

FitLife Challenge LTD Group Training Terms & Conditions

1. Our contract with you

1.1 **What these terms cover.** These terms and conditions apply to your Fitlife Group Training Membership with Fitlife Challenge Ltd (us, we) and our supply of the FitLife Challenges and group training classes (the Services) to you (the Contract).

1.2 **Why you should read them.** Please read these terms carefully before you submit your application for membership to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Fitlife Challenge Ltd, a company registered in Mauritius. Our company registration number is C160436 and our registered office is at Lot 21, Morcellement Les Multipliants, Petite Rivière Noire Mauritius. Our business registration number is C18160136.

2.2 **How to contact us.** You can contact us by telephone on (230) 5849 7245 or by sending an email to grant@fitlife.mu.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by email at the email address you provided to us in your application.

2.4 **" Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **Our contract.** These terms and conditions (Terms) apply to the application by you and supply of Services and Facilities by us to you (Contract). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

4. Making an application and its acceptance

4.1 **Submitting an application.** Please follow the onscreen prompts to make an application for membership. You may only make an application using the method set out on our website at www.fitlife.mu You may also make your application directly at the Fitlife studio facility.

4.2 **Correcting input errors.** Our application process allows you to check and amend any errors before submitting your application to us. Please check the application carefully before confirming it. You are responsible for ensuring that your application is complete and accurate.

4.3 Acknowledgement receipt of your application. After you make your application, you will receive an email from us acknowledging that we have received your application. Please note that an email acknowledgement does not mean that your application has been processed and accepted. Our acceptance of your booking will take place as described in clause 4.4.

4.4 Accepting your application. Our acceptance of your application will take place when we send an email confirming the acceptance of your application (Membership Confirmation), at which point the Contract will come into existence between you and us. The Contract will relate only to those Services confirmed in your Membership Confirmation.

4.5 If we cannot accept your application. If we are unable to accept your application, we will inform you of this in writing and will not process your application or charge you for the Services.

5. Memberships

5.1 We offer five Membership packages:

(a) Bronze Membership. This allows one individual access to one Fitlife Challenge LTD group fitness class per week at a cost of Rs 1600,00 per month.

(b) Silver Membership. This allows one individual access to two Fitlife Challenge LTD group fitness classes per week at a cost of Rs 1950,00 per month.

(c) Gold Membership. This allows one individual access to three Fitlife Challenge LTD group fitness classes once per week at a cost of Rs 2550,00 per month.

(d) Platinum Membership. This allows one individual access to four Fitlife Challenge LTD group fitness classes per week at a cost of Rs 3250,00 per month.

(e) Diamond Membership. This allows one individual access to five Fitlife Challenge LTD group fitness classes per week at a cost of Rs 3950,00 per month.

6. Duration of Membership

6.1 There is an initial 12 Month agreement from date of registration, thereafter your membership will be auto renewed.

6.2 We are not responsible for delays outside our control. If our performance of the Services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

7. Price

7.1 In consideration of us providing the Services you must pay our charges (Charges) in accordance with this clause 6.

7.2 The Charges are the prices quoted on our site at the time you submit your application.

7.3 If you wish to change to another Package after we accept your application, and we agree to such change, we will modify the Charges accordingly.

7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.6 for what happens if we discover an error in the price of the Services you applied for.

7.5 Our Charges are inclusive of VAT.

7.6 It is always possible that, despite our reasonable efforts, some of the Services/Memberships on our site may be incorrectly priced. Where the correct price for the Services/Memberships is less than the price stated on our site, we will charge the lower amount and if the correct price for the Services/Memberships is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your application. We will not process your application until we have your instructions. If we are unable to contact you using the contact details you provided during the application process, we will treat the application as cancelled and notify you in writing. However, if we mistakenly accept and process your application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

8. How to pay

8.1 You can pay for the Memberships in a single payment or as a monthly payment plan. If you pay in a single payment, a discount of 10% will be applied to the price. If you pay according to a monthly payment plan you will be charged the amount of the Membership chosen by yourself.

8.2 We accept your first payment by cheque, debit card, Mastercard, Visa, online banking, and Juice. Monthly payments thereafter due by the 1st of the month in advance for the month ahead by direct debit/standing order ONLY, your designated bank account will be charged automatically each month. If you wish not to be on standing order, then a 10% additional admin fee will be added to your monthly package fee.

8.3 We will send you an electronic receipt as soon as payment is received every month.

8.4 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.5 If you do not pay us for the services/memberships when you are supposed to (see clause 8.2) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services.

8.6 In the event of non-payment and/or refusal of payment in accordance with this contract, legal action may be taken to recover all funds from you due to Fitlife Challenge LTD. You will be liable for all legal costs involved.

9. Ending the contract

9.1 Your right to end the Contract

(a) If you wish to end your contract within the first 12 months you will be liable to pay for all remaining monthly package fees due till the end of the first 12 months. You may contact us by sending us an email to the address set out in clause 2.2.

(b) If you wish to end your contract after the first 12 month then two calendar months' notice is required including the two months package fee's will be due.

9.2 Our right to end the contract

(a) We may end the Contract at any time by writing to you for any reason we see fit.

10. If there is a problem with the services

10.1 If you have any questions or complaints about the Services, please contact us. You can contact us using the contact details set out in clause 2.2.

11. Limitation of liability

11.1 The Services is physically challenging and carries with it risks that we cannot eliminate. These include the risk of personal injury.

11.2 You must always act responsibly and sensibly.

11.3 You must not participate if you are pregnant without doctor's clearance or under the influence of alcohol or non-prescription drugs.

11.4 You must follow any safety warnings or instructions displayed or given to you by a member of staff. Ask a member of staff if you are unclear.

11.5 We are not qualified to express an opinion that you are fit to safely participate. You must obtain professional or specialist advice from your doctor before participating.

11.6 In the absence of any negligence or other breach of duty by us, participation in the Fitlife Challenge and use of the Services is entirely at your risk.

11.7 You are responsible for using equipment safely and as directed. You must behave sensibly and follow any safety instructions so as not to hurt or injure yourself or others.

11.8 In the absence of any negligence or other breach of duty by us, the use of our machinery, equipment or facility is entirely at your own risk.

11.9 In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction or loss of your property or belongings while using our facilities.

12. Communications.

12.1 Form of notice. All notices, requests, claims, demands and other communications between you and us shall be in writing.

12.2 Method of notice. All notices shall be given (i) by first class, registered or certified mail, postage prepaid, or (ii) by electronic mail to the address as you or we may specify in writing.

12.3 Receipt of notice. All notices shall be effective upon (i) when received by the addressee if sent by first class, registered or certified mail (receipt requested) or (ii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

12.4 Change of contact details. Either party may notify any other party of any changes to the address or any of the other details specified in this clause, provided, however, that such notification shall only be effective on the date specified in such notice or five business days after the notice is given, whichever is later.

12.5 Refusal of delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

13. Intellectual property rights

All intellectual property rights in or arising out of or in connection with the Services [(other than intellectual property rights in any materials provided by you)] will be owned by us.

14. How we may use your personal information

14.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

15. General.

15.1 Assignment. We may assign our rights and obligations under this Contract to another person and will notify you in writing if this happens. You may not assign your rights or obligations under this Contract.

15.2 Amendments. Any amendments to this Contract shall be effective if agreed in writing and signed by you and us.

15.3 Waiver. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.4 Severance. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be

deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

15.5 Governing law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Mauritius.

15.6 Dispute resolution. The courts of Mauritius shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.