

## Terms and conditions

Please read all the Terms and Conditions ('T&C') carefully before booking a session of the cycling class ('Class/es') with M/s. Velocrush Online Services Private Limited which shall include its founders, directors, officers, volunteers, representatives, affiliates, attorney, successors, assignees, employees, trainers, liquidators, administrators, etc. ('Company').

### 1. **Applicability:**

On confirmation of Your booking or reserving Your booking on the website, telephone, any other web portal or agent or any manner acceptable to the Company, for any of the Classes organized by the Company, You shall be bound by this T&C, irrespective if the same is signed or not, and the said T&C shall be a binding contract between You and Company.

### 2. **Cycling Classes:**

2.1 The Company organizes and conducts 2 (two) type of cycling Classes i.e. Standard Classes and Personalized Classes.

**Standard Class:** In the Standard Class, You have to come to the location where the trainer of the Company will conduct the Session of the cycling Class exclusively for You.

**Personalized Class:** In the Personalized Class, the trainer of the Company will come to Your for conducting the Session of the cycling Class exclusively for You.

For the purpose of this T&C, the term 'Session' means a single session or class of the cycling Class conducted by the Company.

2.2 Each Session of the cycling Class shall be for a duration of 60 (sixty) minutes only.

2.3 The day and timings of the Session of the cycling Class may be mutually decided between You and the Company, which shall be preferably in the mornings and evenings on the weekdays and weekends.

2.4 In both the Standard Class and Personalized Class, You shall be provided with a personal trainer for each Session of the cycling Class conducted by the Company.

2.5 You agree that in case You intend to cancel a Session of the cycling Class booked by You, a 24 (twenty four) prior notice has to be given to the Company, failing which the Class Fees, if paid shall lapse. Further, in case of timely cancellation of the Session by You, the Company shall not provide You with the refund of the Class Fees, however; the said Class Fees can be adjusted against any other Session of the cycling Class which may be booked by You in future, wherein the same can be adjusted within 3 (three) months of such cancellation, failing which the Class Fees shall lapse.

2.6 You agree that the Company can cancel the Session of the cycling Class, at any time before the actual beginning of the Session due to wrong bicycle, unavailability of the trainer, other Force Majeure Events, etc. In such case, the Class Fees, if any, paid by You for such cancelled Session can be adjusted against any other Session of the cycling Class which may be booked by You in future, wherein the same can be adjusted within 3 (three) months of such cancellation, failing which the Class Fees shall lapse.

### 3. **Payment Terms:**

- 3.1 You agree that the Class Fees will be charged on per session basis i.e. for each session of the cycling Class separate Class Fees will be paid by You.
- 3.2 You agree that the cost of each session of the Personalized Class will be higher than that of the Standard Class, as in the former the trainer of the Company has to personally travel to the Your location to conduct the cycling Class.
- 3.3 You confirm that the amount of the Class Fees payable by You for each session of the cycling class has been communicated, whether orally or in writing, to You and You agree to pay the same.
- 3.4 You agree that 100% (hundred percent) of the entire Class Fees has to be paid in order to confirm Your session of the cycling Class with the Company on or before the date of the session, unless otherwise communicated by the Company in writing.
- 3.5 For the purpose of this T&C, the term 'Class Fees' shall mean the entire consideration charged by the Company exclusive of taxes for conducting the session of the cycling Class which shall be communicated by the Company to You, in any manner feasible.
- 3.6 Payment towards Class Fees can be made in cash, cheque, online transfer or any other manner acceptable to the Company, without withholding any taxes, unless otherwise agreed in writing by the Company.
- 3.7 Notwithstanding the terms hereinabove, the Company reserves the right to change the said Payment Terms and/ or the Class Fees, which shall be communicated to You and You agree to adhere by the same. You agree that the changes in the conduct of the Session are subject to contingent events.
- 3.8 It is recommended that You re-confirm Your booking at least 24 (twenty four) hours prior to the Session.

#### **4. Miscellaneous Terms:**

- 4.1 You agree and confirm the following:
  - i. You confirm that You are a person competent to enter into a contract as per Indian Contract Act, 1872 and to take the Sessions of the cycling Class. In case of booking of any Session with the Company is done in name of a minor wherein the said minor would be taking the Session, then in such a case, the lawful guardian of the said minor shall be responsible towards the minor and the T&C herein shall be applicable on such lawful guardian on behalf of the minor. Minor shall mean a person as defined in Indian Contract Act, 1872.
  - ii. You shall not assign/ transfer or deal with any manner, Your booking for any Session in favour of any other person. You agree that the student in whose name the booking is made or reserved must be present for the Session, failing which the Company reserves the right to cancel Your Session without refunding the Class Fees.
  - iii. You agree to come at least 10 (ten) minutes prior to the timing of the Session. The Company is not obligated to extend the Session due to Your late coming.
  - iv. You shall follow and comply with the lawful instructions of the Trainers appointed by the Company for every Session. You shall not question the competency of the Trainer, at any time whatsoever.

- v. You agree that the Company shall have the right, at its sole discretion, to allot a Trainer for conducting the Sessions. You agree that in case of preference of female trainers over male trainers for conducting the Session, the same has to be communicated to the Company before booking the Session. Further, You agree that the female Trainer for conducting the Session may be made available subject to availability of the same and further the Company does not claim or guarantee to make available the same for conducting the Session.
- vi. In case of any complaint with respect to the conduct of the Trainer during the Session, You agree to communicate the same in writing to the Company immediately enumerating the precise events of the misconduct of the Trainer. If You refrain to do the same, it shall be deemed that You have waived the same. On receipt of such complaint, the Company may, if it deems necessary, take necessary actions against the Trainer.
- vii. You shall comply with all the applicable laws prevalent in India and/ or arising out of this T&C.
- viii. You shall comply with the Company's requirement with regard to Your conduct before, during and after the Session and shall not in any way constitute a nuisance to any other person/s including the Trainers and/ or any related/ unrelated third party.
- ix. You shall be responsible for Your travel insurance and/ or any other insurance/ indemnity/ assurance with respect to each Session and/ or arising out of this T&C.
- x. You confirm that You are medically fit and able to embark upon the Session of the cycling Class, at Your own risk and expense.
- xi. You understand that the Company may provide You with a bicycle for the said Session and further, in such a case You shall be responsible to take due care of the said bicycle and ensure that the said bicycle is returned in the same condition as it was given to You before the Session, failing which the Company reserves the right to recover from You all necessary damages, whether repairable or unrepairable and You shall, at all times, be liable to pay the same. You shall be responsible for arranging any other moveable/ non-moveable assets required by You for the said Session and the Company shall not be responsible to provide You with the same, unless specifically agreed by the Company in writing. You shall be responsible for Your moveable/ non-moveable assets, and any damage caused to Your moveable/ non-moveable assets during the Session and thereafter.
- xii. You agree to dress appropriate for the Session of the cycling Class and ensure to wear comfortable shoes.
- xiii. You will wear a bicycle helmet and protection gear, at all times, during the Session of the cycling Class.
- xiv. You understand that the Session and the bicycling is inherently dangerous, presenting a number of risks, such as the risk of falling, colliding with other riders/ vehicles, encountering hidden obstacles or varying terrain, or the risk of injury from failure of the bicycle or any of its components and You shall not hold the Company responsible for the same, at any time whatsoever.
- xv. You freely and expressly accept all the risks associated with bicycling during the Session, including the risks of injury or death and You shall not hold the Company responsible for the same, at any time whatsoever.

- xvi. You acknowledge that the bicycle must be used in the range of the intended use of the bicycle i.e. road and cross-country riding and not for stunt riding, during the Session or any time whatsoever.
- xvii. You shall be responsible to comply with traffic rules and/ or other requirements of civil rules.
- xviii. You acknowledge that if You are not be able to complete the Session or to consume benefits of the Session, for reasons neither caused by Yourself nor the Company, or should You are not be able to complete the Session, You have no right to claim a refund for the same with the Company.
- xix. You agree upon and understand that the owners, operators and agents of the Session including the Company are not the guardians of Your safety and they cannot be held liable in any way for any occurrence in connection with the Session, which might result in injury, death or damage to the You/ Your affiliates/ related or unrelated third party or Your property, etc.
- xx. You confirm that You are in the requisite age group of 4 (four) to 70 (seventy) which is applicable for the taking said Session of the cycling Class as determined by the Company.
- xxi. No smoking, alcohol or any intoxicant, of any nature whatsoever, consumption is permitted before and during the Session i.e. till the Session is not completed and You hereby agree and confirm to abide by the same, failing which the Company reserves the right to take necessary action against You including canceling Your training, at any time, before or during the Session.
- xxii. You agree that the Company neither guarantees nor claims that You will learn cycling after taking a certain number of Sessions of the cycling Class. You understand that learning to ride a bicycle depends upon individual capacity, interest, focus and liking and the Company does not guarantee the same, at any time whatsoever.
- xxiii. You agree that any nuisance or loss caused to any third party including circumstances wherein the vehicle of any third person is damaged, physical injury to any third person, any accidents, of any nature whatsoever, etc. shall be Your sole responsibility and the Company shall not be liable for the same, at any time whatsoever.
- xxiv. You understand that the use of earphones for the purposes of playing music whilst riding, during the Session, is not allowed.
- xxv. You are aware that while the Company would like to cater for Your every need, not all requests can be accommodated.

4.2 The Company shall not be responsible and held liable for the following:

- i. The Company shall not be responsible and be held liable by You and/ or Your affiliated/ third party for any Force Majeure Events or Acts of God including but not limited to expenses incurred or special/ consequential loss, injury and damage - directly or indirectly due to natural hazards, bad weather conditions, accident, breakdown of bicycle, breakdown of transport, weather, sickness, landslides, political closures, acts of God, floods, fire, wars, civil riots, theft, change in government policy/ regulations or any other causes beyond the control of the Company or any untoward incidents or any such causes whatsoever including any liability or extra expenses sustained by You which may result into change/ delay in the Session or change in the timings/ date/ expenses/ Class Fees or

- cancellation of the Session or any other matter whatsoever. You shall be responsible for the liability or extra expenses incurred/ to be incurred as a result of such forgoing causes.
- ii. The Company does not have any insurance policy covering the expenses for accident, sickness, loss due to theft and/ or any other reasons. You are advised to seek such insurance arrangements. All baggage & personal property/s at all times are at Your risk.
  - iii. The Company shall not be responsible for the misconduct of its Trainers after the session at the center or at the clients location.
  - iv. The Company shall not be responsible for the misconduct of any related/ unrelated third party, at any time whatsoever, during the Session and thereafter.
  - v. The Company shall not be responsible, at any time and in any manner whatsoever, towards occurrence of any situation/ event including losses/ damages or claims suffered by You/ Your affiliates or third party on occurrence of any situation/ event enumerated in clause 4.1 hereinabove.
- 4.3 You agree to indemnify, defend and hold harmless the Company along with its employees, affiliates, etc. from claims arising out of or related to the Session and/ or this T&C.
- 4.4 The Company reserves the right to terminate Your training of cycling before, during or after the Session, with/ without assigning any reasons and without refunding the Class Fees or paying of any monies, which shall be determined at the sole discretion of the Company. In these circumstances, You shall at Your own expense and responsibility be obliged to make Your way home.
- 4.5 All disputes arising out of or in connection with this T&C and/ or the Session shall be referred to a Sole Arbitrator to be appointed by the Company, as per terms of Arbitration and Conciliation Act, 1996 read with rules and amendments made thereto. All such disputes shall be subject to the exclusive jurisdiction of Courts of Mumbai only. The laws of India shall govern the validity, interpretation, construction, performance and enforcement of this T&C and/ or any other event arising out the Session of cycling Class/ T&C.
- 4.6 The Company will provide Your personal information to its staff members only. The Company will do all reasonably possible to protect personal information. The Company might use the given e-mail address and phone numbers to send from time to time a topic related newsletter or other details of the Company or upcoming Classes.
- 4.7 The Company reserves the right to amend, change or delete, at any time, any clauses of the T&C or of the Class and You agree to adhere by such revised T&C/ Class, as the case may be.
- 4.8 The T&C is personal to You, and is not assignable, transferable, or sub-licensable except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without Your consent.
- 4.9 No agency, partnership, joint venture, franchiser, contractor, principal or employment relationship is created as a result of this T&C.
- 4.10 If any provision of this T&C is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the T&C will otherwise remain in full force and effect and enforceable. The failure of the Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

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I, \_\_\_\_\_, acknowledge that I have read, understood and accepted the above T&C.

Signature

Date: