

# **Terms and Conditions of hiring a Freelance Personal Trainer**

## **Introduction**

Your agreement is with your personal trainer (the “Trainer”) who delivers your training. 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.

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 cancellations. This does not affect your statutory rights.

## **The Trainer's Obligations**

The Trainer is a fully qualified Personal Trainer (REPs 3).

The Trainer will use 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.

The Trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals. Each personal training session will last 60 minutes (a “session”).

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.

All Client information is strictly confidential and will only be seen by the Trainer.

## **The Client's (Your) Obligations**

You are required to complete the “PAR-Q” Questionnaire before starting your first session.

You agree to disclose to The Trainer any medical conditions, health concerns and or previous injuries which may impact your ability to train effectively.

You agree to inform The Trainer of any changes in medical conditions or previous injuries as or when they occur.

The Trainer cannot be held liable in any way for any undisclosed information or any unknown medical conditions.

Based on the information you supply in the “PAR-Q” Questionnaire, the Trainer may require you to visit your doctor to obtain a “Medical Clearance”. Your doctor may charge a fee for writing this letter, and the fee is payable by you.

If The Trainer recommends you see an additional professional, i.e. a Physiotherapist to help with a previous injury, you understand that this fee is payable by you.

You must be committed 100% to your training and nutrition programmes in order that results can be achieved.

In order for The Trainer to complete the training plan, you are required to arrive on time and be ready to train at the specified session time.

You understand that there are inherent risks in participating in a programme of strenuous 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.

### **Payment**

Payment for bookings must be made prior to any session commencing.

Payment can be made directly with the Trainer in cash, credit/debit card or by internet bank transfer.

All sessions need to be paid for in advance but block bookings do not need to be scheduled in advance.

All sessions must be used within 90 days of purchase.

### **Cancellation and Refunds**

24 hours' notice is required for all cancellations or postponements of sessions.

Less than 24 hours' notice will incur full payment for that session, regardless of exceptional circumstances such as but not limited to accident, illness, breakdown etc.

If the trainer cancels a session with less than 24 hours' notice under exceptional circumstances, then you are entitled to an additional hour's session at no extra charge.

Once purchased, your sessions are non-refundable and non-transferable.

### **Lateness Policy**

Client: If the client is late, the session cannot be extended and will end at the appointed time.

Trainer: If the Trainer is late additional time will be added to the session or to subsequent sessions.

### **Health and Safety**

Your Trainer has completed and holds a current certificate for Emergency First Aid at work approved by the Health and Safety Executive.

Your Trainer holds comprehensive public liability insurance cover.

If The Trainer conducts the sessions on your premises you are responsible for providing a safe training environment.

You are required to wear appropriate clothes and footwear whilst Training.

## **Liability**

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

- a) The Client's fault.
- b) A third party unconnected with the provision of services provided by your Trainer.

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

The Trainer is not liable if you ignore recommendations to seek medical advice.

## **Intellectual Property**

All Nutrition and Training Plans made available to you remain the property of the Trainer and are subject to copyright.

The Client agrees to use these materials for his/her own personal development and will not copy, publish, reproduce or distribute any such materials.

## **General**

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 is made and if you are dissatisfied, you can cancel this agreement once you have made any payments already due to the Trainer.

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 her permission to do with any personal or sensitive information held about you.

Your training may be filmed or pictures taken for marketing purposes. Your participation in a session means you consent to photography, filming and sound recording which may include you as a Client and its use in commercial distribution without payment or copyright.

If your Trainer cancels any sessions, she will do her best to rebook said session for the same week.

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