



MEMBERSHIP TERMS and CONDITIONS

Applicable to all memberships

1. Location

THIA Wellness Urban (the "spa") is a proprietary shop located on the 4th Floor of Abdoolally House, 20 Stanley Street, Central, owned by THIA Wellness Limited ("owner"), Hong Kong and administered by the manager of the Club (the "Manager") or by such person as the management of the THIA Wellness Limited shall nominate.

2. Application

- (a) Person who wishes to become a member of the Spa shall submit a completed Application Form.
- (b) The approval of the membership application is at the sole discretion of the Owner
- (c) When the application is approved and fees have been paid, a membership card (the "Card") will be issued to the applicant.

3. Card

- (a) The Card at all times will remain the property of the Spa and must be returned to the Spa upon the termination of membership or upon the request of the Manager.
- (b) The Card is for the sole use of the applicant and should not be loaned or assigned to any third party.
- (c) On acceptance by the Club of an application for membership this shall constitute a binding contractual agreement based upon these terms and conditions and any rules and regulations of the Club as may be in force and modified from time to time in force.

4. Fees and Charges

- (a) Fees and charges for any services and product shall be determined or varied from time to time.
- (b) Fees shall be settled in advance on or before the expiry of the membership by payment of the prescribed fee to the Spa.

5. Membership Suspension

- (a) Membership suspension is not available.

6. Credit and Benefit RollOvers

- (a) All credit and benefits are not permitted to roll over for any reason.
- (b) Upon the expiry or termination of the membership. All unredeemed credit/ services and benefits will be forfeited.

7. Transfer & Refunds

- (a) All memberships are non-transferable and membership fees are non-refundable.
- (b) The Spa may transfer or assign the benefit of its membership to any third party at any time.

8. Privileges

- (a). Membership privileges do not form part of the membership contract and may be withdrawn without notice by the management.

9. General Rules and Regulations

For the safety and enjoyment of all members and guests, all rules and regulations herein contained must be complied. The Spa reserves the right to vary these rules and regulations at any time without prior notice (an updated copy of which can be obtained from the spa's reception).

- (a) Members or guests shall not receive any services whilst suffering from any infectious or contagious illness, disease or other ailments, or whilst suffering from open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety or comfort or physical condition of other members or guests.
- (b) Members or guests should not receive any service whilst under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, narcotics and/or tranquilisers. Those with diabetes, heart disease or high/low blood pressure should consult with their doctor prior to receiving services.
- (c) Expectant mothers should consult with a doctor, and do so entirely at their own risk.
- (d) Members or guests shall further comply with any directions that the management may give to ensure the smooth operation of the Spa.
- (e) Members must present the Card or upon request for entering the Spa.
- (f) Member shall not at any time introduce any guest who has been rejected as a member of the Spa or had their membership terminated or suspended without first obtaining the approval of the Manager.



- (g) Members and guests are advised in the interests of security not to leave money or valuables unsecured in the Spa.
- (h) No pet is allowed in the Spa.
- (i) No smoking is allowed in the Club.
- (j) Children under the age of 16 are prohibited from the use of spa facilities and treatments.
- (k) Should members and guests' behaviour become undesirable. The spa reserves the right to immediately terminate the service.
- (l) The spa operates in accordance with the exemption: Section 3.1 F & G of the Hong Kong Massage Ordinance.

The times at which any or all of the services and facilities shall be available to members and guests shall at the sole discretion of the Spa or the Manager. Any or all of the facilities may be closed at any time for the purpose of cleaning, decorating, repairing or for special functions. The Spa reserves the right to make reasonable alterations to the types of facilities provided without notice, and it shall not be liable for any loss incurred thereby.

(m) The Spa may terminate the membership of any member:

- (i) 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, members or guests, and staff is such that in the opinion of the Spa & Management, it may be injurious to the character or interests of the Spa, or is such that it renders the member unfit to associate with the Spa.
- (ii) Without notice and with immediate effect, if the member shall have committed any breach of these terms and conditions or the rules and regulations of the Spa as are from time to time enforced, membership may be suspended or withdrawn.

(n) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect. On termination of the membership, the member shall return to the Spa the Card and any other evidence of membership provided by the Spa.

(o) The Spa at its sole discretion may vary at any time these terms and conditions and rules and regulations, fees or any charges for the use of any of the spa facilities and Services.

(p) Any dispute or difference which may arise in regard to the interpretation of these rules and regulation shall be determined by the management of the Spa whose decisions shall be final and binding on all members or guests of the Spa.

(q) In consideration for the Spa accepting a person's application for membership, and allowing such person to become and remain a member, the member agrees that neither the management nor its employees or agents will be liable in any way for loss of, or damage to the property of members or guests or for personal injury to, or death of any member or guest except that to the extent that such personal injury or death arises from the direct wilful act, neglect or default of the Spa or any of its employees or agents.