



kindhood

Membership Terms and Conditions

MEMBERSHIP TERMS OF USE – Version 03/2024

1. Information about the Club

1.1 We, Kindhood (“we”, “Kindhood”, “Kindhood Club” or “the Club”), offer membersclub for parents providing a friendly environment for paying members (“Members”) and their children to visit and enjoy. The Club may also provide certain facilities to non-members. Accessto the Kindhood Club in Hong Kong and use of the Kindhood facilities and services byMembers (Membership) are governed by these terms of use.

1.2 Multi Workshop Limited is a company registered in Hong Kong.

1.3 Please find out more about Kindhood by visiting our website, www.kindhood.hk

2. Our Contract

2.1 This document (together with the documents referred to in it) sets out the Membership terms of use between Members and Kindhood (the “Terms”). Please read these Terms carefully before signing up to become a Member. By signing and submitting the Application Form to the Club, you indicate that you accept these Terms and our Privacy Policy and agree to be bound by them.

2.2 Membership is conditional upon and subject to each Member agreeing to these Terms and our Privacy Policy and such revision/amendments thereto from time to time made by the Club in its absolute discretion.

3. Membership

3.1 The Membership of the Club shall consist of (i) Personal Members and (ii) Corporate Members and (iii) such other class or classes of Membership as the Club may in its absolute discretion create. For the purpose of the Terms, the expression, ‘Member’ shall, unless otherwise specifically stated, include Personal Members, Corporate Members, Corporate Nominees, holders of Restricted Memberships (if any) and members of such other class or classes of Membership as the Club may in its absolute discretion create. Each class of Membership may be subject to such other terms and conditions, restrictions and limitations as the Club may in its absolute discretion from time to time impose.

3.2 The maximum number of Personal Members and Corporate Members shall be determined from time to time by the Club in its absolute discretion.

3.3 Personal Members

3.3.1 Personal Members shall cover (i) the person signing up, hereafter known as the Lead Member; (ii) his/her lawful spouse (as defined in the Married Persons Status Ordinance (Cap. 182



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of the Laws of Hong Kong) which spouse (lawful spouse) will hereinafter be called "Spouse Member"), and (iii) the biological child(ren) of (i) and (ii), as notified to and stated in the Application Form submitted to the Club during the application process provided that the Membership of the child(ren) mentioned in (iii) above shall cease once he/she attains the age of 16 and provided further that the Membership of the person mentioned in (ii) above shall cease once he/she ceases to be the lawful spouse of the person mentioned in (i) above.

3.3.2 All Personal Memberships are non-transferable and shall expire upon (i) the death of the Lead Member, (ii) termination of the Lead Membership (whether under these Terms or otherwise); or (iii) cessation of operation of the relevant Club(s), provided that in case of (i), the lawful spouse of the Lead Member may, subject to these Terms, choose to continue with the Membership and abide by all the terms as if he/she was the Lead Member.

3.3.3 Personal Membership shall have six (6) categories: (i) Full Membership (All Day), (ii) Full Membership (Weekdays only), (iii) Annual Membership (All Day), (iv) Annual Membership (Weekdays only), (v) Summer Membership and (vi) Winter Membership. Full Membership (All Day) and Full Membership (Weekdays only) shall be collectively referred to as "Full Membership"; and Annual Membership (All Day) and Annual Membership (Weekdays only) shall be collectively referred to as "Annual Membership".

3.3.4 The initial term of the Full Membership shall be one (1) year and the Full Membership will roll over on a month-to-month basis upon expiry of the aforesaid initial term, subject to the payment of the monthly fee by the Full Member and the satisfaction of such other conditions as imposed by these Terms and the Club from time to time.

3.3.5 The term of the Annual Membership is one (1) year and it shall be automatically expired after the contract period.

3.3.6 Summer Membership is only available for 1, 2 or 3-month duration and it shall be automatically expired after the contract period.

3.3.7 Winter Membership is only available for a 1-month duration and it shall be automatically expired after the contract period.

3.4 Corporate Members

3.4.1 A Corporate Member may nominate such number (as specified by the Club in the relevant package purchased by such Corporate Member) of staff, whether its director, partner, officer or employee, as its Corporate Nominees.

3.4.2 Each Corporate Nominee contract shall run for a minimum of 12 months from the date of signing up. The Club reserves the right not to process any nomination application which is made within a period of 12 months from the date upon which the last nomination by the same Corporate Nominee is approved.



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3.4.3 In respect of a Corporate Nominee, the relevant Corporate Member may (subject to payment of such administrative fees as from time to time prescribed by the Club in its absolute discretion) apply to the Club to cancel the nomination and/or re-nominate another staff to replace him at any time. If the first 12-month contract of such outgoing Corporate Nominee has not yet been completed and the Corporate Member still decides to cancel the nomination and renominate another staff to replace him, the Corporate Member will be obliged to pay up in full the monthly fees for the period remaining up to the end of that first 12-month contact period (i.e. of the outgoing Corporate Nominee). The monthly fees for the incoming Corporate Nominee will become due from the sign-up date, and the nomination of such incoming Corporate Nominee shall be subject to a fresh 12-month contract. The 12-month contract for the incoming Corporate Nominee will not commence unless and until the outgoing Corporate Member has paid up in full the monthly for the remainder of the 12-month period of the outgoing Corporate Nominee. If the first 12-month period of the outgoing Corporate Nominee has passed but there are any outstanding monies owed by the outgoing Corporate Nominee to the Club, then the 12-month contract for the incoming Corporate Nominee will not commence unless and until such outstanding monies owed by the outgoing Corporate Nominee to the Club have been fully paid.

3.4.4 Application for cancellation of nomination and re-nomination mentioned in 3.4.3 above shall be subject to a payment of such administrative fees as from time to time prescribed by the Club in its absolute discretion. All such cancellations and/or re-nominations shall be subject to the prior approval of the Club in its absolute discretion. Without prejudice to the generality of the foregoing, if there are any payments, fees and/or charges due and payable to the Club by the outgoing Corporate Nominee, the Club shall not approve any proposed cancellation and/or renomination unless and until such outstanding payments, fees and/or charges have been fully paid.

3.4.5 An approved Corporate Nominee shall have the same rights to use the facilities of the Club as a Personal Member. Membership of a Corporate Member shall cover (i) its approved Corporate Nominee; (ii) the lawful spouse of (i) above; and (iii) the child of (i) and (ii) as notified to and stated in the Application Form submitted to the Club during the nomination process provided the Membership of the child mentioned in (iii) above shall cease once he/she attains the age of 16 and provided further that the Membership of the person mentioned in (ii) above shall cease once he/she ceases to be the lawful spouse of the person mentioned in (i) above.

3.4.6 In the event of the death of any of the Corporate Nominees, the Club may (but is not obliged to) in its absolute discretion accept (subject nevertheless to these Terms) the transfer of the Membership from the outgoing Corporate Nominees to his/her lawful spouse if such lawful spouse is able to prove to the satisfaction of the Club that he/she is a director, partner, officer or employee of the same Corporation (i.e. the holder of the relevant Corporate Membership). Otherwise, the relevant Membership shall be terminated. In any event, the relevant fees remain payable upon the death of the Corporate Nominee until a fresh Corporate nomination is accepted by the Club as aforesaid.

3.4.7 Corporate Memberships shall expire upon (i) the death of the Corporate Nominee subject to 3.4.6; (ii) termination of the Membership (whether under these Terms or otherwise); or (iii) cessation of operation of the relevant Club(s).



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3.4.8 Membership of a Corporate Member is transferable on payment of such transfer fee (transfer fee) to the Club and completion of such Application Form both as from time to time prescribed by the Club in its absolute discretion. All transfers shall be subject to the prior approval of the Club in its absolute discretion and if such approval is granted, shall be subject to such conditions and requirements as the Club may in its absolute discretion impose. Without prejudice to the generality of the foregoing, if there are any payments, fees and/or charges due and payable to the Club by the outgoing Corporate Member, the Club shall not approve any proposed transfer of membership unless and until such payments, fees and/or charges have been fully paid.

3.4.9 Subject to other conditions and requirements as imposed by the Club in its absolute discretion, no proposed transfer of a Corporate Membership shall be approved by the Club unless (i) the amount of the purchase price of the Membership concerned paid or payable by the incoming holder of the Membership to the outgoing holder of the Membership is disclosed to the Club in writing and (ii) full payment by the incoming Corporate Member of the transfer fee.

3.4.10 The Corporate Member shall be responsible to the Club for such acts neglects omissions and default of (i) any of its Corporate Nominees; (ii) the lawful spouse of (i); and (iii) the child of (i) and (ii) as approved by the Club as if they were the acts neglects omissions or default of the Corporate Member.

3.4.11 The Corporate Member shall be responsible to the Club for any or all outstanding payments, fees and/or charges for the time including and not limited to those being owed by (i) any and all of its Corporate Nominees and (ii) the lawful spouse of (i).

3.4.12 Any Personal Member may apply to the Club to convert his existing Membership to a Corporate Membership, subject to the prior approval of the Club in writing (which may or may not be given by the Club in its absolute discretion); completion of submission of the relevant Application Form; fulfilment of the relevant application procedures for the time being in place; and payment of such approval/conversion fees as from time to time prescribed by the Club in its absolute discretion.

3.5 Memberships subject to restrictions

3.5.1 The Club may from time to time offer such class(es) of Memberships which are subject to such different restrictions and limitations as specified by the Club at the time of signing up (subject nevertheless to such modifications/changes as from time to time made by the Club) in its absolute discretion, including and not limited to restricted access (i) to one or some (but not all) branch(es)/premises of the Club and/or (ii) subject to certain times and days of the week (Restricted Memberships (if applicable)). A Member who has purchased and signed up to a certain class of the Restricted Membership (if applicable) will be required to abide by the restrictions and limitations applicable to such class of the Restricted Membership (if any) and these Terms.

3.5.2 Any holder of a certain class of the Restricted Membership (if applicable) may apply to the Club to upgrade its existing Membership to any other classes of Membership, subject to the prior approval of the Club in writing (which may or may not be given by the Club in its absolute



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discretion); completion of submission of the relevant application form; fulfilment of the relevant application procedures for the time being in place; and payment of such approval/upgrade fees as from time to time prescribed by the Club in its absolute discretion.

3.6 International Passes

3.6.1 Subject to availability and the relevant local terms and conditions of the overseas club(s), the Club may offer the Members to purchase international passes whereby the purchasing Members shall, subject to the terms and conditions of the international passes, have the right to visit and enjoy some of the services provided by some overseas Kindhood club(s).

4. Application process

4.1 Each Member is required to complete such application form and pay such fees as from time to time prescribed by the Club in its absolute discretion when signing up to become a Member.

4.2 Each Lead Member will designate his or her lawful spouse to be the Spouse Member. In case of any dispute, the Lead Member remains responsible for the Membership in relation to these Terms.

4.3 Each Member shall procure that all information and details provided in his or her application to the Club (including name, address, telephone number and email) are accurate and shall promptly update the Club in case of any changes. Each Member will assign a Lead Contact (either parent) who will be Club's main contact point.

4.4 Any communication by the Club to a Member in connection with these Terms and/or his/her Membership shall be deemed to have been validly given to such Member if such communication is sent to the email address submitted by the Member as the Lead Contact on the application form.

4.5 Each Member shall be required to provide updated information in relation to contact details such as email, telephone, and address, his/her lawful spouse and their child(ren) who have been approved by the Club to have access to the facilities of the Club. All information supplied by a Member shall only be used in accordance with our Privacy Policy.

4.6 Upon receipt of the Application Form, the Club will conduct a screening process to determine whether the applicant meets the criteria to be admitted as a Member. The Club reserves the absolute right to refuse any application without requiring to assign any reason therefor.

4.7 Once the application is approved by the Club, an email confirming the admission of Membership will be sent to the applicant and subject to payment of Membership Fees in accordance with Clause 9 below and such further requirements as imposed by the Terms, the applicant will be admitted as a Member.

5. Use of the Club

5.1 Access



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5.1.1 Subject to 3.5.1 above, availability and such rules regulations procedures restrictions and limitations as from time to time stipulated by the relevant Kindhood Clubs in other countries, a Member may be entitled to access to some facilities or services provided by other Kindhood Clubs internationally. Members should check beforehand the availability of any such facilities or services before they decide to visit any of such Clubs.

5.1.2 Subject to 3.5.1, different classes of the same Membership may be granted such different rights to use and access to the facilities and services provided by the Club as from time to time determined by the Club in its absolute discretion.

5.1.3 For the avoidance of any doubt, a holder of the Restricted Membership (if applicable) who has purchased and signed up to a membership that restricts access including without limitation restrictions as to the time and day as from time to time stipulated and or changed by the Club shall at all times observe and abide by those restrictions and limitations applicable to the holders of such class of the Restricted Memberships (if applicable).

5.2 Membership cards

5.2.1 The first membership card is issued to (for Personal Member) the Lead Member or (for Corporate Member) approved Corporate Nominee and shall be called the principal membership card. All other cards issued to the lawful spouse and child(ren) of (for Personal Member) the Lead Member or (for Corporate Member) approved Corporate Nominee shall be called supplementary membership cards.

5.2.2 Each Member shall be assigned a credit account number recording all payment related to his/her transactions.

5.2.3 Membership cards shall be produced on entering the Club premises and when requested by Club staff.

5.3 Opening Hours

5.3.1 Access to the Club is restricted to the opening hours of the Club as determined (and varied) by the Club in its absolute discretion from time to time.

5.3.2 The Club will be closed and the Club will cease to provide any services or facilities while a No.8 typhoon signal or higher is hoisted during the opening hours of the Club or during such period or periods of time as the Club may in its absolute discretion determine that the Club cannot be operated in a safe manner.

5.3.3 The Club reserves the right to suspend its operation (whether completely or partially) and/or the provision of any facilities or services (whether completely or partially) at any time during a year for annual maintenance or special festive holidays or otherwise.

5.4 Invited Guests



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5.4.1 The entry of invited guests under 5.4.2 to 5.4.3 below is always subject to availability, the capacity of the Club for the time being and/or the directions from time to time made by the Club staff.

5.4.2 Members may bring adults or child guests to visit and enjoy facilities and services provided by the Club subject to payment of such fees and such applicable terms and conditions as the Club may from time to time stipulate in its absolute discretion.

5.4.3 Subject to 5.4.2 above, no person will be permitted to access the Club or enjoy any of its services or facilities without being accompanied by a Member.

5.4.4 Before bringing in any guest, Members are required to give reasonable prior notice to the Club. The Club reserves the absolute right to limit or refuse entry without reasonable prior notice.

5.4.5 The Club reserves the absolute right to refuse access to the Club or any of its services or facilities to any person (who is not a Member) without requiring to assign any reason therefor.

5.5 At all times when accessing a Club, all Members must:

5.5.1 comply with, observe and abide by any rules and policies of the Club in place (such as health and safety policies);

5.5.2 comply with, observe and abide by any instructions given by the Club staff;

5.5.3 behave in a manner appropriate to the 'childfriendly' nature of our Club;

5.5.4 not use any offensive or abusive language;

5.5.5 respect the privacy of all other Members, their guests and children and not harass other Members, guests, children or staff;

5.5.6 not take photographs of any other Member or any other Members' guests or children without the prior approval of the Club in writing;

5.5.7 not use the Club for the carrying on of any business;

5.5.8 not bring any push chairs or vehicles including and not limited to prams, strollers, scooters, bicycles, etc into any venue of the Club;

5.5.9 not bring dogs or any other pets or animals to the Club;

5.5.10 not remove any items (for example, books, toys, magazines) from the Club;

5.5.11 not bring food or drink to any venue of the Club for consumption except for food or drink for babies under 12 months old;



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5.5.12 monitor and supervise all children under their care at all times, whether their own children or guests, in all areas of the Club. If a Member has assigned another adult (e.g. nannies, carers or other family members) to take care of or monitor or supervise his/her children, such Member shall ensure that such adult shall comply with this clause. The Club shall bear no responsibility for any incidents, injuries, etc, due to the neglect of the Member/adult taking care of such children.

5.5.13 not smoke anywhere in any venue of the Club;

5.5.14 not use mobile phones, laptops or tablets whilst in any class/Activity;

5.5.15 not use any visual/audio instruments, unless special written approval shall first have been obtained from the Club;

5.5.16 not conduct any private coaching or tuition on any venue of the Club;

5.5.17 not bring into any venue of the Club or exhibit any advertising materials, unless special written approval shall first have been obtained from the Club;

5.5.18 not solicit contributions or donations, lucky draws, trade or commercial exchange within any area of the Club, unless special approval shall first have been obtained from the Club;

5.5.19 not remove or damage any Club property. Members will be responsible for making good or indemnifying the Club on a full-indemnity basis against any loss or damage caused by themselves, their guests, their children or other Membership cardholders on their accounts;

5.5.20 give full attention to their personal belongings at all times. The Club shall not accept responsibility for any damage to, loss or destruction of any property belonging to Members or their guests whilst on any part of the Club premises.

5.5.21 settle their bills before leaving the Club (all payments or expenses incurred on the Club premises shall be settled by a valid membership account or credit/debit card on the same day);

5.5.22 comply with observe and abide by all applicable laws and regulations of Kindhood and Hong Kong, Special Administrative Region.

5.6 The Club shall have the right to terminate the membership of a Member if such Member is in breach of any of these Membership Terms (including without limitation the provisions of 5.5 above). For the avoidance of doubt, the Member whose membership is terminated under this 5.6 shall not be entitled to any refund or transfer of the Joining Fee and/or deposit previously paid by him or her.

6. Credits and Benefits

6.1 The Club may, in its absolute discretion, from time to time confer certain credits and benefits on Members subject to conditions of use, duration and expiry as determined by the Club and subject to changes over time. Some of the benefits may be given outright on a one-off basis, others may or may not be rolled over for a certain and fixed period, they may be allocated with or



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without expiry dates, and may be recurrent on a monthly or annual basis. Members accept these credits and benefits and agree to any terms and conditions of use and duration as absolutely determined by the Club.

7. Activities

7.1 Various classes and activities (“Activities”) may be organized for Members and other persons from time to time (Attendees).

7.2 Please note that Activities:

7.2.1 may require additional payment and if an Activity is also offered to any person other than Members, such person may be required to pay a higher or different fee;

7.2.2 may be restricted to certain class(es) of Members only; and

7.2.3 are subject to availability and such additional terms and conditions as the Club may from time to time in its absolute discretion deem appropriate. Without prejudice to the generality of the foregoing, the Club reserves the right to require a Member to produce such document or proof as the Club may in its absolute discretion deem necessary to show that a person who participates in an Activity or enjoy the services/facilities during such Activity is a Member.

7.3 All Activities must be booked at least 24 hours in advance (unless otherwise stated).

7.4 Attendees must make every effort to arrive punctually to attend Activities. The Attendees should notify the Club if they are likely to be late for more than 10 minutes. The Club and the tutors reserve the right to refuse the entry of any child into an Activity by any Attendee and/or his/her child (whether with or without advanced booking) if such Attendee and/or the child is late for more than 10 minutes after the Activity has started.

7.5 Attendees must make every effort to attend booked Activities. If for any reason, an Attendee is unable to attend an Activity, they must notify the person/staff of the Club who is in charge of the Activity as soon as possible, but in any event not less than 24 hours before the scheduled starting time of the Activity (unless otherwise stated). No request for refund is generally accepted unless the Club decides, in its absolute discretion, that sufficient notice of cancellation has been given to the Club, in which case, the Club may (but not obliged to) allocate a similar Activity to the Attendee subject to the existence of such similar Activity and the availability of such similar Activity.

7.6 Persistent cancellation of Activities by a Member may result in termination or suspension of his or her Membership.

7.7 Some of the Activities may take place outside from the venues of the Club. In such circumstance, the Club will notify Attendees in advance. Where Activities are off-site, the Club will take all reasonable precautions to ensure the safety of children who are taking part in such Activities, but Attendees acknowledge and accept that they have assumed the risk for any loss or injury that may occur to them and/or their children during these Activities.



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7.8 Attendees shall notify the Club in writing in advance of any allergy, illness or any specific requirement relating to their children's care, and Attendees shall provide prior written instructions to the Club clearly as to the reasonable needs of such children and how that care is to be provided. The Club hereby excludes all liability as permitted by law in respect of any consequences resulting from the failure of the Attendee to provide such written instructions.

7.8.1 Kindhood will endeavour to adhere to allergies which are actually known to Kindhood but will not be held liable for the reaction of any children who may or may not come into contact with allergens as a result of being present in the Club or during any activity, party or event held at the Club.

7.9 When attending any Activity, each child must be accompanied by an adult.

7.10 Each Attendee must ensure that the Club is able to contact him or her at any time during the running of an Activity, especially where the adult accompanying the child is not a Member.

7.11 Inclement weather arrangements:

7.11.1 All un-started indoor and/or outdoor Activities will run as scheduled unless otherwise notified by the Club. If the typhoon signal No. 8 or above is or remains hoisted during the opening hours of the Club, Members who have signed up for the relevant Activities may choose refund of fees paid for the Activities or the relevant credit (as the case may be).

7.11.2 Designated indoor and/or outdoor Activities may resume within 3 hours once typhoon signal is lowered to No. 1 or No. 3 at or before 12 noon, subject to further notification (if any) by the Club. Members who have signed up or registered for such Activities shall attend such Activities so resumed and shall not be entitled to cancel or refund unless they notify the Club 2 hours prior to the starting time of the relevant Activity.

7.11.3 All un-started outdoor Activities will run as scheduled unless otherwise notified by the Club. If a Black Rainstorm Warning signal is or remains hoisted during the opening hours of the Club, Members who have signed up for the relevant Activities may choose refund of fees paid for the Activities or the relevant credit (as the case may be).

7.11.4 Designated indoor and/or outdoor Activities may resume within 3 hours once the Black Rainstorm Warning is lowered to Red or Amber Rainstorm signal at or before 12 noon subject to further notification (if any) by the Club. Members who have signed up or registered for such Activities shall attend such Activities so resumed and shall not be entitled to cancel or refund unless they notify the Club 2 hours prior to the starting time of the relevant Activity.

7.11.5 Should an Activity be cancelled; the Club may (but not obliged) to allocate the Attendees with a similar Activity on another date/time, and will not be held liable if unable to do so subject to the existence and availability of such similar Activity.

8. Tutors



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8.1 The Club may (from time to time) hire certain persons to run or host events or Activities (Tutors).

8.2 The Club will endeavour to ensure the suitability of any Tutor supplied to Members and will only supply Tutors who have been selected through interview and have provided references.

8.3 Attendees shall respect the privacy of Tutors at all times and shall not attempt to contact any Tutors or cause or permit to be caused any nuisance to any Tutor at any time outside of the relevant events or Activities, or attempt to solicit the employment of any Tutors.

8.4 Whilst every effort is made by the Club to give satisfaction to Attendees by requiring reasonable standards of skills, integrity and reliability from Tutors, the Club shall not be liable for any loss, expense, damage or delay arising from any failure to provide any Tutor for all or part of any Activity or from any accidents or damage to property or lack of skill, qualifications or references of the Tutor. For the avoidance of doubt, the Club does not exclude liability for death or personal injury arising from its own negligence.

9. Payment for membership

9.1 Full Membership Joining Fees (defined in Clause 9.6 below)/Annual Membership Fees (defined in Clause 9.6 below) (as the case may be), deposits and other fees as may be required by the Club from time to time shall be payable by Members upon admission to membership, the amount of which shall be prescribed by the Club from time to time in its absolute discretion. Such Full Membership Joining Fees and Annual Membership Fees are absolutely non-refundable under any circumstances and non-transferable.

9.1.1 Without prejudice to 9.1 above, no refund of any Full Membership Joining Fee, Annual Membership Fee (defined in Clause 9.6 below) or deposit paid by a Member will be made by the Club in any circumstances even in the case of (1) such Member's voluntary termination of his/her Membership; (2) the membership of a Member is terminated by the Club; (3) the expiry of lease/tenancy of any location of the Club; (4) cessation of the Club's operation (including but not limited to rebranding of the Club) at any location; and/or (5) any failure by the Club to obtain any necessary licence, whether statutory or otherwise, to provide any service or facility.

9.1.2 If a Member defaults in payment of any fees prescribed by the Terms or the Club, breach or fail to observe his or her obligations under these Terms, the deposit may be absolutely forfeited by the Club but without prejudice to the Club's right to claim against the Member for loss and damages which the Club may incur as a result of such default or non-performance by the Member. Without prejudice to the Club's right to forfeit the deposit absolutely as aforesaid, the Club shall at its sole discretion to choose to deduct all loss and damages thereby incurred from the deposit. Refund of the deposit shall be subject to the absolute discretion of the Club.

9.2 All fees (including but not limited to the Full Membership Joining Fees, Annual Membership Fee, monthly fees, subscription fees (if any), deposits and F&B Levy (defined in Clause 9.3 below)) payable by Members (collectively



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“Membership Fees”) will from time to time be specified in the price list (as amended from time to time in accordance with Clause 9.16) and will be provided at the time of application (for reference only) and the amount payable will be provided in the email mentioned in Clause 4.7 above. Unless otherwise specified by the Club, all Memberships are for an initial period of one year and Members shall pay fees to the Club on a monthly basis in advance in accordance with Clause 9.6 and 9.8 below.

9.3 All Members except Summer and Winter Members are required to pay the minimum food and beverage charge (“F&B Levy”) in respect of each premise of the Club for their food and beverage consumption, which excludes purchases of classes, activities, private events or at the club store for the calendar month, even if the actual consumption is less than the level as determined from time to time by the Club. Summer and Winter Members are required to settle all the charges incurred at the Club by credit cards.

9.4 Full Membership will be renewed unless a formal written notice is received by the Club in accordance with the cancellation terms in Clause 10 below, and subject to the payment of the monthly fee by the Full Member and the satisfaction of such other conditions as imposed by these Terms and the Club from time to time.

9.5 Summer and Winter Membership can only commence when the joining and monthly fees are paid.

9.6 Joining Fee shall be payable upon admission of Membership.

9.6.1 A Full Member shall pay to the Club, upon admission to Full Membership, a full membership joining fee (“Full Membership Joining Fee”).

9.6.2 An Annual Member shall pay to the Club, upon admission to Annual Membership, an annual membership fee (“Annual Membership Fee”).

9.6.3 All Full Members joining after 2023 and all Annual Members shall pay to the Club, upon admission, an additional charge equivalent to one month’s Monthly Fee as staff gratuity. Such additional charge shall be absolutely non-refundable and non-transferable.

9.7 Monthly fees in respect of each calendar month shall be payable by the Member in advance.

9.8 Membership will not be deemed to be accepted unless and until the relevant fees, deposits have been paid and admission procedures have been completed to the satisfaction of the Club are received by the Club. Membership cards will be issued upon completion of the approval procedure, which includes but is not limited to (i) submission of the completed membership application form; (ii) receipt of the approval email mentioned in Clause 4.7 above and (iii) bank autopay form together with the full payment of such Full Membership Joining Fee or Annual Membership Fee (as the case may be), deposit and such other fees as prescribed by the Club from time to time in its absolute discretion.



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9.9 Monthly e-statements are issued by the Club at the beginning of each calendar month with the details of subscriptions (paid in advance), facilities usage fees, monthly fee, F&B Levy (if any), spending at the Club for the preceding month (if any) and other amounts due. E-statements are payable upon presentation and shall be settled by autopay. Statements have a footnote warning that an interest rate of 2% per month will be automatically imposed for late payment received after 30 days of the statement date and the interest amount will be incorporated in the next statement. The Club reserves the right to review the interest rate from time to time.

9.10 If payment is still outstanding for two months after the first unpaid monthly statement, all privileges of Membership will automatically be withdrawn. Any Member, whose statement, including monthly dues, remains unsettled for 30 days, shall have his or her name on the Club's suspension list. The Member will be requested to return all the Membership Cards and the Membership Cards will become invalid.

9.11 If the monthly statement remains unsettled for three months after the statement date, the Club shall have the right to terminate his/her Membership immediately, but the Member is still liable to the Club for his/her unsettled statement.

9.12 Members shall check their monthly statement as soon as it is received. The statement will be considered correct unless errors are notified in writing within 14 days of the issue of the statement.

9.13 Enquiries about the statements should be made to the Club by the holder of the principal membership card. An administration fee may be charged on enquiries involving transactions more than one month but less than three months prior to the date of the statement. Enquiries on transactions more than three months old will not be entertained.

9.14 All Membership Fees and joining fees are absolutely non-refundable and non-transferable.

9.15 The Club reserves the right in its absolute discretion to refuse any application for or renewal of Membership. For the avoidance of doubt, the Club will be under no obligation to continue to provide Membership benefits to Members if applicable Membership Fees are not paid in full when they fall due, and the Member acknowledges and agrees that access to Club and other Activities may be denied.

9.16 Please note that the Membership Fees may be subject to change from time-to-time. The Club will use its best endeavours to notify Members of any such change no less than 30 days in advance of any such change taking effect. Unless otherwise stated at the time of notification, any such changes will take effect from the first day of the month following notice by the Club. Upon receipt of notification of a change in any Membership Fees (and without prejudice to Clauses 9.1 and 9.2 above) the Member may promptly (and in any event no less than 14 days following such notification) submit a request in writing to Kindhood to terminate their Membership with immediate effect. At this stage, Members will be given the options to upgrade or downgrade their membership packages.



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9.17 Any upgrade on Membership packages will be subject to an administration fee and will commence at the start of the month and the effective date on any Membership upgrade packages will be subject to the receipt of full payment from the Member. Save and except for the terms specifically relates to the privileges and benefits of the class of Membership, any upgrades will not affect any other term of the Membership.

9.18 No approved application for any proposed downgrade in any membership packages will take effect until the expiration of the first 12-month period of the current Membership. Subject to the aforesaid, such approved proposed downgrade shall only commence subject to the receipt of full payment of all necessary fees and charges payable by the Member in connection with the approved proposed downgrade. An approved downgrade will result in a fresh 12-month term of the downgraded Membership.

9.19 All Full and Annual Members, unless a Full Member that joined before 2023 opts out in such manner as the Club may from time to time in its absolute discretion determine, shall be required to pay to the Club, on a recurring basis, at such time as determined by the Club for each and every calendar year during his/her Membership a sum equal to the prevailing monthly membership fee (if any) for the time being as a staff gratuity which will be allocated to staff in a manner to be determined by the Club at its absolute discretion.

10. Cancellation/No Suspension of Membership

10.1 A Full Member may cancel his/her Membership by providing the Club with not less than 1 month notice in writing any time after the end of the first year of his/her Membership. For avoidance of doubt, the Club shall in no event be required to refund to such Member any Membership Fee (other than deposits if applicable) previously paid by him/her or any part thereof. For the avoidance of doubt, Annual Members are not entitled to terminate their membership at any time.

10.2 The Club shall have the right to terminate the Membership of a Member with immediate effect in the event of a breach committed by such Member of any of these Terms, including with limitation, any failure to make any payment as required by any of these Terms for any reason.

10.3 No request for suspension of Membership for any period of any length (whether temporary or otherwise) made by any Member for whatsoever reason shall be permitted by Kindhood.

11. Other payments

11.1 The Club may offer Members the opportunity to purchase certain items as their benefits. Payments for any purchases shall be charged to a Member's account or a personal credit card and all transactions will appear on the monthly statement.

12. Wifi



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12.1 While the Club may offer free wifi in its venues for use by Members, his/her guests and their children. Use of the wifi is restricted to 'child-friendly' activities and any illegal activity of any kind online is strictly prohibited. Usage is also subject to the Club's fair-use policy.

13. Conditions and restrictions

13.1 Membership is subject to availability.

13.2 Members will be solely responsible at all times in the Club for themselves, their guests and their children and their respective belongings.

13.3 Members must ensure that at all times their children and their guests comply with these Terms. Members will be solely responsible for any breach of these terms by themselves, their guests or their children.

13.4 Members must not leave their children without their supervision at the Club, except where children are enrolled on or are officially attending pre-arranged drop-off Activities. In such case, Members must ensure they or the carer who is assigned by the Member to take care of his or her children must leave his/her contact details and be contactable and able to return to the Club at any time when required.

13.5 The Club shall not be responsible for any accidents, injuries or theft suffered by Members, their guests or children whilst on the Club premises.

13.6 Given the nature of the Club, it is important to ensure a healthy environment. As such, Members will not attend the Club (nor permit children or guests to attend) in the event of illness. Should a child become ill whilst at the Club, Members will remove the child from the Club as soon as possible. If Members or guests become ill whilst at the Club, they should leave and will be asked to leave the Club as soon as possible.

13.7 Members or guests suffering from any illness, contagious or communicable disease shall not enter the Club under any circumstances.

13.8 Members agree that by signing these Terms, they acknowledge that the facilities provided by the Club are safe and suitable for the Member's children and their guests, and Members acknowledge that by attending the Club and/or any Activities, their children and guests may suffer bodily injury or other loss or damage. Members further acknowledge that they have voluntarily assumed the risk of such losses and waive any claims against the Club for such losses.

13.9 Members will be required as a condition of the participation in Activities to sign all required forms (hard or soft copies), including such releases as will be required by the Club insurance policies.

13.10 Members warrant that they are authorised to give legal consent for their children as the parent or the person in loco parents of the children.



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14. Complaints

14.1 If any Member has any complaint for any reason, they should contact Kindhood at info@kindhood.hk

15. Liability

15.1 Each Member will indemnify and keep indemnified Kindhood against any costs, claims or liabilities incurred by the Club arising out of any Activity or as a result of any breach of these Terms by such Member.

15.2 The Club does not in any way limit our liability;

15.2.1 for death or personal injury caused by our negligence;

15.2.2 for fraud or fraudulent misrepresentation; or

15.2.3 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

16. Indemnity

16.1 Members agree to indemnify the Club and its affiliates and their respective directors, officers, employees and agents, as well as their licensors and suppliers, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:

16.1.1 any misrepresentation, act or omission made by a Member in connection with his/her Membership;

16.1.2 any non-compliance by Members with any of these Terms; or

16.1.3 claims brought by third parties arising from or related to a Member's Membership.

17. Intellectual property

17.1 The Kindhood name, logo and brand is owned by Multi Workshop Limited and is licensed to the Club and Members may not use such name, logo or brand without the prior written approval of the Club.

18. Publicity

18.1 Members agree that the Club may use images and/or information about Members and their guests and children in promotional materials. The Club reserves the right to take and publish photographs and images of Members, their guests and their children whilst at the Club.

19. General



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19.1 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

19.3 These Terms are made for the benefit of the parties to them and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

19.4 These Terms shall be governed by and shall be constructed in accordance with the laws of the Hong Kong Special Administrative Region.

19.5 These Terms are subject to change from time to time made by the Club in its absolute discretion.

20. Language

20.1 These terms and conditions are written in English. Should there be any versions in any other languages, if there is any difference in meaning or interpretation between such versions the English version shall prevail.

21. Cessation of Operation

21.1 If the Club shall, for whatever reasons, determine to cease the operation of the Club (including but not limited to rebranding of the Club) at any location, the Club shall issue a notice in writing to each relevant Member prior to the date of cessation. All memberships shall then be terminated (if applicable) and all Members shall not be entitled to claim or demand against the Club in whatever nature in relation to such cessation.

22. Contact us:

If a Member has any concerns about the Club or these Terms, please contact us at info@kindhood.hk

Updated March 2024