

TERMS AND CONDITIONS



1. Definitions

- 1.1 "Agreement" means this agreement and any appendices and exhibits annexed hereto.
- 1.2 "Privilege Card" means the loyalty card to which this Agreement is concerned.
- 1.3 "Company" means Military Fitness Training, a Company incorporated under the Companies Acts and having its registered office at 9 Dunlin Court, Newtonhill, Aberdeenshire, AB39 3QW.
- 1.4 "Client" means the company, firm, or individual designated as such in this Agreement.
- 1.5 "Customer" means the person or persons in possession of the Military Fitness Privilege.
- 1.6 "Effective Date" means the date of signing of this Agreement, the date on which the Agreement comes into force.

2. Client's Obligations

- 2.1 Client shall throughout the duration of the Agreement, provide the Customer with the applicable discount or offer upon presentation of the Military Fitness Privilege Card.
 - (a) Provide the discount or the offer as per agreement with the outlet.
- 2.2 Client shall advertise the acceptance of the Military Fitness Privilege Card on their premises.

3. Company's Obligations

- 3.1 Company shall promote the participation of Client through advertisement on Company website: www.military-fitness.info
- 3.2 Company shall provide free marketing and advertisement of Client through Military Fitness Training promotions and Social Media.
- 3.3 Company shall endeavour to increase Customer base throughout duration of this Agreement.

4. Agreement Duration

- 4.1 This Agreement shall subsist from the Effective Date for a period of Eighteen (18) months.

5. Termination

- 5.1 Client may terminate the Agreement upon giving not less than six (6) months written notice to Company. Notwithstanding the foregoing, if Client:
 - (a) makes any composition or arrangement with its creditors, becomes insolvent, is declared bankrupt, has a receiver appointed or enters into a liquidation, either voluntary or compulsory or;
 - b) commits a material breach of any of the provisions of this Agreement, Company shall be entitled to terminate this Agreement forthwith.
- 5.2 Failure by Client to provide the necessary termination period shall render Client responsible for all consequential losses which Company may suffer including any loss of business, loss of trading revenue, loss of business opportunity, loss of advertising costs, loss of marketing costs or any other similar costs.

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6. Entire Agreement

These terms and conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

7. Governing Law

This Agreement shall be governed by the laws of England and the parties hereto submit to the non exclusive jurisdiction of the English Courts.

In Witness Whereof, the parties hereto have caused the Agreement to be executed by their duly authorised representatives as of the date and year stated below.

For Military Fitness Training

Signature Date.....

Print Name (BLOCK CAPITALS)

For Client (company name)

Discount/Offer

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Declaration: I (the undersigned) confirm that I have read and understood the terms and conditions stated on above, and here-by agree to those terms and conditions.

Signature Date.....

Print Name (BLOCK CAPITALS)