

## PRVIACY POLICY

INDIAN GYMKHANA MATUNGA LIMITED , (Herein after referred as GYMKHANA, does not routinely monitor your postings to the web site but reserves the right to do so. However, in our efforts to promote good citizenship within the Internet community, if GYMKHANA becomes aware of inappropriate use of the web site or any of its Services, GYMKHANA will respond in any way that, in its sole discretion, GYMKHANA deems appropriate. You acknowledge that GYMKHANA will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, GYMKHANA will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

You agree to use this site for lawful purposes only. You must not use this site for any of the following :

To send, state, publish, use or reuse any material which is offensive, abusive, defamatory, indecent, obscene, threatening or illegal or in breach of copyright, trade mark, confidence, privacy or any other rights.

To transmit any chain letters, spam letters or junk e-mail or participate in mischievous or malicious behaviour which causes or may cause damage, annoyance, inconvenience or needless anxiety to this website or any other party.

You may not circumvent or attempt to circumvent security measures or try to modify the site content.

We will do our best to ensure that content on this site is accurate and up to date and to address any errors or omissions as soon as they are identified, however;

We cannot guarantee that the content is always accurate and up to date or that it applies to the individual circumstances of your business.

Content of this site is not intended to be used as a substitute for legal or professional advice.

You should seek any appropriate professional advice relevant to your particular circumstance.

GYMKHANA reserves the right to terminate access to this web site at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.

We reserve the right to exclude a particular user from a service, and/or delete their details if they abuse it (which could include, but is not limited to, hacking, submission of obscenities, fraud or the spreading of computer viruses). We may also make changes to a service without warning; this may include the removal of a service at any time.

GYMKHANA may change the terms and conditions and disclaimer set out above from time to time. By browsing this web site, you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these each time you revisit the web site.

GYMKHANA may change the format and content of this web site at any time.

GYMKHANA may suspend the operation of this web site for support or maintenance work, in order to update the content or for any other reason.

Personal details provided to GYMKHANA through this web site will only be used in accordance with our privacy policy. Please read this carefully before going on. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.

**Security and Virus Protection:** No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, such transmission is at your own risk. We will not be liable for any damages or loss arising out of or resulting from any unauthorized access to, alteration to or modification of information contained on this website. We make every effort to check and test our website during production. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system. It is always wise for you to run an anti-virus program on

anything you download from the Internet. We accept no liability for any loss, disruption or damage to your computer system or your data caused by using this website or arising as a result of having used the website.

## GENERAL TERMS AND CONDITION

*Cell Phone Etiquette - Members should use devices sparingly and in a manner that does not infringe upon the enjoyment of fellow members and guests in the area. a. Mobile phone calls, both personal and business, are not permitted inside the facilities of the Club, as well as dining patios, gymnasium, pool & playing areas. b. Necessary calls of short duration are permitted at the lobby and all walkways, but please away from other members who are dining or enjoying sports and recreation. c. Emergencies (such as health issues, child or elder care, or on-course problems) are of course permitted. d. Use of smart phones for non-call purposes is permitted but must be set to silent or vibrate mode. e. Photo applications should not be used in places where member privacy is reasonably expected*

I agree to abide by the rules of conduct, behaviour, dress code, equipment usage and use of services that are displayed on Indian Gymkhana Matunga Limited premises &/or website [www.indgymkhana.com](http://www.indgymkhana.com)..

I agree that the membership fees are not refundable, and I agree and understand that non usage of any activity does not allow early termination nor does it warrant a refund of any type. I also agree understand that non usage of the activity does not affect any payment terms and conditions and that Gymkhana is in no way responsible for my level of usage and I understand that it is not the responsibility of GYMKHANA to notify me of my non usage.

I fully understand am solely responsible for any damage which I may cause to, facilities, Services, products or equipment, if such damage is caused by my wilful act and/or negligence.

I fully understand and accept that if I provide access to the GYMKHANA for a member, non-member or including a member who has lost or damaged their Personal Card (PAC), that have my membership immediately suspended for three months and I may be Charged a penalty a Rs 5000 which will be invoiced to me and I am liable to pay. I understand that this policy is applicable regardless of whether the person provide access to any area of the Gymkhana.

I am fully aware that all INDIAN GYMKHANA (MATUNGA) LIMITED 's is equipped with the Video Surveillance technology which is constantly recording for the security of the GYMKHANA and that the Video Surveillance can be remotely viewed at any time by the GYMKHANA operator and/or security provider.

I agree and recognize that I have read the Member Information document. I fully understand and agree to abide by all the terms, conditions, policies and instructions contained within.

I acknowledge that I am aware of the inherent risks of injury or ill health resulting from use of the services of the Gymnasium and from participation in indoor or outdoor games generally, in consideration of participation in activities within a INDIAN GYMKHANA (MATUNGA) LIMITED, I agree to release and indemnify the Franchisee of the Fitness Centre, INDIAN GYMKHANA (MATUNGA) LIMITED and any company associated with GYMKHANA. I agree to participate in all activities at my own risk and responsibility whether supervised or not by Staff. I agree to release and hold harmless the Franchisee of the Fitness Centre, INDIAN GYMKHANA (MATUNGA) LIMITED and any associated parties from and against all actions, which may be brought by me or on behalf of me respect of any incident arising out of injury, loss, damage or death caused to me or my property in anyway what so ever

At **INDIAN GYMKHANA (MATUNGA) LIMITED** we take your privacy seriously. We do not pass your information onto any other business. If you do not wish to receive email, SMS or mail correspondence from us regarding your membership, special offers, promotions or your health then please send us an email or letter Confirming that you wish to unsubscribe for such methods of communication.

I am aware that personal access card is not refundable and if lost a new card must be purchased from GYMKHANA for Rs. 1000/-

INDIAN GYMKHANA (MATUNGA) LIMITED Franchisees, subsidiaries, affiliates, and associated companies shall not be held responsible for changes in the Government Bye-laws whether they are Local. Regional or National and as such are not liable for refunds if the Club's Facilities, Services and Operating Hours are affected because of the same. Furthermore, a Member shall not receive refunds partial or otherwise.

I fully understand and accept that open lockers rack are provided for my use as an additional service and that GYMKHANA is not responsible for any loss or damage to my property when using the the lockers, including; mobile phone, wallet, headphone, bag or other items.

I understand that I am not permitted to change the music or volume of music in the GYMKHANA and that GYMKHANA retains full control over this system which is managed remotely by its IT Team..

20. Valet Parking is subject to availability, members are required to follow traffic rules for Parking. INDIAN GYMKHANA (MATUNGA) LIMITED is not responsible for any damage or tow of your personal vehicle

## **Cancellation and Refunds**

### **Cancellation Rules & Refund Procedure:**

If you want to cancel the transactions due to any reason, you will first have to get in touch with accounts team in INDIAN GYMKHANA (MATUNGA) LIMITED reasoning the cancellation of the transaction.

Any charges to be refunded on account of cancellations for transactions done using payment gateway process, will be done to the respective card or bank account only. No cash refund will be given.

Cancellation of a transaction will be subject to approval and initiation from INDIAN GYMKHANA (MATUNGA) LIMITED .

Refund will be initiated by INDIAN GYMKHANA (MATUNGA) LIMITED post approval.

## **PERSONAL TRAINING TERMS AND CONDITIONS**

Consult your physician or other health care professional before starting Personal Training sessions to determine if it is right for your needs. Do not start a Personal Training and/or nutrition program if your physician or health care provider advises against it.

The results, if any, from Personal Training and/or nutrition programs may vary from person-to- person. Further, engaging in any Exercise, Fitness, Personal Training or Nutrition program involves risks of injury. If you choose to follow any of Plus Fitness's Personal Training programs or nutrition recommendations, you acknowledge this and agree not to hold Gymkhana, or any other persons associated with Gymkhana responsible for any injuries or damages you may incur

We believe that for most people, following our Personal Training programmers and methods will lead to their desired results, all exercise programs depend on the individual. Results will be affected by the effort and commitment of the individual, however in some circumstances even where an individual follows our program, they may not achieve the desired results. We therefore provide no warranties of any kind, express or implied.

Any Personal Plan will have been prepared based on information provided by you. You are responsible for the accuracy of any information that you provide to us. You are responsible for informing us of any health issues or medical conditions when asking us to prepare a Personal Plan.

The personal training sessions will expire as the numbers of sessions (i.e. 12 Sessions / Month) are over or the validity is over, whichever is earlier.

Personal Training is optional, and its fees are over and above the gym fees. Personal training sessions will be valid only till the gym membership is valid. Member needs to renew his/her membership to avail rest of personal training session. The personal training form must be filled and signed by the client at the start of every session.

Member must inform 24 hr. in advance if the session must be cancelled or

rescheduled.

Each personal training will last for a 1 hr. even if the client arrives late the session will be finished on its stipulated time.

In case of absence of your personal trainer, the client can request the manager to assign a stand by trainer of the same level for a few sessions. These sessions will be counted as personal training sessions.

In case the personal trainer assigned to you leaves the job or is not able to attend to your training Gymkhana will assign you a new trainer of the same level for the remaining sessions.

There is no refund or transfer policy for personal training.

## **COMPLAINTS HANDLING**

Please submit any complaints via email to the club email mentioned at the club location. Please include all detail relating to your complaint. We will do all that is reasonably and practicably possible to assess the merits of the complaint and respond within a reasonable timeframe. If you feel that your complain is not resolved or you are not satisfied then try contacting the Head Office via "Contact Us" link at our website.

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## **RESPONSE TIME**

We got a 48 hours response time policy. We will make sure that someone from our team will reply to your email / quire within 48 hours.

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## **APPLICABLE LAWS**

Your use of this website, any Gymkhana gym or facility and any dispute arising from such use is subject to the laws of India.

1. The lifeguard must be on duty and the pool officially open before any user is allowed in the water.
2. All persons using the pool or pool area do so at their own risk and sole responsibility and conformance with all rules and regulations. The management does not assume responsibility for any accident or injury in connection with such use.
3. The patrons agree to save harmless the management and/or association from any and all liabilities and action of any nature by any and all guests from the use of the swimming pool or club area.
4. Individuals may be barred from the pool or pool area, at the discretion of the lifeguard and/or management in charge, for violation of pool rules or for any other reason which in his/her judgment constitutes a hazard to others.
5. Members and guests must follow guest pass policy as posted onsite, and on the website.

6. The cost of any property damage will be charged to the responsible party and could result in suspension or termination of your membership.
7. Management will not be responsible for loss or damage to any personal property of any kind.
8. All swimmers shall exit the pool at the lifeguard's request.
9. The pool may be closed at any time due to mechanical breakdown, operational difficulties, or inclement weather. The decision is at the sole discretion of management.
10. No abusive or profane language or breach of the peace will be tolerated.
11. No pets are allowed in the pool area at any time
12. No amplified music will be allowed. Please use headphones.
13. Chewing gum is not permitted in the pool area at any time.
14. Only proper bathing suits are permissible to enter the water. Street clothes are not permitted in the pool.
15. The pool may occasionally close early due to events being held at the facility. These events will be communicated in advance onsite and through the website and member newsletter
16. Smoking is not permitted anywhere on the pool deck during normal operations.

## Parent/Guardian Supervision Responsibilities

1. Lifeguards are on duty to enforce rules and regulations and to respond to emergencies, but parent/guardian is ultimately responsible for the safety of their child.
2. Parent/Guardian must actively watch children at all times when inside the pool area, and specifically near or in the water, regardless of their age or swimming ability.
3. The child's guardian is responsible for the child's conduct at all times while at the Swim Pool.
4. Parent/guardian must maintain visual contact with, and be in control of their children at all times.
5. Parent/Guardian is solely responsible for assessing and knowing their child's swimming ability. Parent/Guardian is solely responsible for approaching manager if they feel the child's swimming ability needs to be assessed in order to be in the water unaccompanied by a parent/guardian.
6. Children that are not potty trained must wear an actual swim diaper.
7. Approved flotation devices for non-swimming children will be: standard life vests, and arm flotation devices.

## Health Regulations

1. All bathers must shower before entering the pool.
2. Temperatures will taken upon entry.
3. Any Covid 19 Restrictions will be strictly enforced. (if applicable)
4. Admission shall be refused to all persons having infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any communicable disease of any kind. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted.
5. Infants and children wearing diapers or who are not toilet trained must wear tight fitting rubber pants or "swim diapers." In the event of fecal contamination, pool will be closed in accordance with Health Department regulations.



# General Safety Regulations

Floation mats, rafts, inner tubes are not permitted in the pool area at any time except during predetermined event times, communicated in advance

1. Running, pushing, wrestling, or causing undue disturbance in or about the pool area will not be tolerated. Spitting of water and similar unhygienic acts will not be permitted in the pool.
2. Prolonged underwater swimming, breath-holding or games including such behavior is prohibited.
3. All trash must be disposed of in a trash container.
4. No outside beverages may be brought into the pool area
5. All personal injuries, however slight, must be reported to the lifeguard.

rules and etiquette are as follows:

1. Players must wear clean, indoor-only, non-marking, soft-soled shoes.
2. Gymkhana will take responsibility to enforce proper conduct of players and visitors.
3. Gymkhana reserves the right to disallow visitors.
4. **Setup must be completed for all courts prior to any badminton play.**
5. Matches are limited to one game maximum 20 minutes whichever is earlier after which the players must vacate their court and wait for their next turn to play. Games must follow the Rally Point System (21 points).
6. After you finish your match, **please return game shuttles to designated court shuttle container (if available). Removal of game shuttles other than for game play on the designated court is not permitted.**
7. No singles games allowed when there are players waiting to play doubles.
8. Swearing or use of other abusive language is absolutely not accepted. Depending on the severity of the situation, offenders may be asked to vacate the Badminton Court immediately.
9. Players must vacate the Badminton Court by the scheduled end time for the booking.
10. Players must vacate the SCHOOL/FACILITY no later than 10 minutes after the scheduled end time for the booking.
11. On court warm up time is restricted to 3 minutes.
12. **Players must not communicate issues/questions/comments directly to staff. All issues/questions/comments should be brought to an Executive.**

Gymkhana uses a [court waiting system](#) to ensure all players have equal and fair access to the courts. Please ensure that you familiarize yourself with the system.

## Court Waiting System

GYMKHANA uses a court waiting system to ensure all players have equal and fair access to the courts. The waiting system also encourages players of different skill levels to play together.

The rules of the waiting system are simple. All players must abide by the rules of the waiting system. Members who violate these rules will have their **club membership suspended for three months with no refund.**

The waiting system brings order to an otherwise potentially chaotic situation. Your cooperation in helping the waiting system work is most appreciated. We welcome any suggestions to further improve the waiting system.

# Default Court Waiting System

Unless otherwise noted, GYMKHANA will use the following system:

- A player who wishes to be in queue for a court puts his/her racquet into one of the boxes. Maximum 1 racquet in the wait queue per player. **A player is absolutely not allowed to reserve a spot for another player.**
- A player already playing on a court cannot be waiting in queue at the same time. In other words, a player already playing on a court cannot have a racquet in any of the boxes.
- Players are free to choose which box they want to put their racquet in. Maximum 4 racquets per box.
- Do not arbitrarily move another player's racquet from one box to another without the player's consent.
- Players who wish to play together can choose to have their racquets put into the same box.
- When there are other players waiting, only groups that have assembled 4 players can go on to a court. It is up to the players to make sure they have a foursome assembled before their turn to play is up.
- A group with an incomplete foursome will lose its turn until the group has completed its foursome. An incomplete group may ask any of the players coming off the court that the group is going on to join the group.
- Players are free to withdraw their racquet from a box. When withdrawing from a box that has 4 racquets in it originally, the player withdrawing the racquet should work with the rest of the group to find a replacement. However, a player cannot withdraw his/her racquet from a group which is in the process of going on to a vacant court as this will render the group incomplete and prevent the group from going on the available court.
- A player has the right to join any waiting box that has 3 or fewer racquets.
- The group going onto an available court should move the "next available" marker from its box to the next higher-numbered box (or back to box 1 if at the highest numbered box).