

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on this date 27st June, 2024 between **WHY NOT GYM** a Partnership Firm having its Registered Office at Sapphire Complex, First Floor, Nanamava Main Road, Rajkot 360004 (Guj.) which expression shall, where the context so requires or admits, be deemed to include the executors, successors, administrators and assignees hereinafter referred to as **First Party** and/or **"GYM"**

AND

Rajkot Branch of WIRC of ICAI, having its Registered Office at "ICAI Bhawan", Giriraj Nagar Main Road, Nr. JMC Nagar, off 150 Feet Ring Road, Nr. Raiya Circle, Rajkot – 360007 (Guj.) hereinafter referring to as **Second Party** which expression shall, where the context so requires or admits, be deemed to include its executors, successors, administrators and assignees.

Whereas:

The **first party** is running a **WHY NOT GYM** is a fitness facility offering a range of services to promote physical health and wellness at Rajkot.

Second Party, for its members and their dependents, Staff, and Students has submitted a proposal for availing Gym facility towards all fitness facilities.

The **First Party** has accepted the proposal of second party for providing Gym facility and services for its members and their dependents, Staff, and Students of the **Second Party** for all fitness facilities under the following terms and conditions.

The **First Party** will offer all fitness facilities at **WHY NOT GYM** and its associate gymnasiums namely **Zoe11** at Ramapir Chowkdi, **Hydrafit** at Kuvadva Road and **Hydrafit** at Rail Nagar Rajkot.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Second party will send the member with self-identification form of Rajkot Branch of WIRC of ICAI validating the membership of the individual or Member will bring ICAI Membership card/ Student card for getting the admission at gymnasiums of the **first party** stating clearly that fees will be paid by the individual directly to the **first party**.

Authorized Person from WIRC of ICAI

- a. CA. MITUL MEHATA
Mobile: 9429043203
Email Id: rajkot@icai.org

Name of person to be contacted from WHY NOT GYM.

- a. Mr. SAMIR DODIA
Mobile: 7359992223
Email: info@whynotgym.com
2. The Member will produce self-identification form/Membership Card / Student card at the Gym, if fail to provide then admission will be charged as per Gym policy.
 3. That all fitness facilities to the Member will be provided on the terms and conditions as agreed by and between the parties.
1. **Membership Discount:**
 - Members will be eligible for a 40% discount on the initial annual membership fee when joining. This discount is applicable only to the first membership fee paid.
 2. **Renewal Fee Discount:**
 - For subsequent renewals, members will be entitled to a 30% discount on the renewal fees.
 3. **Free Trial:**
 - All members are eligible for a free trial period of two (2) weeks upon signing up with the Gym. This trial includes access to all standard facilities and training provided by the Gym.
 4. **Conditions of the Free Trial:**
 - During the trial period, members must adhere to all rules and regulations set forth by the Gym. Failure to comply with these rules may result in termination of the free trial.

5. Rules and Regulations:

- Members must observe and abide by all the rules and regulations set by Gym. Failure to adhere to these rules may result in the revocation of membership privileges.

4. General Terms and Conditions for Gymnasium Membership

These General Terms and Conditions (hereinafter referred to as "Terms") govern the use of facilities, services, and membership at Why Not Gym and all-associate gymnasiums mentioned hereinabove (hereinafter referred to as "the Gym"). By becoming a member of the Gym, member agrees to abide by these Terms.

1. MEMBERSHIP:

- 1.1. Membership is non-transferable and valid only at the gymnasium where the membership is availed.
- 1.2. Membership fees are due [monthly/quarterly/annually] and must be paid in full by the due date.

2. FACILITY USE:

- 2.1. Members must check in at the front desk before using the facilities.
- 2.2. Proper attire, including athletic shoes, must be worn in workout areas.
- 2.3. Members are responsible for understanding and following all safety guidelines posted in the Gym.

3. GYM ETIQUETTE:

- 3.1. Members are expected to respect the rights and dignity of others.
- 3.2. Equipment must be used and returned in the condition it was found.
- 3.3. Profanity, verbal abuse, or harassment is strictly prohibited.

4. RULES AND REGULATIONS:

- 4.1. Members must adhere to all rules and regulations posted in the Gym.
- 4.2. Any violation of these Terms may result in the termination of membership.

5. LIABILITY:

- 5.1. Members use the Gym facilities at their own risk.
- 5.2. The Gym is not liable for any injuries or damages sustained on the premises.

6. MEMBERSHIP TERMINATION:

- 6.1. The Gym reserves the right to terminate a membership for violation of these Terms.
- 6.2. Memberships may also be terminated for any disruptive or inappropriate behaviour.

7. CHANGES TO TERMS:

- 7.1. The Gym reserves the right to modify these Terms without notice.
- 7.2. Members will be informed of any changes to these Terms by posting at the Gym.

5. That the terms and conditions of the agreement will be reviewed after every 24 months. No modification, variation, waiver or amendment of any term or condition of this agreement shall be effective unless and until it shall be reduced to writing and signed by both the parties thereto.

6. Termination:

- a. Either party may terminate the contract by issuing one month's prior notice, in writing to the other party.
- b. Breach of contract and consequences thereof: Notwithstanding anything contained in this MoU to the contrary, in event of breach, by either Party of any terms of his MoU, the first party/The second party shall have the right to terminate this MoU, immediately and without any notice period.
- c. In the event of any question, dispute or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred to the arbitration. The provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof shall apply to the arbitration proceeding.

7. This agreement shall be governed by and construed in accordance with the laws of India and jurisdiction of court shall be at Rajkot.

In witness whereof the parties hereby have put their hands and seals on the day, month and year as mentioned herein below.

Date:

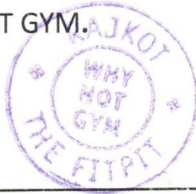
Date:

Place:

Place:

For, WHY NOT GYM.

For, Rajkot Branch of WIRC of ICAI



CA. Mitul Mehta - Chairman

WHY NOT GYM
PARTNER

Authorized Signatory

Authorized Signatory

(1) Witness: _____

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