



### Coastal Fitness Limited Terms and Conditions

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*These General Membership Terms and Conditions are referred to as "these Terms and Conditions".*

#### **1. General Membership Terms and Conditions**

- 1.1 By purchasing a membership at CFL the member agrees to:
  - (a) comply with these Terms and Conditions which include the Rules of Membership; and
  - (b) sign and return the Coastal Fitness Waiver and Release of Liability form prior to commencement of training.
- 1.2 CFL reserves the right to suspend or rescind any membership in the event of a breach of these Terms and Conditions.
- 1.3 All Terms and Conditions are at the discretion of CFL. CFL reserves the right to change or update the Terms and Conditions at any time.

1.4 CFL reserves the right to increase its membership fees at any time with reasonable notice.

1.5 Memberships are with CFL, not with individual Trainers and the member acknowledges that the Individual Trainers are not a party to the contractual relationship between CFL and the member.

1.6 Memberships are non-transferable. If necessary, CFL reserves the right to request the member to provide satisfactory photo ID proof as a condition to entering Coastal.

1.7 CFL is committed to the protection of privacy and to fully implementing and complying with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap.486) (the "Ordinance"). CFL collects personal data in accordance with the Ordinance. Please refer to the CFL Privacy Policy annexed herewith.

1.8 All written notices (referenced below) must be submitted by email to [info@Coastalfitnesshk.com](mailto:info@Coastalfitnesshk.com) - Please note that verbal, Whatsapp, WeChat or written notices sent directly to a Trainer (or any other email address) will not be accepted as formal notice from a member to CFL.

#### **1.10 Privacy**

Please refer to the CFL Privacy Policy for details.

#### **1.11 CCTV**

For safety and security purposes, CCTV cameras are installed in all general purpose areas and on the gym floor. There are no cameras in the bathrooms, changing rooms or the Physio / Consultation room.

#### **1.12 Media Consent**

1.12.1 From time to time CFL may use photos and/or video footage relating to the member's experiences with Coastal for the purposes of social media, publications, presentations, media and promotional materials. By training at Coastal the member is deemed to consent to the use of his/her image for these purposes.

1.12.2 If the member does not wish to be featured in any photos or video footage, the member should advise a CFL staff member at the time of recording, or otherwise contact [info@Coastalfitnesshk.com](mailto:info@Coastalfitnesshk.com), at which time the use of any photos or video footage will cease immediately.

1.12.3 As CFL's commitment to protecting personal data, any unused and disused photos and/or video footages will be erased after 7 years from the time they are taken (if unused) or when they are last used (if disused).

## 2 Definitions

- 2.1 **Calendar day:** means all days in a month including weekends and general holidays in Hong Kong.
- 2.2 **CFL:** Coastal Fitness Limited (the company).
- 2.3 **Coastal:** The facility.
- 2.4 **Freeze Periods:** Freeze Period = a period of no less than 1 week and no more than 8 weeks when the member is traveling overseas and would like to put their membership on hold. Please refer to CFL's Policies on "Freeze Periods for One Time Payment Packages".
- 2.5 **Group Class**
  - 2.5.1 **Group Class:** refers to any of the following services offered at Coastal Fitness; Strength & Conditioning (S&C) Classes, Barbell Club, Functional Gymnastics, Functional Mobility, Coastal30\*
  - 2.5.2 **Coastal30:** is a 30 minute class which equates to one full session. This is deducted from the monthly allowance.
    - 2.5.2.1 The member may choose to attend this class using a different package, if preferred.
- 2.6 **Trainer:** means a trainer employed by CFL to provide training services to members at Coastal.

## 3 Rules of Membership

- 3.1 **Safety is our number one concern:** All users of Coastal must complete our movement checklist, and/or undergo an assessment with one of the Coastal coaches before using any of the facilities at Coastal.
- 3.2 **Don't ignore your injuries:** We care about your health! If you are injured, please consult our coaching team regarding whether you should continue training and if so, how to scale your workout appropriately. If at any point you feel unwell, dizzy, or faint, please stop what you are doing immediately, and speak to a member of the coaching team.
- 3.3 **Book Your Place:**
  - 3.3.1 All members attending Coastal for Group Classes, Open Gym, and/or iTrain are required to book in through MindBody, prior to their arrival. This is to ensure that classes and/or Open Gym sessions are not overcrowded.
  - 3.3.2 Walk-ins are not allowed, CFL reserves the right to refuse entry to any member who has not booked in through MindBody prior to arriving at Coastal.
  - 3.3.3 All members are required to sign in at the front desk upon arrival: This is a fire safety requirement.
  - 3.3.4 Please note that there is a 5 minute grace period for class attendance. Any member arriving over 5 minutes late will only be permitted to join the class at the Trainer's discretion.
- 3.4 **Let Coaches Coach:** We have experienced coaches. It is their job to inform, instruct and coach technique. Whilst support is always welcomed, please leave the technical advice to the coaches. All members shall follow the Trainer's instructions and treat our Trainers with respect.

- 3.5 **Don't Put Down – Put Away:** Disinfectant and small towels are provided. As a courtesy to other members, everyone is expected to spray, clean and wipe down their equipment after use.
- 3.6 **Show Respect:** Coastal provides a friendly and encouraging environment for members to excel and uplift themselves. All Coastal users, including members and staff, shall be polite and courteous to each other, and treat each other with respect. Introduce yourself, be supportive, be honest. TRUST THE PROCESS.

## 4 Terms and Conditions by Membership Type

### 4.1 Unlimited Group Classes - Monthly Payment

- 4.1.1 The member is entitled to attend an unlimited number of Group Classes per month.
- 4.1.2 Policies on "Monthly Payment" shall apply to this section.
- 4.1.3 **Downgrading from an Unlimited Monthly Membership to a Limited Monthly Membership**
  - 4.1.3.1 Downgrade requests should be made in writing to CFL at least 7 calendar days in advance of the next billing date.
  - 4.1.3.2 Membership downgrades will be effective on the 1st day of the following month.
  - 4.1.3.3 CFL will not provide refunds for late requests.

### 4.2 Unlimited Group Classes - One Time Payment, 6 months

- 4.2.1 All One Time Payment Packages are non-refundable and non-transferable.
- 4.2.2 This 6 month package expires 6 months after the date of purchase.
- 4.2.3 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

### 4.3 Unlimited Group Classes - One Time Payment, 12 months

- 4.3.1 All One Time Payment Packages are non-refundable and non-transferable.
- 4.3.2 This 12 month package expires 12 months after the date of purchase.
- 4.3.3 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

### 4.4 Limited Group Classes - Pay Monthly

- 4.4.1 The member is entitled to attend a maximum of 12 Group Classes per month.
- 4.4.2 Policies on "Monthly Payment" shall apply to this section.
- 4.4.3 **Upgrading a Limited Monthly Membership**
  - 4.4.3.1 Members can request upgrades to Unlimited Group Classes at any time.
  - 4.4.3.2 Upgrade requests implemented in the middle of a billing cycle will incur a prorated upgrade fee to offset the difference between membership prices.

4.4.3.3 No fee will be implemented for upgrades requested to begin at the start of the next billing cycle. The member is required to update their AutoPay settings, if necessary.

4.4.3.4 CFL reserves the right to serve notice of an upgrade if the members account exceeds 12 classes per month.

**4.5 Limited Group Classes – One Time Payment, 6 months**

4.5.1 All One Time Payment Packages are non-refundable and non-transferable.

4.5.2 The member is entitled to attend a maximum of 72 sessions, in total.

4.5.3 If all 72 sessions are used before the end of 6 months from the date of purchase, and a member wishes to continue using Coastal, an additional package or membership must be purchased.

4.5.4 In the case of any dispute regarding the number of classes deducted from a package or membership, CFL's decision shall be final.

4.5.5 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

**4.6 Limited Group Classes – One Time Payment Package, 12 months**

4.6.1 All One Time Payment Packages are non-refundable and non-transferable.

4.6.2 The member is entitled to attend a maximum of 144 sessions in total.

4.6.3 If all 144 sessions are used before the end of 12 months from the date of purchase, and a member wishes to continue using Coastal, an additional package or membership must be purchased.

4.6.4 In the case of any dispute regarding the number of classes deducted from a package or membership, CFL's decision shall be final.

4.6.5 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

**4.7 Open Gym - pay monthly**

4.7.1 Open Gym memberships include unlimited use of Coastal during Open Gym training times only. As hours for Open Gym training times may differ from week to week, please visit our website or ask our staff for an updated list of Open Gym training times.

4.7.2 Policies on "Monthly Payment" shall apply to this section.

**4.8 Open Gym - One Time Payment, 6 months**

4.8.1 All One Time Payment Packages are non-refundable and non-transferable.

4.8.2 Open Gym memberships include unlimited use of Coastal during Open Gym training times only. As hours for Open Gym training times may differ from week to week, please visit our website or ask our staff for an updated list of Open Gym training times.

4.8.3 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

**4.9 Open Gym - One Time Payment, 12 months**

4.9.1 All One Time Payment Packages are non-refundable and non-transferable.

4.9.2 Open Gym memberships include unlimited use of Coastal during Open Gym training times only. As hours for Open Gym training times may differ from week to week, please visit our website or ask our staff for an updated list of Open Gym training times.

4.9.3 Policies on "Freeze Periods for One Time Payment Packages" shall apply to this section.

**4.10 Coastal30 Single Sessions & Packages**

4.10.1 Coastal30 sessions must be purchased in advance.

4.10.2 All payments are non-refundable.

(a) Single sessions expire 1 month after the date of purchase.

(b) 10 session packages expire 2 months after the date of purchase.

(c) 20 session packages expire 4 months after the date of purchase.

(d) 40 session packages expire 8 months after the date of purchase.

4.10.3 For the avoidance of doubt, refunds will not be provided for any unused sessions.

4.10.4 Transfers to other members may be available under certain circumstances. Written requests for transfer of any remaining sessions must be made to the General Manager, whose decision shall be final.

**4.11 iTrain - pay monthly**

4.11.1 Members wishing to sign up to the iTrain must commit for a minimum of 3 consecutive months.

4.11.2 Policies on "Monthly Payment" shall apply to this section, saved as to that:

(a) Members who wish to cancel the iTrain subscription may only do so after the initial 3 months, and are required to give written notice to CFL 14 calendar days in advance of the 15<sup>th</sup> day of the next month (Example: If a member would like to stop the Autopay for May 2019, the email to cancel the membership with effect from May 2019 must be sent and received by CFL no later than 1<sup>st</sup> April 2019); and

(b) Clause 3 "Freeze Period for Monthly Memberships" does not apply to iTrain subscriptions.

**4.12 Nutrition & Lifestyle**

4.12.1 Nutrition & Lifestyle begins with an 8 week consultation phase. Upon completion, members may purchase Nutrition & Lifestyle Continuation in 4 week blocks.

4.12.2 Payment for Nutrition & Lifestyle must be made in advance and all payments made are non-refundable and non-transferable.

4.12.3 The Nutrition & Lifestyle Service is purchased with CFL, not with the individual Trainer (and the member

acknowledge that the Individual Trainers are not a party to the contractual relationship between CFL and the member), in accordance with the prices advertised at the time of purchase.

4.12.4 Where the client's allocated Trainer is no longer an employee of CFL, CFL will work with the client to transfer the remainder of the service to another Trainer. The exact Trainer to be allocated to the member shall be at the sole discretion of CFL, subject to his or her availability.

4.12.5 In addition to one-on-one nutrition advice, the 8 week consultation phase includes 5x 30 minute face-to-face assessments/meetings with a dedicated Trainer.

4.12.6 In addition to one-on-one nutrition advice, a 4 week continuation block includes 2x 30 minute face-to-face assessments/meetings with a dedicated Trainer.

4.12.7 Cancellations must be made at least 8 hours prior to the agreed start time of the assessment/meeting, only written notification of cancellation will be accepted. Assessments/meetings cancelled less than 8 hours prior to the agreed start time will be deducted from the total allocation.

4.12.8 Advice provided by a Trainer at CFL is not medical advice and cannot be a substitute for professional medical advice and/or treatment. Members are responsible for contacting their GP about any health concerns. Neither CFL nor its Trainers shall be held liable for any medical mis-statements given to the members.

4.12.9 Monthly AutoPay is available for Members wishing to commit to multiple, consecutive 4 week continuation blocks.

4.12.10 Policies on "Monthly Payment" shall apply to this section, saved as to that:

(a) Members who wish to cancel the Nutrition & Lifestyle subscription may only do so after the initial 3 months, and are required to give written notice to CFL 14 calendar days in advance of the 15<sup>th</sup> day of the next month (Example: If a member would like to stop the Autopay for May 2019, the email to cancel the membership with effect from May 2019 must be sent and received by CFL no later than 1<sup>st</sup> April 2019); and

(b) Clause 3 "Freeze Period for Monthly Memberships" does not apply to Nutrition & Lifestyle subscriptions.

#### 4.13 **Personal Training**

4.13.1 Personal Training sessions must be purchased in advance.

4.13.2 Personal Training sessions are purchased with CFL, not with the individual Trainer (and the member acknowledge that the Individual Trainers are not a party to the contractual relationship between CFL and the member), in accordance with the prices advertised at the time of purchase.

4.13.3 Payments are non-refundable.

(a) Single sessions expire 1 month after the date of purchase.

(b) 10 session packages expire 3 months after the date of purchase.

(c) 20 session packages expire 6 months after the date of purchase.

(d) 40 session packages expire 12 months after the date of purchase.

4.13.4 For the avoidance of doubt, refunds will not be provided for any unused sessions.

4.13.5 Transfers to other members may be available under certain circumstances. Written requests for transfer of any remaining sessions must be made to the General Manager, whose decision shall be final.

4.13.6 Where the client's allocated Trainer is no longer an employee of CFL, CFL will use their best endeavours to work with the client to transfer any remaining sessions to another Trainer. The exact Trainer to be allocated to the member shall be at the sole discretion of CFL, subject to his or her availability.

4.13.7 Each Personal Training session lasts for one hour.

4.13.8 Cancellations must be made at least 8 hours prior to the agreed start time of the Personal Training session. Sessions cancelled less than 8 hours prior to the agreed start time will be charged in full.

#### 4.14 **Drop Ins**

4.14.1 Drop Ins are only available to visitors living outside Hong Kong.

4.14.2 Drop In rates are not available for Hong Kong residents. The only exception to this is students visiting from overseas during school/university holidays. For further information, see 'International Student Packages' section.

4.14.2 One free trial class is offered to Hong Kong residents interested in trying Group Classes for the first time. They must provide evidence of completing an on-ramp / fundamentals programme or equivalent at another CrossFit affiliate.

#### 4.14.3 **Drop In Weekly Pass**

Drop In Weekly Pass allows passholders to use Coastal an unlimited number of times in 7 days.

Drop In Weekly Pass is:

(a) valid for 7 days from the date of purchase.

(b) non-refundable, non-transferable and cannot be frozen or extended.

(c) is available to international visitors and students.

4.14.4 The Drop In Weekly Pass is not available to Hong Kong residents. Where in doubt, CFL reserves the right to ask visitors for their overseas proof of residence as a condition precedent for purchasing a Drop In Weekly Pass.

#### 4.15 **International Student Packages**

Students visiting Hong Kong from overseas during school / university holidays may pay the Drop In rate or purchase a Drop In Weekly Pass. Necessary documentations such as valid foreign student photo ID may be required to be produced upon request by a Coastal staff as condition to enter Coastal.

### 5 **Terms & Conditions – Other Services**

#### 5.1 **Online Programming**

CFL is currently partnering up with WodUp (Wodrack Limited) to provide high quality Online Training Programmes best suited to the needs of its members. Please refer to the Standard Terms and Conditions for the Purchase of Online Programmes as well as CFL's website for further details.

#### 5.2 **Locker Rental**

- 5.2.1 Lockers may be hired for 6 or 12 month periods.
- 5.2.2 Locker fees must be paid upfront and all payments are non-refundable and non-transferable.
- 5.2.3 Locker rental fees do not include a padlock. Members may purchase a padlock from Coastal or bring their own. Members are responsible for their own padlock key or remembering their own padlock code.
- 5.2.4 CFL takes no responsibility for the locking devices used by members.
- 5.2.5 CFL is not responsible for the safety or security of the contents of lockers. The storage of any items in rented lockers is at the member's own risk.

#### 5.3 **Consultation Room / External Therapists**

- 5.3.1 From time to time, external vendors may hire out the Coastal Consultation Room.
- 5.3.2 Any services provided by external vendors are subject to their individual terms and conditions.
- 5.3.3 CFL takes no responsibility for the services provided by external vendors.

#### 5.4 **Venue Hire**

- 5.4.1 CFL may, upon request rent out the venue of Coastal for corporate functions, gatherings, meetings and private functions. During these times, Coastal may be unavailable to members. Whilst CFL shall use its reasonable endeavours to notify members in advance for the temporary closure of Coastal, CFL is under no obligation to compensate or indemnify its members for the inconvenience caused.
- 5.4.2 For venue hire, please contact us by email: [info@Coastalfitnesshk.com](mailto:info@Coastalfitnesshk.com) or by phone: +852 2989 1900.

I confirm that I have been given adequate time to read and understand the above and I agree to the contents set out in this document.

Initial: \_\_\_\_\_