

MEMBERSHIP TERMS & CONDITIONS

The Membership Terms and Conditions mentioned herein shall form an integral part of the Membership Application & Agreement Form duly signed by the Member and shall be binding upon the Member. They shall govern the obligations and rights of Fitness First India Private Limited.

1. DEFINITIONS:

“**Company**” shall mean Fitness First India Private Limited having its registered office at The New Delhi Dome, 5th & 6th Floor, Select City/Walk Mall, Saket District Centre, New Delhi- 110017.

“**Club**” shall mean and include Health & Fitness Clubs operated by the Company under the brands of the Company or its affiliates inclusive of but not limited to Fitness First Iconic, Fitness First Platinum, Fitness First Premier depending on the category of the membership.

“**Club Staff**” shall mean and include the Company, and its directors, fitness professionals, employees and consultants.

“**Calendar Month**” shall mean and include the period from the first day of a given month up to the last day of that month.

“**Member**” shall mean an individual who has been issued a Membership Access Card with a unique Membership ID Number by the Company for accessing and using the facilities provided at the Club.

“**Minimum Term**” shall mean the minimum period of membership that a Member is required to complete and as specified in the Membership Application & Agreement Form.

“**Access Card**” shall mean a Membership Access Card with a unique Membership ID Number issued by the Company to a Member for access to the Club.

“**Membership Application & Agreement Form (MAAF) and Membership Terms & Conditions**” shall mean and be referred to as the “Club Rules”, as specified from time to time, and including but not limited to these Terms and Conditions stated herein, all of which constitute a binding Agreement between the Member and the Company.

“**Modes of Payment**” shall mean and include the different ways by which a Member chooses to make payments of the Membership Dues and other services to the Company.

“**Membership Dues**” shall mean the non-refundable fees deposited by a Member at the time of registration for obtaining membership of the Company and Club, and Membership Dues shall be inclusive of and not limited to Initiation Fees (Non-refundable), Pro rata Fee, Security Deposit, Monthly Subscription, Penalty and Fines etc. All the Membership Dues are non-refundable.

“**Initiation Fee**” shall mean the fee paid by a Member for the set up costs involved in obtaining a new membership.

“**Pro Rata Fee**” shall mean the applicable Membership Subscription fee payable from the Start Date till the end date of the Start Date Month.

“**Membership Subscription**” shall mean the monthly membership fee payable by a member.

“**Upgrade**” or “**Downgrade**” shall mean and include change of membership Plan or Package type by a member.

“**Amendment Form**” shall mean the form provided by the Company to the Member for making any change in their Membership Status, Plan or Package Type, etc.

“**Termination of Membership**” shall mean termination of Membership of an active Member by the Company with or without any advance notice and without any obligation to refund any pro-rata Membership Dues for the paid but unused Membership Term, except where the cause for such termination is not attributable to the Member.

“Club Tiers”

Iconic Membership: Gives you access to all our Iconic/Platinum/ Premier Clubs in India

Platinum Membership: Gives you access to all our Platinum/Premier Clubs in India

Premier Membership: Gives you access only to the Home club where you join (Not available in Iconic and Platinum Tier clubs)

In the interpretation of the above Definitions, the masculine gender shall include the feminine gender and vice-versa, and singular shall include the plural.

The Fat Loss Program Membership available at select locations will have same club access terms and conditions as all Platinum Members.

2. The Member represents that he is fit to access the Club and participate in the fitness activities provided at the Club. The Member further represents that he has undergone a medical check-up for determining the foregoing and or has received such medical advice before applying for Membership and that he shall undergo regular periodic medical check-ups for such purpose.

3. LIMITATION OF LIABILITY:

In consideration of being allowed to access the Club and participate in the fitness activities provided at the club or at any location outside the club, the Member hereby undertakes and declares that the Company, and its directors, fitness professionals, employees, consultants or contractors are absolved to the fullest extent of any or all liability(ies) arising from any injury or damage caused (whether fatal or otherwise) to him/her or any loss, damage or theft of any property belonging to, or brought into the Club premises by a Member or any guest occurring within the club howsoever caused and that the Company/ Club's contractual and legal rights and remedies, are independent and cumulative.

4. RELEASE AND INDEMNITY:

In consideration of the grant of the membership to a Member entitling him/her access to the club, to engage in fitness activities and use of the various equipments and areas of the club for physical exercise, the Member hereby agrees and undertakes to indemnify and keep harmless the Company and/or its representatives, employees, agents, instructors, Directors etc. to the extent applicable under any law for the time being in force and in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalty and expenses arising as a result of or in connection with his/her involvement in fitness activities of the Company or being within the club premises or from the use of the various equipments and areas of the club for physical exercise. The

Member also agrees and undertakes to indemnify and keep harmless the Company and/or its representatives employees, agents, instructors, Directors etc. to the extent applicable under any law for the time being in force in the event of death of or personal injury to a Member or any guest invited by the Member to the Club.

5. MEMBERSHIP ENTITLEMENT:

The Company is not obliged to accept the online registration of every applicant and shall have the right to reject and refund the money paid at the time of applying for membership. Subject to the Company's approval, membership entitlement begins immediately from the date as mentioned and or detailed in the MAAF and the acceptance of the Club Rules by the Member, as specified from time to time by the Company. A Member is entitled to access and use the facilities and services of the Club only during the specified operating hours of the specific Club.

6. PERSONAL DETAILS:

All the information provided online at the time of registration must be true and correct, the Member shall be solely responsible and liable if the said information is found incorrect. The Company reserves its right to terminate a membership without notice or refund of any Membership Dues if the information provided is found to be incorrect at any point of time. A Member also agrees to provide any additional information as and when demanded by the Company. To apply for membership a Member is required to furnish self-attested copies of proof of identity, proof of address, phone numbers (Residence and Mobile Number), valid E-mail ID and the contact details of a person to be contacted in the case of any emergency and any other particulars as requested by the Company. Document furnished by a Member as proof of address or proof of Identity shall only be accepted if the same is/are issued by a recognized Government Authority, Institution (Central or State) or any another authority acceptable to the Company.

7. MEMBERSHIP CATEGORIES:

The Company offers several types of membership and once the applicant chooses a particular type of membership, he will be entitled to the privileges applicable to the membership type chosen and represented in the MAAF. The different types of membership are:

ICONIC, PLATINUM, PREMIER, FAT LOSS PROGRAM MEMBERSHIPS

8. MEMBERSHIP DUES, PAYMENT OPTION :

a. The Membership Dues are non-refundable and subject to change without notice.

i. All members shall pay the Initiation Fee of an amount specified by the Company at the time of applying for membership. These fees shall become due immediately upon the acceptance of the applicant as a Member, which shall be at the sole discretion of the Company. The membership shall not be activated till these amounts are received by the Company. All cheque payments are subject to realization.

ii. The Member shall be required to pay the 'Monthly Subscription' in advance by choosing one of the payment options provided by the Company. In this regard the Member shall execute any and all Authorizations and Documents as may be required by the Company.

iii. If for any reason the Company is unable to collect the 'Monthly Subscription', the Member shall not be permitted to access the club till the 'Monthly Subscription' is paid by the Member prior to entering the Club at the Front Desk of the Club, and the Member will also be charged a late Payment Fee for each unsuccessful attempt by the Company to collect from the member (For details refer Annexure A). All outstanding amounts for other services inclusive of but not limited to Late Fees, etc, will also be automatically charged and deducted from the Credit Card provided by the member.

b. Members have two **Payment Options** to choose from Recurring or Lump Sum.

i. **RECURRING:** A Member choosing the Recurring Payment Option is required to pay their Membership Subscription on a recurring month on month basis. The member needs to register his Credit Card online on Payment Gateway web page. The Member has no right to stop the recurring month on month payment of the membership subscription. In case, there is default by the Member in making timely payments then the membership shall remain suspended for the entire period of the default and such suspension shall be revoked only on the payment of the payable monthly subscription and a 'late fees' where applicable, charged by the Company. Members are not permitted to cancel their membership during the Minimum Contract Period Term of the Membership.

ii. **LUMPSUM:** A Member choosing the Lump Sum Payment Option is required to make a one-time advance payment of the entire Membership Subscription Amount for a period of three (3), four (4), six (6) or twelve (12) months after which the membership will automatically be cancelled and the Member will have to renew his/her membership at than prevailing Membership Dues in order to continue with their membership.

Goods and Service Tax (GST) and other tax or charges levied by the government, shall be charged solely and exclusively to the Member in addition to all Membership Subscription payable by the member.

9. INCREASE OR DECREASE OF THE MONTHLY DUES AND OTHER CHARGES:

The Company reserves the right to increase the Monthly Dues and other charges inclusive of but not limited to the Monthly Subscription, regardless of the Membership Option chosen by the Member, subject to a seven (7) days notice to the Member.

Notice requirement shall be deemed fulfilled upon communication to the member via email and/ or SMS as well as the posting of a Member Notice by the Club at the Club Notice Board, any other conspicuous area in the club, or on the Company Website and Facebook page for seven (7) consecutive days prior to the effective date of any such increase. If the Membership Dues are so increased, a Member authorizes the Company to increase the Direct Debit Amount on the Credit Card which has been authorized by the Member. Monthly Subscription shall not be increased during the minimum term specified for the Membership.

10. CANCELLATION AND TERMINATION:

a. A Member can apply for the cancellation of his membership by filling up an Amendment Form provided by the Company, which can only be obtained from the Front Desk of the Home Club after the completion of the minimum contract period of the membership. The Member shall be required to apply for the cancellation of their membership at least One (1) Calendar Month in advance.

b. Membership Subscription of the Member must be cleared in full. The Company provides a copy of the receipt of the Amendment Form but this is not a confirmation of the cancellation taking effect. The Cancellation shall not take effect until the Company approves the same and has received all the Membership Dues and Cancellation Fees, if any. A receipt will be provided for all payments made by the Member.

c. The Company reserves the right to terminate the membership of a Member at any time without any notice and any refund of the Membership Dues in respect thereof inclusive of but limited to when a Member is found to be incapable of entering into any contractual obligation in accordance with The Indian Contract Act, 1872. Further in case of the breach of any of the Club Rules, as specified from time to time, the Company has the right to terminate the membership of a Member without notice and the Company shall not be liable for the refund of any of the Membership Dues or other payments made by the member.

11. UPGRADE & DOWNGRADE:

A Member can upgrade or downgrade the status of his membership anytime during the membership term wherein he shall be contractually bound by a fresh minimum contract period to which he has upgraded or downgraded which upgrade/downgrade will start from the next Calendar Month. A Member will be permitted to upgrade or downgrade after accepting the prevailing Monthly Subscription for the new Upgraded or Downgraded membership type. In addition, the Member shall also pay the applicable Initiation Fee (Non-refundable) for any Upgrade or Downgrade (For details refer Annexure A).

12. CHANGE OF HOME CLUB:

In the event a Member wishes to change his Membership from an existing Home Club to another Fitness First Club in India, he shall be liable to abide by the Club Rules, as specified from time to time, of the new club. The Member is also liable to pay the difference in Membership Subscription if their current membership type is unavailable in the new Club. The Member will also be charged a Non-refundable one time Initiation Fee (For details refer Annexure A).

13. TRANSFER OF MEMBERSHIP:

A Member can request and apply for the transfer of their membership to another person if he or she qualifies to be a Member under the Club Rules, as specified from time to time, and agrees to accept the Membership Terms & Conditions. The transferring Member is required to pay a Transfer Fee to the Home Club (For details refer Annexure A). In this case the balance minimum term of the transferred membership will get transferred to the new Member who will need to sign a fresh MAAF and pay the applicable Card Fees. The request for the transfer must be made by the Member to the General Manager of the Home Club and the permission for the transfer shall be provided at the sole discretion of the General Manager of the Home Club. Transfer of such a membership can only be made within the same category and in case of transfer to another membership type or category which is at a higher rate at the time, the differential in dues will need to be paid.

14. You need to Contact the Club Management online to “Freeze” your membership at only 25% of your monthly dues per month which must be paid at the time of request. One (1) full calendar month's (from 1st of the month) notice is required to freeze your membership and no backdating is allowed. Minimum freeze period is one (1) month and maximum is twelve (12) months. If you “Freeze” your membership, this does not count towards your MCP and your membership will be extended by the number of month's equivalent to the frozen period. You cannot use the club while your membership is “Frozen” (No freezing within first three (3) months of your membership).

15. RIGHTS OF ADMISSION:

Fitness First India Private Limited reserves the right of admission to its premises. Fitness First India Private Limited reserves the right to refuse a Member, staff and/or visitor of Fitness First India Private Limited access to its premises in the event that the member, staff, visitor does not adhere to the Fitness First India Private Limited Rules & Regulations.

16. MINIMUM AGE FOR MEMBERSHIP:

Membership is available to an individual/applicant who has attained the age of Fourteen (14) years subject to the individual/applicant furnishing a valid document confirming his age and acceptance of such document shall be at the sole discretion of the Company. All individuals/applicants ho are under the age of Fourteen (14) years must obtain consent from their Parent/Guardian (Legal Representative) when applying for Membership and signing the MAAF

17. COMPLAINT/GRIEVANCE OR FEEDBACK:

The Company shall at all times endeavour to provide the required facilities and services at its Club, however, in case of any complaint/ grievance or feedback received in writing at front desk of the club or via email with in respect to the facilities and services provided to a Member, the management at the Club (Club Management) shall endeavour to contact the person within seven (7) working days and address the complaint/grievance or feedback.

18. NO SMOKING, DRINKING ALCOHOLIC BEVERAGES, DRUGS, PETS ETC. IN THE CLUB:

The Company reserves its right to restrict the entry and terminate the membership of any Member without any notice if the Member is found to have consumed any alcohol, drugs or other illegal or intoxicating substance prior to entering the Club or within the Club or if he brings such substances to the Club. The decision of the Club Management will be final and binding in the matter, with no refund of Membership Dues for any paid but unused services or remaining period of Membership.

No pets are allowed inside the premises.

19. CCTV SURVEILLANCE:

In the interest of the safety and security of our staff, members and visitors, certain areas of the Clubs are covered under 24 hour CCTV surveillance.

20. PROPER CLOTHING AND HYGIENE:

Proper athletic attire must be worn at all times by a Member when using the club facilities to exercise.

a. No attire or personal hygiene that discredits the standard of the Company will be acceptable. The Company reserves the right to deny access and/or use of the Club to any Member or guest whose attire is not considered appropriate in connection with the public image of the Club and the Club Rules, as specified from time to time.

21. MEMBERSHIP ACCESS CARD:

a. On successfully signing the **MAAF online** and acceptance of the **Membership Terms & Conditions** along with the payment of the requisite Membership Dues, the Club shall issue the Member an Access Card. The Member must ensure the safe custody of the Access Card or any other important documents received by a Member at the time of enrolling as Member and/or subsequent thereto from the Company/Club as the same might be required from time to time for different purposes including but not limited to any interface with the Clubs Management and/or the Company. The Access Card shall always remain the property of the Company and is non-transferable.

b. If any person other than the Member is found in possession of the Access Card and using the same in order to access the Club, then the Membership of the Member to whom the Access Card was issued by the Company shall stand immediately terminated without any notice, and/or refund of any Membership Dues to the Member and the Membership Subscription payable for the balance minimum term by the Member shall stand payable and recoverable by the Company. The trespasser in possession of the Access Card shall be asked to leave the Club premises after returning the Access Card to the Company and a payment of a fee equal to the one (1) day Guest Pass. If the trespasser does not pay such fees, the member concerned shall be liable for the same.

c. In the event a Member has lost his Access card, then the Company will issue a new Access Card from the Club provided the members submits documentary evidence of having filed a police complaint as regards such loss of Access Card (For details refer Annexure A).

22. TOWEL SERVICE:

Membership entitles you to have one bath towel and one hand towel per visit. Any extra usage will attract additional towel charge (For details refer Annexure A). Towel management rules specific to the club need to be adhered to.

23. LOCKER USAGE:

a. A Member is not permitted to keep his belongings in the Two Tier and Three Tier Lockers overnight as all these lockers shall be opened by the Club Management at the end of the day. Lockers are for day usage only, any articles or belongings found inside these Lockers shall be disposed off and or destroyed by the Club Management after a holding period of three (3) calendar days.

b. For clubs with Key-Card Locker system, in the event of damage to or loss of Key / Locker Card by Member, a fee would be charged to the Member (For details refer Annexure A)

c. A permanent locker can be hired by a Member at the prevailing price for a fixed term after which the Member can renew the locker hire term by paying the then prevailing rates failing which the Company shall retain the right to open/ vacate the locker. A Member can request for his/her belongings within Three (3) days of expiry of the locker hire term after which the Company has the rights to dispose the belongings. The Company reserves the rights to check the locker of a Member without his permission for any restricted items being stored in the permanent locker.

d. The Company shall not be liable for any theft of or damage to any belongings of the Members. Personal belongings may be placed in a locker by a Member at his own risk and sole responsibility releasing the Company from any liability towards any loss or damage incurred while the belongings were placed in lockers.

24. LOST AND FOUND:

Any items claimed to be forgotten or lost by the member during the course of their visit to the club shall not be the responsibility of the Club, nor will the member hold the club responsible or liable for the same. If any items lost are found by the Club, the same shall be retained by the Club for a maximum period of (7) seven days only. If these items are not claimed within these (7) seven days, the Club retains the right to discard these items. The Company bears no responsibility or liability for the safekeeping and/or custody any lost items.

25. ADDITIONAL SERVICES

The Company may offer additional services at some Clubs inclusive of but not limited to Personal Training, and other special programs and services. These services will incur additional charges and/ or fees and have separate Terms & Conditions. A Member must enter into an agreement for any such additional services provided by the Club, prior to using these services.

26. RIGHT OF ADMISSION:

The Company reserves the right to refuse entry to any person, including Members, and has the right to terminate the membership for any reason whatsoever (including misconduct, complaints by other Members, sexual harassment, hygiene disease, etc) and not limited to breach of the Club Rules, as specified from time to time. On the termination of a membership, the Access card of the Member shall be deactivated and the Member shall not be entitled to any refund of the Membership Dues or payment for any additional services made by the Member.

27. CHANGE OF RULES AND FACILITIES & SERVICES:

a. The Company may, at its sole discretion, add, remove or amend the Club Rules, including but not limited to the Terms & Conditions of the MAAF, the operating hours and the services and facilities provided by the Club due to regulatory, administrative and/or commercial compulsion or for any other reason considered necessary by the Company.

b. Any such additions, deletions or changes from time-to-time will be notified to all Members through a medium as the Company feels appropriate by a notice of five (5) days.

c. If at any time the operations or services of a Club are permanently/ temporarily suspended/closed for any reason, the Company shall be entitled to terminate the membership of the Members, with Five (5) days prior written notice if the circumstances allow the Company to give such prior notice or with lesser number of days notice, and refund the Membership Dues of the Members. However, the Company may give an option to all the Members to get their membership transferred to another Club in similar tier (if available) /other tier on first come first serve basis subject to the signing of the new MAAF and payment of the differential Membership Dues. In case, the said option is not given by the Company or if given but not opted/exercised/accepted as is by the Member(s) within the time specified by the Company in the said written notice, the Company will be entitled to terminate the Membership and refund the Membership Dues. No claim whatsoever shall be made by the Member or on behalf of the Member against the Company for any such transfer/change/termination of membership whether temporary or permanent.

d. If, at any point of time in future, the operations/services of a Club are permanently/temporarily relocated from its existing location to a new location for any reason whatsoever, the Company shall give Five

(5) days prior written notice to the Members, or such lesser number of days notice as the circumstances may permit. The membership of the Members shall continue as is as per the Terms and Conditions of the MAAF signed for the earlier club. No claim whatsoever shall be made by the said Member or on behalf of the said Member either individually or collectively against the Company for any such change of location of the club and/or termination of membership. No refund shall be made available.

e. The Company reserves the right to suspend the operation of the Club for the purpose of repair and maintenance of the Club without any membership rebate for a period which shall not exceed Fifteen (15) days and if at any time such period exceeds beyond thirty (30) days, the Club may by written notice intimate to all the Members of the transfer of their membership to another Club, or grant the Member with a complimentary Time Freeze for the said period.

f. By agreeing to this Terms and Conditions document, the Member acknowledges and consents that each Club will provide certain services that could be unique to that location. The Member also agrees to release the Company from any and all liability if any or all services are reduced, modified, suspended or eliminated due to external factors. Should a Member choose to cancel his membership due to the modification, suspension or termination of said services, the standard cancellation policy shall apply. The Member also agrees not to seek compensation for the elimination, reduction or suspension of any services, either monetary or in services rendered in lieu of.

g. The Company is also entitled, without any liability whatsoever, to stop, limit, suspend or vary the services in whole or in part at any time at its discretion, without notice for any reason including but not limited to Government Rules & Regulations, Orders, Directions and Notifications etc. These circumstances would also be inclusive of but not limited to the following:

a. Modification, technical failure, upgradation or variation or relocation, repairs and or maintenance of the equipments and plant and machinery of the Club.

b. Shortage in the supply of water and electricity from the recognized service provider and supplier of the club.

c. If the services of the Company are used in any manner which violates any law etc. or the existence of any law that adversely affects or interferes in any manner in the rendering of the services provided by the Company.

d. Force Majeure circumstances e.g., Acts of God, Nature, Government, Riots, Strikes, Change in Law, etc..

28. Fitness First India Private Limited reserves the absolute right to transfer your membership under the same brand "Fitness First" to any of its affiliate companies, joint venture partners or franchisees, etc. that owns and operates the Fitness First Club/s, without giving any prior notice to you. Fitness First India Private Limited also reserves the right to outsource the management or operation or any function of its Club/s.

29. VERBAL AGREEMENT AND WAIVER:

These Terms and Conditions can only be varied in writing signed by an authorized representative of the Company and they override any verbal or by conduct agreements. The Company shall not honor or entertain any verbal or by conduct agreements that are claimed by the Member to have been made by any Club or Company Staff or Club Management that are contrary to the Club Rules, as specified from time to time.

• Non-waiver

Failure by the Company to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights or remedies.

• Complaints

The Company shall not accept any complaint or request from the Members that are not in writing and in the prescribed form as mentioned in Clause 16.

30. MEMBERSHIP REFUND:

a. The Company shall not be held responsible for changes in the Government Bye-laws whether they are Local, Regional or National and as such is not liable for refunds if the Club's Facilities, Services and Operating Hours are affected because of the same.

b. A Member shall not receive any refunds partial or otherwise if they have signed up for membership during a Club Pre-Sales period and the Club's opening has been delayed. As such, the membership will begin from the day the Club is officially opened.

c. A Member who chooses the Lump Sum Payment Option for Payment of the Membership Dues and Membership Subscription is not entitled to any pro-rata refund of any amounts paid by them towards paid but unused Membership Term, except where the cause for such termination is not attributable to him.

31. SEVEREBILITY:

Wherever possible, each provision of these Club Rules, as specified from time to time, and including but not limited to these Terms and Conditions, shall be interpreted in such a manner as to be effective and valid under the applicable laws. However, if any provision of the Club Rules shall be held to be invalid or unenforceable under the applicable laws, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or the remaining provisions of the **MAAF**. The foregoing shall not apply to provisions concerning payment or non-refund of Membership Dues. If the payment of Membership Dues by any Member is held to be invalid or unenforceable or if he obtains an order for refund of his Membership Dues, his Membership to the Club shall automatically cease/terminate with immediate effect without any notice.

32. DISPUTE RESOLUTION & JURISDICTION:

Any disputes and differences arising in relation to, under or in connection with the Club Rules, as specified from time to time, and including but not limited to these Terms and Conditions, including their interpretation shall be settled by Arbitration, in accordance with the provisions of The Arbitration & Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to a Sole Arbitrator appointed by the Company who shall conduct Arbitral Proceedings in New Delhi. The language of Arbitral Proceedings shall be English. The Company and the Member shall bear their own expenses for such arbitration including the sitting fee of the arbitrator.

The validity, construction and performance of the MAAF, the Membership Terms & Conditions, as specified from time to time, shall be interpreted in accordance with the laws of India.

33. COVENANTS OF THE PARTIES:

By signing the **MAAF** the Member confirms to have fully read, understood and accepted the contents of the **MAAF**, with the clear understanding that they and each term thereof is valid and binding on the Member and can be enforced by the Club and Company in accordance with the law.

"Notwithstanding anything to the contrary, the Member agrees that:

(i) the Company/Club may take photos/videos, etc of the Member at the Company's/Club's premises or outdoors. In case of outdoor events, the Company/Club shall have title over and may use the same freely even after the expiry or termination of the Member's relationship with the Company/Club."

(ii) if the public utilities being availed by the Company/Club are reduced/ adversely effected/stopped, the services/ facilities/ equipment provided by the Company/ Club may stand reduced/stopped and the Member shall not have any right to claim compensation for such reduction/ stoppage;

(iii) he shall neither remove nor damage Company's/ Club's property and premises;

(iv) he shall be polite towards other Members, trainers and employees of the Company/Club;

(v) he shall not engage in any form or kind of sexual harassment and pursuit at the Company's/Club's premises and avoid developing any intimacy of a physical nature with anyone while at the Company's/ Club's premises; and

(vi) he shall not use any form of media including social media for defaming the Company/Club and or its Members, trainers and employees.

(vii) all the terms and conditions listed above shall also apply to any and all programs that Fitness First currently offers, or might offer in the future, that involve spaces other than the physical structure of the club. This agreement extends coverage to outdoor programs and events that might be hosted in locations deemed appropriate by Fitness First. The member assumes all responsibility for their safety and well-being while participating in these programs.

Note - Refer Annexure A for prices.

By signing the MAAF, I acknowledge that I have received, read and understood the Membership Terms & Conditions emailed/handed to me and I agree to abide by the same.

Personal Training and Nutrition Counseling Agreement

- This agreement is valid for current Members of Fitness First India Private Limited, applicable within Fitness First Clubs in India only.
- Personal Training Sessions / Nutrition Counseling Sessions can be executed only at Club where they have been purchased and a member cannot request for the Personal Training Sessions to be conducted at another Fitness First Club in India.
- Personal Training / Nutrition Counseling packages must be paid for in advance and in full, at time of purchase. A Personal Training / Nutrition Counseling Session shall not be commenced until the applicable charges are paid for and duly received by Fitness First India Private Limited.
- Personal Training / Nutrition Counseling Sessions are non-refundable and non-transferable. A Personal Training / Nutrition Counseling Client cannot request for the transfer of the Personal Training Sessions or request for the refund of any sessions yet to be conducted by the Personal Trainer/ the Nutritional Counselor.
- Nutrition Counseling Session validity is effective from the date of Purchase: 1 session - valid for 5 days from the date of purchase; 10+1 sessions - valid for 60 days from the date of purchase; 25+5 sessions - valid for 120 days from the date of purchase (see 'Validity Dates' overleaf).
- Personal Training Sessions validity is effective from the date of purchase: 1 session - valid for 5 days from date of purchase; 5 Sessions - valid for 20 days from the date of purchase; 10 Sessions - valid for 45 days from date of purchase; 20 Sessions - valid for 90 days from the date of purchase; 25 Sessions - valid for 120 days from date of purchase; 50 Sessions - valid for 180 days from date of purchase (see 'Validity Dates' overleaf).
- The validity period of the Personal Training/ the Nutrition Counseling Session is not deferred if Member is on Freeze Status.
- Any Personal Training / Nutritional Counseling Sessions not completed within validity period will be deemed null & void and Fitness First India Private Limited is not obliged or liable to conduct the session or provide any refund of the same.
- In the event the membership expires or is terminated or suspended by club, the remaining un-conducted sessions are not refundable nor transferable and the Personal Training/ the Nutrition Counseling Member is not entitled to any refund or compensation.
- A PT member/ Nutrition Counseling Member must book an appointment with the Personal Trainer /Nutrition Counselor a minimum of 24 hours in advance.
- A no-show by the Personal Training/ the Nutrition Counseling member will be charged in full unless 24 hours advance notification is provided to the Personal Trainer / the Nutrition Counselor if the Personal Training/ the Nutrition Counseling member is unable to attend a scheduled Personal Training / Nutrition Counseling session.
- A Personal Training / A Nutrition Counseling member must provide a minimum of 72 hours advance notification when requesting a change of Personal Trainer / Nutrition Counselor and the change will only be possible at the discretion of the Club Management. In the event the change is not possible then Fitness First India Private Limited is not liable to provide a refund of the remaining or pending sessions.
- PT Member / Nutrition counseling member must sign after every session, including sessions forfeited as result of no show.
- Personal Training / Nutrition Counseling Programs are offered One-on-One unless otherwise stated and agreed by the Club Management. A Personal Training / A Nutrition Counseling member is not allowed to have a friend, relative, or helper stand in attendance during the Personal Training/ the Nutrition Counseling session.
- Any expenses incurred by the Member following through on suggestions or recommendations by the Personal Trainer/ the Nutrition Counselor will be borne by the Member and there will be no liability on the Club Management or Fitness First India Private Limited.
- The buyer of Personal Training / Nutrition Counseling agrees to hold Fitness First India Private Limited free from any and all Liability.
- The buyer of Personal Training / Nutrition Counseling represents that he/she is in good physical condition and has no medical reason, impairment or disability that might prevent him from using all the Club facilities and Personal Training services. The buyer of Personal Training / Nutrition Counseling acknowledges that the Club did not provide any medical advice before the signing of this Personal Training / Nutrition Counseling Agreement, and further agrees and accepts that the Club Management or Fitness First India Private Limited shall not provide him any Medical Advice after this Agreement is signed, relating to physical condition and ability to use the facilities and Personal Training / Nutrition Counseling services. If the buyer has any health or medical concerns, now or after signing the Agreement, it is the buyer's responsibility to discuss them with his own doctor before using the facilities and Personal Training / Nutrition Counseling services.

- The use of the facilities at Fitness First (hereafter referred to as the Club) and Personal Training / Nutrition Counseling service could involve risk of injury to the buyer of Personal Training / Nutrition Counseling whether they or someone else causes it. As such, the buyer understands and voluntarily accepts the risk and agrees that the Club and Fitness First India Private Limited will not be liable for any injury, without limitation, personal, bodily or mental injury, economic loss or any damage to the buyer resulting from the negligence or other acts of the Club or anyone else using the facilities. If there is any claim by anyone based on any injury, loss or damage described here, which involves you, you agree to 1) defend the Club against such claims and pay the Club for all expenses relating to the claim and 2) indemnify the Club for all liabilities to you or anyone else, resulting from such claims. By signing this agreement, you agree to all terms of the Agreement and acknowledge you received a completed copy of it.
- Fitness First India Private Limited reserves the right to revise this agreement at any time, without any advance notice.
- The buyer has relied solely on the Personal Training/ Nutrition Counseling Member Agreement Terms & Conditions stated herewith and has not relied on any other information, written or verbal pertaining to the purchase of Personal Training / Nutrition Counseling services from Fitness First.
- The Terms and Conditions contained in this Agreement shall be read in conjunction with the Terms & Conditions contained in the Membership Application and Agreement Form.

<i>Description</i>	<i>Prices (in Rupees)</i>		
	Iconic	Platinum	Premier
<i>Initiation Fee</i>	6,000	5,000	4,000
<i>Late payment Fee</i>	551	551	551
<i>Downgrade Fee</i>	827	827	827
<i>Upgrade Fee</i>	827	827	827
<i>Transfer Fee</i>	386	386	386
<i>Reissue/ Lost Access Card Fee</i>	386	386	386
<i>Lost Locker Card Fee</i>	386	386	386
<i>Lost towel fees</i>	386	386	386
<i>Body First</i>	2,500	2,500	2,500
<i>Extra Hand Towel Hire</i>	15	15	11
<i>Extra Bath Towel Hire</i>	37	37	29
Note: Prices above are excluding taxes			