

1. Terms & Conditions

The following terms & conditions govern the rights and obligation of Martial Fitness Academy Sdn Bhd ("MFA") and members thereof.

2. Membership

- (a) Membership is personal to the member and is non-assignable, non-transferable and non-refundable.
- (b) Monthly class fees is payable before and/or on 7th of every month. All fees paid for in advance are non-transferable and non-refundable for any reason whatsoever.
- (c) The Management reserves the right to introduce and vary the prices and categories of membership from time to time. All fees are subject to change at any given time.

3. Physical Condition of Member

- (a) The member warrants and represents that he/she knows of no medical or other reason why he/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.
- (b) The member shall not use any MFA 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 risk that such use may detrimental to the health safety, comfort or physical condition of the other member.
- (c) Members and their guests exercise, training and use the facilities at their own risk and advised to consult their physician prior to commencing any type of physical exercise.

4. Limitation of Liability

In consideration for the Management accepting his/her application for membership of MFA and for him/her becoming and remaining a member of MFA, the member agrees that:-

- (a) MFA accepts no responsibility for loss or damage to members' or their guests' property or for death or injuries sustained while on the premises. Members and their guests agree that no claims will be made against MFA Management or staff for any reasons whatsoever.
- (b) Neither MFA, its associated companies, employees or agents shall be responsible for any claims, demands, injuries, damages or action 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 on the premises of MFA. The member hereby holds the Company, MFA, 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 aforesaid.
- (c) A temporary visitor to MFA shall agree to abide with the club rules and the same limitation of liabilities for a member shall apply.

5. Expulsion of Member

The Management may terminate the membership of any member

- (b) without notice and with immediate effect if a member's conduct, whether or not such conduct is the subject of complaint by another member of members, is such that in the reasonable opinion of the Management, it is harmful to the character and/or interests of MFA.
- (c) without notice and with immediate effect if the member shall have committed any breach of these rules or of the Rules & Regulations of MFA as are from time to time in force.
- (d) if any monthly class fees or service charges remain unpaid after the due date for payment.
- (e) upon notice in writing if the Company is of the opinion that the member is not a suitable individual for continued membership of MFA, the Management reserves the right to terminate the member without giving any reason whatsoever.

- (a) a member whose membership id terminated by the Management shall forfeit all the privileges of membership with immediate effect without claim of any refund of his/her Monthly class dues, other than any monthly class dues paid in advance. On termination of his/her membership the member shall return forthwith any other evidence or property of membership provided to that member by MFA and shall settle any outstanding debts.

6. Health and Safety

- (a) MFA Instructors are authorized to stop anyone from exercising if he/she is considered exercising in a manner that may result in personal injury or/and injury to others. Users must abide by the instructions of the MFA Instructor.
- (b) Smoking Is not permitted in any part of the premises.
- (c) Members or guests may not use the facilities of MFA while under the influence of alcohol, narcotics or other mood altering substances.

7. Operation Hours

MFA's operation hours are indicated at the entrance and notice board. The Management reserves the right to adjust the hours for purposes of cleaning, decorating, repairs, special private functions and holidays. The Management shall endeavour to give reasonable notice of any change in operation hours.

8. Dress Code

All members and guests are required to wear proper uniform/gym attire when exercising and training.

9. MFA Facilities

- (a) The Management accepts no responsibility for loss or damage to member's content kept in daily/private lockers for any for any reason whatsoever.
- (b) The use of mobile phones with camera features and/or any other types of visual recorders in changing rooms are strictly prohibited. Members breaching this rule will be handed over to the Authorities to be dealt with accordingly.
- (c) The member shall take good care of all the equipment of MFA and return the equipment to its origin place after using it. Should the equipment be lost or damaged upon return, a penalty fees will be imposed.

10. Trainer/Instructor

MFA reserves the right to provide a substitute certified trainer/instructor in the event the original trainer/instructor is unavailable.

11. Other

- (a) Daily lockers must be cleared daily. Unclaimed properties will be kept in MFA for a period of 1 month after which the Management reserves the right to dispose of the items in any way it sees fit. No claims shall be entertained after this period.
- (b) A locker key remains the property of the Company and must return upon finished using. In the event of loss, a penalty fee shall be charged.
- (c) Soliciting and selling private personal training sessions or merchandises to any member are prohibited and shall result in immediate termination of the member concerned.
- (d) The Management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.
- (e) All members must abide by the rules of MFA which may be amended, varied, deleted and added from time to time at Management's discretion. Members will be advised of any changes through notification on the MFA Notice Board.
- (f) These Rules shall be governed and construed in accordance with the laws of Malaysia.