

RULES & REGULATIONS

- and recreation facilities and may at any time by notification on the Club's Notice Board open, close, or reserve for tournaments, maintenance or other Club's functions or events.
- iii. Smoking/ vaping, food and beverages are not permitted on the courts and playing areas.
 - iv. Only approved type of equipment shall be used. Racquets with sharp edges and which are not protected with rubber or plastic insulators shall not be permitted.
 - v. Smooth-soled shoes with non-marking soles shall be worn. Shoes with studs or spikes or black soles such as jogging shoes shall not be permitted within the courts.
 - vi. All the racquets games shall be played in accordance with the Rules & Regulations of their respective national association governing the playing of such racquet games.

F. SWIMMING POOL/JACUZZI/WADING POOL

1. Members and their guest(s) must produce their Identification Card for verification and registration at the registration counter before utilizing the facilities.
2. All members and guest(s) shall wear proper swimming attire and must shower before entering the pools.
3. Any person who is afflicted from any infectious or contagious disease is strictly prohibited from using the swimming pool.
4. Any person who is unclean or under the influence of alcohol, or tranquilizing or sleep-inducing drugs is prohibited from using the swimming pools.
5. Running, chasing, pushing, horse playing, blind-plunging, 'ducking' and rough play within the vicinity of the pool area is strictly prohibited for safety precautions.
6. Nothing whatsoever is to be taken or thrown into the pools except such articles as may be permitted or approved by the Company.
7. Inflatable rings and other floating appliances, toys, balls, face masks and flippers are NOT permitted. However, during training classes, kick boards may be used in the area reserved for such training under supervision of the coach, parents or a person authorized by the Company.
8. Notwithstanding the above:

- a) Plastic goggles are permitted for swimming.
 - b) Floatation devices may be used in the pool provided the Company has specifically approved such devices.
9. Members are NOT permitted to:
 - a) Bring or consume food or refreshments in or near the edge of the pools except at the designated areas.
 - b) Bring to the pools or play thereon any musical instrument or use any portable radio or audio player without prior approval of the Company.
 - c) Wear any footwear around the pool's deck areas.
 - d) Spit or any such unhygienic acts in or around the pools' deck areas.
 10. Patrons in swimming attire shall not enter or make use of the Multipurpose Hall, Gymnasium, Karaoke Room, Badminton, squash and table tennis court.
 11. Members are advised in their own safety interests to leave the pools during rain, thunderstorms or emergency situations and shall do so immediately when directed by the Pool Supervisor or Attendants or any other authorized person.
 12. Children under twelve (12) years old must be accompanied by a member who shall maintain strict supervision and control over the children.
 13. A member shall be fully responsible for the conduct of his/her child(ren) and his guest(s) shall be liable to the Club in respect of any inquiry or damage caused by the child(ren) or guest(s) and shall keep the Company indemnified in respect of any action claim or demand arising by reason of the child's or guest(s)' act of default or negligence / reckless behaviour.
 14. All children under twelve (12) years old wishing to swim inside the Olympic-sized Pool may do so when accompanied by an adult Member.
 15. The use of the Wading Poll shall be confined to children below twelve (12) years old who shall be supervised by an adult Member.

G. SAUNA

1. Children aged twelve (12) and under are not permitted in the sauna.
2. Allow yourself at least five (5) minutes after exercising to cool down before entering the sauna.
3. Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure, circulatory or respiratory problems, seizures or

- epilepsy should not enter the sauna without prior medical consultation.
4. Do not use the sauna while under the influence of any type of alcohol, drugs, anticoagulants, antihistamines, vasoconstrictor, vasodilators, stimulants, hypnotics, narcotics or tranquilizers.
 5. Clean swim attire must be worn and participants are required to bring a towel to sit on when using the sauna.
 6. Remove all metal jewellery prior to entering the sauna.
 7. Prolonged use of sauna not recommended due to fatiguing effects. Limit yourself to a maximum of fifteen (15) minutes.
 8. Do not smoke, exercise, eat or drink beverages in the sauna room.
 9. Leave the sauna immediately if you experience any nausea, dizziness, hot flashes, cold chills, headaches or other discomfort.
 10. Drink plenty of fluids before and after leaving the sauna.
 11. Do not use the sauna to dry clothes, swimsuits or towels or place materials near the heater.
 12. Newspapers, magazines, or other reading materials are prohibited.

H. GYMNASIUM

1. Members must produce their Identification Card for verification and registration counter before utilizing the gymnasium.
2. Strictly for members and Members will be notified on the usage of air-condition via notice board.
3. Children below twelve (12) years of age are not allowed to use the Gymnasium, without supervision.
4. No reservations are required for use of the facilities.
5. The gymnasium may be closed to Members during certain hours for organized physical Fitness/ Health on Fitness Program and only Members who participate in such program will be allowed use of the gymnasium during such hours.
6. Members wishing to participate in any physical fitness or health programs or fitness lessons may arrange with the Club's staff at the Reception Counter.
7. For safety and hygiene reasons, all patrons using the gymnasium are required to wear any of the following

sports apparel:

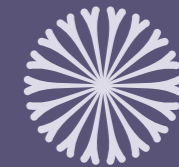
- i. Full track suit/track suit trousers and t-shirts; Shorts and t-shirt/single;
- ii. Leotards;
- iii. Footwear is confined to rubber-soled sports shoes only. Footwear must be worn when using the gymnasium.
- iv. In addition, each person must bring own towel to absorb sweat and wipe the equipment after use.
- v. The gymnasium must be kept dry at all times. Please do not enter the gymnasium while wearing wet clothing.
- vi. Anyone using the gymnasium does so at his/her own risk. Members are advised and recommended to consult their physician before enrolling in a fitness training program or participating in any strenuous exercise.
- vii. Food and beverages are not allowed in the gymnasium (except for sports drinks or water in a closed container).
- viii. Members are advised to alert the Company immediately should any equipment in the gymnasium is not functioning properly or there is any danger posed by any equipment.
- ix. Please return equipment (weight, benches) to their respective places after usage. No equipment is to be removed from gymnasium. Users of the gymnasium are advised to read all instructions and charts relating to use of each equipment.
- x. The Company shall not be liable for any loss or damage to any articles brought into the gymnasium by any user.
- xi. The company is entitled to close the gymnasium facility as deemed necessary for competitions, matches, or any other purpose. Prior notice will be given to announce the closure date.

I. CHILDREN'S ROOM

1. Children utilizing the playroom do so at their own risk. Parents or guardians are fully responsible for the conduct and safety of their children. As the Children's playroom is not supervised, the Company advises and recommends that parents do accompany their children when utilizing the facility.
2. No one is allowed to sleep or nap in the Children's room.

3. Members and their guests are to refrain from asking any employee of the Club to feed, accompany or supervise a child as doing so may hinder them in doing their regular duties.
4. Sick or problem children must be attended to by parents and if necessary, be taken out of the Children's Room for the well being of the others.
5. Parents are at all times responsible for the replacement of any item damaged by their children. Collective destruction of the Club property by children may be apportioned to several parents, at the discretion of the Company.

- WELCOME -



THE CLUB

@ RIMBAYU

Operate by:

The Red Maven Sdn. Bhd. (202001033300)(1389621-P)



THE CLUB

@ RIMBAYU

TERMS & CONDITIONS
RULES & REGULATIONS

TERMS & CONDITIONS

1. DEFINITIONS:

“**Company**” shall mean the Operator of The Club as appointed by the Proprietor from time to time and shall refer to the Proprietor if no operator is appointed by the Proprietor at any material time.

“**Club**” shall mean and include all the facilities and amenities operated by the Company.

“**Proprietor**” shall mean and refer to Bandar Rimbayu Sdn Bhd (Company No. 568093-K).

“**Club Staff**” shall mean and include the Company, and its Directors, employees, fitness professionals, swimming instructors and consultants.

“**Guest Pass**” shall mean and include the pass and band issued to a member for access of their guest to the Club.

“**Member**” shall mean an individual who has enrolled at the Club and has registered his/her IC number for accessing and using the facilities provided at the Club.

“**Term Membership Application Form (TMAF) and Membership Terms & Conditions**” shall mean and refer to as the Club rules, as specified from time to time and including but not limited to these Terms & Conditions stated herein, all of which constitute a binding agreement between Member and the Company.

“**Modes of Payment**” shall mean and include the different ways by which a member chooses to make payment for the term membership fees and other services to the Company. “**Term Membership Subscription Fees**” shall mean the non-refundable deposited by a member at the time of submission of duly filled TMAF for obtaining term membership of the Club.

“**Term Membership Subscription**” shall mean the 360 days term membership fee payable by a member.

2. LIMITATION OF LIABILITY

In consideration of being allowed to access the Club and participate in any activities provided by the Club, the member hereby undertakes and declares that the

Company and Proprietor are absolved to the fullest extent of all or any liabilities arising from any injury or damage caused (whether fatal or otherwise) to him/her or any loss, damage or theft of any property belonging to or brought into the Club premises by a member of any guest occurring within the Club howsoever caused and that the Company/ Club's contractual and legal rights and remedies are independent and cumulative.

3. MEMBERSHIP ENTITLEMENT

The Company is not obliged to accept the TMAF of every applicant and shall have the right to reject and refund the money paid whether at the time of membership application or subsequent to that. Subject to the Company's approval, the membership entitlement begins immediately from the date mentioned and detailed in the TMAF and the acceptance of the Club Rules by the member, as specified from time to time by the Company. A member is allowed to access and use the facilities and services of the Club only during the specified operating hours.

4. SUBSCRIPTION FEES

The subscription fees may vary depending on the type of subscription and/or on the time of purchase and all subscription fees are subject to a review from time to time by the Company.

The subscription is non-transferable and all fees and/or payments paid therefore shall non-refundable.

Private/ personal classes and coaching provided in the club, for example Personal Training, Studio Classes, Swimming Lesson(s), Badminton Lesson (s), Badminton Courts and karaoke rooms are not included in the subscription fees. Members will be required to pay additional fees if he/she wished to enrol in such classes or to utilize the above mentioned facilities.

The Company reserves the right to introduce and vary the prices and categories/ types of membership and facilities rates from time to time. All fees quoted by the Company are subject to change(s) at any given time and from time to time as the Company shall think appropriate.

5. TERMINATION

In the event of termination of membership for any reason whatsoever, any fees paid in advance shall not be refundable by the Company.

The Company may terminate the term membership of any members: -

- a. Without notice and with immediate effect if the member's conduct (whether or not such conduct is the subject of a complaint by another member) is such that in the reasonable opinion of the Company, is harmful to the character and or/ interest of the Club and/or its members, guests and/or servants.
- b. Without notice and with immediate effect if the member shall have committed any breach of the term and conditions of the Club that are in force from time to time;
- c. If the member is found to have violated the privacy of any other member with the shower area and the changing rooms or are caught in lewd or compromising actions;
- d. Upon such event(s) or instances as the Company shall absolutely deem fit.
- e. Once a member ceases to be a member (whether his term membership is terminated by himself or by the Company), all his membership privileges shall be forfeited with immediate effect without any claims for any refund of any fees.

6. SECURITY

To protect the interest of its business and for the safety and consideration of other members, the Company reserves the right to suspend and/or terminate the membership of any member and to deny him access to the Club's premises in the event he is found to have behaved improperly including but not limited to acts of physical abuse, threats of violence against another member of the management and staff of the Club.

Unauthorized sale or conduct of services such as Personal Training, unauthorized sale of good of soliciting for business (including sales and supply of supplements and fitness gear), lewd or inappropriate behaviour found to be in breach of the terms and conditions contained herein or

any posted membership Terms & Conditions from time to time posted around the Club. No refund in respect of any fees paid will be made if your membership is terminated based on the above.

Cameras or other photo/video recording devices including but not limited to mobile phones or tablets with such devices are prohibited to be used for picture-taking or recording within the Club's premises, especially in the locker or changing room.

The Company shall not bear any responsibility for loss/ damage/stolen items or harm/hurt to persons within its premises for any reason whatsoever. Members are encouraged not to bring any valuables to the Club.

Mobile phones or tables with camera features/accessories and/or any other types of camera or visual recorder used for visual recording in locker or changing rooms are strictly prohibited. Members breaching this rule will be handed over to the Authorities to be dealt with accordingly.

7. COVENANTS BY MEMBER

- a. Not to engage in any kind of gambling in the premises of the clubhouse (“the Premises”);
- b. Not to smoke in the Premises;
- c. Not to be in a state of inebriation while in the Premises;
- d. Not to be present at the Premises while under drug influence, consume drugs and/or alcoholic beverages of any kind in the Premises and/or be in possession of drugs of any kind in the Premises;
- e. Not to be in possession of any weapons of any kind in the Premises;
- f. Not to commit any harassment, sexual or otherwise, against any other person in the Premises;
- g. To wear proper and decent attire while in the Premises;
- h. To use the Facilities with utmost care;
- i. Not to engage in any illegal activity or commit any crime in the Premises;
- j. To leave the Premises immediately and quietly when requested to do so by the Club's employee(s) or officer(s) in the event the member shall be found to conduct or behave disorderly or have breached any of the Terms & Conditions herein;

- k. Not to bring into the Premises any camera or recording device of any kind or use any surveillance, photographic, camera, camera phone, video, digital audio or other recording (audio or visual) or similar devices in the Premises;
- l. Not to create any nuisance, disturbance or harass or threaten any other person in the Premises;
- m. Not to commit acts of moral turpitude or fraud in the Premises; and
- n. Not to use the Facilities with any medical conditions including infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health of safety of other licensees and will use the Facilities in accordance with all applicable public health requirements.

8. CORRESPONDENCE

The Company may (but shall not be howsoever obliged to) deliver notices to the members at the address, e-mail address or direct contact number specified in the “Personal Details” section (as attached to this Agreement), or such other address as the member may have notified in writing to the Club from time to time. Any such notice, if sent by e-mail shall be deemed to have been duly given upon transmission, and if sent by mail with proper postage prepaid, shall be deemed to have been duly delivered three days after posting.

9. MISCELLANEOUS

- a. The Company has the absolute discretion to impose add, adopt, delete, vary, amend or replace the Terms & Conditions including the monetary fees from time to time if they deem necessary.
- b. The Member shall bring the existence and contents of the Terms & Conditions to the notice of the Persons authorized to enter the clubhouse including the guest(s) of member shall be responsible to ensure compliance and observance of the Terms & Conditions by the Persons authorized;
- c. The Proprietor has the absolute discretion to convert the clubhouse to other uses and/or to permit who shall utilize the Premises to third parties who shall utilize the Premises as they deem fit;
- d. The Proprietor has the absolute discretion to appoint a new operator or manage the Club at their own as

they deem fit. All the Terms & Conditions and Rules & Regulations hereof shall continue to be RULES & REGULATIONS binding on the Members with the new operator and/or the Proprietor, whichever applicable; and

- e. The decision of the Company upon any matters arising out the Terms & Conditions shall be deemed final and binding on the Members.

10. PERSONAL CONDITION OF MEMBER

- a. Each member warrants and represents that he/she is in a good physical condition and that he/she is capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/ her health, comfort or physical conditions;
- b. A member shall not use any facilities whilst suffering from any infections or contagious illness, diseases, or other ailments such as open cuts, abrasions, open sores or minor infections, where there is risk that such use may be detrimental to the health safety, comfort, or physical condition of other member(s) and/or their guests;
- c. Members and their guest shall exercise and use the facilities at their own risk and are advised to consult their physician prior to commencing any type of physical exercise.

RULES & REGULATIONS

A. GENERAL

1. All members and their guest(s) are kindly requested to produce their Identification Card at Reception Counter before utilizing any facilities of the Club.
2. Members and their guest(s) are required to bring own towels.
3. Lockers will be available at the men's and ladies' changing room for use during the operating hours of the recreation facilities on a first-come-first-served basis.
4. This is a non-smoking premise.
5. No Member or his/her guest(s) shall bring any pets into the Club's premises.
6. No food and beverages other than those served by the Club and approved by the Company may be brought into any part of the Club's premises.
7. No members shall display any unauthorized private posters, notices, buntings, banners etc. in any part of the Club's premises without the prior permission of the Company.
8. Members and/or their guest(s) are not allowed to enter the service rooms, kitchen, employees' quarters, filtration plant, pump room or any such areas under pretext.

B. OPERATION HOURS

1. The Club shall opened daily at such hours as may be determined by the Company.
2. The Club may at any time to time by notice whether generally or for a particular occasion alter or vary the operating hours.
Front Desk: **8am to 12am**
Squash, Table Tennis, Gymnasium & Karaoke: **8am to 10pm**
Swimming Pool, Jacuzzi, Wading Pool & Sauna: **8am to 9pm**
Badminton: **8am to 12am**
3. Notwithstanding the operation hours stated herein, the Company reserves the right to close the Club during such days as the Company may decide in its absolute discretion.

C. CHILDREN

1. Children under the age of twelve (12) years old

shall not be permitted in any area of the Club unless accompanied by parent or under authorized supervision at all material times.

2. Persons under the age of twelve (12) are not allowed in the following area:-
 - a. Gymnasium
 - b. Sauna
3. Parents shall at all times be responsible for the conduct and safety of their children in the Club.
4. Boys over seven (7) years old shall not be allowed in the ladies' changing room and girls of any age shall not be permitted in the men's changing room.

D. GUEST(S)

1. No walk-ins will be entertained to use any of the Club's facilities, All guest(s) must be accompanied by a Member.
2. Generally, any restriction applicable to the Member shall be apply to the guest(s) too.
3. Members' guest(s) shall be charged as at such fees as may be determined by the Club.

E. RACQUET GAMES

1. BOOKING PROCEDURES
 - i. Bookings with payment will be accepted on a first-come-first-served basis for selected facilities.
 - ii. Advance booking with payment not exceeding two (2) months from the booking dates is allowed.
 - iii. All bookings must be accompanied with payment. No cancellation and refund shall be entertained once payment has been made.
 - iv. Bookings are for maximum of two (2) continuous hours for courts. Extension of time is permitted provided that there are no Members waiting to use the courts.
 - v. When the specific facilities are occupied, a waiting list shall maintain to determine the order of play and allocation shall be on first-come-first-serves basis.

2. GENERAL

- i. Members must produce their Identification Card for verification and registration at the Reception Counter before utilizing any courts.
- ii. The Management shall have full power and control over the access and availability of the sports