

ŽIMANTRA
LEISURE CENTER

Name / Date: _____

TERMS AND CONDITIONS

All of the Terms and Conditions contained herein and any other Rules and Regulations and Schedules, which may be posted at the facilities or issued orally; apply equally to all the members, temporary members, class participants, guests and users alike. Aforementioned Terms and Conditions, Rules, Regulations and schedules may be amended from time to time, at the Management's sole discretion and an announcement would be put on the noticeboard(s) at the facility instructing of any such changes. All changes will be effective immediately.

DEFINITIONS: In these Terms & Conditions, "ZIMANTRA" means BSM Leisure (Private) Limited, a company incorporated under the companies act No 7 of 2007 bearing registration no. PV 86194 and/or the facilities at the Zimantra Leisure and Office Complex. "Member" means an Individual who obtains a membership for a specific period of time to use specific facilities or services. "Class Participant" means an individual who participates in any Group/Individual class or Personal Training Session. "Day Pass Holders" means an individual who obtains an entry pass for a maximum duration of 3 hours to use one or more specific facilities at Zimantra. "User" means a Member, Class participant, Day pass user or any person who is within any Zimantra facility including (but not limited to) the buildings, car parking facilities, etc. "Membership" means the contract between ZIMANTRA and the Member subject to these T&Cs or any updated Terms and Conditions which may be implemented without prior notice and any other Rules displayed at the venue, which begins when ZIMANTRA accepts the proposed Member's fully completed Application form which would be valid for the initial membership period and any future renewals or extensions. "Facility" constitutes of all the buildings, equipment, services, facilities such as the swimming pool, badminton courts, etc and car parking areas of Zimantra.

OPERATIONAL HOURS:

Monday to Saturday from 5.15am to 10 pm; Sunday, Poya & Public Holidays from 8am to 8pm. However, ZIMANTRA reserves the right to vary normal opening hours, temporarily/permanently remove access to certain equipment, or to temporarily/permanently close certain areas of any facility from time to time without notice for various purposes including (but not limited to) cleaning, decorating, repairs, refurbishments, emergencies, natural disasters, economic changes, special functions, holidays, Government regulations, holidays or unforeseeable situations.

HEALTH AND SAFETY:

- All ZIMANTRA users must inform the Staff of any relevant medical conditions that they may have before entry. If there are any medical conditions, the user must seek medical advice and must take full responsibility for any injury or health condition sustained whilst using any Facility. Moreover, ZIMANTRA staff are not medically trained and are therefore not qualified to assess whether the user is in an appropriate physical condition to use the facilities. In any case, ZIMANTRA advises all its users to take medical advice prior to using any of its facilities.

- All ZIMANTRA Users must warrant and represent upon their request to use any facility, and repeat such warranty upon each visit to the facility, that they are in good physical condition and know of no medical or other reason why they should not use any Facility; and that such usage would not be detrimental to their health, safety, comfort or physical condition. All users of Zimantra must assume full responsibility for his or her use of the facility and shall indemnify Zimantra, its owners, directors, affiliates, agents and employees against any and all liability arising out of use of the facilities.

GENERAL

- Only users with a valid membership, Temporary membership, day pass and/or class pass will be allowed to use the specific facility/facilities. Only guests with prior approval from the management or adults accompanying minors attending classes will be allowed to enter the facility. However, such guests/accompanying adults will not be allowed to use any facility.

- Before utilizing any facility, all users must pay the relevant fees and charges in advance directly to the reception and obtain a receipt for the payment which you may require to produce when requested by the management for verification purposes. Such fees/charges are non-refundable and non-transferable.

- All payments should be current to renew, extend or obtain any membership or service at Zimantra.

- All members must sign-in with biometric finger-scan and/or any other mean specified by the management on each visit. All other users must provide a valid membership card, class card or approval note/letter at each entry. Although, replacement cards are issued for misplaced membership cards at a cost; for lost Class Cards, no replacement cards will be issued and new packages must be purchased.

- Members, Day Pass Holders and/or Class participants may only use the facility/facilities that they are entitled for. Illegal usage of facilities may result in cancelation of the membership, day pass and/or class pass immediately without any refund or compensation for any unutilized durations or classes.

- Loss/damages caused due to an act of a user shall be recovered from such person immediately.

- Every user must always respect other users and staff members. Users must behave in an appropriate manner at all times. Any inappropriate behaviour may result in the user being asked to leave the facility immediately and membership being terminated without any compensation and complete ban from entering Zimantra for a specific time period or lifetime.

- In the interest of hygiene, all users must carry a towel at all times while in the gym to be used on the benches and to wipe down the sweat.

- Towels can be rented at a fee and must be returned on completion of the usage of the facility.

- Only Members may use Lockers and keys must be returned on completion of the usage of the facility.

- Sports clothing and appropriate footwear must be worn when using the gym, fitness studio, etc.

- Non-marking badminton shoes must be worn at the badminton courts. No exceptions.

- Swimming Pool users must wear appropriate swim wear at all times. T-shirts, shorts, undergarments, etc are not allowed. All females and males with long hair must wear swimming caps when using the pool.

- Children under Sixteen years (16) must be accompanied by a parent/guardian at all times.

- All payments for Personal Training (PT) and Group/Individual Classes including but not limited to Swimming, Zumba, Yoga, Dancing, MMA, Kickboxing, etc are final and non-refundable. Except for PT sessions, all the other Group/Individual Class sessions are valid for a specific calendar month only. No carry forwards for the unutilised classes/sessions are allowed. PT sessions are valid for a period of 90 days from the date of purchase.

- Only trainers and coaches employed or authorised by Zimantra are allowed to conduct PT and Group/Individual Class sessions at Zimantra. Use of unauthorised Trainers and/or coaches are strictly prohibited. Members/Users may not train other members/users for a payment or for free at any facility. NO EXTERNAL TRAINERS/COACHES ALLOWED.

- No Life Guards would be on duty at the swim pool. Anyone intending to use the Pool, must do so at their own risk. Users must inform the reception before entering the pool.

- No personal music or sound systems are permitted, unless used with headphones at any facility.

- Users are prohibited from bringing any food, chewing gum or beverages except water to any facility.

- Members are urged to refrain from bringing any valuables to the facility. Management will not be responsible for theft, loss or damage to any personal belongings or valuables at any Zimantra facility, including items left in lockers or elsewhere.

- Parking at Zimantra car park(s) would be at your own risk and the management will not be responsible for any damages or losses. Users are only allowed to park their vehicles while they are at Zimantra.

- CCTV surveillance cameras will be in operation at Zimantra. However, management may refuse to provide CCTV footages, except in the event of a mediation by the law and enforcement authorities.

- All Users must consent to having them been officially photographed/videographed whilst using the facilities, excluding changing rooms. ZIMANTRA reserves the right to use any such materials for press, marketing and promotional purposes.

UNPAID BALANCES: Users will not be permitted to use any Zimantra facility or service until all fees paid are current. Users are obligated to pay any collection and/or legal charges incurred by Zimantra for the collection of any unpaid fees or balances.

INDEPENDENT CONTRACTORS: From time to time Zimantra may introduce services of independent contractors to its users through rented spaces or by any other method. Zimantra does not warrant or guarantee the quality of these services or the qualifications of the service providers and do not guarantee that these services will remain available to users for any period of time, and hereby disclaim all liability arising out of such services.

WAIVER OF LIABILITY: Users must assume full responsibility for his or her use of any facility and release Zimantra from any and all claims, including those caused in whole or in part, by the negligence of Zimantra and shall indemnify Zimantra, the owners, directors, its affiliates, agents and employees against any and all liability arising out of use of the facilities.

MEMBERSHIPS: By applying to become a member you agree to adhere to the following clauses under Membership further to aforementioned "Terms and Conditions."

APPLICATION: Any applicant shall be accepted or denied membership at the sole discretion of the management of Zimantra.

MEMBERSHIP TYPES: ZIMANTRA offers a range of Membership packages for various facilities and durations with payment flexibility, so that Members have a choice. Zimantra reserves the right to change or discontinue current membership packages and/or add new packages without any prior notice. At the expiry of any membership, members may renew their membership by purchasing an available package at the prevailing rate.

PAID IN FULL MEMBERSHIPS: For these package types, full payment is required upfront, and the Membership will automatically expire at the end of the term.

MEMBERSHIP ON INSTALMENTS: Zimantra may offer these packages from time to time at its sole discretion. If such membership is offered, the management will inform the first instalment (down payment) amount, number of instalments and the value of each instalment at the time of purchase. The first instalment is due before the start of the membership and all the other instalment payments will be due every consecutive month thereafter, on or before the same day as the first instalment was paid. (Eg. if the membership was purchased on 12th Jan 2020, all the instalments would be due on or before the 12th day of each subsequent month). If the instalment is not paid on time, access to all facilities and services will be denied from such date and an additional late payment charge of Rs.100.00 will be charged for each delayed day with a maximum of such late payment charge equivalent to 50% of the total membership value. To use the facilities or services again, all unpaid dues must be settled in full. In any case, the membership expiry date will remain unchanged.

SWITCHING: A Member may apply to upgrade to a different Membership type within the first month of the membership. A Member cannot switch to a Membership type with a shorter duration or lower cost than their current contract. Any duration completed on a previous Membership type will be deducted from the new contract term. A member may only switch the membership once during a calendar year. A Member may only move onto a Membership type and rate available at the time of upgrading. These may vary from Membership types available at the Member's point of joining or renewal.

MEMBERSHIP VERIFICATION: Members must always sign in with the fingerprint on each visit to ZIMANTRA; If the finger print gets rejected, member may be asked for photo identification, and will be admitted at the absolute discretion of ZIMANTRA staff. A Member may not permit any other person to use the facility using his/her membership details; allowing such misuse may result in Membership being terminated without any refund.

INITIAL JOINING FEES & MEMBERSHIP DUES: Zimantra may charge an initial Joining Fee, which will be notified to you before you join. The Joining Fee is not refundable under any circumstances. Membership is payable in advance in full or in monthly instalments as per the Membership type. ZIMANTRA reserves the right to levy an administration fee, if it forwards the account to a 3rd party debt collection agency in the event of non-payment of fees when due. Any lapses in Membership, including non-payment of fees or failure to renew a Membership, may result in a new Joining Fee.

TRANSFERRING MEMBERSHIP: Membership may not be transferred in any instance.

FREEZING MEMBERSHIP: Membership may be put on temporary Time Hold for an additional fee of Rs1,500 a month. Members may only opt once for such Time hold per calendar year which could be for a minimum period of one (1) month to a maximum period of Six (6) months. Requests for temporary Time Hold must be done in person at the reception after paying the additional fees for all the frozen months. The additional fees are final and cannot be transferred or refunded. Freezing for reasons of illness, injury or pregnancy will be reviewed and leniency may be applied; valid medical documentation must be attached to the request for this to be considered. In any case, members are only allowed to freeze a membership from the requested date. Any Member who requests to freeze their Membership under the Terms and Conditions will not be able to access ZIMANTRA during the frozen period, either via their Membership or purchase of a Guest/Day Pass. A Member must apply to unfreeze their Membership if they wish to use any Facility during the frozen period. In such case, the remaining days of the membership will be added from the day it was unfrozen. In such case, no refunds or Transfers will be allowed for unutilized fees.

TERMINATION OF MEMBERSHIP BY ZIMANTRA: ZIMANTRA may terminate a Membership without notice and with immediate effect if: The Member breaches these Terms & Conditions or ZIMANTRA Rules, either repeatedly or because of one serious breach; Any due fees remain unpaid after any request for payment; ZIMANTRA is of the opinion (acting in its discretion) that the Member is not suitable for continued Membership; The Member puts the health, safety or well-being of staff or users or other Members or Guests at risk. All decisions made by ZIMANTRA under this clause are final and binding. ZIMANTRA is unlikely to accept a new application for Membership from someone whose Membership has been terminated in accordance with this clause.

GROUP/INDIVIDUAL LESSONS, CLASSES, WORKSHOPS AND PERSONAL TRAINING (PT): By agreeing to take part in any lesson, class, workshop and PT session provided by Zimantra you agree to adhere to the following clauses further to aforementioned "Terms and Conditions."

- Zimantra accepts no liability for any injury occurred due to taking part in any Lessons, classes, workshops or PT sessions.

- When purchasing a package for any Lesson, class, PT or Workshop you agree that you have no medical conditions that may affect your ability to train or participate. You should understand that there are inherent risks in participating in strenuous exercise classes/sessions. If your health conditions change, you must provide such details in writing. Your Trainer(s) or Coach(es) or Zimantra cannot be held liable in any way for any medical conditions, injury or death sustained or inherited during or after the participation at any lessons, class, workshop or PT session.

- All fees and charges are subject to periodic increases and Zimantra reserve the right to change the costs of the services at any point.

- All PTs, workshops and classes must be booked and paid for in advance to the reception and an official receipt should be obtained.

- All packages for classes will only be valid for the specific Calendar month and cannot be extended, carried forward under any circumstances unless otherwise stated.

- No refunds are issued for lessons/classes or packages of lessons, classes, PTs or workshops.

- Lesson/Class packages may not be upgraded by paying the balance amounts at any point after the purchase. Should the user require to attend more classes, a new package must be purchased.

- Classes cannot be carried over from one calendar month to another.

- Packages and sessions cannot be transferred to anyone else.

- Users may obtain any detail of the classes and their durations from the reception. PT sessions may last a duration between 1 hour and 1 hour 30 minutes.

- Participants are advised to arrive 5 minutes prior to the start of the session. Time lost due to late starts will not be made up at the end of the session.

- All PT sessions carry a 24-hour cancellation policy failing which, management reserves the right to charge the full amount for the session.

- Users are advised to check the booking/class times before arrival as schedules may change.

Aforementioned Terms and Conditions, Rules, Regulations and schedules may be amended from time to time, at the Management's sole discretion and such amendments will be notified on the noticeboard(s) at the facility. Any changes will be effective immediately.