainees. Personal belongings may be placed in a locker by a Member at his own risk and sole responsibility releasing the Vfive Group from any liability towards any loss or damage incurred while the belongings were placed in lockers.

14 MEMBERSHIP/TRANEESHIP ACCESS CARD: a). On successfully acceptance of the Members/Traineeship Terms & Conditions along with the payment of the requisite Members/Traineeship Dues, the Vfive group shall issue the Member an Access Card. The Member must ensure the safe custody of the Access Card or any other important documents received by a Member at the time of enrolling as Member and/or subsequent thereto from the Vfive Group/Facility as the same might be required from time to time for different purposes including but not limited to any interface with the Facility Management and/or the Vfive Group. The Access Card shall always remain the property of the Vfive Group and is non-transferable.

b). If any person other than the Member is found in possession of the Access Card and using the same in order to access the Facility, then the Members/Traineeship of the Member to whom the Access Card was issued by the Vfive Group shall stand immediately terminated without any notice, and/or refund of any Members/Traineeship Dues to the Member and the Members/Traineeship Subscription payable for the balance minimum term by the Member shall stand payable and recoverable by the Vfive Group. The trespasser in possession of the Access Card shall be asked to leave the Facility premises after returning the Access Card to the Vfive Group and a payment of a Fine decided by Management.

c). In the event a Member has lost his Access card, then the Vfive Group will issue a new Access Card from the Facility provided the Members/Trainees submits documentary evidence of having filed a police complaint as regards such loss of Access Card.

15 DISPUTE RESOLUTION & JURISDICTION: Any disputes and differences arising in relation to, under or in connection with the Facility Rules, as specified from time to time, and including but not limited to these Terms and Conditions, including their interpretation shall be settled by Arbitration, in accordance with the provisions of The Arbitration & Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to a Sole Arbitrator appointed by the Vfive Group who shall conduct Arbitral Proceedings in Bengaluru. The language of Arbitral Proceedings shall be English/Kannada. The Vfive Group and the Member shall bear their own expenses for such arbitration including the sitting fee of the arbitrator. The validity, construction and the Members/Traineeship Terms & Conditions, as specified from time to time, shall be interpreted in accordance with the laws of India.

- 16 **OTHER TERMS:** a) Slot availability is based on first come first service only & is based on availability only
- b) One Time registration Charges of Rs 500 will be charged on all new registrations of Coaching or Members/Traineeships, this will include registration process , access and processing fee.
- c) Combo Packages may be availed, Buy one Sport package and get equivalent other sport package at discounted rate. At any point the Vfive group management may discontinue this package without prior notice.
- d) Only Yearly Members/Traineeship entries may get seasonal benefits like Shirts, bands, Trousers etc..
- e) Customised packages like addition of Sat/Sun hour slot to Members/Traineeship for little Extra price
- f) Each One hr Slot in the Pool is ideally 45-50 minutes inside the Pool Only
- g) All Rates are subjected to change without notice