

TERMS AND CONDITIONS FOR IMPACT SPORTS CLUB

INTRODUCTION

Please read this document carefully

This document outlines the terms, conditions and rules of membership for the IMPACT SPORTS CLUB which is operated by Impact Exhibition Management Co., Ltd. We trust that you agree to and are abide by the rules of membership. Make sure you are medically sound to undertake a normal course of exercise. And be aware that you use the club facilities at your sole risk and responsibility and are aware that exercise is physically demanding and participation in some activities may pose a risk to your health. Terms and conditions of use shown below. By using this club, you are deemed to have accepted these terms and conditions

Impact Sports Club reserves the right to change these terms and conditions at any time without prior notice. In any event that any changes are made, the revised terms and conditions shall be posted in the club. Please check the latest information to inform yourself of any changes

GENERAL

1. We reserve absolute discretion when approving and considering membership applications whether for new members, corporate or renewal and reserve the right to refuse any application without giving any reason
2. Complaints should be made to the Club General Manager at email info@impactsportsclub.com or through the customer Call Centre on 02-9807031 Ext.800 or 8001
3. Membership requires you to comply with all club rules, procedures and policies
4. Membership fees are due in advance for 1 and 3 month memberships. Payment by installment is only allowed for 6 and 12 month memberships – please see our staff for detail on payment procedures
5. You may not bring alcohol or drugs into our Club
6. You may not sell and/or market any product or service to other members while in our Club
7. You consent to us using your image for marketing and social networking
8. Please take note of the operating hours displayed. Opening and closing times may vary according to public holidays and special events.

YOUR HEALTH

1. Please ensure that you spend time to warm up before exercise and cool down after you routine. You stand the risk of damaging you muscles or straining your heart if you don't warm up.
2. If you experience acute pain, dizziness, sudden headache or chest pain, stop exercising immediately and inform a staff member.
3. Please inform us if there are any changes in your medical condition or any pre-existing medical conditions we should be aware of. We advise that you consult with a doctor before undertaking an exercise regime.

RECEPTION AND ACCESS

1. All members must present their membership card upon entry the club at every visit. The reception staff will record or scan your card. Card scanning is compulsory of security and insurance requirements please abide by this rules. For lost or misplaced cards and cards replacement fee of 250 baht is charged. All 'guest visitors' to Impact Sports Club are required to present photo identification upon every visit, pay the applicable fee (for rates please consult our staff) and complete a guest registration form before entering our facility.
2. No one else may use your membership card and memberships are non-transferable.
3. Unfortunately you or your dependents cannot enter our Club and memberships fees are not up to date or if we have terminated, suspended or frozen your membership.
4. Members are allowed to use a temporary card issued by Impact Sorts Club staff if fees have been paid and they have yet to receive their membership card.

CHILDREN'S ACCESS AGE RESTRICTIONS

8 years and under:

Children under the age of 8 years may not use any equipment in the Gym but use the badminton and tennis courts in age-appropriate programmes and classes being led by an Impact Sports Club recognized professional

8 – 13 years:

1. May use all cardiovascular equipment except treadmills. This cardiovascular equipment may only be used outside of peak times and preference must always be given to adult members.
2. May participate in age-appropriate programmes and classes on the gym floor, if being led by an Impact Sports Club recognized fitness professional.
3. May not participate in any Group Exercise classes.
4. May not use the sauna or stream room.

Between 14 and 15 years:

1. May use all cardiovascular equipment.
2. May use all the strength equipment on the gym floor but only under the supervision of the parent/legal guardian or if participating in a programme supervised by an Impact Sports Club recognized fitness professional.

16 years and above

1. Have access to all equipment and facilities within the Club.

BEHAVIOR IN OUR CLUB

1. You may not enter the club or use the facilities whilst under the influence of alcohol, illegal drugs or performance-enhancing drugs.
2. You must not use foul, loud, or abusive language, and you must not physically or sexually abuse, or harass other members, guests, visitors, or members of staff.
3. You will have to pay for any damage caused by you, your dependents and your guests while in the Club.
4. Suitable and appropriate exercise clothing must be worn at all times while exercising in the Club.

PARKING

1. Parking is only for members and guests while using Club facilities.
2. Please park in designated parking bays where applicable. If your car is not parked properly, it may be clamped and fee charged for its release.
3. We do not accept responsibility for any loss, theft and /or damage to vehicles and/or valuables left in vehicles or any other mode of transport of members or their guests whilst on Club premises or in any parking area designated for use by members or their guests.

USE OF LOCKERS AND PERSONAL BELONGINGS

1. Lockers are provided in the change rooms to store your gear while you train. We do not undertake that the use of locker guarantee that theft or damage to your property will not occur. Please look after your personal items, Impact Sports Club employees, or contractors, are not responsible for any loss of personal property. Lockers provided are not security devices please keep all valuables with you while using the club.
2. We do not accept responsibility for any loss or theft of money or loss damage to personal property of members or their guests whether locked or otherwise.
3. Do not leave your belongings removed or left unattended purpose and follow the instructions provided. Do ask for help from our staff member.
4. Management reserves the right to open a locker, if we have reasonable grounds for thinking that a locker is being used for storage of something else, we may open the locker and remove any times.

5. Any belongings left in a locker or overnight, will be available at lost property at the Club front counter for 14 days. If you do not collect it within, we will donate it to charity.
6. Any belongings removed or left unattended will be available at lost property at the Club front counter for 14 days. If you do not collect it within this times, we will donate it to charity.
7. Damage to, or the loss of locker keys will incur a 500 baht charge.

USE OF EQUIPMENT

1. Please use the equipment for its intended purpose and follow the instructions provided. Do ask for help from our staff if you need it.
2. Please inspect equipment before use and do not use the equipment if it appears damaged and/ or inoperable or any component appears to be missing, worn and/or damaged.
3. Please report damaged equipment to a staff member.

USE OF STUDIOS

1. Some classes may need to be pre-booked or may have maximum head-courts. Class timetables and instructors may change from time without notice. Please check the Club notice boards or website for all the latest details.
2. Please arrive a few minutes early for a class as you may not be allowed to join in if you are more than 5 minutes late.
3. Please ensure that you have warmed up.
4. It is at the discretion of the instructor to let you partake in a class or not.
5. Once a class is in progress, no, members are allowed to enter a class. You agree to abide by the rules of participation in group exercises classes of Impact Sports Club – for a copy of these rules please ask a staff member.

PERSONAL TRAINING

1. If you're interested in getting a Personal Trainer, you will find all the details of our authorized trainers on the Notice Board or you can ask our staff and we will gladly arrange you with someone.
2. Only authorized Impact Sports Club Personal Trainers are permitted to provide personal training or not. If we find someone providing unauthorized Personal Training, our Club Manager will investigate and you and the trainer may be expelled or suspended.
3. If a Personal Trainer leaves Impact Sports Club for whatever reason his/her members will be re-allocated to another Personal Trainer in the Club, no refund will be given.

SAUNA AND STEAM ROOM

1. Children under the age of 14 years may not use the sauna or steam room.
2. If you are elderly or pregnant or suffer from heart disease, high or low blood pressure or any other serious medical condition you are advised not to use the sauna or steam room.
3. **Please:**
 - Shower before entering the sauna, steam room;
 - Sit on a towel when using the sauna or steam room;
 - Observe a reasonable time limit. Ten minutes or until perspiration begins is recommended-after which you should shower and cool down, and if you wish, return for another brief stay;
 - Never use oils, creams or cosmetic products in the sauna or steam room;
 - Never shave or exfoliate;
 - Never dry clothing or towels in the sauna;
 - Always wear a costume or cover your body with a towel when using the steam room or sauna;
 - Don't touch the sauna hot rock unit.

TENNIS COURT

1. The Impact Tennis Academy under the direction of the tennis director may pre-book courts for matches, lessons, clinics, tournament and other planned events. Every effort will be made not to disturb guests' demand and will be shown on the booking sheet well in advance
2. Tennis Coaching may be conducted by tennis director and approved coaches or approved guest coaches only.
 - Members may not bring(without prior approval of tennis director) another tennis coach on to the courts (even as a guest)
 - Where such guest coach is approved on a short term basis all lesson fees must be paid through the academy and the coach will be subject to giving the same percentage to the club as other coaches
 - Members may not conduct coaching for any other members aside from members of their own family
 - Coaching is described as non-family members giving instruction to or hitting with another member for money
 - Hitting sessions are available with our coaches or approved hitters (knockers) at the advertised rate.
3. Lessons are booked subject to coach's availability and all lessons require 24 hour advance booking and notice.
4. Members may cancel lessons without charge by giving 24 hours prior notice. Failing which, lessons will be deemed as no-show and charged in full.

5. In the events of bad weather, members are advised to call the coach/club (Sports Centre Tel.) in advance to find out if the lesson is still on and indoor court available, Should the lesson be interrupted during the first 20 minutes, there will be no charge. Any interruption up to 30 minutes half an hour will be charged. Any interruptions after 30 minutes the session will be deemed as fully conducted and billed to member. This policy also applies to court booking fees.
6. No classes will be conducted on Club closure days unless otherwise arranged by mutual agreement with coaching staff and approval of Tennis Director
7. Members have to collect the lesson from and pay for the lesson at the office before the lesson takes place. Money is not be paid to the coaches(except tennis director)
8. Member's guests and Non members can pay by cheque or cash to the office.
9. Semi-private lessons refer to 2 people sharing a lesson. Lesson of 3 more will be subject to the group coaching rate.
10. All lesson prices are inclusive of court fee. Members are to provide their own rackets, clothing and shoes.
11. Tennis court bookings are available to all members on a first come first serve basis. Booking can be made from 7 am on the day before you would like to play.
12. Payment for tennis courts must be made at the office before you play.
13. Cancellations must be made 2 hours before your scheduled time or you will be charged for the full amount of your booking and not allowed to play again until the fine has been paid.

SAFETY

1. Please do not tamper with fire doors or any safety devices.
2. Please follow the health and safety notices displayed throughout the Club.
3. Please take note of the emergency procedures. If there is an emergency, please follow the staff's instructions at all times.
4. Please do not run in the Club. Be aware of the different floor surfaces that you move across as you walk through the Club. As ongoing cleaning and maintenance will be taking place, related tools and equipment may be hazardous, and some floor surfaces may be wet and therefore slippery. Proceed with caution in these areas.
5. Please report all injuries/incidents and or/ any hazards to a staff member.

CANCELLING MEMBERSHIP

Memberships can be cancelled under the following condition.

Permanent Sickness or Physical Incapacity:

1. Impact Sports Club requires a written request for termination adverting the nature of the illness or physical incapacity, outlining specifically how this prevents you from utilizing any of the service or facilities that Impact Sports Club is able to provide.
2. Impact Sports Club requires a medical certificate stating that you cannot utilize any fitness service or facilities because of your permanent illness PR physical incapacity.
3. 50% of the remaining membership fee will be refunded on a pro-rate basis if these terms have been met

TERMINATION BY IMPACT SPORTS CLUB

1. Impact Sports Club reserves the right to terminate this membership agreement without refund in accordance with the following conditions:
 - a. Failure to abide by any of the criteria listed in these Terms and Conditions after sufficient warning
 - b. Action upon a complaint by either a club member or an employee (or contractor) of Impact Sports Club.
 - c. Bringing the name of the club into disrepute.

PAYMENT BY DIRECT DEBIT

Payment by installment is available through Kasikorn Bank for 6 and 12 month memberships only. Please see our staff for detail.

INCREASE IN FEES

Impact Sports Club may at any time increase the membership fees. All increase in membership fees will be announced and displayed in the club and all members will be given 14 days advance notice.

SUSPENSION / DROPPING

Suspensions are available once for a minimum period of 2 weeks and a maximum of 4 weeks and can only be requested by 6 month or 12 month memberships. A suspension form must be completed in person at the club at least 10 days before the period requested and cannot be back dated. A fee of 250 baht applies to suspend your membership and is payable in advance. Membership suspension fees do not contribute to the total membership fee.

Finally, we would really like all members to fully enjoy

And utilize all parts of the club.

Your better health starts with us!