

# CONTRACTUAL AGREEMENT

## 1. Introduction

1.1 The agreement is between you and the personal trainer (the "Trainer") who delivers your training.

1.2 These Terms and Conditions form part of your agreement with the Trainer. You understand that the Trainer is self-employed and you are entering into a contract with him/her alone.

1.3 Your instructions to commence personal training will constitute acceptance of these Terms and Conditions when you become a client (a "Client" or "you"). You are asked to pay special attention to the provisions related to liability and cancellations. This does not affect your statutory rights.

## 2. Trainer

2.1 Your trainer is a fully qualified personal trainer with appropriate recognised qualifications and training (e.g. accredited on the Register of Exercise Professionals as at least Level 3).

## 3. Trainer's Obligations

3.1 The Trainer will use his/her skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.

3.2 The Trainer will provide the coaching, supervision, advice and support the Client requires in order to achieve the client's goals.

3.3 Each personal training session will last 60 minutes (a "Session") unless otherwise specified.

3.4 All Client information will be kept strictly private and confidential.

## 4. Your (Client) Obligations

4.1 It is understood between the Client and the Trainer that both must commit to your training programme 100% in order for you to achieve results.

4.2 You are required to arrive on time for each Session so that the Trainer's full training plan is achieved on each visit.

4.3 You are required to wear appropriate clothing and footwear.

4.4 You understand the results of any fitness programme cannot be guaranteed. Your progress depends on your effort and co-operation in and outside of the Sessions. In particular you acknowledge that individual results may vary and no

particular result is guaranteed by your Trainer.

4.5 You are required to complete a Physical Activity Readiness Questionnaire (a "PARQ") before undertaking your first personal training session.

4.6 In some instances your Trainer may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.

4.7 You understand and agree it is your responsibility to inform the Trainer of any conditions or changes to your health, now and on-going, which might affect your ability to exercise safely and with minimal risk of injury.

4.8 If your Trainer requires further medical information from a practitioner, you must provide such details.

4.9 You understand that there are inherent risks in participating in a programme of strenuous exercise. If you sustain or claim to sustain any injury whilst participating in training, you acknowledge that the Trainer is not responsible, except where the injury was caused by his/her gross negligence or intentional act.

4.10 Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions.

## **5. Payment**

5.1 Payment for Sessions should be made at the time of booking unless otherwise agreed.

5.2 Acceptable forms of payment are by prior agreement by bank transfer, credit card, or cash paid directly to the Trainer.

5.3 Block bookings of Sessions must be paid for in advance BUT Sessions do not have to be scheduled at the time of booking.

5.4 All Sessions must be used within 90 days from date of purchase.

## **6. Cancellation and Refunds**

6.1 24-hours' notice of cancellation or postponement is the minimum requirement for all appointments.

6.2 Notice of cancellation between 36-24 hours will incur a 50% Session fee.

6.3 Notice of less than 24 hours will incur full payment of the full Session fee.

6.4 Unforeseen events can/will be taken into consideration.

6.5 Tandem Session cancellation charges are at 1-to-1 prices.

6.6 Once purchased, your Sessions are non-refundable and non-transferable.

## **7. Lateness Policy**

7.1 If the Client is late the Session cannot be extended and ends at the appointed time.

7.2 If the Trainer is late time will be added to the Session or subsequent Sessions.

7.3 If the Client arrives more than 20 minutes late, the Trainer may leave the premises and the appointment may be forfeited.

## **8. Health and Safety**

8.1 Your Trainer has completed and holds a current certificate for emergency first aid at work approved by the Health and Safety Executive.

8.2 Your Trainer has the appropriate public liability insurance cover.

8.3 If your Trainer conducts the Session(s) on your premises you are responsible for providing a safe exercise environment.

## **9. Liability**

9.1 This Liability section applies only to the extent permitted by law. For the avoidance of doubt, the Trainer does not exclude or limit any liability for: (a) personal injury (including sickness and death) where such injury results from his/her gross negligence or wilful default, or that of his/her, agents or subcontractors or (b) fraudulent misrepresentation.

9.2 The Trainer does not accept liability (except as set out below) for any errors and omissions and reserves the right to change information, specifications and descriptions of listed packages and services. The Trainer will use their reasonable effort to correct errors and omissions as quickly as practicable after being notified of them.

9.3 The Trainer does not accept any liability whatsoever for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the Company's website or services purchased from the Trainer or any other damage howsoever caused.

9.4 The Trainer will only be liable for direct loss up to a maximum total of the price of the Sessions and/or services purchased by the Client in respect of any claim.

9.5 The Trainer shall not be liable for any loss or injury attributable to:

9.5.1 The Client's fault.

9.5.2 A third party unconnected with the provision of services provided by your Trainer.

9.5.3 Events which your Trainer, nor his/her suppliers or agents could have foreseen or forestalled, even if they had taken reasonable care.

9.6 The Trainer is not liable for loss or damage to your property.

9.7 The Trainer is not liable if you ignore his/her recommendation, at any time, to seek medical advice.

## 10. Intellectual Property

10.1 Any marketing, educational or other materials, including the Company's programmes and/or any variations thereto and its nutrition services materials, made available to you will at all times remain the property of the Company and is subject to copyright.

10.2 You undertake to use such materials only for your own personal development and not to copy, publish or reproduce any such materials.

## 11. General

11.1 You understand that in the unlikely event of your Trainer being unable to continue your training, for any reason, subject to availability you can have your Sessions transferred to another similar Trainer if he/she agrees to take over his/her training or you can request a full refund from your existing Trainer for any unfulfilled Sessions.

11.2 The trainer has the right to change these Terms and Conditions, for example, to be able to offer new services or as required by law. The Trainer will notify you of any change. When such a change(s) is made, if dissatisfied, you can cancel this agreement once you have made any payments already due to the trainer.

11.3 The Trainer may transfer (assign) all or part of this agreement to another trainer or organisation as long as your rights under this agreement are not materially reduced.

11.4 You are responsible for keeping all your contact information and marketing preferences up to date with the Trainer. In order to comply with the Data Protection Act 1998, the Trainer will only do what you ask him/her to do, or what you have given him/her permission to do with any personal or sensitive information held about you.

<b>Signature (Client)</b>		<b>Date</b>	
<b>Signature (Trainer)</b>			

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<b>Signature (Client)</b>		<b>Date</b>	
<b>Signature (Trainer)</b>			



**PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PARQ)**

<b>Name</b>			
<b>Address</b>			
<b>Age</b>		<b>D.O.B</b>	
<b>Email Address</b>			
<b>Home Phone</b>			
<b>Mobile</b>			
<b>Please answer the following questions by circling the relevant answer</b>			
<b>Yes</b>	<b>No</b>	1. Has a physician ever said you have a heart condition and you should only do physical activity recommended by a doctor or other professional?	
<b>Yes</b>	<b>No</b>	2. Do you experience pain in your chest when you perform physical activity?	
<b>Yes</b>	<b>No</b>	3. When not performing physical activity, have you had chest pain in the past month?	
<b>Yes</b>	<b>No</b>	4. Do you ever lose consciousness or do you lose balance because of dizziness?	
<b>Yes</b>	<b>No</b>	5. Any bone/ joint problems that can be made worse by a change in physical activity?	
<b>Yes</b>	<b>No</b>	6. Are you taking prescription meds' for your blood pressure or heart condition?	
<b>Yes</b>	<b>No</b>	7. Are you pregnant?	
<b>Yes</b>	<b>No</b>	8. Do you have insulin dependent diabetes?	
<b>Yes</b>	<b>No</b>	9. Do you know of any reason you should not exercise?	
If you have answered "Yes" to (9.) please comment:			

<b>Yes</b>	<b>No</b>	10. Do you have pain in areas of your body?	
If you have answered "Yes" to (10.) please comment:			
<b>Yes</b>	<b>No</b>	11. Do you have any regular treatment from any health professionals (e.g. massage therapist, physio etc.?)	
If you have answered "Yes" to (11.) please comment:			
<p><b>YES</b> to one or more questions: You should consult with your doctor to clarify it is safe for you to become physically active at this current time and in your current state of health.</p> <p><b>NO</b> to all questions: It is reasonably safe for you to participate in physical activity. A fitness appraisal can help determine your ability levels.</p>			
<b>In the event of an emergency, who can we contact:</b>			
<b>Next of kin name:</b>			<b>Contact number:</b>
<i>I have read, understood and accurately completed this questionnaire. I confirm to voluntarily engaging in an acceptable level of exercise, and my participation involves a risk of injury.</i>			
<b>Print name (Client):</b>			<b>Print name (Client):</b>
<b>Signature (Client):</b>			<b>Signature (Trainer):</b>
<b>Date:</b>			