

PRIVATE PERSONAL TRAINING CONTRACT

Between the undersigned:

1. Gabriel Abizanda "Abz Trainer," private personal trainer, residing at 30, rue Mercy, 54400, Longwy, France, professionally operating at 9, rue de Paris, L-8227, Mamer, Luxembourg, registered under Luxembourg CNS number 1995062405067, hereinafter referred to as "The Trainer."
2. Mr./Ms. X, residing at XXXX, hereinafter referred to as "The Client."

Collectively referred to as "the Parties."

ARTICLE 1 – PURPOSE OF THE CONTRACT

This contract aims to outline the terms under which The Trainer agrees to provide private personal training sessions to The Client, taking into account The Client's personal goals and physical capabilities. Sessions may be conducted in person at The Trainer's or The Client's residence, outdoors, or remotely according to arrangements agreed upon between the Parties.

ARTICLE 2 – SESSION DEFINITIONS

Sessions are defined as periods of individual (solo) or group (duo or more) coaching, lasting 60 or 90 minutes, with content tailored to the Client's needs and agreed upon in advance between the Parties.

- **Location of Sessions:** Sessions will take place in person at the Coach's or Client's home, outdoors, or remotely via Skype or WhatsApp video.
- **Frequency of Sessions:** Between 1 and 7 sessions per week.
- **Program Duration:** Sessions are organized individually.

ARTICLE 3 – RATES AND PAYMENT TERMS

The rate per session, excluding tax, for solo 60-minute sessions is set at seventy euros (€70); for 90-minute sessions, at one hundred euros (€100); for 60-minute group sessions, at one hundred euros (€100); and for 90-minute group sessions, at one hundred twenty-five euros (€125), whether in person or via video, payable according to the terms defined below. A mileage allowance will be charged if the Coach travels to the Client's home or if the sessions take place outdoors, provided the distance exceeds twenty-five (25) kilometers.

1. Monthly invoicing: The Client will receive an invoice by email at the end of each month, summarizing the sessions conducted during that month. Cash payment may also be arranged if agreed upon by the Parties before the first session.

2. Payment deadline: The invoice is to be settled within seven (7) days from its receipt. Payment can be made via bank transfer to the account indicated on the invoice or any other method agreed upon by the Parties.

3. Transfer confirmation: Once The Client has completed the transfer, they should promptly send confirmation to The Trainer via email or text message.

4. Late fees: In the event of non-payment within the stipulated period, a late fee of 10% of the total invoice amount will be applied per week of delay, in accordance with Article 12 of the Luxembourg law dated April 18, 2004, regarding payment deadlines.

ARTICLE 4 – CANCELLATION AND RESCHEDULING TERMS

1. Session cancellation by The Client: Any session cancellation must be notified by The Client at least 24 hours before the scheduled time. For late cancellations (less than 24 hours before the session), the session will be charged at fifty percent (50%) of the session rate, i.e., thirty-five euros (€35), unless justified by a case of force majeure.

2. Session cancellation by The Trainer: In case of unavailability, The Trainer agrees to notify The Client as soon as possible. If a session is canceled by The Trainer, it may be rescheduled at no additional cost to a later date agreed upon by the Parties.

3. Session rescheduling: The Client may request to reschedule a canceled session, provided that the above cancellation terms are met. Rescheduling must be agreed upon mutually by the Parties.

ARTICLE 5 – TRAINER'S OBLIGATIONS

The Trainer agrees to:

1. Provide guidance and coaching sessions tailored to The Client's profile and goals.
2. Ensure The Client's safety and well-being during sessions.
3. Respect the confidentiality of personal and medical information provided by The Client.
4. Deliver services in compliance with Luxembourg laws and professional ethical standards.

ARTICLE 6 – CLIENT'S OBLIGATIONS

The Client agrees to:

1. Inform The Trainer of any health issues, medical conditions, or physical limitations that may impact their ability to participate in physical activities.
2. Follow The Trainer's safety instructions and recommendations during sessions.
3. Use equipment provided responsibly and in accordance with usage guidelines.
4. Make timely payments as agreed.

ARTICLE 7 – LIABILITY

The Trainer disclaims any responsibility for injuries or accidents occurring during a session if The Client has not followed safety instructions or failed to disclose a medical or physical condition affecting their ability to participate.

The Trainer confirms that they hold Professional Civil Liability Insurance.

The Client declares they are in good health and fit to undertake a personal training program. It is The Client's responsibility to obtain personal insurance covering potential accidents or injuries that occur outside of cases of The Trainer's proven negligence.

ARTICLE 8 – DURATION AND TERMINATION

1. Contract duration: This contract is established for an indefinite period, effective from the signature date, unless terminated by either Party.

2. Termination terms: An oral termination from The Trainer to The Client or vice versa will suffice to terminate this contract. Any session conducted prior to termination will be due by The Client. An invoice will be sent to The Client by email within seven (7) days following the termination.

ARTICLE 9 – FORCE MAJEURE

Neither Party shall be held liable for failing to fulfill contractual obligations due to an event of force majeure as defined by Luxembourg law (natural disaster, pandemic, etc.). In such cases, obligations under this contract will be suspended for the duration of the event.

ARTICLE 10 – PERSONAL DATA PROTECTION

In compliance with the General Data Protection Regulation (GDPR) and the amended law of August 1, 2018, regarding the protection of individuals with respect to the processing of personal data, The Trainer agrees to protect The Client's personal data. The data collected will be used solely for coaching sessions and will not be shared with third parties without The Client's prior consent.

ARTICLE 11 – DISPUTES AND APPLICABLE LAW

This contract is governed by Luxembourg law. In case of a dispute related to its interpretation or execution, the Parties agree to attempt an amicable resolution. If no agreement is reached, the dispute will be submitted to the competent court in the Grand Duchy of Luxembourg.

Signed in Mamer, on 01/04/2024.

The Trainer

The Client