



Membership Application

With any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through this document carefully to avoid any confusion. It is important that the terms of the Contract between you and The Bali Eden are clear. For this reason, if there is any conflict between what is set out in this document and anything communicated at The Bali Eden, by our staff or over the telephone, the terms in this document will prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 days after formation of a Contract to rectify any miscalculation reflected within the Contract. And You, as the member, have a 7 day comfort guarantee whereby you may cancel the Contract on written notice. Please refer to clause 12 (Comfort Guarantee).

Our Terms & Conditions are broken up into the following sections

Part A – sets out the process for becoming a member and the formation of a Contract, and the terms and conditions of your membership.

Part B – sets out the key rules at The Bali Eden. Please also refer to other signage and handouts.

Part C – sets out the direct debit arrangements regarding payment of your membership and their fees. It forms part of your Contract.

Part D – sets out the Privacy Statement and Acknowledgement.

- You should read this document carefully before you agree to become a member of The Bali Eden and keep it in a safe place to refer to from time to time.
- If, after agreeing to become a member of The Bali Eden, you decide you do not wish to proceed, please refer to clause 12 (Comfort Guarantee).
- If you do not understand something in this document, please ask the staff who helped get you started at The Bali Eden. They will be happy to assist you.
- Please be advised that these Membership Terms and Conditions and Rules may change from time to time. We will make an effort to contact you in advance as defined in clause 23 (Change of Rules/Operations).
- Please note, the most up to date Terms and Conditions Booklet and Rules will always prevail and will be available on our website.



DEFINITIONS

In these Membership Terms and Conditions, the following definitions apply:

The Bali Eden Company, we, us, our means PT. Rush Samadhi Circle

You, your means the member of The Bali Eden

The Wellness Center means the Bali Eden Facilities where you applied for membership or of which you are a current member (as applicable).

Contract, Agreement, Application means the application and contract between The Bali Eden and you under which you will become a member of The Bali Eden wellness center.

Minimum Term means the term specified in the Contract.

Rules means the rules regulating the operation of equipment, opening hours, behavior in The Bali Eden specified in signage and handouts.

Part A

MEMBERSHIPS TERMS

Memberships

Please note that The Bali Eden projects a minimum term of 3 months payments - this is a system setting.

- Our membership offerings are set for a minimum of 3 months payments only.
- This date will be recorded in your account and any cancellations will be calculated from this date.
- Once the minimum term of 3 months is complete, the membership is then rolled over to a month-to-month contract where the Member can cancel at any time with 30 days written notice.

Founding Memberships

Founding memberships are gifted at a guaranteed lock in price for 2 years (12 months).

- This means you will not incur a price increase for that period.
- The memberships are still subjected to a minimum term of 3 months and after, will be rolled over to a month-to-month contract.
- The Member can cancel at any time after the minimum term is complete with 30 days written notice to cancel.
- Once a Founding Member has canceled, they will not be eligible for reinstatement on founding price unless a promotion is active.
- Once the Founding membership expires, the Member will be upgraded to the current pricing of the membership on a month-to-month basis.
- The Member will still be required to give a minimum of 30 days written notice to cancel



1. CONTRACT FORMATION

A contract arises between us once the Contract has been signed and we accept the Contract. This Contract will be governed by the laws of Indonesia.

2. ACCEPTANCE BY THE BALI EDEN OF THIS CONTRACT

It is important that the terms of the Contract between you and The Bali Eden are clear and for this reason, if there is any conflict between what is set out in this document and anything you have been told at the Bali Eden, by our staff, or over the telephone, the terms in this document will prevail. Failure by us to enforce any of our rights at any time, for any period, shall not be construed as a waiver of those rights.

We have 5 days after formation of a Contract to rectify any miscalculation reflected within the Contract.

3. THE BALI EDEN ETIQUETTE

You must comply with the Rules. The Bali Eden has facilities with higher risk areas (including, but not limited to the designated boxing area). You must ensure you read, understand and abide by the Rules outlined for the Bali Eden facilities in both signage and handouts, particularly those applying to these areas.

4. MEMBERSHIP ENTITLEMENT

Your membership entitles you to use the wellness center in accordance with these terms and the Rules of the Bali Eden. Your obligations are not dependent on the number of times you utilize the wellness center facilities. As a member you are entitled to use the facilities only during the specified opening times. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these terms and conditions and subject to law. Refer to Part A.

5. MINIMUM AGE

Membership is limited to persons who are at least 15 years of age. If you are under 18 years of age, the Contract must be signed on your behalf by a parent or legal guardian. Any person under the age of 16 can use cardio equipment only and CANNOT use weights. All new members under the age of 16 must have a private PT session which is covered under their registration fee as their premium offering.



6. ACCESS BY MEMBERS INTO THE BALI EDEN WELLNESS CENTER

- A. All members are required to log themselves into the Wellness Centre Reception using one of the iPad's provided or with one of our reception staff.
- B. Upon registration you will be given a personalized ID code, this will be the code you use to check in. It is your responsibility to ensure you are checked into the system each time you enter The Bali Eden.
- C. The Bali Eden only grants its members access to the property. No member is permitted to bring a non-member into the property without approval of the Manager.
- D. If a member breaches clause 6 c) of this Agreement, the member acknowledges that:
 - 1) They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member whether or not caused through the negligence of The Bali Eden.
 - 2) They must indemnify and keep The Bali Eden indemnified from and against all claims in connection with or arising out of the breach of clause 6c), including without limitation any injury, loss or damage suffered by the non-member whether or not caused through the negligence of The Bali Eden.
 - 3) The act of bringing a non-member into The Bali Eden constitutes automatic agreement by the member to be charged for a visit at the rate of IDR 400.000. The fee will be charged to the member upon arrival.
 - 4) Payment of the amount in accordance with the clause above will entitle the non-member to use the wellness center for one visit; and
 - 5) The Bali Eden reserves the right to terminate the membership of the member who brings a non- member into The Bali Eden without registration at reception.

7. CONSEQUENCES OF MISCONDUCT

We reserve the right to refuse entry to any person, including members and have the right to cancel your membership without warning or notice for serious inappropriate behavior that is threatening or harassing. This includes damaging equipment in The Bali Eden and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. Warnings for any breach of these Membership Terms and Conditions or failure to comply with The Bali Eden Rules or acting unreasonably will result in a first warning. Should a second warning be required, then immediate cancellation of your membership will be made. If any membership Terms and Conditions or The Bali Eden Rules are not followed where security is called out to the site you will be charged IDR 100.000 to cover the call out fee plus any damages incurred.



8. PAYMENT OF FEES

All continuous memberships are paid in advance. All merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you. (Please see the provisions relating to late fees outlined under clause 11). Notice may be given via telephone or face to face.

Please note, should we debit an account where we have no authority, we agree to refund these debits plus any overdrawn charges attributable to the debits."

9. REGISTRATION FEE

The registration fee is a once-off IDR 100.000 fee and is payable upon sign up. This fee is non-refundable, even if you choose to cancel your membership in your Comfort Guarantee period.

10. PAYMENTS

Membership Payments: Payments are directly debited via Link payment or settled at our reception in advance. You will be bound to your Contract terms for the initial 3 months, and then a rolling over to a month-to-month membership (as applicable). We require 30 days written notice to terminate your membership, otherwise it will automatically roll over to another month's membership.

11. MEMBERSHIP ARREARS

If any amount payable for your membership is not paid on the due date, access to the Bali Eden will be suspended until payments are up to date (late fees of up to IDR 100.000 per transaction and recovery costs of up to IDR 50.000 may be charged). Any monies outstanding for other services in the Bali Eden e.g. personal training or late fees, may be automatically deducted from the supplied account/credit card if not paid at The Bali Eden. We will not allow you access until full direct debit details are provided. If your account is forwarded to an external debt collection agency, you will also be liable for the payment of their fees and disbursements.

12. COMFORT GUARANTEE

You have a 'comfort guarantee' or 'cooling off period' period of 14 days commencing on the date a Contract is formed, or in the case of a new facility, the grand opening date ("Comfort Guarantee"). If you wish to utilize this period to cancel your membership, you are required to apply for cancellation via our staff at reception or email at hello@gdasbali.com

We will cancel your Contract and you will be charged for 1 week's membership fee, plus the registration fee only.

After the Comfort Guarantee period ends, if you wish to terminate/cancel the Contract, you must pay certain fees.



The amount of fees payable varies depending upon the reason that you are terminating the Contract.

Please refer to the following cancellation provisions outlined for full details in relation to your right to cancel your membership and the fees payable in those circumstances.

13. CANCELLATION/TERMINATION WITHIN MINIMUM TERM

You can cancel your membership prior to the expiry of the minimum term of 3 months if you become subject to medical incapacity, if you relocate to an area not within 30 kilometers of The Bali Eden or if we make changes to the Contract which adversely affect you (refer to clause 17).

For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction (in the case of medical reasons, by a qualified medical practitioner certifying that you are sick or incapacitated from undertaking any exercise regime for the remaining term of your membership, and in the case of relocation, by an agent or employer certifying your relocation). Cancellation can only be processed once a cancellation form has been filled in and sent to hello@gdasbali.com. If these circumstances do not apply to you, a departure fee will be charged depending on the number of weeks left on the contract. Please refer below.

14. CANCELLATION 'DEPARTURE FEE'

(this may be waived in special circumstances e.g. permanent sickness or incapacity).

You will need to pay out the remaining weeks on your minimum membership term (3 months) or your one-month cancellation term, whichever is greater.

15. TIME FREEZE

Membership time freeze ("Time Freeze") is available for a minimum of 4 weeks. You must give 2 weeks written notice to our reception staff of the upcoming Time Freeze period. Time Freeze is available for travel or medical reasons upon production of supporting documentation to our reasonable satisfaction. The time freeze membership fee is a IDR 100.000 fee per month and is payable upon Time Freeze your membership.

Time Freezes must be applied by emailing our reception staff at hello@gdasbali.com

16. CANCELLATION ON OR AFTER THE MINIMUM TERM

You can cancel your membership on or after the minimum term if you give 30 days written notice. Your termination notice must be applied for at reception. A Time Freeze is not available during your notice period. Where either of us terminates your membership any fees that you have not paid (for example, if you had not paid for the previous month) will need to be paid or we may take action to recover the outstanding payments. A cancellation request cannot be processed if your current



account is overdue. Your account must be paid up to date before we can start the 30-day notice period.

17. CANCELLATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS

You may end your Contract at any time by giving the relevant notice outlined in clause 16, if we make a change or add to these Membership Terms and Conditions, The Bali Eden Rules or Wellness center services and facilities or if we are going to change the membership fees applicable to your membership which adversely affects you. Proof to this effect may be requested. Where we are in breach of our obligations under your Contract and we have not remedied that breach within a reasonable time after you have brought it to our attention in writing, you can also end your Contract at any time prior to us remedying the breach by giving us the relevant notice outlined in clause 16. No fees will be applicable in these cases.

LATE CLASS CANCELLATIONS- If a member cancels a class within 2 hours of the class start time, they may incur a IDR 100.000 late cancellation fee.

18. REFUNDS

Should you prepay for a program, a refund will be granted if the program is canceled or if you can show, with supporting medical evidence, that the program will cause you physical harm or result in physical injury to you or as otherwise required by law.

19. MEMBERSHIP FEE INCREASE

We reserve the right at any time to increase the fees to be charged. The Bali Eden will use reasonable endeavors to give written notice to the most current address or email address you have supplied at least 30 days prior to this occurring. If membership fees are increased and reasonable endeavors have been made to provide prior notice, you hereby authorize us to increase any direct debits to your credit card or bank account which you have authorized upon joining (or on a separate date – whichever is the most current) accordingly.

20. CHANGE IN GST RATE

All fees payable under the Contract are “GST inclusive”. If the rate at which GST is charged changes, then the fees payable under the Contract will increase or decrease by the amount by which GST increases or decreases. This increase or decrease will occur even if you are within your minimum term.

21. DEFERRED PAYMENTS

Where joining fees or other fees have been deferred (as shown on your membership agreement), you hereby authorize us to increase direct debits to your credit card or bank account which you have authorized accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full.



22. OPERATING HOURS

The Bali Eden is open 6am to 10pm Mon – Sun (subject to change). In some circumstances we may need to close due to urgent maintenance, if this is the case, we will endeavor to give you notice.

23. CHANGE OF RULES/OPERATIONS

We may (and reserve the right) to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours, and the services and facilities offered by The Bali Eden from time to time. Any such additions, deletions or changes will be notified to you through either one of the methods of notice provided for in this Contract and/or notice in the Bali Eden with at least 30 days' notice. If at any time the operations or services of the Bali Eden are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice offer you our videos on demand service or you may cancel your membership as outlined in clause 17. Subject to any applicable law, you won't have any other claim against us if this happens.

24. GOVERNMENT ADHERENCE

All members and guests will have to abide by any direction, laws or mandates made by the local government for the duration of their contract.

25. COMPLAINTS & FEEDBACK

We see both complaints and feedback as gifts. We will endeavor at all times to assist you with any concerns you may have. To do this both effectively and efficiently, we have empowered our staff to assist you with any queries. The initial complaint is always directed immediately to the relevant Head of Department within The Bali Eden whose role it is to contact you within 7 business days (where possible) to discuss or resolve. Should you feel that it has not been resolved effectively, then it may be escalated to the General Manager who will in turn contact you. Should you wish to escalate again, the General Manager will discuss your concerns with the company Director and the General Manager will re-contact you with either the same or an alternative solution (whichever is applicable).

26. CHANGE OF DETAILS

You must keep us informed of any change of address, email address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership.



27. NOTICES

Except as expressly provided in this Contract, a notice given or made by a party must be in writing and may be given or made by delivering it to that party personally, addressing it to that party and either leaving it at, or posting it to, The Bali Eden, or sending it by email to the email address of the party. Notices will be deemed to be given or made: if by leaving it at the address of the party, when left at the address; if by post, on the third business day following the date of posting; or if by email, on the day of sending or otherwise on the business day after the day it is sent.

28. GUIDANCE

We offer a personal training service at The Bali Eden. Should you choose not to do so, we encourage you to seek guidance from our Fitness Experience team (see in our Reception for times available). Guidance may not otherwise be offered whilst you exercise in The Bali Eden.

If you believe that there is a risk to your health by participating in any of the fitness activities offered at The Bali Eden, you must inform us in writing of that risk and give full details of the risk.

You must update your details and let us know if your medical condition changes after you join us.

We may, at our discretion, deny your membership application until you receive medical clearance from your doctor to proceed with an exercise program at The Bali Eden and/or until you have received advice as to an appropriate exercise program. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

29. RISK WARNING

It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided in any facilities, including the adjustment of levels or settings on the equipment.

If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use.

30. RESPONSIBILITY FOR DAMAGE

You are responsible for any damage which you or your guest may cause to the facilities, if such damage is caused by your willful act or negligence.



31. CONTRACTORS

Some contractors, tenants and licensees provide services, such as personal training and health practitioner services within The Bali Eden. Fees for services are paid directly to these contractors, tenants and licensees. We take no responsibility for the fees paid to these contractors, tenants and licensees. Any claim which you might have as a result of an act or failure to act by such a contractor, tenant or licensee (whether or not payment has been made to the contractor, tenant or licensee) will be brought against, and will be the responsibility of, that contractor, tenant or licensees and not The Bali Eden. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor, tenant or licensee in the Bali Eden. We will at all times assist, where possible, to resolve any conflict or issues with these contractors, tenants and licensees and will ensure that relevant qualifications and insurances are kept up to date for all Personal Trainers. Only The Bali Eden licensed personal trainers and other practitioners may operate on our premises.

32. IMAGE/VIDEO

By signing this Contract, you consent to us using your image in any promotion or other material in relation to the business. Please note this is only applicable if you are filmed in the background.

If you are filmed or your image is taken by an external member, contractor, or licensee that isn't employed by The Bali Eden then we are not liable for the use of the image or video.

If you are interviewed or featured in a photo or film, you will be asked to sign a model release form prior to its release.

If you are filmed or have had your photo taken without consent, please report to our staff immediately.

If you are reported to have taken a photo/video and are asked to show the device it was taken on, you give consent for The Bali Eden staff to look at and delete the photo/video in question if applicable.

If you refuse to show the device in question, The Bali Eden is within its right to terminate your contract and/or call the Police.

33. CCTV

Members are advised that CCTV cameras will be used in various parts of The Bali Eden Areas.

34. YOUR PHYSICAL CONDITION

You promise and represent on the date of the Contract and repeat such promise and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive



exercise and that such exercise would not be detrimental to your health, safety, comfort, or physical condition.

The Bali Eden staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition.

We strongly advise that you take expert advice prior to commencing any exercise program if you are in any doubt about you or your guest's ability to engage in active or passive exercise.

You shall not use any facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

35. CLAIMS

From time to time, we may have to close the facilities for refurbishment. If the facilities are closed for more than 2 days for these reasons, you may, without charge, freeze your membership for the period of closure of the facilities.

You cannot seek any reduction in your membership fees because your facilities are closed for renovations.

Please refer to clause 17 for provisions outlining the circumstances under which membership may be canceled on the basis of a breach of The Bali Eden's obligations."

Note: Legally a wellness center can shut for up to two weeks per calendar year for maintenance and repairs without breach of membership conditions.

36. UNENFORCEABLE CLAUSES

Where a provision is deemed to be invalid or unenforceable by the courts, the provisions will be deleted from the Contract, but such deletion will not affect the validity and enforceability of the remaining provisions.

Note: The Contract will be subject to Indonesian Law and the Courts of Bali Province will have jurisdiction over any disputes in relation to it.

37. CONTRACT TRANSFER BY THE BALI EDEN

We may assign or transfer the benefit of the Contract, or sub-contract our obligations under it, to any person, firm or company at any time.



38. YOUR SAFETY AND PROPERTY

1. **WARNING** We give you warning that, whilst on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members.
2. **RELEASE AND INDEMNITY** In consideration of The Bali Eden accepting your application for membership of the facilities, and for you becoming and remaining a member of The Bali Eden, you agree that The Bali Eden shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any The Bali Eden premises by you or your guest or occurring on said premises except where caused by gross negligence of The Bali Eden. You also agree that The Bali Eden shall not be liable for any death, personal injury or illness occurring upon any facilities premises or as a result of the use of facilities and/or equipment provided by The Bali Eden, except to the extent that such death, personal injury or illness arises from the gross negligence of The Bali Eden. You indemnify The Bali Eden against all claims in connection with or arising out of any breach of this Contract and any loss of life or personal injury to any person, or damage to any property, in connection with or arising out of any occurrence at, in or in the vicinity of the facilities, to the extent that it is caused or contributed to by any act, omission, neglect or default by you or your guest.



Part B

RULES OF THE BALI EDEN

Our top priority is the health and well-being of our guests and employees at The Bali Eden. To ensure your health, the resort has adopted several precautionary measures, met strict public area sanitation and hygiene standards, and followed the local authority's advice.

BALI EDEN OPENING HOURS

06:00 - 22:00 wita

CLOTHING AND HYGIENE

We require all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas (excluding wet areas).

Clothing bearing offensive images or inappropriate advertising is not permitted.

It is also paramount that personal hygiene is considered when visiting The Bali Eden, so it is appreciated that everyone wears deodorant and is aware of their own body odor.

PETS AND ANIMALS

Under no circumstances are pets or animals of any kind to be brought into The Bali Eden facilities.

MUSIC MEDIA

Playing the music of any kind is not permitted within The Bali Eden Facilities unless played through earphones/plugs or authorized by the Manager as part of an organized function.

PARKING POLICY

The parking area is available free of charge.

SMOKING POLICY

Please be advised that smoking is not allowed by law in the following area in The Bali Eden.

1. Fitness Center
2. Health Suite
3. Arana Spa
4. Locker Room
5. Lanang Wadon Restaurant
6. Public Area



FITNESS CENTER

- The Fitness Center operates from 6:00 to 22:00 daily.
- Only guests aged 15 or above can be allowed to use the fitness room and gym facilities. Any person under the age of 16 can use cardio equipment only and CANNOT use weights. Members between the ages of 15 to 17 are only permitted to use the Fitness Center with guidance from a Personal Trainer.
- A personal trainer is available on request at an additional cost.
- Please wear appropriate attire and gym footwear when using the Fitness Center.
- Jeans, street clothes or shoes, bare feet, or sandals are strictly prohibited due to hygiene and safety concerns.
- It is advisable to keep personal belongings in the lockers at all times.
- For health and sanitary reasons, it is advisable to carry a towel and use it as a cover when using the equipment.
- As a courtesy, please wipe down equipment after usage with disinfectant wipes, which are already available at the towel counter.
- Please keep your distance. Following the advice from our local authority, we have marked some areas to ensure a safe space is maintained.
- Kindly use our fitness equipment mindfully and do not drop free weights or dumbbells onto the floor.
- Please respect fellow guests by adopting courteous and appropriate behaviors."
- Fitness Centre's room temperature will be kept at between 22 °C (72 °F) and 24 °C (75 °F), as recommended by health experts.
- Eating and smoking are not allowed in the facilities at any time. Please refer to our attendant on duty for any questions or assistance.
- The use of the Fitness Center is at the participant's own risk. Guests are responsible for acknowledging their physical limitations.
- Talking on a mobile phone is not permitted in the Fitness Center. Also, you may use personal music as long as they do not become unsafe for the user or become a nuisance to other users.
- No pets are allowed in the Fitness Center.
- The Bali Eden management does not assume any liability for any injury or loss of life or loss of, or damage to, property, however, in connection with the fitness center's existence, condition, or use.



THE POOL, STEAM ROOM AND SAUNA

- The main access gate closes at 6:00 PM. After 6:00 PM, access is through the locker change rooms. The facilities close at 7:00 PM.
- All the guests are requested to use the poolside showers before using the pool, steam room and sauna.
- No diving in the pool, running and shouting around the pool area are not permitted.
- No person shall be allowed near the pool during a thunderstorm or lightning.
- Persons with sores, other evidence of skin diseases, or wearing bandages of any kind will not be permitted to use the pool, steam room and sauna.

LANANG WADON RESTAURANT

- Own food and drinks are not allowed.
- Food and drinks may only be consumed at the Restaurant.
- Food and beverages may thus not be consumed in our saunas, steam cabins, whirlpools, or swimming pools.
- Wet-clothed and bathrobes are not allowed in the Restaurant area.
- Menu availability is subject to change without notice. Don't hesitate to get in touch with the Restaurant for further details.
- Please note that we may not be able to accommodate your requests for specific seating.
- For our guest's convenience, the holding time for the tables will be 15 minutes from reservation time, and the table will be released automatically if the determined time has been reached.

LOCKERS

- Lockers are provided for use whilst exercising and will be cleared daily once The Bali Eden is closed.
- Please be advised that the lockers provided are not security lockers and therefore we request all valuable items are carried.
- Whilst care is taken to safeguard locker contents, thefts can occur.
- Please be aware that we do not accept responsibility for any loss or damage to property that occurs as a result of unknown persons breaking into lockers or where items are not placed in lockers.
- When using lockers, please ensure that the locker key is secure at all times on your person, the keys should be carried INSIDE a zipped pocket.
- Should a locker key be lost, or contents be left in a locker overnight, there is IDR 200.000 charge for replacement of the key and IDR 150.000 for return of items if need posting.
- If your belongings are left in a locker, they may be removed, and we will take no responsibility for loss or damage.



Part C

DIRECT DEBIT AGREEMENT

Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request ("DDR") arrangements made between PT. Rush Samadhi Circle and you.

It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. If you would like a copy of the Terms and Conditions, a copy can be made available to you upon request.

INITIAL TERMS OF THE ARRANGEMENT

In terms of the DDR arrangements made between us and you, we undertake to periodically debit your nominated account for the agreed amount for your membership fees as defined in your Contract.

DRAWING ARRANGEMENTS

- Your membership fee drawings under the direct debit arrangement will occur 7 days from the date your membership commences.
- If drawings fall on a non-business day, it will be drawn on the next business day.
- Please note that drawings may take up to 7 business days to come out of your account.
- We will provide you with at least 30 days' notice when changes to the initial terms of the arrangement are made.
- If you wish to discuss any changes to the initial terms, please contact The Bali Eden.
- If your drawing is returned or dishonored by your financial institution, we will endeavor to contact you requesting payment.
- If we have not received payment, we will re-draw these funds again along with and including any outstanding membership drawings on or before the next direct debit cycle.
- Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

YOUR RIGHTS

Changes to the arrangement, If you want to make changes to or stop the drawing arrangements, written notice of this must be forwarded to The Bali Eden and your financial institution including details of all changes requested.

ENQUIRIES AND DISPUTES

- Should you wish to discuss these arrangements, including any possible disputed amounts, please call member support or your financial institution directly.
- Where disputes are referred to us, we will endeavor to respond to them within 7 business days.



- If you do not receive a satisfactory response from us in relation to your dispute, you may contact your financial institution.
- They will respond to you with an answer to your claim in accordance with their published processes.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this:
- that on the drawing date (and for 7 subsequent days) there is sufficient cleared funds in the nominated account; and
- that you advise us in advance if the nominated account is to be transferred or closed. If you are paying your fees by credit card, you advise us of any changes to your credit card information, i.e., expiry date, or



PRIVACY STATEMENT AND ACKNOWLEDGEMENT

In the course of establishing a Contract with you and during the term of that Contract, we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position).

The Bali Eden will only use, disclose or deal with such information in accordance with our Privacy Policy.

The Bali Eden is committed to preserving our customers' privacy. Please read the following privacy policy to understand how we use and protect the information that you provide to us.

Information that we collect from you.

When you contact us you may provide us with information including your name and address, your email address and telephone numbers. This information allows us to process your request.

We will collect this information and store it in a database. We will also collect this information through the use of cookies (see below). We will not disclose any of the information that you provide to us about yourself to any third parties.

We reserve the right to disclose your information if the law requires us to do so.

We will use your personal information to

- Supply and manage the service we provide to you.
- Better understand our customer base with the view to providing both better products and services.
- Keep in touch with you on an occasional basis.
- If you would rather not receive further communication from us, please send an email to hello@gdasbali.com
- We will keep your information for as long as necessary and will take steps to ensure that it is kept up to date. Please contact us if your details change.

COOKIES



- Cookies are small amounts of information stored by your computer when you log onto our Website.
- Cookies can store information about your preferences and other information which you need when you visit a website.
- We use cookies to help us improve usage of our site.
- Cookies cannot harm your computer and do not contain any personal or private information.
- However you may, if your browser allows you to, switch them off, although please note that this may well affect the performance of the site and your own experience.

EMAIL ADDRESSES

If you send us an email or give us your email address, we will retain your email address. However, we do not share our email lists. We will not contact you by email except to respond to an email query or update you with our newsletter if you have requested this.

MAILING ADDRESSES

If you have provided us with a postal address, you may receive occasional information from us. We will not share your name or address with other companies. If you do not want to receive our mailings, please email us to advise hello@gdasbali.com

CHANGE TO OUR PRIVACY POLICY

If we make any changes to our privacy policy in the future these will be posted to this page to keep you fully up to date with any developments.

SAFETY & HYGIENE

Our member's safety during the COVID-19 pandemic is our main priority and we have introduced a number of measures in The Bali Eden to help protect members and staff. Please follow our COVID-19 operating procedures. (Link)

It is necessary that all members and guests of The Bali Eden wear appropriate, clean attire and footwear when using the studio and gym.

If you feel dizzy, faint, unwell or feel any unusual pain then you must stop exercising and inform a member of staff immediately.

Members cannot train in the club without a hand towel. In the interest of hygiene, members must wipe down each piece of equipment after use. We are providing hygiene wipes sanitary inside the gym.