

RULES & REGULATIONS OF
JFORTE SPORTAINMENT CENTRE

1. Name

The name of the Proprietor (which expression shall include its successors-in-title and assigns) is JForte Sportainment Pte Ltd (the "The Company")

2. Intentions

It is the intention of the Company to provide for the use and enjoyment by the Members of facilities (the "Facilities") for recreation, entertainment, dining and/or such other activities as the Company may from time to time in its absolute discretion decide. The Facilities and the provision of the Facilities to the Members shall hereinafter collectively be referred to as the "Centre". The facilities at the Centre shall include a multi-purpose hall (MPH), a pool centre and lounge, a bowling facility and a café. There will be separate Rules and Bye-Laws regulating each of the facility and the Company shall have the absolute discretion is limiting, restricting or prohibiting any member or patron to the use of any of the facility without any prior Notice. The Rules and Regulations stated herein shall apply where applicable to visitors and patrons of the Centre.

3. Management of the Centre

- 3.1. **Centre:** The proprietor and sole manager of the Centre shall be the Company.
- 3.2. **Supervision:** The Company is a private limited company incorporated in Singapore. Its Board of Directors will be entrusted with the supervision of the politics, management, maintenance, finance, accounts and operation of the Centre.
- 3.3. **Premises :** The place of business of the Centre is situated at No. 50 Hougang Avenue 1 Singapore (538885)
- 3.4. **Payments :** All payments due under these Rules and the bye-laws made pursuant to these Rules (the "Bye-Laws") shall be due to the Company and not the Centre.
- 3.5. **Ownership:** All the assets, property and Facilities provided at the Centre and located at the Premises (the "Assets") shall be deemed to be owned by the Company. No Member shall have any rights interest or title whatsoever in relation to the same. Use of the Facilities by Members is a privilege accorded to the Members by the Company and Members will be subject to these Rules and the Bye-Laws which shall be amended from time to time by the Company at its absolute discretion and without Notice to the Members.

4. Centre Property

All the Assets shall at all times be and remain the property of the Company and no Member shall take away or permit to be taken away from the Premises or shall injure, damage, misuse or destroy any of the Assets.

5. Rights and Liabilities of Members

- 5.1. **Use of Facilities:** Every Member shall, subject to these Rules and the Bye-laws and such restrictions or conditions as the Company may from time to time in its absolute discretion impose, be able to use and enjoy in common with the other Members the Facilities provided by the Company for the use of the Members, subject to the payment of fees, subscriptions, and any other monies due to the Company. The Company may in its absolute discretion also impose charges for any services, food, drinks or the use of any of the Facilities and the Company shall have the right at any time and from time to time and at its absolute discretion vary any such charges.
- 5.2. **Guests :** The Company may in its absolute discretion prescribe such rules relating to the conduct and/or admission of Members and Nominees, their guests, spouse or children, the use of the Facilities and the conduct of games as it shall from time to time decide.
- 5.3. **Repairs :** Without prejudice to the generality of the foregoing, if at any time it appears to the Company that any of the Facilities is congested, in need of any repair, renovations, inspection, expansion or maintenance or required for the use of the Company for any purpose as the Company may decide, the Company may in its absolute discretion impose conditions on, restrict, suspend or otherwise limit the rights and privileges of the Members in respect of any one or more of such Facilities and the Company shall not in any way be liable for any inconvenience or loss that may be suffered or sustained by any Member or any other person entitled or permitted to use and enjoy the Facilities resulting from such conditions, restrictions, suspension or limitation.
- 5.4. **Alternative Facilities :** The Company shall be entitled, but shall not be obliged to do so, substitute any of the Facilities with any other facility that the Proprietor deems appropriate in the event that any such Facility is or cannot for any reason whatsoever be made available for the use and enjoyment of the Members.

6. Membership

- 6.1. **Class:** The Centre shall comprise Premium Members, Ordinary Members and Associate Members. Any member of the Centre in whatever class shall be referred to in these Rules and the Bye-laws as a "Member" which expression shall include Nominees where appropriate. The Centre shall consist of such number of Members as the Company may in its absolute discretion from time to time decide.
- 6.2. **Other Classes:** The Company may from time to time create new classes or categories of membership on such terms and conditions as the Company may determine.

7. Premium Members

The Company may at time and its absolute discretion invite any person to be a Premium Member upon such terms and conditions and for periods as the Company may determine. A Premium Member shall have such rights and privileges as the Company may from time to time in its absolute discretion determine.

8. Ordinary Members

- 8.1. An Ordinary Member shall be registered with the Company as an Ordinary Member in the manner as required by the Company. An Ordinary Member shall be entitled to such privileges as the Company may from time to time, in its absolute discretion accord to this type of Members.
- 8.2. Youth Members are persons who has not attained the age of 18 at the time of their registration as Ordinary Members. The registration as Youth Members shall only be approved with the consent of the parents or guardians of the Youth Members.
- 8.3. Ordinary Member shall be subject, and shall further be subject to such restrictions or conditions as the Proprietor may from time to time in its absolute discretion impose.

9. Associate Members

Associate Members are members of other organization to which the Company has agreed accord such privileges to the members of the organization on such terms and conditions the Company may from time to time impose.

10. Guests

- 10.1. **Use of Facilities :** Except where otherwise provided by these Rules and Bye-laws a Member may with the approval of the Company introduce any person as a guest to the Centre. Such a guest shall be entitled to the use of the Facilities as may be determined from time to time by the Company and be governed by these Rules and the Bye-laws. The Company may in its absolute discretion restrict the number guest or the times a guest may be introduced to the Centre during any period. No guest shall be allowed to use the Facilities on such days as the Company may in its discretion prescribe and no more than such number of guests as the Company may in its absolute discretion determine shall be invited on any one occasion by any one Member.
- 10.2. **Responsibility of Member:** When required by the Company, a Member introducing a guest shall write the name and address of the guest, his own name and the period of which the guest is introduced in the register of guests kept for the purpose at the Premises and shall be responsible for any debt and liability owing to the Company by each guest and shall indemnify the Company against any claims, proceedings or actions made by the guest against the Company in respect of any matter whatsoever. It is the duty of the Member to acquaint his guest with these Rules and the Bye-laws and as to whether there are restrictions in respect of the use of the Facilities by guests.
- 10.3. **Withdrawal of Privileges:** The Company may at any time in its absolute discretion for any reason whatsoever prohibit any guest from being introduced by a Member and may at any time withdraw the privileges of the Centre from any guest.

11. Prohibitions

- 11.1. Illegal activity of any kind is strictly forbidden on the Centre premises.
- 11.2. No Member shall borrow monies or incur any obligation or liability in the name of, or pledge the credit of, the Centre or the Company.
- 11.3. No Member shall, without the prior written approval of the Company, use the address of the Centre in any advertisement or use the Centre's address or premises for any commercial purposes.
- 11.4. Unless permitted by law, gambling of any kind whether for stakes or not, is forbidden on the Centre Premises, and the introduction of materials for gambling or drug taking and of persons of bad character into the Centre Premises is prohibited.
- 11.5. All Membership in the Centre shall NOT be transferrable or assignable.

12. Membership Application

- 12.1. **Application** : Every application for membership other than as Premium Members shall be made on the approved form provided by the Company and must be signed by the applicant. The terms and conditions contained in such form shall form part of these Rules.
- 12.2. **Entrance and other fees** : The form of application shall be submitted together with payment of the requisite entrance or other fees as my be specified in the form.
- 12.3. **Rejection** : If any application is rejected, the applicant will be notified of the same and all monies paid will be refunded to the Member in such manner as the Company considers appropriate without interest compensation or otherwise at the applicant's own risk and thereafter the applicant shall have no claims whatsoever against the Company whatsoever.
- 12.4. **Acceptance Notice** : Every applicant for membership who has been accepted shall be informed in writing by the Company that he has been accepted (the "Acceptance Notice").
- 12.5. **Membership** : A successful applicant shall be entered in the register of members ("Register of Members") and shall thereafter be a Member and entitled to all the rights and privileges of membership and shall be deemed to have agreed to be bound by these Rules and the Bye-laws made in accordance therewith.

13. Resignation of Member

A member may resign his membership by 30 days' notice in writing addressed to the Company at the Premises and shall be liable for his debts and liabilities due and unpaid at the date of his resignation. No refund of any monies shall be made to such Member.

14. Bankruptcy, Conviction, etc.

Automatic Termination : If any Member becomes of unsound mind or is the subject of winding-up proceedings (voluntary or compulsory), or (being a Member which is a partnership) is dissolved (save where the dissolution is due to the death of one of the partners) or is adjudicated a bankrupt or makes a composition with his creditors under the provisions of any statute or is convicted of any offence (other than a traffic offence) such a Member shall automatically cease to be a Member PROVIDED that if such Member's adjudication is annulled or his conviction is set aside, the Company may in its absolute discretion restore him to membership as from the date when he ceased to be a Member.

15. Expulsion or Suspension

The Company may expel from the Centre any Member or suspend the membership of any Member if the Member has committed any breach of these Rules and the Bye-laws or if the Member's conduct is such as the Company shall in its absolute opinion consider to be injurious to the character of the Centre or the interests of the Members or prejudicial to the interest of the Company.

16. Management and Administration

- 16.1. **Powers vested in the Company** : The powers of management and administration of the Centre shall be vested solely in the Company whose decision on any question or matter shall be conclusive, final and binding on the Members. The Company may appoint such persons or bodies of persons as it may deem fit to carry out any part of the functions of the management and administration of the Centre, subject to such terms and conditions as the Company may impose. The Members will not in any manner be involved in the management of the Centre.
- 16.2. **Company's Discretion** : Where there is any provision in these Rules or the Bye-laws conferring on the Company any right or discretion, the same shall be exercised by the Company in its absolute discretion and upon such terms and conditions as the Company considers fit.

17. Bye-laws

The Company may from time to time make, vary and revoke any Bye-laws for the regulation of the internal affairs of the Centre and the conduct of the Members. All such Bye-laws shall, until revoked or varied by the Company, be binding on the Members. In the event of any inconsistency between the Bye-laws and these Rules, these Rules shall prevail.

18. Notices

All Members of the Centre are deemed know the contents of all Rules, Bye-Laws, Terms and Conditions of the Centre or any matter relating to the Centre as the same shall be posted on the website of the Centre at www.jfortesports.com.sg .

19. Dispute Settlement

Any dispute or difference which may arise as to the meaning or interpretation of these Rules and the Bye-laws or as to the powers of the officers or the Company, or the validity of any proceedings of the Company and/or the Centre shall be determined by the Company, whose decision shall be final and binding upon all the Members of the Centre.

20. Amendment of Rules

These Rules and any of them may from time to time be revoked, altered or added to by the Company without any need to give any prior Notice of such changes to the Members.

21. Exemption

The Company and any person appointed or employed by the Company shall not in any manner be liable :-

- (i) for any claims, demands or damages howsoever suffered by a Member, any of their guests, invitees, spouse or children or any other person at the Centre Premises as a result of any loss or damage to any property or article whatsoever, or howsoever brought upon or left at the Centre Premises by such a person; and/or
- (ii) for any injury, loss of life, or other loss whatsoever, or howsoever caused to a Member, any of their guests, invitees, spouse or children or any other person at the Centre Premises or vis-à-vis the use and enjoyment of the Facilities to the fullest extent permissible by law.

22. The Member shall keep the Company, other licencees and all those authorised or permitted by the Company to use and enjoy the Facilities indemnified against all damages and loss suffered and injury caused to the Company, other licencees or such other persons as aforesaid or their property arising from the default, negligence and/or unauthorised use of the Facilities by the Member and/or their guests, spouse or children or in consequence of the breach or nonobservance of any of the provisions of the Bye-laws by the Member and/or their guests, spouse or children.

23. Relationship between Members

Nothing in these Rules and the Bye-laws constitute or result in any relationship between the Members inter se. Each Member shall only have a contractual relationship with the Company limited to the Rules and Bye-Laws as set out by the Company.

24. Spouse and Children

Privilege: The privilege to use and enjoy the Facilities shall at the discretion of the Company be extended to the Member's spouse and children. Provided Always that the Member shall remain liable for all the obligations of the Member under these Rules and the Bye-laws and shall bear and be wholly responsible for all charges incurred and any breach of these Rules and the Bye-laws by :-

- (i) the Member's spouse and/or children; and
- (ii) the Member's Guest and invitees, as the case may be, without prejudice to any remedies that the Proprietor may have against the Member's spouse and children or the Guest. For the purpose of these Rules, any breach by the spouse, children, guests and invitees of the Member or its Nominee shall be deemed to be a breach by the Member and the
- (iii) Member shall indemnify and keep the Company indemnified against any demand, claim or action in relation to or arising out of such breach and for any loss or damage (including legal costs on a full indemnity basis) that the Company may suffer or sustain.

25. Interpretation

Interpretation of Words : Words importing the singular include the plural and vice versa; words importing a gender include every gender.

26. Headings

The headings to these Rules are for convenience only and have no legal effect.

27. Waiver

No failure by any Member to comply with these Rules or the Bye-laws shall be deemed to have been waived, excused, or accepted by the Proprietor unless the same is expressly waived, excused, or accepted by the Company in writing. Any waiver shall be effective only in the instance and for the purpose for which it is given.

BY ORDER OF THE BOARD OF DIRECTORS

Last updated on 1st October 2015