

Terms and Conditions

1. Introduction

- a. Your agreement is with your personal trainer (the **"Trainer"**)
- b. 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 her alone.
- c. Your instructions to commence personal training will constitute acceptance of these Terms and Conditions when you will 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.

3. Trainer Obligations

- a. 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.
- b. The Trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals. Each personal training session will last 30 minutes - 1 hour depending on package bought (a **"Session"**)
- c. You understand that 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.
- d. All Client information will be kept strictly private and confidential, unless asked consented otherwise.

4. Your Obligations

- a. It is understood between you and your Trainer that both must commit to your training programme 100% in order for you to achieve results.
- b. You are required to be on time for each Session so that the Trainer's full training plan is achieved on each visit.
- c. You are required to wear appropriate clothing and footwear and bring water.
- d. You are required to complete a Physical Activity Readiness Questionnaire (a **"PARQ"**), before undertaking your first personal training session.

e. Your Trainer may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.

f. You understand and agree that it is your responsibility to inform the Trainer of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise safely and carry out the nutrition programme with minimal risk of injury.

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

h. You understand that there are inherent risks in participating in a programme of exercise. If you sustain or claim to sustain any injury while 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.

i. Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions/injuries/ailments that you have not stated in your PARQ, consultation forms or in person consultation.

5. Payments.

a. Payment is on a rolling monthly basis and you will be invoiced on the 1st of the month for payment within 14 days. If payment has not been received within 14 days then sessions will stop until payment has been made.

b. Acceptable forms of payment are banks transfer or cheque. Cheques should be made payable to Whole Life Fitness

c. It is calculated to incorporate 8 unpaid weeks out of 52 which allow for breaks for holidays and sickness on the part of either or both of us.

6. Cancellation, Refunds and Holidays

a. 24 hours notice of cancellation or postponement is required for all appointments and where possible another session the same week will be suggested at the trainers convenience.

b. Holidays have already been accounted for in your monthly payment

c. If the trainer cancels (not including holidays) she will ensure she provides you with the session at the nearest convenient time for both parties.

d. Unforeseen events will be taken into consideration on the day

e. Once purchased, your sessions are non-refundable

7. Lateness Policy

a. If the client is late the Session cannot be extended and will end at the appointed time

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

8.Health and Safety

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

b.Your Trainer has £5 million public liability insurance cover

c.If your Trainer conducts the Sessions on your premises you are responsible for providing a safe exercise environment

9.Liability

a.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.

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

c.The Trainer and the Company do 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 use of the Company's website or services purchased from the Trainer and/or the Company or any other damage howsoever caused

d.The Trainer and/or the Company 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

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

i.the Client's fault;

ii.a third party unconnected with the provision of services provided by your Trainer; or

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

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

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

10.Intellectual Property

a. 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 re-main the property of the Company and is subject to copyright

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

11. General

a. 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

b. 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 pay-ments already due to the Trainer

c. 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

d. 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 her to do, or what you have given him/her permission to do with any personal or sensitive information held about you

e. Your training may be filmed or pictures taken for marketing purposes, verbal consent will be obtained

f. This agreement is governed by the laws of England and Wales and is subject to the jurisdiction of the English courts