



PERSONAL TRAINING AGREEMENT

Personal Details:

Membership Number : 018920579
Member Name : GANGULY, RIA
Mailing Address : ROOM 23A 6/F YICK FAT BUILDING 1048 KING'S
QUARRY BAY

Home Phone No :
Mobile Phone No : 51788480
E-mail Address : Na

Personal Training Agreement Details :

Personal Training Agreement Number: PT1-286739
Type of Personal Training: Individual
Normal PT
Length of Session : 60 minutes
Number of Sessions: 10
Processing Fee : 0.00
Total Personal Training Fees : 6,000.00
Payment Already Received : 6,000.00
Balance Due : 0.00
Balance Due Date : N/A
Start Date : 13/06/2016
Expiry Date : 22/08/2016

☐ **Parent/Guardian:** On behalf of the undersigned minor, I acknowledge and consent to be bound by the relevant terms and conditions of this Agreement and assume any obligations that the undersigned minor does not fulfill for any reason.
☐ **Cosigner:** I acknowledge and consent to be bound by the relevant terms and conditions of this Agreement and assume any obligations that the undersigned member does not fulfill for any reason.
As the parent / guardian or cosigner, I understand that my obligations under this Agreement would end only when this Agreement terminates or expires in accordance with its terms, although I will remain liable for any obligations incurred before the date of such termination or expiry. In addition, I hereby consent to have all financial obligations of the undersigned member due under this Agreement deducted from my credit/debit card as they may become due and payable.

Signed :

Name : Relationship : Date : 13/06/16 Home Phone No. : Mailing Address : E-mail Address : Mobile Phone No. :

- By signing this Personal Training Agreement (hereinafter referred to as the "Agreement"), you (hereinafter referred to as "you" or the "Member") understand that you have accepted and entered into this Agreement with J.V. Fitness Ltd. (trading as California Fitness) (hereinafter referred to as "California Fitness") and have read, understood and agreed to all the terms hereof. All rights and obligations will be in force from the date of signature. You also understand that you have purchased the number of sessions of personal training services (each a "Session" and together, the "Sessions") that is set forth in "Personal Training Agreement Details" above. If you do not have the capacity to enter into this Agreement (i.e., you are under the age of 18), then this Agreement must also be entered into by your parent or statutory representative on your behalf, and such parent or statutory representative hereby agrees that he/she has the capacity to enter into this Agreement and hereby irrevocably guarantees the performance of your obligations under this Agreement.
- You must be an active member in good standing on a paid membership and have entered into a separate membership agreement with California Fitness to utilize the Sessions.
- You may begin using your Sessions from the Start Date set forth in "Personal Training Agreement Details" above. All of your Sessions must be used before the Expiry Date set forth in "Personal Training Agreement Details" above. Any unused Sessions remaining on the Expiry Date will be forfeited. No refunds will be given on unused or forfeited Sessions.
- Sessions and trainers are not available at all times. You must schedule each Session at least 72 hours in advance. You must provide at least 24 hours' prior notice if you wish to cancel or reschedule a scheduled Session, otherwise you will be charged the scheduled Session. California Fitness must provide at least 24 hours' prior notice if it needs to cancel or reschedule a scheduled Session. If California Fitness fails to provide such notice, your sole remedy will be for California Fitness to conduct such Session at a later mutually agreed time.
- Each Session is for the length of time indicated in "Personal Training Agreement Details" above. If you are late for a Session, California Fitness shall be under no obligation to extend that Session beyond the scheduled time. If you are more than 15 minutes late for a Session, you shall be considered a "no-show" and charged the Session, and California Fitness shall be under no obligation to conduct such Session for the remaining scheduled time.
- If you have purchased Group personal training Sessions (each a "Group Session"), as indicated in "Personal Training Agreement Details" above, personal training will be provided by one trainer to you and up to four other members together. All references to "Sessions" in this Agreement also apply to Group Sessions. The other members participating in your Group Session will be assigned by California Fitness to such Group Session without notice to you, and you do not have the right to select or reject such other members. However, you may request in advance for a Group Session to be conducted for you and other members designated by you, although there is no guarantee that California Fitness will be able to accommodate your request.
- Notwithstanding that an Assigned Trainer may be specified in "Personal Training Agreement Details" above, you are purchasing a program and not the services of such Assigned Trainer or any individual trainer. The Assigned Trainer may not be available to conduct any one or all Sessions, in which case another trainer will be assigned. We are not required to give you prior notice of any such unavailability. You are not entitled to a refund or replacement Session if the Assigned Trainer or any other trainer with whom you have scheduled a Session is not available, so long as a substitute certified trainer is provided.
- This Agreement includes the Terms and Conditions and the Disclaimer of Liability (hereinafter referred to as the "Disclaimer") set forth below, and the Membership Rules and Guidelines (hereinafter referred to as the "Rules and Guidelines"), which are incorporated by reference herein. Your respective rights and obligations with respect to the personal training services to be provided by California Fitness are set forth herein and therein. By signing this Agreement, you acknowledge your understanding and acceptance of your rights and obligations under this Agreement, the Terms and Conditions, the Disclaimer and the Rules and Guidelines and agree to follow them. The Rules and Guidelines are posted and/or are otherwise available at all California Fitness locations. By signing this Agreement, you confirm and agree that you have been given sufficient time to review this Agreement, the Terms and Conditions, the Disclaimer and the Rules and Guidelines, and your rights and obligations hereunder and thereunder, and you confirm that prior to signing this Agreement, you have asked a Fitness Consultant or Member Services Officer of California Fitness any questions or concerns that you may have had, and that you received satisfactory answers.
- By signing this Agreement, you acknowledge that you have received a copy of this Agreement.

Signed :

Member : GANGULY, RIA Date : 13/06/16 California Fitness Agent : Keith Leung Date : 13/06/16

TERMS AND CONDITIONS

1. You must present your Membership Card before each Session is conducted.
2. Fees may vary for members depending upon, among other things, the number of Sessions purchased, the type of personal training, country of purchase and/or time of purchase. Your fees are as specified in this Agreement. Unless otherwise specified, all fees are exclusive of any service tax, goods and services tax, value added tax or other tax that may become applicable.
3. California Fitness immediately earns the processing and prepaid fees, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees shall be final and are not transferable or refundable. You may terminate this Agreement at any time but you will not be entitled to a refund of any of your prepaid fees. Any nutritional supplements purchased under this Agreement are not returnable or refundable.
4. California Fitness will not suspend or extend your Expiry Date except in the case of medical disability as substantiated by proof from a licensed physician or for the service of military duty as evidenced by written verification from the government. California Fitness regularly closes on a temporary basis its facilities (or portions thereof) for maintenance, selected holidays and other times based on government or regulatory requirements, and such temporary closures will have no effect on this Agreement so long as such temporary closures are reasonable. If your club of enrollment is forced to close or partially close for 30 days or less by events or occurrences beyond California Fitness' control, such as, by way of example, strikes, lock-outs, labor disputes, acts of God, war, acts of terrorism, riots, civil commotions, malicious damage, accidents, fires, floods, earthquakes, typhoons, power outages or compliance with a law or governmental order, rule, regulation or direction (each hereinafter referred to as an "Unforeseen Event"), you will not be entitled to a refund or credit for unused Sessions. However, if your club of enrollment is forced to close or partially close for more than 30 days by an Unforeseen Event, then California Fitness will extend your Expiry Date, without further payment, for the same period your club of enrollment was closed or completely unavailable, but only if there is not another available club within ten (10) kilometers of your club of enrollment.
5. (a) California Fitness reserves the right to terminate this Agreement if you are in breach of this Agreement, the Terms and Conditions or the Rules and Guidelines. **No refund in respect of prepaid fees or unused Sessions will be paid in the event of such termination.**
(b) California Fitness reserves the right to terminate this Agreement for any reason not stated in sub-paragraph (a) above provided always that such reason does not contravene local laws and regulations. If California Fitness does so terminate this Agreement, it will mail a termination notice to you and refund any prepaid fees in respect of unused Sessions.
(c) If California Fitness closes your club of enrollment permanently and there is not another California Fitness club within ten (10) kilometers of your club of enrollment, this Agreement will terminate on the date of permanent closure. As such California Fitness will refund any prepaid fees in respect of unused Sessions. You are not entitled to a refund if there is another California Fitness club within ten (10) kilometers of your club of enrollment.
(d) California Fitness reserves the right, at its sole discretion, to terminate all agreements with you, including this Agreement, if any related or ancillary agreements, such as your membership agreement, are terminated or expires and is not renewed.
(e) Upon termination of this Agreement, your right to Sessions henceforth ceases. If you owe California Fitness any amounts of money when this Agreement ends, whether under this Agreement or under another agreement, such outstanding amounts shall be deemed to be, and recoverable as, a debt, and California Fitness is entitled to deduct or off-set any amounts from any refund you might otherwise be entitled to for the purposes of satisfying such debt. If the refund is not enough to satisfy the debt, you remain liable to pay California Fitness the outstanding balance and California Fitness reserves the right to take all necessary action to recover such debt.
6. California Fitness may deliver notices to you at the mailing address or e-mail address specified in the "Personal Details" section above in this Agreement, or such other address as you may have notified in writing to California Fitness from time to time. Any such notice, if sent by e-mail, shall be deemed to have been duly given upon transmission, and if sent by mail, proper postage prepaid, shall be deemed to have been duly given three days after posting.
7. You may not amend the terms of this Agreement. Upon written notice to you, California Fitness may make reasonable amendment to this Agreement, the Terms and Conditions, the Disclaimer and/or the Rules and Guidelines in its sole discretion from time to time and where appropriate.
8. The rights to the Sessions shall be enjoyed only by Member, and the Sessions and your rights and obligations under this Agreement may not be transferred, assigned or novated by you. California Fitness may transfer, assign or novate its rights and obligations under this Agreement upon prior written notice to Member.
9. This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong, and Member irrevocably submits to the jurisdiction of the courts of Hong Kong.
10. The provisions of this Agreement are severable and invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. California Fitness' failure or delay to exercise any rights or remedies under this Agreement shall not be construed as a waiver of such rights, remedies or provisions.
11. This Agreement, together with the Terms and Conditions, the Disclaimer and the Rules and Guidelines, constitutes the entire agreement between you and California Fitness with respect to the purchase of the Sessions and supersedes all prior discussions, negotiations and agreements. You acknowledge that neither California Fitness nor anyone else made any verbal or written representations or promises upon which you relied that are not stated in this Agreement. Handwritten changes to this Agreement are not valid. In the event of any inconsistency between the terms of California Fitness' signed copy of this Agreement and the terms of Member's copy of this Agreement (including under "Personal Details", "Accounting" and "Personal Training Agreement Details"), the terms of California Fitness' copy shall prevail.

DISCLAIMER OF LIABILITY

1. Member warrants and represents that he/she is in good physical condition and has no medical reason or impairment that might prevent Member from his/her intended use of California Fitness's facilities or the Sessions. Member confirms that California Fitness did not give Member any medical advice before Member purchased the Sessions and understands that California Fitness cannot at any time give Member any advice relating to Member's physical condition and/or ability to use the facilities or the Sessions. If Member has any health or medical concerns now or after purchasing the Sessions, Member should consult with his/her physician prior to using the facilities or the Sessions. Member agrees that it is his/her personal responsibility to ensure that he/she is in a healthy and physically fit condition before commencing any exercise routine and Member shall ensure that he/she conducts such exercise routine in a safe and careful manner.
2. Member agrees that if Member has any medical or other problems that might prevent Member from using California Fitness facilities or the Sessions, then Member's training will be limited accordingly. However, because it is Member's choice to purchase the Sessions notwithstanding such limitation, Member is obligated to pay the fees and is not entitled to any refund, regardless of the frequency and amount of usage of the Sessions by Member.
3. Member is advised that California Fitness personnel are not authorized by California Fitness to make any representation in whatever form regarding any nutritional and/or pharmaceutical products, whether sold by California Fitness or not and whether sold under this Agreement or not. Member agrees that Member shall hold California Fitness harmless from Member's reliance on any representation that might be made by California Fitness personnel.
4. The use of the facilities or the Sessions at California Fitness naturally involves the risk of injury to Member, whether caused by Member or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of Member's participation in the activities and use of facilities offered by California Fitness and the Sessions, Member understands and voluntarily accepts this risk and agrees that California Fitness, its officers, directors, employees, volunteers, agents and independent contractors will to the extent permitted by law, not be liable for any injury, including without limitation, personal, bodily, or mental injury, economic loss, indirect, special, incidental or consequential damages or any other damage, to Member or Member's spouse, guests, unborn child or relatives resulting from the actions or negligence of California Fitness or anyone on California Fitness's behalf or anyone using the facilities whether related to exercise or not. Further, you understand and acknowledge that California Fitness does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that California Fitness is providing fitness services and shall not be held liable for defective products.

Personal Training

160613-008

California
FITNESS



Orientation Checklist

Welcome to starting your new fitness life style with California Fitness' Personal Training!

PERSONAL TRAINING AGREEMENT

I have received:

- A copy of my Personal Training Agreement ("PT Agreement")
- A receipt for my payment

PERSONAL INFORMATION

I have confirmed my personal information stated in the PT Agreement to be correct, including:

- Membership Number
- Member Name
- Mobile/ Home Phone Number
- Mailing / Email Address

PT AGREEMENT INFORMATION

I have confirmed that the details of the training I have agreed to purchase under the PT Agreement are correct, including:

• Type of Personal Training:	Individual - Normal PT
• Length of Session:	60 mins
• No. of Sessions:	10
• Price per Session:	\$600.00
• Processing Fee:	\$0.00
• Total Due Now:	\$6000.00

PT SESSIONS

I understand that:

- PT Sessions must be scheduled 72 hours in advance.
- PT sessions that are already scheduled must be cancelled or rescheduled at least 24 hours in advance, otherwise I will be charged the session.
- If I am more than 15 minutes late for a session, I will be considered as a "no show" and charged the session. California Fitness is not obligated to conduct the reminder of any such session.
- If I am late for a session, California Fitness is not obligated to extend such session.
- If I purchased Group PT Sessions, the other members participating in a Group Session with me will be assigned by California Fitness without notice to me and I do not have the right to select or reject such other members.
- [Normal PT] shall include any of the following(s): Barbell, Dumbbell, Resistance Machine.

PT AGREEMENT EXPIRY DATE

- I understand that all unused PT sessions will be forfeited on the expiry date as stated in my PT Agreement.

My PT Agreement's expiry date is:

22/08/2016 (dd/mm/yyyy)

- If I request to delay-start or suspend my membership before the expiry date, the PT Agreement will also be automatically delay-started or suspended the same amount of time.
- If my delay-started or suspended membership is early activated, the delay-started or suspended PT Agreement will also be automatically early activated.

PERSONAL TRAINERS

I understand that I am purchasing a program and not the services of any particular trainer, including any Assigned Trainer listed in my PT Agreement. I am not entitled to a refund if any trainer with whom I have scheduled a PT session is not available, so long as California Fitness has provided a substitute certified trainer.

PAYMENT METHODS

- ☐ I agree to set up an installment plan through California Fitness; or
- ☒ I agree to pay the amount in one lump sum and/or I shall set up an installment plan with my bank.

ELECTRONIC NOTIFICATION ON SESSION ACTIVITIES AND SUMMARY

I understand that I shall receive notification of session activities and session summary by

- SMS (session activities for each purchase and usage)
- Email (session summary on a monthly basis)

I shall contact Members' Help Line (Tel: 2909 0799) if there are any discrepancies between the notification and my record within 14 days, after which the notification on session activities and summary will be confirmed as accurate and I shall not raise any objection in future.

My contact number and email address for notification purpose are as follows:

Mobile phone number: 51788480

Email address: Na

TERMS & CONDITIONS

I have read through all of the terms and conditions in my PT Agreement and I fully understand my rights and obligations as stated in the PT Agreement which I have signed.

Member's signature:

Date:

13/06/2016 23:35

PT Agreement No.:

PT1-286739

CF Staff Name/Staff No.:

持咭人存根
CARDHOLDER COPY

BILL NO. SALES STAFF

MERCHANT NAME

JV FITNESS - QBA
CLUB

TERMINAL NO. 018-711
MERCHANT NO. 001040718

CARD TYPE / NUMBER
540006000047***234

TX. 易辦事 EPS EXPIRY 007086
ISN/TRACE

BATCH NO. JUN 13, 2016 23:42
DATE/TIME
REF. NO.

消費 SALE APP. CODE

A/C:0000000047***234
A/C INDICATOR : 001
VALUE DAY : JUN 14

HK
DOLLAR

TOTAL HKD6000.00

接受 ACCEPTED

I ACKNOWLEDGE SATISFACTORY RECEIPT OF RELATIVE GOODS / SERVICES.

多謝您使用EPS

THANK YOU FOR USING EPS

X CARDHOLDER SIGNATURE

NO REFUND

THE ISSUER OF THE CARD IDENTIFIED ON THIS ITEM IS AUTHORIZED TO PAY THE AMOUNT SHOWN AS TOTAL UPON PROPER PRESENTATION. I PROMISE TO PAY SUCH TOTAL (TOGETHER WITH ANY OTHER CHARGES DUE THEREON) SUBJECT TO AND IN ACCORDANCE WITH THE AGREEMENT GOVERNING THE USE OF SUCH CARD.

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