



Terms and Conditions: Exclusive PT

In the below Terms & Conditions the terms "personal training instructor", "trainer" and "PT" refer to employees of Exclusive PT™. The term "PT" may also be used as short and for "personal training" as well as "personal trainer" dependant on the context of the sentence. The term "client", "you" and "your" refer to the person or organisation to who we supply a service to.

1. Trainer's Obligations

1.1 Your personal training instructor will use their skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history. Exercise levels will be progressive and regulated by the personal trainer. The personal trainer will provide coaching, supervision, advice and support that will need to help achieve your goals.

1.2 You understand that the results of any fitness programme, technique consultation and nutritional programme cannot be guaranteed. Your progress depends on your effort and co-operation in and outside of the training and consultation sessions. In particular you acknowledge the individual results may vary and no particular result is assured by your personal trainer.

1.3 All client information will be kept strictly private and confidential.

2. Client's Obligations

2.1. Exercise Obligations

2.1.1. It is agreed between you and your trainer that both parties must fully commit to your training programme in order for you to achieve greatest results possible for you.

2.1.2. To further ensure you achieve your goals you are required to arrive on time for each appointment so that the trainer's full training plan can be completed on each visit.

2.1.3. When required arrive a minimum of 10 minutes before the appointment to warm up and be prepared to stay on for a further 10 minutes following the session to cool down and stretch.

2.1.4. The client is required to wear appropriate clothing and footwear. Clothes should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate support and be in keeping with 'gym rules' where applicable.

2.1.5. When required provide all relevant information relating to your nutrition to help the trainer devise an appropriate eating plan.

2.2. Medical Obligations

2.2.1. You are required to complete an Exclusive PT Health and Exercise Readiness Questionnaire before undertaking your first personal training session.

2.2.2. A letter of 'medical clearance' from your GP may be required. Please be aware that your GP may charge for providing this letter.

2.2.3. It is your responsibility to inform the trainer prior to the exercise session of any current or on-going conditions or changes to your health which might affect your ability to exercise safely and with minimal risk of injury.

2.2.4. Be prepared to provide further health information from your medical practitioner, if required by your trainer.

2.2.5. You acknowledge and understand that there are inherent risks in participating in a programme of strenuous exercise. If you suffer or claim to suffer any injury, or if you suffer or claim to suffer any medical condition 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.

2.2.6. Your trainer cannot be held liable in any way for undeclared or unknown medical conditions.

2.3. Session Cancellation Policy:

2.3.1. Notification of cancelled appointments must be made in excess of 24 hours in advance of the session start time. Failure to do so will incur a cancellation fee equivalent to the full price of that session and / or the loss of that session from your booked course.

2.3.2. Emergency cancellations will be dealt with at the discretion of the trainer.

2.4. Re-arranging a Session:

2.4.1. At least 24 hours' notice is required to re-arrange a pre-booked session; this can only be done if the trainer has the availability to accommodate you at another time.

2.4.2. If the trainer is unavailable to re-arrange the session, the appointment would either need to be kept or be cancelled.

2.5. Lateness Policy:

2.5.1. If the client is late for a training session, the appointment cannot be extended and will end at the pre-stated time.

2.5.2. If the trainer is late additional time will be added onto the session or to subsequent future sessions.

2.5.3. If the client arrives more than 1/3 of session time (in minutes) late for a scheduled appointment, the trainer has the right to forfeit the appointment and still charge for the full amount for the session.

2.6. Fee Charging Policy:

2.6.1. Payment for each pre-booked session or bulk of sessions must be made at the time of the booking unless a specific payment plan has been agreed (and signed to that effect) with the trainer

2.6.2. For payment via cheques and bank transfers, relevant information will be given at the time of payment by the trainer.

2.7. Package Deal Bookings:

2.7.1. Failure to provide adequate notice (minimum of 24 hours) four or more times during the same Package / Block period, will require you to go to the end of the waiting list when signing up for additional package deals .

2.8. Long term Absences – Injury, Illness, Pregnancy & Other:

2.8.1. Long term absence will be dealt with fairly and on an individual basis. Sessions can be retained until the time when you are well enough to train again. If you are unable to return to the original or amended version of the training programme after an agreed period of time (6

months or more) the session may be transferred to another suitable person or refunded (see below for refund structure).

2.9. Client Contract Cancellation & Refunds Policy

2.9.1. If you decide to cancel your chosen package deal, you will be refunded in the following manner:

- 50% refund of remaining session if a cancellation takes place within 14 days (this includes weekend days) from the date of purchasing a package deal.
- 25% refund of remaining session if a cancellation takes place after 14 days and 28 days (this includes weekend days) from the date of purchasing a package deal.

2.9.2. Cancellations made after 28 days from the date of purchase will not be entitled to a refund.

2.10. Health and Safety:

2.10.1. Your trainer has completed and holds a current certificate for Emergency First Aid at Work approved by the Health and Safety Executive. In addition your trainer has public liability insurance.

2.10.2. If your trainer conducts the session on your (client's) premises you are responsible for providing a safe exercise environment.

2.11. General Terms:

2.11.1. It is understood that in the very unlikely event of your trainer being unable to complete your training session, the Trainer will endeavour to re-schedule your session within 7 working days of the original appointment at the client's convenience. If the re-scheduled appointment has not been made after 7 working days the client can request a full refund for that unfulfilled session.

2.11.2. 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. In such a circumstance the trainer will notify you of any change. If such a change(s) is / are made and you feel dissatisfied you can cancel this agreement once you have made any payments already owing to the trainer.

2.12. Intellectual Property:

2.12.1. Any marketing, educational documents or other materials such as resistance and nutrition programmes, provided by Exclusive PT made available to you will at all times remain the property of Exclusive PT and is subject to copyright.

2.12.2. Such intellectual property is passed on for your own personal development and is not to be copied, publish or reproduced in any form.

2.13. Sensitive Information / Filming Rights:

2.13.1. 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 act on what you have given permission for them to do with any personal or sensitive information held about you.

2.13.2. In some circumstances the trainer may photograph and / or film your training for either marketing purposes and / or to aid fitness development. The trainer will assume (as per signing of this document) that you have consented to photography, filming and sound recording, which may include you as a client, consequently being used in commercial distribution without payment or copyright being owed. If you wish not to be photographed or filmed for these purposes please inform the trainer.

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

3. Liability

3.1 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.

3.2 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 and / or the company will use their reasonable effort to correct errors and omissions as quickly as practicable after being notified of them.

3.3 The trainer does not except any liability what so ever 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 Exclusive PT / Exclusive-PT.co.uk website or services purchased from the trainer and / or the company.

3.4 The trainer and / or company will only be liable for direct loss up to a maximum total price of the price of the sessions and / or services purchased by the client in respect of any claim.

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

3.6 The trainer is not liable for loss or damage to your property.

3.7 The trainer is not liable if you ignore his / her recommendations, at any time, to seek medical advice.

4. Disclaimer

I have read and understood all of the terms and conditions above and agree to comply with them in full.

Client Name / s: _____

Signed (Client/s): _____ **Date:** ____ / ____ / ____

Trainer Name: _____

Signed (Trainer): _____ **Date:** ____ / ____ / ____