

Terms & Conditions

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Bintang Playhouse Family playhouse Membership Terms & Conditions and Code of Conduct

These Terms & Conditions set out the Membership terms of use of our Bintang Playhouse Family playhouse between Members and Bintang Playhouse, and governs the Code of Conduct of Members when accessing the Bintang Playhouse Family playhouse premises and services provided.

- 1. About Bintang Playhouse Family playhouse**

The family playhouse at Bintang Playhouse is a private space for playhouse members and their guests to enjoy. Access to the hotel areas & facilities is strictly for member families and their guests only. In Malaysia, our Bintang Playhouse is currently located at Hotel Royal Signature and is operated by Bintang Playhouse

(Malaysia), a company registered in Malaysia. Terms of membership for Bintang Playhouse Family playhouses are governed by the terms & conditions set out by the respective operators of the subject playhouse.

2. Membership Terms and conditions

The parties to any agreement made shall be (1) Bintang Playhouse (the operator / us) and (2) you, whose details are set out in your application form (member /You/ Your). By completing, signing and submitting your application form for membership, you confirm that you have read and understood our terms and conditions (which also includes our privacy policy), set out in this agreement, and agree to be bound by them.

3. Our contract

- 3.1.** This, along with any other documents referred to in these terms and conditions form the terms of the agreement between the operator and you (the member). It is the responsibility of the member to read the terms with care prior to signing up to become a member.
- 3.2.** All memberships are conditional upon agreeing to the terms and conditions, however, membership is granted on a discretionary basis. Bintang Playhouse shall have sole discretion over who is and is not accepted as a member of Bintang

Playhouse. Membership is not accepted until approval has been given by the Playhouse Manager.

4. Membership Application process

- 4.1.** Prospective members are required to complete an application form when enquiring to become a member. Those eligible for membership are the parents (or guardians) of their children, which may include grandparents, immediate family members of parents, household helpers, and any other adult specifically authorised as guardians by the parents of children.
- 4.2.** All details provided in the application (including names, address and email) must be correct at the time of the application and it is the responsibility of the member to ensure these details are up to date at all times. If details change, members must provide the playhouse with updated contact information at the earliest opportunity.
- 4.3.** Bintang Playhouse will use the personal details and information submitted to contact members only as per the purpose set out when collecting the personal details and information when collecting the data from members unless otherwise informed to the members prior to usage for a different purpose.

- 4.4. Prospective members agree when making an application that they are committing for a 12 month period and commit to paying all fees during this period.
- 4.5. The decision of Bintang Playhouse whether or not to approve any membership application shall be final and shall not be opened to question by any Member. Bintang Playhouse shall not be required to give any reason for any such decision.

5. The Membership Term

- 5.1. The Membership Agreement shall begin on the Commencement Date and shall continue for a period of twelve full months (12) months (the “Initial Term”). Following the Initial Term, the Membership Agreement shall automatically renew on a recurring basis for a further period of 12 months (the “Renewal Term(s)”) until terminated.
- 5.2. Where a single ‘Annual Payment’ was made for the Membership, Bintang Playhouse will contact the Member prior to the expiry of the 12-month period to ask if the Member wishes to renew the Membership for another 12 months. Further single ‘Annual Payments’ must be made prior to each annual renewal of the Membership. All ‘Annual Payments’ are subject to change in accordance with paragraph 6.4 below.
- 5.3. Bintang Playhouse may give written notice to any particular member, on or before the end of the

Initial Term or the relevant Renewal Term, to terminate this Agreement at the end of the Initial Term or the relevant Renewal Term, as the case may be.

- 5.4.** Where an Annual Payment is made, a member may terminate this Agreement by providing no less than 30 days advance written notice to the Playhouse Manager with such notice to be effective from the final day of the following full month or a Renewal Term.
- 5.5.** If Membership is paid by Instalments, members can cancel their Membership by providing written notice with not less than 3 months' notice, any time after the end of the first 9 months of their Membership (thereby completing the minimum membership term of 12 months).
- 5.6.** This Agreement will end on the End Date and the Member will have no right to continue using any private areas of the playhouse after that date.
- 5.7.** At the End of the Membership Term the Member's access to the member app will be terminated or converted to a "b_friend" tier with restricted access to the services or Playhouse premises.

6. Fees & payments

- 6.1.** The Member must pay the Fee to Bintang Playhouse either as a single, Annual Payment by direct debit or recurring charge through a payment method prescribed by Bintang Playhouse, in

advance on the first day of each calendar month. All fees must be paid without deduction or set off.

- 6.2.** Bintang Playhouse may send all invoices to the Member electronically. Invoices shall become payable within seven days of issue and for the avoidance of doubt the first invoice issued under this Agreement shall in any event be payable before the Commencement Date.
- 6.3.** In the event that Additional Services are provided by Bintang Playhouse, the Member shall pay the applicable Additional Fees and applicable taxes. Additional Fees shall be invoiced and paid in full in advance of the provision of any Additional Services.
- 6.4.** Bintang Playhouse reserves the right to increase the Fee from the start of each Renewal Term and shall provide members with 60 days of notice of any increase. Under no circumstances will the fee for any one month be less than the fee for the immediately preceding month.
- 6.5.** Bintang Playhouse reserves the right to amend the Fee from time to time. Bintang Playhouse will use best endeavors to notify members of any changes no less than 60 days in advance of any changes taking place. In no circumstances will the fee for any one month be less than the fee for the immediately preceding month. Unless otherwise specified the changes will take place on the 1st of the following month. Upon notification of any

changes the member has 14 days to submit a written request to terminate their membership.

- 6.6.** Membership will not be deemed to be accepted until the one-time non-refundable joining fee has been collected.
- 6.7.** Membership will begin on the effective date agreed with members on their 1st month of the members' intake, with payment being taken on the same calendar day of the subsequent month going forward.
- 6.8.** Registration fee's & membership Fees are non-refundable. Bintang Playhouse reserves the right in its absolute discretion to refuse any application for Membership as per 4.5 above.

7. Termination

- 7.1.** Bintang Playhouse may terminate this Agreement immediately if: (a) the Member does not pay the Fee within seven days following the due date (whether formally demanded or not); or (b) the Member (including here any person at the Playhouse with the Member's express or implied permission) is in breach of any of his or her obligations under this Agreement. In either case, the Member acknowledges and agrees that access to Playhouse and other Activities may be denied. In addition, if a member cancels their direct debit or recurring payment arrangement or it

becomes inactive, Bintang Playhouse is under no obligation to continue to provide membership services or benefits to that member, and the member acknowledges and agrees that access to Playhouse and other Activities may be denied.

- 7.2.** If Bintang Playhouse has genuine concerns that any act or omission of the Member has or might reasonably have the effect of damaging the reputation of Bintang Playhouse and/or its group companies, affiliates, directors and owners, Bintang Playhouse may terminate this Agreement by serving one month's written notice to the Member.
- 7.3.** If this Agreement is terminated under any of the provisions of this clause 7, such termination is without prejudice to the rights and remedies of either party in respect of any prior breach of any obligations under this Agreement, including the obligation to pay for any Additional Services.
- 7.4.** For the avoidance of doubt, Bintang Playhouse in its sole discretion, has the right to terminate the membership of any member, at any time, for any reason, or for no reason.

8. Use of our Playhouse

Membership grants access for all named members to Bintang Playhouse, subject to prior agreement by the local playhouse team. Reciprocal playhouse access,

including any terms & conditions of access, may change as Bintang Playhouse grows and members will be updated accordingly from time to time.

8.1. Access to the Playhouse is only permitted during operational hours of each respective playhouse, and these times may vary from time to time.

8.2. Family playhouse membership allows access for up to 6 named members of your family. Each Member as part of their membership will be entitled to bring their spouse, children, grandparents & helper.

8.2.1. Guest Access

8.2.1.1. Family playhouse membership allows for a limited number of guests per year with a maximum of 2 adult and 2 child guest pass allocations per month, per membership, subject to available space at the Playhouse premises. Please speak to our membership services team should you wish to purchase further guests passes & guest access to the outdoor areas.

8.2.1.2. The Playhouse has the right to further limit this number or refuse entry to any individual at any time. Guests are not permitted to be in the Playhouse at any time without being accompanied by a member.

8.2.1.3. A Member shall at all times be responsible for the conduct of their Guests in the Playhouse and must ensure both they and their guests leave the premises quietly without disturbance to close neighbours and settle all sums due prior to departure.

8.3. When accessing the Playhouse, all Members must:

8.3.1. Present their Identification Card

8.3.2. Conduct themselves in a manner suitable for a family environment and act accordingly in line with our code of conduct. This covers the use of offensive and or abusive language.

8.3.3. Comply with all policies in place.

8.3.4. Comply with any management instructions at all times and ensure every team member is treated with courtesy and respect.

8.3.5. Respect the privacy of all other Members including guests, as well as all employees and contractors.

8.3.6. Not take photographs of any other Member or any other Member's guests or children without prior consent.

8.3.7. Not bring any animals or pets into the playhouse except where required for the provision of medical assistance or with the prior consent of the Playhouse Manager as per the Playhouse rules.

- 8.3.8.** Not to bring any food or drink into the Playhouse with the exception of provisions for babies under 12 months of age.
 - 8.3.9.** Not to take any items from the Playhouse, this includes books, toys and craft items.
 - 8.3.10.** Settle all bills before leaving the Playhouse – there is no credit available and there will be no provisions for accounts.
 - 8.3.11.** Not use IT equipment (phones, laptops tablets) whilst in a class or group activity, or when a management team member has asked for the IT equipment to be put away.
 - 8.3.12.** Not use the Playhouse address as a business postal address or registered office address.
 - 8.3.13.** Not engage in any activity within the Playhouse which is illegal, or which may be or become a nuisance, annoyance, inconvenience or disturbance to the Operator or to other members.
 - 8.3.14.** Not smoke anywhere within the grounds of the Playhouse.
 - 8.3.15.** Comply with all applicable laws and regulations.
- 8.4.** Acknowledge and accept that from time-to-time the Operator may have to close the Playhouse(s) (or certain areas of the Playhouse). The Operator will endeavor to provide Members with as much

notice of any such closures as possible and are not obliged to compensate members monetarily for any closures.

8.5. Every member of the Playhouse shall be entitled to use and enjoy (in common with the other members of the Playhouse) the Playhouse premises and the facilities therein provided for the use of the Member, but shall not by reason of their membership be under any financial liability other than for the payment of their joining fee and annual/monthly subscription, and for the consumption of goods and services.

8.6. A Member shall not:

8.6.1. Use the Playhouse for the purposes of any trade or in a manner prejudicial to the Owner's interest; or

8.6.2. Conduct themselves in a manner likely to cause discomfort, inconvenience or annoyance to other members, or behave in such a manner as to bring the Playhouse into disrepute.

9. Classes/Camp/ Activities

9.1. Additional classes, camps & activities will be organized. Activities or classes that fall outside of the membership entitlement will be charged for.

9.2. Participation in any additional classes, camps or activities must be booked and paid for in advance (a minimum 24 hours unless otherwise stated).

Prices will vary depending on content and activity and all prices will be displayed on the website.

- 9.3.** Classes, camps or activities may be limited to members only and guest participation may be refused.
- 9.4.** It is a requirement to attend booked classes. If circumstances arise that mean a member is unable to attend activities, they must notify the playhouse immediately. If the cancellation is made less than 24 hours before the event, refunds will not be made and/or credits will not be applied to a member's account.
- 9.5.** Persistent cancellations of classes, camps or activities may result in a membership being terminated.
- 9.6.** Classes, camps or activities may be conducted off-site. If this is the case members will be notified at the time of booking. All reasonable precautions will be taken to ensure the safety of participants, but members acknowledge that they have assumed the risk for any loss or injury that may occur to Members, their children or guests during these off-site classes, camps or activities.
- 9.7.** When registering for classes, camps or activities members must ensure that they are contactable and that all details are up to date as per 5.2 of the terms and conditions.

10. Entertainers, party executors, and contractors

- 10.1.** During the normal management of the playhouse we will hire either on a temporary, or permanent basis people to run, assist with or create camps, classes, activities or parties.
- 10.2.** All measures will be put into practice to ensure the suitability of anyone hired, which may include an interview process, reference checks, and any other pre-employment checks in line with general human resources practices whether directly by Bintang Playhouse or through our employment agencies and/or vendors as applicable.
- 10.3.** In line with 9.4.5 of the terms and conditions the privacy of any entertainers, party executors, and contractors must be respected, and as such, they must not be contacted outside of the playhouse.
- 10.4.** Whilst every effort and reasonable care is made by Bintang Playhouse to give satisfaction to Members by requiring reasonable standards of skill, talent, integrity and reliability from entertainers, party executors, and contractors, Bintang Playhouse is not liable for any loss, expense, damage or delay arising from any failure to provide an entertainer, party executor or contractor for part of any Activity, for any accidents or damage to property, or for any perceived lack of skill of the entertainers, party executors, and contractors. For the avoidance of doubt, Bintang Playhouse does not exclude

liability for death or personal injury arising from its own negligence.

- 10.5.** Employees of Bintang Playhouse will not be permitted to undertake paid or unpaid employment with a member without prior consent. Consent will not be withheld unreasonably; however, it is Bintang Playhouse's responsibility to ensure compliance with statutory obligations. Employees are not permitted to engage in any form of employment which are similar to, or competitive with Bintang Playhouse, or activities or employment that could impact their ability to act in the best interest of the company at all times.

11. Wifi

- 11.1.** Wifi is available in all our locations and is a free service, however, is strictly made available for legal activities that are in line with our IT acceptable use policy.
- 11.2.** Whilst Bintang Playhouse has taken reasonable technological measures to provide secure wifi usage at our premises, there are security, privacy and confidentiality risks inherent in wireless communications and technology and users will accept such risks in connection with the use of the wifi services. Bintang Playhouse shall not be liable for any and all loss or damage caused by or in connection with the use of the wifi services by Members and their guests on the Playhouse premises.

12. Conditions and restrictions

- 12.1.** Membership is subject to availability at the time of application and is discretionary as per 4.2 in the terms and conditions.
- 12.2.** The Members (spouse, children, grandparent, helper) and any guests are responsible for themselves, their compliance with all policies, terms, and rules, as well as all belongings at all times while at any playhouse, or during any classes, camps or activity, including those conducted off-site.
- 12.3.** Members (spouse, children, grandparent, helper) are responsible for the supervision of their children and any children that are their guests at all times whilst at the playhouse, other than while attending pre-booked classes, camps or activities.
- 12.4.** Bintang Playhouse is not responsible for any accidents, injuries, theft of property or perceived wrongdoing whilst at the playhouse.
- 12.5.** In order to maintain a healthy environment for all members (spouse, children, grandparent, helper) and visitors, members must not attend the playhouse if unwell and must leave immediately if they become unwell whilst on site.
- 12.6.** By signing the terms and conditions of membership, members acknowledge that the Playhouse is a safe and suitable space for families. Members further acknowledge that they

have voluntarily assumed the risk of such losses and waive any claims against the Operator for such losses.

- 12.7.** Members warrant that it is authorised to give legal consent for their children as the parent or the person in loco parentis of the children.

13. Complaints

- 13.1.** Bintang Playhouse staff aim to be polite, helpful and sensitive to all Members' needs and requests, and shall endeavour to deliver the services to their best ability during the Members' visit to the Playhouse premises. If a member (spouse, children, grandparent, helper) has a complaint of any kind, please feel free to contact us at bintangplayhosue@antara.my.
- 13.2.** Bintang Playhouse respectfully requests Member(s) not to personally confront or reprimand the Playhouse staff should there be any situation which Member(s) consider inappropriate or unpleasant behaviour by the Playhouse staff, whether due to a misunderstanding or otherwise so that Bintang Playhouse can handle the situation appropriately with the affected staff. It should be noted that Bintang Playhouse will not tolerate any aggressive behaviour to Playhouse staff and may require Members(s) to be removed from the Playhouse premise in case of any unacceptable behaviour by any Member.

14. Expulsion and Suspension of Membership

- 14.1.** If in the opinion of Bintang Playhouse, any Member or any Guest for whom the Member is responsible, has committed a breach of any of these Terms & Conditions and Code of Conduct; or any Member is found to be guilty of any conduct or behaviour or any act which renders him/her unfit for membership of the playhouse or is detrimental to the interests, character, or reputation of the Playhouse, Bintang Playhouse may at a time which it deems appropriate (i) expel such Member from the Playhouse at such time, the Member will immediately cease to be a Member thereof; and/or (ii) suspend the Member from membership and/or from all rights and privileges of membership of the Playhouse (including but not limited to the use of all facilities of the playhouse) and/or disallow him/her or its nominee from being present at the playhouse Premises for such period as the Bintang Playhouse sees fit.
- 14.2.** Before exercising such expulsion and suspension, Bintang Playhouse will seek to clarify and may give notice in writing or orally to the Member concerned and may invite him to make representations either orally or in writing in respect of the matter of the complaint. Bintang Playhouse may thereafter consider any such representations

received and may proceed to consider the matter under Clause 15.1 above.

14.3. If a membership is suspended, neither the Member nor the nominated individual shall be permitted, for the duration of the suspension, to use the facilities of the playhouse, or exercise any other rights of membership, but shall continue to be liable for all subscription fee and all other sums due and payable by such Member to the playhouse.

14.4. If a membership is terminated by the playhouse for any reason, then all Joining Fees, and Subscription Fees are considered non-refundable, including the subscription fees for the month in which Termination occurs. In addition, Termination of a membership does not absolve the Member of the responsibility to settle the fees payable up to the Termination date (including the month of termination).

15. Reciprocal playhouse Arrangements

Bintang Playhouse may enter into reciprocal arrangements with other private members' playhouses on such terms as it shall decide from time to time and any such arrangements may be terminated or modified by Bintang Playhouse at any time. Such arrangements (if any) will be communicated to members.

16. Members' Rights and Liabilities

All Members and guests shall comply with these Code of Conduct of the Playhouse and all other regulations

promulgated and amended from time to time. The rights and privileges of a Member shall be person to himself/herself. Except permitted by these Terms & Conditions and Code of Conduct, each Member shall not, by his/her own act or by operation of law:

- 16.1. Transfer, assign, let, or otherwise dispose of any of his/her rights and privileges in the Playhouse; or
- 16.2. Charge or mortgage the rights and privileges of his/her membership, or solicit or accept any money or money's worth or other valuable consideration of any description whereby the rights of his/her membership may be transferred, assigned let or otherwise disposed of or affected.
- 16.3. The rights and privileges of a Member shall be ceased upon his/her ceasing from any cause to be a Member of the playhouse.
- 16.4. The playhouse Premises and all facilities, fixtures and fittings are assets of Bintang Playhouse. A Member shall not, by reason only of his/her membership, be under any financial liability to the playhouse except for payment of his/her subscription, and any other sums due or levied under these Rules. A Member shall not by reason of his/her membership have any proprietary rights, interest, benefit, title, or claim whatsoever to or against or in respect of Bintang Playhouse, the playhouse, and/or any other person or their respective monies, properties, assets, and undertakings whatsoever whether during the

existence of the playhouse or upon or after its dissolution.

- 16.5. All Members shall be liable for all the acts, omissions, neglects, and defaults (directly or indirectly) of their goods selves and their guests. The Member is responsible for all damage caused by accidental, negligent or wrongful acts by the Member, the Member's children or the Member's guests and invitees. The Member agrees to replace, at its own expense, or to reimburse Bintang Playhouse for, all losses, breakage or damage caused by accidental, negligent or wrongful acts by the Member, the Member's children or the Member's guests and invitees.
- 16.6. Each Member shall indemnify and keep indemnified Bintang Playhouse against any costs, claims or liabilities incurred by Bintang Playhouse as a result of any breach of these Terms & Conditions by the Member.
- 16.7. Each Member shall indemnify and keep indemnified Bintang Playhouse in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of any accidental, negligent or wrongful acts by the Member, the Member's children or the Member's guests and invitees.
- 16.8. It is expressly understood that Bintang Playhouse shall not be responsible for any liabilities, claims, damages, costs or expenses (including without

limitation product liability claims) arising in connection with the delivery, condition and consumption of any food or beverages (“External F&B”) brought onto the playhouse’s premises. The Member shall fully and completely indemnify Bintang Playhouse in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the delivery, condition and consumption of any External F&B brought onto the playhouse’s premises, whether by the Member, the Member’s children or the Member’s guests and invitees, and in respect of all costs and charges in connection therewith whether arising under statute or common law. Such indemnity shall be applicable regardless of (a) whether Bintang Playhouse and the Member have each consented to, or have knowledge of, such External F&B being brought onto the playhouse’s premises; and (b) whether such External F&B was brought onto the playhouse’s premises by the Member or a third party.

- 16.9. To the maximum extent allowable by law, Bintang Playhouse shall not, in the performance of its obligations hereunder, be liable to the Member for any act or omission (whether tortious or otherwise) or any of Bintang Playhouse’s employees, agents or representatives, except to the extent such liabilities, obligations, claims, costs and expenses

arise out of or are caused by the wilful misconduct, gross negligence or bad faith on the part of Bintang Playhouse. To the maximum extent allowable by law, any liability of Bintang Playhouse hereunder shall be limited to the total of all amounts paid by the Member to Bintang Playhouse in respect of the Membership and the use of the playhouse (excluding any damages paid by the Member pursuant to paragraphs 16.5, 16.6, 16.7 and 16.8).

16.10. Members shall not be entitled to use any of the facilities of the playhouse or have any rights or privileges of membership or the right to receive membership cards until they have complied with all the conditions set out in Clause 7.

16.11. A copy of these Terms & Conditions and Code of Conduct can be found on the playhouse website. Bintang Playhouse reserves the right to make changes to the Terms & Conditions and Code of Conduct from time-to-time in accordance with the intention of the playhouse.

17. **Force Majeure**

In the event of force majeure, which shall mean an event beyond reasonable control of Bintang Playhouse, including without prejudice to the generality of the foregoing, any incident of war, civil commotion, governmental or administrative action, governmental acquisition, strike, lockout, lockdown, flood, drought, famine, natural disaster, pandemic, act of terrorism, or

act of God, which shall persist for a period of six months (either consecutive months or intermittent periods of disruption over a 12-month period) and results in the whole or any part of the playhouse premises or facilities being made substantially unusable or un-accessible, Bintang Playhouse may suspend membership of the playhouse or cease operations without any liability to the Members. Any termination of Membership under these circumstances shall cause the memberships to lapse and no such Member or nominated individual shall have any claim against Bintang Playhouse in respect thereof.

18. Transfers, Assignment and/or Restructuring

If the operator of the playhouse is changed during the period of membership due to business or corporate restructuring including but not limited to shareholding transfers, mergers, or assignment of operation rights, Memberships shall be automatically transferred to the new operator and/or owner and/or assignee as long as the membership benefits and facilities offered to Members remain substantially unchanged or altered in material form.

19. Amendments

Bintang Playhouse has the right at any time, without reference to any member:

- 19.1. To amend, cancel, or add to any of the terms of these Terms & Conditions and Code of Conduct.

19.2. To formulate any other regulations relating to the affairs relevant to these Code of Conduct and other affairs relevant to the playhouse.

20. **Interpretation**

Bintang Playhouse shall be the sole authority as to the interpretation of the Code of Conduct of the playhouse.

21. **Governing Law**

These Terms & Conditions and Code of Conduct shall be governed by and shall be construed in accordance with the laws of Malaysia.