

Flexible Strength Terms And conditions

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 them 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.

Trainer’s Obligations

- The Trainer will use his 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. Apart from the initial consultation (and the first personal training session if taken immediately afterwards), 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 will be kept strictly private and confidential.

Your Obligations

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

- Your Trainer 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 of any conditions or changes to your health, now and ongoing, which might affect your ability to exercise safely and with minimal risk of injury.
- If your Trainer requires further medical information from a practitioner, 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 is not responsible, except where the injury was caused by his/her gross negligence or intentional act.
- Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions.

Cancellation and Refunds

- 24 hours notice of cancellation or postponement is required for all appointments. Notice of less than 24 hours will incur full payment of the full Session fee.
- Once purchased, your Sessions and discounted block bookings are non-refundable.

Lateness Policy

- If the client is late the Session cannot be extended and will end at the appointed time.
- 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 has £10 million public liability insurance cover.
- If your Trainer conducts the Sessions on your premises you are responsible for providing a safe exercise environment.

General

- You understand that in the unlikely event of your Trainer being unable to continue your training, for any reason, you can request a full refund from your Trainer for any unfulfilled Sessions.
- 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.
- 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.
- 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.
- This agreement is governed by the laws of England and Wales and is subject to the jurisdiction of the English courts.