

Terms and Conditions

Note: 10444642 Canada Ltd. (O/A – The Personal Training Centre or PTCOach)

If any one of these are used herein there are interchangeable for the purposes of this document.

1. Waiver Form

You agree to sign a waiver form with 10444642 CANADA LTD.

2. Under 18

People under the age of 18 are required to provide a certificate from a parent or legal guardian confirming approval to train with 10444642 CANADA LTD..

3. Your Health

You warrant that you are in good physical condition and you know of no medical or other reason why you cannot or should not do active or passive exercise. You recognize that the fitness instructor(s) is not able to provide me with medical advice with regard to my fitness, and that this information is used as a guideline to the limitations of my ability to exercise. I agree to not hold any trainer or directors of 10444642 CANADA LTD. liable for any injury that may occur during an 10444642 CANADA LTD. session.

4. Cancellations: Memberships - Cancel anytime, \$0 cancellation fee

5. Refunds: There are no refunds. If you pay for a month you are obligated to complete or forfeit that month if you choose to cancel during a month you've paid in advance for.

6. Paying for memberships/subscriptions

All membership/subscriptions are due on the 1st of every month. If you start after the first your first payment will be pro-rated.

Membership fees are paid in advance by direct debit from a bank account or credit card.

7. Meeting Your Responsibilities (direct payment/subscriptions)

You must make sure:

- your account can accept direct debits
- there is enough money in your account on the payment day
- you tell us if you are transferring or closing your account at least 72 hours before the next direct debit
- you tell us about any changes to your credit card, such as its expiry date or number, at least 72 hours before your next debit

8. What happens if your payment is declined or fails for any reason?

If you do not fully pay your fees on the due date, 10444642 CANADA LTD. will suspend access to 10444642 CANADA LTD. until any outstanding balance has been paid and you have given us your updated account details if they are required. 10444642 CANADA LTD. will continue to debit your nominated account without notice, until 10444642 CANADA LTD. have received the total amount you owe 10444642 CANADA LTD.. 10444642 CANADA LTD. will make a reasonable effort to advise you on the status of the failed payments by letting you know beforehand by:

- phoning or texting you
- writing to the email address you provided

For membership/s in your name, you must make sure that the payment method you choose remains valid for the length your training/coaching. If the details you give us fail, you are liable for all resulting fees.

9. Can 10444642 CANADA LTD. change your agreement?

10444642 CANADA LTD. may sometimes add to, change or remove our terms and conditions. This includes changing the opening and closing hours, the 10444642 CANADA LTD. services and facilities and membership fees. Sometimes, 10444642 CANADA LTD. may also close for refurbishment to improve the facilities. If this substantially reduces our ability to provide our service to you, 10444642 CANADA LTD. will reduce your membership fees accordingly on a pro-rated basis.

10. Can 10444642 CANADA LTD. increase your fees?

10444642 CANADA LTD. reserve the right to increase your fees. 10444642 CANADA LTD. will make a reasonable effort to tell you about this at least 28 days beforehand by posted notice or email. 10444642 CANADA LTD. will consider that you have received our letter or email on the second business day after it is sent. Where 10444642 CANADA LTD. have made a reasonable effort to let you know about a fee increase, you authorize us to increase any debits from your nominated account.

11. Use of your image

You agree to allow 10444642 Canada Ltd. to take a video or photo to use for promotion purposes from time to time.