



**MY HOME PERSONAL TRAINER**

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YOUR FUTURE IS BRIGHT WITH US

**MHPT Personal Trainer Franchise  
Agreement with My Home Personal Trainer  
Limited**

This Franchise Agreement (the "Agreement") is entered into between:

**My Home Personal Trainer Limited** ('Franchisor') registered in England and Wales (registered number 12028492), 9 Blackbess Lane, Chertsey, Surrey KT16 9QE ("MHPT") and (the 'Franchisee'), on the basis of the following understandings and agreements.

**Definitions:**

**Confidential Information:** any information which is disclosed by one party to the other pursuant to, or in connection with, this agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the hands of one of the parties in relation to the Franchisor's business or the Franchisee's business, the Personal Training System, MHPT Branded Training Documentation Branded Business, the Intellectual Property or Licensed Methods, other than information which is already in the public domain (otherwise than as a result of a breach of any obligation of confidentiality).

**Intellectual Property:** patents, rights to inventions, copyright and related rights, rights in software, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world relating to the Licensed Methods owned by the Franchisor or acquired by the Franchisor from time to time.

**MHPT Branded Training Documentation:** the products and documentation as stated in clause 8.

**MHPT Website:** the individual website created for the Franchisee.

**Personal Training System:** content created by the Franchisor for the MHPT Website.

**Competitive Business:** any business of the Franchisor or any other franchisee of the Franchisor that is similar to the Franchisee's business, whether inside or outside the Franchisee Location.

**Restricted Customer:** any firm, company or person who, during the 6 months prior to the date of termination of this agreement, was a customer of or in the habit of dealing with the Franchisee.

## **1. Basis for Agreement**

The Franchisor has developed methods for establishing, operating and promoting businesses engaged in the business of personal training using the service mark and related Intellectual Property and the Franchisor's proprietary methods of doing business (the "Licensed Methods"). The Franchisor grants the right to others to develop and operate a **My Home Personal Trainer** franchise under the Intellectual Property and pursuant to the Licensed Methods.

The Franchisee desires to establish a **My Home Personal Trainer** franchise at a location identified herein or to be later identified, and the Franchisor desires to grant the Franchisee a non-exclusive right to operate a **My Home Personal Trainer** franchise at such location under the terms and conditions which are contained in this Agreement.

## **2. Grant of Franchise**

The Franchisor grants to the Franchisee, and the Franchisee accepts from the Franchisor, the right to use the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods in connection with the establishment and operation of a **My Home Personal Trainer** franchise, at the location described in Clause 4 of this Agreement. The Franchisee agrees to use the MHPT Website, Personal Training System, MHPT Branded Training Documentation, and Licensed Methods, as they may be changed, improved, and further developed by the Franchisor from time to time, only in accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly and diligently perform the Franchisee's obligations hereunder, and to continuously exert best efforts to promote the **My Home Personal Trainer** franchise. The Franchisee agrees to utilise the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods

and systems developed and prescribed from time to time by the Franchisor, all of which are a part of the Licensed Methods.

The Franchisee acknowledges that the Franchisor does not guarantee the financial performance of the Franchisee's business, the Franchisor has made no representations about the My Home Personal Trainer franchise other than those set out in the Personal Training System and MHPT Branded Training Documentation (clause 8), the financial success of the Franchisee's business is dependent upon the Franchisee's management skills, level of investment, hard work, ability and commitment to the Franchisee's business and it has received independent advice before entering into this agreement.

### **3. Franchise Fee**

The Franchisee agrees to pay the Franchisor the amounts as set out in Appendix 2, immediately upon signing of this Agreement/any client. The Franchisee agrees to use MHPT pricing structure as set out in Appendix 2.

If any amounts due under this Agreement which are not paid within five days (5) days of their due date, the Franchisor reserves the right to suspend access to the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods.

### **4. Franchised Location and Designated Area**

The Franchisee is granted the right and franchise to own and operate one **My Home Personal Trainer** franchise at \_\_\_\_\_ ("Franchised Location").

The rights that are granted to the Franchisee under this Agreement are for the specific, non-exclusive, Franchised Location and cannot be transferred to any other location without the prior written approval of the Franchisor. If the Franchisee has operated a **My Home Personal Trainer** franchise for not less than 12 months and desires to relocate it to an alternative location, the Franchisee must set forth its reasons for requesting the relocation in writing to the Franchisor, along with a proposed new location. The Franchisor is under no obligation to grant the request from the Franchisee but will respond within 30 days from receipt of the Franchisee's written request. If the Franchisor approves the proposed new location, and if the ownership of the Franchisee does not change in any respect from the ownership of the Franchisee before the relocation, then the Franchisee may relocate to the new approved location, provided that the Franchisee signs a revised Franchise

Agreement and opens immediately at the new location.

In, addition, should the request be granted, the Franchisee will be required to pay a relocation fee as stated in Appendix 2.

## **5. Ownership and Trademarks**

The Franchisee acknowledges that nothing in this Agreement shall give the Franchisee any right, title or interest in the Intellectual Property or the Licensed Methods other than pursuant to the franchise granted herein and the Franchisee acknowledges and agrees that all Intellectual Property and Licensed Methods are and shall remain the exclusive property of the Franchisor.

The Franchisor warrants that at the date of this Agreement it is not aware of any reason why it might not be entitled to license the Franchisee to use the Intellectual Property or Licensed Methods and why the use of the Intellectual Property or Licensed Methods by the Franchisee in accordance with the terms of this Agreement would constitute an infringement of any third party's intellectual property.

The Franchisee shall:

- (a) not apply for registration as proprietor of any of the Intellectual Property or Licensed Methods anywhere in the world;
- (b) not license (or purport to license) any other person to use any of the Intellectual Property or Licensed Methods;
- (c) not use the Intellectual Property or Licensed Methods other than as specifically permitted by this agreement
- (d) comply with all requests by the Franchisor as to the use of the Intellectual Property and Licensed Methods and any <sup>TM</sup>, © and ® symbols in relation to the Intellectual Property;
- (e) not use any intellectual property that is confusingly similar to the Intellectual Property or Licensed Methods;
- (f) not do anything that may adversely affect the Intellectual Property or Licensed Methods or the Franchisor's right or title to it; and
- (g) Immediately stop using specific advertising or promotional material or packaging on receipt of a request by the Franchisor to do so.

The Franchisee acknowledges that:

- (a) It does not have any right, title or interest in the Intellectual Property or Licensed Methods or any updates or improvements to it; and
- (b) Any goodwill (and other rights) in the Intellectual Property and Licensed Methods which result from the use by the Franchisee of the Intellectual Property and Licensed Methods shall vest in the Franchisor.

If the Franchisee learns of any threatened or actual infringement of the Intellectual Property or Licensed Methods, or of any circumstance which suggests that the use of the Intellectual Property or Licensed Methods may infringe the intellectual property of a third party, it shall immediately inform the Franchisor, giving all such details as the Franchisor requests.

The Franchisor shall have conduct of any proceedings against the Franchisee relating to the Intellectual Property and Licensed Methods and may take whatever action it, in its sole discretion, decides in respect of any infringement or alleged infringement of it, or arising from its use. Any rights that the Franchisee has under section 30 of the Trade Marks Act 1994 are excluded. The Franchisee shall co-operate with the Franchisor in taking such action and the Franchisor shall meet any reasonable expenses of the Franchisee in doing so.

## **6. Accreditations**

The Franchisee must not operate under the terms of this agreement unless they hold a Level three (3) Personal Training qualification and hold your own public liability insurance in accordance with clause 21. You are also advised to be registered with the Register of Exercise Professionals (REPS), unless otherwise agreed in writing with the Franchisor. The aforementioned registration must be maintained throughout the term of this agreement.

## **7. Cancellation Policy**

The term of this Agreement begins on the date this Agreement is fully executed and ends with a written cancellation by email, unless terminated under clause 17 of this agreement or as required by law. Upon cancellation of this agreement and any Direct Debit set up, no reimbursement or refund of fees paid shall be made to the Franchisee.

## **8. Personal Training System and MHPT Branded Training Documentation**

The Franchisor agrees to provide the Franchisee with the following **MHPT** Branded Fitness Documentation:

**MHPT** A5 Flyer (Template)

**MHPT** Business Card (Template)

**MHPT** 15min Heart Rate Assessment Form

**MHPT** Consultation Form

**MHPT** Flex Assessment Form

**MHPT** Weekly Food Diary

**MHPT** Postural Analysis Form

**MHPT** Pre-assessment Test Form

**MHPT** Programme Front Cover

**MHPT** Performance Programme Form

**MHPT** Weekly Performance Form

**MHPT** Strength Performance Form

**MHPT** Test Assessment Form

**MHPT** Weight Monitoring Form

**MHPT** Medical Form

**MHPT** Packages Form

The Franchisee agrees to use the Intellectual Property and Licensed Methods only as detailed herein. The **MHPT** Branded Training Documentation is the sole property of the Franchisor and shall be used by the Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Franchisee shall not duplicate these documents or disclose its contents to persons other than its employees or officers who have signed a form of confidentiality and non-disclosure Agreement approved by the Franchisor. The Franchisee shall return or destroy the **MHPT** Branded Training Documentation upon the expiration, termination or transfer of this Agreement. The Franchisor reserves the right to revise these documents from time to time as it deems necessary to update or change operating and marketing techniques, standards and specifications for all components of the Licensed Methods. Promptly after receiving any update from the Franchisor, the Franchisee shall update his copy of the **MHPT** Branded Training Documentation as instructed by the Franchisor and shall conform operations with the updated provisions within a reasonable time after receipt of such updated information. The Franchisee shall at all times during the term of this Agreement own and control the **My Home Personal Trainer** franchise authorised hereunder.

## 9. Advertising

The Franchisee shall obtain the Franchisor's prior written approval of all advertising or other marketing or promotional programs published by any method, including print, broadcast on electronic media, regarding the **My Home Personal Trainer** franchise, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio, television, and Internet advertising.

The Franchisee acknowledges and agrees that the Franchisor may disapprove of any advertising, marketing or promotional programs submitted to the Franchisor for any reason in the Franchisor's sole discretion. The Franchisee shall also obtain the Franchisor's prior written approval of all promotional materials provided by vendors. The proposed written advertising or a description of the marketing or promotional program shall be submitted to the Franchisor before publication, broadcast or use.

## 10. Data Protection

### Definitions.

**Agreed Purposes:** The performance by each party of its obligations under this **agreement**, and the promotion of the products and/or services that form the subject of this **agreement**.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.



**Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) The names of current and potential customers of customers;
- b) Their geographical and email addresses; and
- c) Their home and mobile telephone numbers.

The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (g) not transfer any personal data received from the Data Discloser outside of the European Economic Area unless the following conditions are fulfilled:
  - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request or any request from a data subject to erase or rectify Shared Personal Data and provide the other party with reasonable assistance in complying with any such request;
- (c) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party;
- (d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (f) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- (g) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10; and
- (i) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full

information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 11.

#### **11. Limitation on Liability**

The Franchisor shall have no liability for consequential, exemplary or incidental damages, loss of business or profits, or damages resulting from the interruption of business caused by or otherwise associated with the use of the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Licensed Methods and Intellectual Property. The Franchisor's aggregate liability for any claim arising in connection with this Agreement, whether based in contract, tort (including negligence) or other legal theory, shall be limited to the amount of Franchise Fees paid by the Franchisee to the Franchisor in the six (6) month period preceding any claim.

Nothing in this agreement shall limit or exclude the liability of either party for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful to exclude or restrict liability.

#### **12. Quality Control**

The Franchisee agrees to maintain and operate his/hers **My Home Personal Trainer** franchise strictly in compliance with this Agreement.

The Franchisee is prohibited from offering or selling any products or services not authorised by Franchisor. If the Franchisee proposes to offer, conduct or utilise any products, services, materials, forms, items or supplies for use in connection with or sale through **My Home Personal Trainer** which are not previously approved by the Franchisor as meeting its specifications, the Franchisee shall first notify the Franchisor in writing requesting approval. The Franchisor may, in its sole discretion for any reason whatsoever, elect to withhold such approval. In order to make such determination, the Franchisor may require submission of specifications, information, or samples of such products, services, materials, forms, items or supplies. The Franchisor will advise the Franchisee within a reasonable time whether such products, services, materials, forms, items or supplies meet its specifications and are authorised for sale within the Franchise.

#### **13. Term**

This Agreement shall be binding between the parties from the date of its execution. This Agreement shall be performed for six (6) months from the date of this Agreement and shall continue thereafter on the same terms and conditions unless terminated by a written cancellation by email by either party, or as terminated earlier in accordance with clause 0 or as required by law.

#### **14. Warranty Disclaimer**

The Franchisee understands and acknowledges that the Franchisor provides the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods to the Franchisee on an “as is” basis. The Franchisor makes no representation or warranty to the Franchisee, end users or any other person who may use information contained in the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods as to the accuracy or completeness of the information contained therein. The Franchisor hereby expressly disclaims all express, implied and statutory warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement and title.

#### **15. Representations and Warranties**

The Franchisee represents and warrants that the Franchisee has the full right, authority and power to enter into this Agreement and to perform all of its obligations hereunder, and that the Franchisee’s execution, delivery and performance of this agreement will not violate the rights of any third party or the provisions of any agreement to which Franchisee is a party.

#### **16. Duration, Default and Termination**

The Franchisor shall have the right, at its option, to terminate this Agreement and all rights granted to the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any laws to the contrary, where law shall prevail), effective upon receipt of notice by the Franchisee, upon the occurrence of any of the following events:

**a. Abandonment.** If the Franchisee ceases to operate the **My Home Personal Trainer** franchise or otherwise abandons the **My Home Personal Trainer** franchise for a period of 7 consecutive days, or any shorter period that indicates an intent by the Franchisee to discontinue operation of the **My Home Personal**

**Trainer** franchise, unless and only to the extent that full operation of the **My Home Personal Trainer** franchise is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Franchisee's control and not related to the availability of funds to the Franchisee;

**b. Insolvency; Assignments.** If the Franchisee becomes insolvent or receives a bankruptcy order; or any action is taken by the Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act or if the Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed by the Franchisee;

**c. Criminal Conviction.** If the Franchisee is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavourably affect the Licensed Methods, Intellectual Property, goodwill or reputation of the Franchisor, other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed;

**d. Failure to Make Payments.** If the Franchisee fails to pay any amounts due to the Franchisor or affiliates within five (5) days after receiving notice that such fees or amounts are overdue.

**e. Misuse of Intellectual Property.** If the Franchisee misuses or fails to follow the Franchisor's directions and guidelines concerning use of the Franchisor's Intellectual Property and fails to correct the misuse or failure within ten (10) days after notification from the Franchisor or does, or permits to be done, any act which might jeopardise or invalidate the registration of any Intellectual Property or does any act which might assist, or give rise to, an application to remove any Intellectual Property, or which might prejudice the right or title of the Franchisor to any Intellectual Property;

**f. Unauthorised Disclosure.** If the Franchisee intentionally or negligently discloses to any unauthorised person the contents of or any part of the Franchisor's policies and procedures or any Intellectual Property or Licensed Methods or Confidential Information of the Franchisor;

**g. Repeated Non-Compliance.** If the Franchisee has received two previous notices of default from the Franchisor and is again in default of this Agreement at any time during the course of this Agreement, regardless of whether the previous defaults were cured by the Franchisee.

**h.** the Franchisee purports to assign any of the rights or licences granted under this agreement other than in accordance with the terms of this agreement;

**i.** the Franchisee suspends or ceases, or threatens to suspend or cease, to carry on

all or a substantial part of the Franchisee's Business.

### **17. Assignment**

This agreement is personal to the Franchisee, who may not, without the prior written consent of the Franchisor, assign, transfer, mortgage, charge, declare a trust of, sub-contract, delegate or deal in any manner with:

- (a) This agreement or any of their rights and obligations under it (or any document referred to in it); or
- (b) The Franchisee's business,  
or purport to do any of the same.

The Franchisor may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any benefit arising under this agreement.

If there is an assignment pursuant to this clause, the Franchisee may discharge their obligations under this agreement to the Franchisor until they receive written notice of the assignment, the assignee may enforce this agreement as if it were a party to it, but the Franchisor shall remain liable for its obligations under this agreement, and, the liability of the Franchisee to any assignee shall not be greater than their liability to the Franchisor.

Each party to this agreement is acting on its own behalf and not for the benefit of another person.

### **18. Force Majeure**

Neither of the parties of this Agreement shall be responsible to the other party for any delay in the performance or non-performance due to any causes beyond the reasonable control of the parties hereto, but the affected party shall promptly inform the other party that such cause has delayed or prevented its performance hereunder and thereafter shall take all action within its power to comply with the terms of this Agreement as promptly as possible.

### **19. Restrictive Covenants**

The Franchisee acknowledges that, in addition to the license of the MHPT Website, Personal Training System, MHPT Branded Training Documentation and Intellectual Property hereunder, the Franchisor has also licensed commercially

valuable information and Confidential Information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the Franchisor using the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods.

The Franchisee therefore agrees that other than the **My Home Personal Trainer** franchise licensed herein, neither the Franchisee nor any of the Franchisee's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement or for 12 months after termination of this Agreement be involved as agent, consultant, director, employee, owner, partner or shareholder with any business concern which is (or intends to be) in competition with any Competitive Business. Neither the Franchisee nor any of the Franchisee's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement or for 12 months after termination of this Agreement, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Competitive Business.

The Franchisee shall not during the term of this Agreement or for 12 months after termination or expiry of this agreement, solicit or endeavour to entice away from the Franchisor or any other franchisee of the Franchisor the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Competitive Business.

None of the restrictions in clause 19 shall prevent the Franchisee from:

- (a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or
- (b) being engaged or concerned in any business concern insofar as their duties or work relate solely to geographical areas where the

business concern is not in competition with any Competitive Business.

The restrictions imposed on the Franchisee and the Individual by this clause 19 apply to them acting:

- (a) directly or indirectly; and
- (b) on their own behalf or on behalf of, or in conjunction with, any firm, company or person.

Each of the restrictions in this clause 19 is intended to be separate and severable. If any of the restrictions are held to be void, but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

The Franchisee shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorised manner or disclose the same to any unauthorised person without first obtaining the Franchisor's written consent. The Franchisee acknowledges that the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to the Franchisor and that any unauthorised use or disclosure of the MHPT Website, Personal Training System, MHPT Branded Training Documentation, Intellectual Property and Licensed Methods will result in irreparable harm to the Franchisor.

## **20. Governing Law**

This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.

## **21. Insurance**

During the term of this agreement the Franchisee shall procure and maintain Public liability insurance to the value of no less than five million pounds (£5,000,000).

The Franchisee will provide proof of insurance to the Franchisor prior to commencement of operations at its **My Home Personal Trainer** franchise. The Franchisor has the right to change the minimum amount of insurance the



Franchisee is required to maintain by giving the Franchisee prior reasonable notice, giving due consideration to what is reasonable and customary in the similar business. The Franchisee's failure to comply with the insurance provisions set forth herein shall be deemed a material breach of this Agreement.

In the event of any lapse in insurance coverage, in addition to all other remedies, the Franchisor shall have the right to demand that the Franchisee cease operations of the **My Home Personal Trainer** franchise until coverage is reinstated.

## **22. Modification**

The Franchisor and/or the Franchisee may modify this Agreement only upon execution of a written agreement between the two parties. The Franchisee acknowledges that the Franchisor may modify its standards and specifications and operating and marketing techniques to the extent in which the Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

## **23. Entire Agreement**

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Franchisee agrees and understands that the Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. The Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Franchisee further acknowledges and agrees that no representations have been made to it by the Franchisor regarding projected sales volumes, market potential, revenues, profits of the Franchisee's **My Home Personal Trainer** franchise, or operational assistance other than as stated in this Agreement.

## **24. Effective Date**

This Agreement shall become effective from the date an electronic agreement is accepted by the Franchisee during the trainer setup process.

## **25. No Partnership or joint venture**

Nothing in this agreement is intended to, or shall be deemed to, establish any

partnership or joint venture between any of the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

The Franchisee will incorporate into its business terms with its customers and shall display on its premises so as to be visible to its customers before they do business with the Franchisor a disclaimer making clear to its customers and visitors the fact that Franchisor and Franchisee are separate legal entities and that neither is the partner or agent of the other.

## **26. Court Dispute**

In the event of any dispute between the parties to this Agreement, including any dispute involving a director, employee or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable court fees, incurred by the prevailing party in any legal action, arbitration or other proceeding as a result of such dispute.

## **27. No third party rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **28. No Right to Set Off**

The Franchisee shall not be allowed to set off amounts owed to the Franchisor for fees or other amounts due hereunder, against any monies owed to Franchisee, nor shall the Franchisee in any event withhold such amounts due to any alleged non-performance by the Franchisor hereunder, which right to set off is hereby expressly waived by the Franchisee.

## **29. Invalidity**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

### **30. Notices**

All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, e-mail or by an overnight delivery service providing documentations of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses as the Franchisor or the Franchisee may designate from time to time, and shall be effectively given when deposited with Royal mail, postage prepaid, receipted by e-mail or when received via overnight delivery, as may be applicable.

### **31. Indemnity by the Franchisee**

The Franchisee hereby agrees and undertakes to indemnify and keep indemnified the Franchisor before and after the expiry or termination of this Agreement for and against all reasonable damages, loss, claims, demands, expenses (including legal and professional expenses, costs and liabilities) which the Franchisor may at any time incur as a result of any and all breaches by the Franchisee of the obligations specified in this Agreement.

### **32. Acknowledgements by Franchisee**

It is hereby expressly agreed between the parties that each of the restrictions contained in this Agreement is reasonably necessary for the protection of the Franchisor and Franchisee and does not reasonably interfere with the freedom of action of the Franchisee who enters in this Agreement with the benefit of legal advice in full knowledge of all the provisions hereof and the Franchisee acknowledges that all such provisions are fair and reasonable and that in entering into this Agreement the Franchisee accepts no more onerous restrictions to which the Franchisee would otherwise have prior to entering in this Agreement.

Please sign the below and email to [info@myhomepersonaltrainer.co.uk](mailto:info@myhomepersonaltrainer.co.uk)

By:

By:

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Lawrence Wilcox  
Director  
My Home Personal Trainer Limited  
Date:

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Name:  
Title:  
Date:

## Appendix 1

My Home Personal Trainer Limited Franchise Agreement My Home Personal Trainer Mark



**MY HOME PERSONAL TRAINER**

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YOUR FUTURE IS BRIGHT WITH US

## Appendix 2 – Fees and Pricing Structure

The following fees are payable by the Franchisee to the Franchisor:

- Franchisor will provide client leads as and when received;
- When a client purchases 5, 10 or 15 sessions the Franchisee will pay the Franchisor:
  - 40% of first package purchased;
  - 30% of second package purchased;
  - 20% of third package purchased; and
  - 20% of any further packages purchased.
- When a client purchases session as pay as you go at £50 per session the Franchisee will pay the Franchisor:
  - 40% of the first session;
  - 30% of the second session;
  - 20% of the third session; and
  - 20% any further sessions.
- Failure by Franchisee to provide the agrees percentages, will lead to the agreement being terminated immediately and no further leads will be provided;
- use of the Franchisor's name;
- the **MHPT** Branded Training Documentation;
- A directory listing on [www.mypersonaltrainerdirectory.co.uk](http://www.mypersonaltrainerdirectory.co.uk)
- forwarding of client enquiries, at the sole discretion of the Franchisor, received by the Franchisor on its own website to the Franchisee, when not sent direct to the Franchisee; and
- the right to develop and operate one My Home Personal Trainer franchise, use of the Intellectual Property and Licensed Methods for the period of this Agreement.

### MHPT Pricing Structure

Block of 5 - £255 (£45 per session)

Block of 10 - £425 (£42.50 per session)

Block of 15 - £600 (£40 per session)

Pay as you go - £50 per session

Train with a Friend – Additional £10 per session