**Terms & Conditions to renew/register:**

* Maintain compliance as an entity with all relevant legal requirements
* Abide by the National Affiliation standards which include:
  + having a minimum of one coach/instructor that has a current NROC and SG Technical membership
  + having a minimum of one coach/instructor completed SportSG online Safe Sport training module
* Membership is annual and are based on a calendar year. By renewing and/or registering membership with Singapore Yoga Association, you agree to the [**Term of Registrations**](https://www.singaporegymnastics.org.sg/membership/terms-of-registration/) as well as to abide by the [**SYOGA’s policies and regulations**](http://www.singaporegymnastics.org.sg/about/policies/)
* Please ensure all details are accurate and up-to-date. Once payment has been made, the application pends approval and a confirmation email will be sent within 2 weeks from the date of approval.

**General Terms & Conditions**

1. Definitions and Interpretation

1.1. In the Membership Agreement the following capitalised words and expressions have the following meanings:

Analysis as defined in Clause 5.2.

SYA means the party set out in the Term Sheet.

Intellectual Property Rights means all patents, unpatented inventions, registered and unregistered designs and design rights, copyrights (including rights in computer software), database rights, topography rights, domain names, trademarks, rights in trade dress and get-up, rights in goodwill or to sue for passing off, service marks, trade names, logos, rights in trade secrets, know-how (including applications or the right to apply for registration of all of the foregoing) and all other intellectual property rights of any nature whatsoever and all rights of a similar nature or having similar effect throughout the world whether registered or unregistered and whether now existing or in the future created including all applications and rights to apply for, and be granted renewals or extensions of, and rights to claim priority from, such rights.

Licence as defined in Clause 4.1.

Materials means any and all documents, reports, spreadsheets, data, information and/or other materials made available via or by means of the Membership Services.

Membership Agreement means this agreement which consists of these Standard Terms and Conditions and the Term Sheet.

Membership Fees means the membership fees specified in the Term Sheet, unless varied in accordance with Clause 3.5.

Membership Period means the period specified in the Term Sheet during which the Membership Services will be made available to the Member and its Permitted Users.

Membership Services means the Website and such of the events, training and/or competition as are specified in the Term Sheet.

Membership Start Date means the date on which the Membership Services start, as specified in the Term Sheet and unless varied in accordance with Clause 3.3.

Permitted Users means those individuals nominated by the Member to access the Membership Services under this Membership Agreement, who (a) will at all times be the Member’s employees or officers, and (b) may not exceed the number of users set out in the Term Sheet (unless varied in accordance with Clause 3.5).

Website means the Singapore Yoga Association website.

1.2. In this Membership Agreement any references, express or implied, to statutes or provisions are references to those statutes or provisions as amended or re-enacted from time to time. References to Clauses are to clauses in these Standard Terms and Conditions. The terms include and including will be construed as illustrative, without limiting the sense or scope of the words preceding them. A reference to in writing or written includes email. References to a person include natural persons, companies, partnerships and any other organisations (whether or not in each case having separate legal personality).

2. Membership Services

2.1. Subject to payment of the Membership Fees and the Member’s and the Permitted Users’ compliance with the terms of this Membership Agreement, SYA will provide the Membership Services during the Membership Period.

2.2. SYA will provide the Membership Services with reasonable skill and care to a diligent professional standard.

3. Membership Fees

3.1. Membership Fees are payable in full in advance of the Membership Start Date.

3.2. SYA will issue the Member with an invoice for the Membership Fees on or around the date of this Membership Agreement.

3.3. SYA reserves the right to delay the Membership Start Date until the Membership Fees have been received by SYA in full and cleared funds.

3.4. The amounts payable under this Membership Agreement are exclusive of GST or other similar taxes, duties, charges or assessments, which will be added (if applicable) as required by applicable legislation.

3.5. If the Member wishes to increase the number of Permitted Users or otherwise increase the scope of the Membership Services it receives, it must notify SYA and SYA may then offer the Member revised Membership Fees for the amended Membership Services based on the increased number of Permitted Users and/or scope of Membership Services, which will then become part of the Member’s membership hereunder only upon full payment of any additional Membership Fees.

4. Licence and Proprietary Rights

4.1. In consideration of and subject to the Member's payment of the Membership Fees, SYA grants to the Member and the Permitted Users a non-exclusive, non-transferable licence to access and use the Membership Services and the Materials for the Membership Period strictly in accordance with and subject to the terms and conditions of this Membership Agreement (the Licence).

4.2. The Member undertakes to comply (and will procure that the Permitted Users comply) with this Membership Agreement.

4.3. The Member acknowledges that all Intellectual Property Rights in and to the Membership Services and the Materials belong to SYA and/or its third-party licensors and neither the Member nor any Permitted User will acquire any rights in or to the Membership Services or the Materials other than the right to access/use them strictly in accordance with the terms of this Membership Agreement.

4.4. SYA warrants that (a) it has the right to grant the Licence; and (b) the exercise of the Licence, strictly in accordance with this Membership Agreement, will not infringe the rights of any third party.

5. Limitation of Liability and Indemnities

5.1. SYA will use reasonable endeavours to ensure that the Membership Services and the Materials are accurate. However, SYA does not guarantee the accuracy of any aspect of the Membership Services or the Materials, which are provided strictly on an “as is” basis. SYA accepts no liability for any loss or damage whatsoever sustained by the Member or any Permitted User as a result of using or relying on any aspect of the Membership Services or the Materials.

5.2. The Member acknowledges and agrees that the Membership Services and the Materials may include analysis of subjective facts or circumstances (together Analysis). The Analysis represents SYA’s or a third party’s views based on facts or information available or circumstances known to it/them at the relevant time, which may not always be correct and/or may change. The Member will not rely, and will ensure that no Permitted User will rely, on the Analysis and will draw its own conclusions regarding such Analysis using its own skill and judgement.

5.3. Subject to Clause 5.4, neither party will be liable to the other in contract, tort (including negligence and breach of statutory duty) misrepresentation or otherwise for any loss of revenue, profit, business opportunity or anticipated savings, or for any loss of goodwill or reputation, or for any indirect or consequential loss arising under or in relation to this Membership Agreement.

5.4. Nothing in this Membership Agreement will exclude or limit either party's liability in respect of:

a) death or personal injury caused by the negligence of such party or its agents, officers or employees;

b) fraud or fraudulent misrepresentation;

c) misuse of the other’s confidential information;

d) payment of sums properly due and owing to the other in the course of normal performance of this Membership Agreement; or

e) other matters for which liability cannot be lawfully excluded or limited.

5.5. Subject to Clause 5.7, each party (the Indemnifying Party) agrees to indemnify the other party (the Indemnified Party) from and against any and all expenses, costs, liabilities, losses or damages actually incurred by the Indemnified Party arising out of a breach by the Indemnifying Party of any of its representations, warranties, or undertakings contained in this Membership Agreement.

5.6. The Member is responsible for ensuring that its computer system meets all relevant technical specifications necessary to receive the Membership Services. SYA employs industry standard procedures and virus checks. However, it does not guarantee that the Membership Services or the Materials will be free from viruses or other malicious code. The Member is responsible for implementing industry standard procedures and virus checks to maintain the security of its computer systems.

5.7. If SYA is liable to the Member under this Membership Agreement for any reason, then (subject to Clause 5.4) SYA’s liability will be limited to amount the Membership Fees paid or payable by the Member in the preceding 12-month period.

6. Membership Credentials

6.1. The Member agrees that all Permitted User logins, passwords and other Permitted User identification (together Membership Credentials) used to access the Membership Services are confidential and personal to each Permitted User. The Member will ensure that Permitted Users do not disclose or transfer Membership Credentials to any person.

6.2. The Member must notify SYA immediately of any unauthorised use of any Membership Credentials or any other breaches of security regarding the Membership Services that come to the Member’s attention.

6.3. Without prejudice to any other right or remedy, SYA may disable any Membership Credentials at any time if in SYA’s opinion the Member or a Permitted User has failed to comply with Clauses 6.1 and/or 6.2.

6.4. SYA reserves the right to temporarily suspend the Membership Services (whether in whole or in part) for the purposes of maintenance or upgrade, but SYA will use reasonable endeavours to carry out such maintenance/upgrade during periods of low demand for access and to minimise the period of such maintenance/upgrade.

7. Permitted Use and Restrictions

7.1. The Permitted Users may, strictly and solely for the their/the Member’s internal business purposes:

a) access and use the Membership Services;

b) access the Materials via the Website; and

c) download, print and/or store copies of certain Materials provided that the Materials so used shall not exceed a reasonable number during the Membership Period (as determined in SYA’s reasonable but sole discretion).

7.2. The Member and its Permitted Users may use Materials downloaded in accordance with Clause 7.1(c) internal business reports circulated to the Member’s employees or officers only.

7.3. The Member warrants and represents that:

a) it will not (and will procure that the Permitted Users will not) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Membership Services and/or the Materials except as expressly permitted in this Membership Agreement;

b) it will not (and will procure that the Permitted Users will not) use the Membership Services and/or the Materials (and/or any information contained within the Membership Services or the Materials) for any external purpose whatsoever;

c) it will not (and will procure that the Permitted Users will not) resell, sub-license, rent, lease, transfer or attempt to assign any rights in the Membership Services and/or the Materials (in whole or in part) to any other person;

d) it will not (and will procure the Permitted Users will not) modify or alter the Membership Services and/or the Materials;

e) it will not allow any person other than the Permitted Users to use or gain access to the Membership Services or the Materials except as expressly permitted in this Membership Agreement; and

f) it will not change or substitute a Permitted User without SYA’s prior written consent (not to be unreasonably withheld).

8. Termination

8.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Membership Agreement immediately on giving written notice to the other party:

a) if the other party (or, where the other party is the Member, any of the Permitted Users) commits a breach of any of the material terms of this Membership Agreement not capable of remedy;

b) if the other party (or, where the other party is the Member, any of the Permitted Users) commits a breach of any of the material terms of this Membership Agreement capable of remedy and fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or

c) if the other party goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of the other party's assets, or the other party enters into any arrangement for the benefit of or compounds with its creditors generally, or threatens to do any of these things, or any judgment is made against the other party, or any similar occurrence under any jurisdiction affects the other party, or the other party ceases or threatens to cease to carry on business.

8.2. In addition, SYA may immediately terminate this Membership Agreement on written notice to the Member:

a) if the Member is or becomes a competitor of SYA; or

b) if the Member is in breach of Clause 7.1(c).

8.3. Without prejudice to any other rights or remedies under this Membership Agreement, SYA is entitled to immediately suspend the Permitted Users’ access to any or all of the Membership Services, without prior notice, in the event that SYA reasonably believes the Member and/or any Permitted User is in breach of any term of this Membership Agreement.

9. Consequences of Termination/Expiry

9.1. Upon expiry of the Membership Term or earlier termination of this Membership Agreement:

a) the Licence and all the Member’s and the Permitted Users’ other rights under this Membership Agreement will immediately cease subject only to Clause 9.2;

b) the Member will ensure that all Permitted Users immediately cease using the Membership Credentials; and

c) unless the Member has terminated this Membership Agreement due to SYA’s uncured material breach, SYA will not be required to refund any Membership Fees received from the Member.

9.2. Materials contained within internal reports as permitted under Clause 7.2 will be exempt from the provisions of Clause 9.1(a) provided that the usage restrictions contained in Clause 7 will continue to apply to all such Materials.

9.3. Termination or expiry of this Membership Agreement will not operate as a waiver of any breach by either party of any of the provisions hereof and will be without prejudice to any rights or remedies of either party which arise as a consequence of such breach or which have accrued under this Membership Agreement up to the date of such termination:

9.4. Clauses 1, 4.3, 5, 7, and 10 will continue in force and effect notwithstanding the termination or expiry of this Membership Agreement, together with such other Clauses as are necessary for the interpretation or enforcement of this Membership Agreement.

10. Miscellaneous

10.1. Each party undertakes to the other that it will treat as confidential the terms of this Membership Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party, save only information which (a) is or becomes available to the public other than as a result of a breach of this Clause or (b) is or becomes available to the receiving party from other sources free of restriction as to its use or disclosure.

10.2. This Membership Agreement contains the entire understanding and agreement of the parties relating to its subject matter and supersedes in all respects the terms attached to any PO issued to enable payment and any previous or other existing arrangements, agreements or understandings between the parties whether oral or written in relation to its subject matter.

10.3. Each party acknowledges that in entering into this Membership Agreement it does not rely on, and irrevocably waives any right it has or may have in respect of, any representation which is not expressly set out in this Membership Agreement, and each party irrevocably and unconditionally waives any right or remedy it has or may have to rescind this Membership Agreement or to claim damages for any misrepresentation not contained in this Membership Agreement, provided that nothing in this Membership Agreement will limit or exclude any liability for fraud. Each party agrees that the only remedy available to it for breach of this Membership Agreement will be for breach of contract and no party will be liable in tort or otherwise in respect of such breach.

10.4. This Membership Agreement is personal to the parties hereto and neither party will, without the prior consent in writing of the others (not to be unreasonably withheld, delayed or conditioned), assign, sub-license, charge, transfer or otherwise deal with the whole or any part of this Membership Agreement or its rights or obligations in this Membership Agreement or purport to do the same.

10.5. No variation or agreed termination of this Membership Agreement will be effective unless made in writing and signed by or on behalf of each of the parties.

10.6. In the event that any provision or part of a provision of this Membership Agreement is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction such provision will be severed here from and the remainder of this Membership Agreement will be deemed in full force and effect.

10.7. No failure or delay by either party in exercising any right or remedy under this Membership Agreement will operate as a waiver of that right or remedy, and no single or partial exercise by either party of any right or remedy will preclude any further exercise of that right or remedy or the exercise of any other right or remedy. No waiver or discharge of any breach will be effective unless made in writing and signed by the party giving the waiver. The rights and remedies provided in this Membership Agreement are cumulative and are not exclusive of any rights and remedies provided in law or otherwise.

10.8. Neither party will be in breach of this Membership Agreement nor bear any responsibility or liability for any losses arising out of any delay or failure in the performance of its obligations under this Membership Agreement due to events beyond its reasonable control commonly referred to as events of force majeure PROVIDED THAT the defaulting party will promptly notify the other party of the nature and reasons for the delay or failure and will use its reasonable endeavours to mitigate the effects of any default as soon as possible. If any such force majeure event continues for a period of more than one month either party may terminate this Membership Agreement by written notice to the other party without prejudice to the rights of the parties existing prior to such termination.

10.9. At its own expense each party will execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Membership Agreement and the rights expressed to be granted under this Membership Agreement.

10.10. Nothing in this Membership Agreement creates or will be deemed to have created a partnership or a joint venture or an agency agreement between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other party or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.

10.11. A person who is not a party to this Membership Agreement will have no rights to rely upon or enforce any term of this Membership Agreement.

10.12. Any notices sent under this Membership Agreement must be in writing and may be served by personal delivery or by sending the notice by special delivery at the address given in this Membership Agreement or at such other address as the relevant party may give for the purpose of service of notices under this Membership Agreement and every such notice will be deemed to have been served upon delivery if served by hand or at the expiration of two days after despatch of the same if delivered by special delivery.

10.13. This Membership Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, is governed by and will be construed in accordance with the law of England and Wales. The parties irrevocably agree that the Courts of Singapore will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Membership Agreement or its subject matter.