**Terms and Conditions for Personal Training & Nutrition Consultations**

**Introduction**

Your agreement is with your personal trainer (the “Trainer”)/Practitioner (the “Practitioner”) who delivers your training/consultation.
These Terms and Conditions form part of your agreement with the Trainer/Practitioner. You understand that the Trainer/Practitioner is self-employed and that you are entering into a contract with him alone.

Your instructions to commence personal training/nutrition consultation/ 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.

**Trainer’s/Practitioners Obligations**

The Trainer/Practitioner will use his skills and knowledge to design a safe programme of exercise/nutrition protocols that will consider your lifestyle, personal goals, fitness levels and medical history.

The Trainer/Practitioner will provide the coaching instruction, supervision, advice, and support that you will need to achieve your goals. Apart from the initial consultation each personal training session will last approximately 60 minutes unless otherwise agreed (a “Session”). An initial nutrition consultation (a “Consultation”) will generally take 120 minutes, but may be more or less, depending on the complexity of the advice given.

You understand that the results of any fitness/nutrition programme cannot be guaranteed. Your progress depends on your effort and co-operation in and outside of the Sessions/Consultations. You acknowledge that individual results may vary and that no particular result is guaranteed by your Trainer/Practitioner.
All Client information will be kept strictly private and confidential.

**Your Obligations**

It is understood between you and your Trainer/Practitioner that both must commit to your training/nutrition programme 100% for you to achieve results.

You are required to arrive on time for each Session/Consultation so that the Trainer’s/Practitioners full expert guidance is achieved on each visit.

You are required to wear appropriate clothing and footwear (for training sessions only).

You are required to complete a Physical Activity Readiness Questionnaire (a “PARQ”) before undertaking your first personal training session. For nutrition consultations a comprehensive Lifestyle Assessment Questionnaire (which will be provided to the client) should be completed and will be required to be returned to the Practitioner in advance of the initial meeting (either face to face or via videotelephony).

Your Trainer/Practitioner may require a letter of ‘medical clearance’ from your GP. Please be aware that your GP may charge for providing this letter.
You understand and agree that it is your responsibility to inform the Trainer/Practitioner of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise/follow any given protocols safely and with minimal risk of injury.

If your Trainer/Practitioner requires further medical information from another practitioner/health professional, you must provide such details.

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/Practitioner is not responsible, except where the injury was caused by his gross negligence or intentional act.

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

**Cancellation and Refunds**

48 hours’ notice of cancellation or postponement is required for all appointments. Notice of less than 48 hours will incur full payment of the full Session/Consultation fee (as laid out upon the website).

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

If a Session/Consultation is booked within the same week, then the credit will not be lost.

**Lateness Policy**

If the client is late the Session/Consultation, it cannot be extended and will end at the appointed time.

If the Trainer/Practitioner is late, additional time will be added to the Session/Consultation or to a subsequent Session/Consultation.

**Health and Safety**

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

Your Trainer/Practitioner has £6 million professional liability insurance cover.

If your Trainer/Practitioner conducts the Sessions/Consultations on your premises, you are responsible for providing a safe environment.

**General**

You understand that in the unlikely event of your Trainer/Practitioner being unable to continue your training/advice, for any reason, you can request a full refund from your Trainer/Practitioner for any unfulfilled Sessions/Consultations.

The Trainer/Practitioner 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/Practitioner 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/Practitioner.

You are responsible for keeping all your contact information and marketing preferences up to date with the Trainer/Practitioner. To comply with the General Data Protection Regulation 2016/679 (GDPR), the Trainer/Practitioner will only do what you ask him to do, or what you have given him permission to do with any personal or sensitive information held about you. See our Privacy Policy for more information.

Your training/advice may be filmed, or pictures taken for marketing purposes (only if/when you grant permission to do so). Your agreed participation in a Session/Consultation 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.

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