



Terms & Conditions

This “**Contract**” is entered by and between **(AMFIT) Alchemystical Fitness** and clients enlisting the products and services of the “**Company**”, also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Terms and Conditions.** The Parties agree to the following terms and conditions:
 - a. The Client is engaging the Company for personal training services to be provided by the Company's Trainer(s) (the “Trainer(s)”) for a duration of **12 weeks** for signature 1:1 packages.
 - b. Each Personal Training Session (the “Training Session”) will last **60** minutes.
 - c. There will be no extension of the Training Session beyond the scheduled hour if the Client is late.
 - d. If the client is late by more than **15** minutes, the Trainer(s) may cancel the scheduled Training Session except in extenuating circumstances, at the Trainer(s) discretion.
 - e. The Client agrees to inform the Company and its Trainer(s) of any and all conditions medical or otherwise, that may affect the Client's ability to participate in Training Sessions.
 - f. The Client agrees to sign the attached Informed Consent and Assumption of Risk and Release of Liability.
 - g. The Client agrees to inform the Company and its Trainer(s) of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in Training Sessions.
2. **Training Sessions.** The Trainer(s) will create an exercise program geared to the Client's fitness level and experience in order to meet the Client's objectives. The exercise program may include, but are not limited to, the following activities: physical fitness evaluation, stretching, aerobics, aerobic conditioning, cardiovascular training, weight lifting and training.
3. **Training Duration.** All Training Sessions must be used within **01** month of the Effective Date.
4. **Training Payments.** The Client will pay for Onsite Training Sessions upfront. The Client shall top up the price difference for Offsite Training Sessions, if the use of external gym facilities are deemed necessary.
5. **Rescheduling of Training Sessions.** The Client shall provide **12** hour notice of any necessary rescheduling of a scheduled Training Session. Failure to provide **12** hour notice shall result in the Client being charged the full rate for the missed Training Session, except in extenuating

circumstances, at the Trainer(s) discretion. The Company and its Trainer(s) will endeavor to also provide the Client **12** hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable due to extenuating circumstances, which may include, but not be limited to, unforeseen weather conditions; such would not constitute breach of this Contract on behalf of the Company .

6. **Additional Costs Incurred.** Any expenses incurred by the Client following through on the recommendations provided by the Trainer(s) will be fully borne by the Client.
7. **Indemnity.** The Client agrees to indemnify and hold harmless the Company and its Trainer(s) for any injuries, illnesses, damage, loss or theft of personal property, experienced as the result of Training Sessions.
8. **Termination.** The Client agrees that no roll-over sessions or refunds will be granted for any reason whatsoever. All Training Sessions paid for are non-transferable and non-refundable. The Company and its Trainer(s) are not obliged to fulfil any outstanding sessions beyond **01** month from the Effective Date, except for medical reasons which must be endorsed by a doctor's letter.
9. **Warranties.** While the Company and its Trainer(s) fully believe that the Training Sessions, personalized to suit the fitness goals of the Client, are beneficial to the Client's health and wellness, the Company and its Trainer(s) cannot guarantee the results of the Training Sessions. The Company and its Trainer(s) make no representations and/or warranties that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. The Company and its Trainer(s) strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise.
10. **Media Release.** The Client agrees that that the Company and its Trainer(s) reserves the right to copyright and/or use, reuse, publish, and/or republish photographic images, audio and video recordings, interview material or any combination thereof, for inclusion in any promotional, educational, or advertising purposes. The Client waives all rights to fees, and compensation for any use, replication, publication, or distribution of such materials.
11. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Company and the Client.

12. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
13. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding in Singapore. The Parties each represent that they have the authority to enter into this Contract.
14. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
16. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of Singapore where the Training Sessions will occur, without giving effect to any conflicts of laws provisions.

The Parties agree to the terms and conditions set forth above when enlisting the product and services of **(AMFIT) Alchemystical Fitness**.