TERMS AND CONDITIONS PROVIDED BY: <<INSERT NAN (FOR BOOKING A SINC

BACKGROUND:

These Terms and Conditions are t

- A. to provision of any Trainin name of individual fitness
 OR [<<insert fitness trainen Registration>> under num office is at <<Address>>] ('
- B. where the client is a "Cons

1. Definitions and Interpreta

1.1 In these Terms an following expression

"Business"

"Consumer"

"Data Protection Legislation"

"Our Premises"

"Price List"

"Registration Forr









ESS TRAINER SERVICES IVIDUAL]PERSONAL TRAINER CKAGE OF SESSIONS)

apply:

Clause 1 below) by [<<insert full oyed individual] of <<Address>>] ompany registered in <<Country of ation Number>> whose registered

Consumer Rights Act 2015.

e context otherwise requires, the anings:

siness, trade, craft, or profession carried ny other person/organisation;

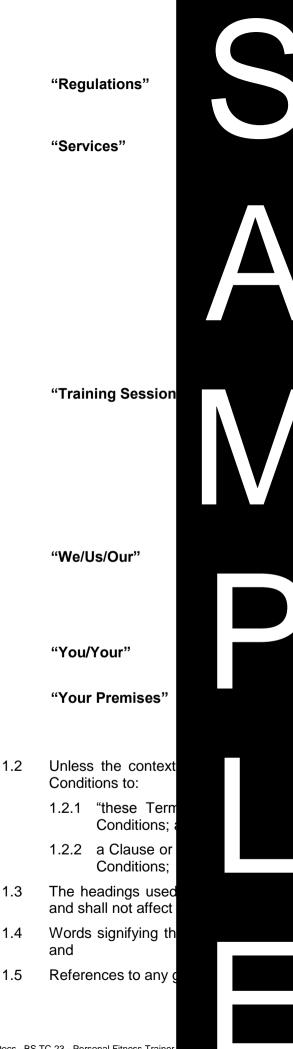
sumer" as defined by the Consumer 5, and in relation to these Terms and ans an individual who receives or uses Us comprising one or more Training the individual's personal use and for y or mainly outside the purposes of any

ta Protection Act 1998 and the General n Regulation (GDPR) (Regulation (EU) mended or replaced from time to time;

remises where We provide Training e same address as above] **OR** [<<insert >>] **OR** [the gym or fitness facility or <insert address>>], but in Clause 3.17 it ess premises" as defined in the hd for the avoidance of doubt it does not remises in relation to any Session/s that ovide at Your Premises;

ndard price list for all Training Sessions . The list of Training Sessions and their ble from <<Insert Location E.g. Website, Our Premises>>;

istration form that We provide to You for register;



Consumer Contracts (Information, and Additional Charges) Regulations

t from or amend the following>> testing nt of [(without limitation cardiovascular ate, muscle strength, body composition, flexibility)]; physical training; exercise; bic conditioning and training; weight t training; cardiovascular exercise and ance exercise, use of machinery, training ee weights, circuit machinery and machines; stretching; weightlifting; goal se prescription; nutrition advice; weight oning; strength building; development of motivating, leading and instructing; and raining activities, techniques and/or

ession of <<insert number e.g. 60, 70, (including any time needed to change sary clothing for the session or for any We provide for You on an individual ing any of the Services, and all facilities, pment, and other goods and materials vide/use in connection with any such ordance with any programme of training and agree with You from time to time;

rson] OR [company] whose name is set whose place of business and contact set out above] OR [<<insert other id includes all Our staff (employees and

vidual to whom We agree to provide any n; and

mises other than Our premises at which n time to time to provide any Training You.

ch reference in these Terms and

reference to these Terms and

e to a Clause of these Terms and

nditions are for convenience only e Terms and Conditions;

include the plural and vice versa;

ther gender.

2. Registration

- 2.1 In order to attend a You may do so by o to these Terms and
- 2.2 The details that Yo complete and corre a "Consumer", and but not limited to t Clauses 6 and 7 of
- 2.3 You may book and writing] Your appli acceptance of Your then (but not otherv to accept Your Reg
- 2.4 When We confirm the contract between Y

3. Booking and Cancellation

- 3.1 You must be 18 or Session.
- 3.2 A time/date slot for given, and a Traini first-served basis. ' slot for any Training
- 3.3 You may book a T through [Our webs Session [or as part
- 3.4 We will only provid paid for] it.
- 3.5 When you book and part of a package], rebook to replace a no more than <<ins and pay for that b rebooked) and take and are entitled to We will not refund a
- 3.6 [If You pay for any time book the date/ package, You shou which fall within the when You pay for t of a package but r above>> week peri any payment You h use all reasonable said <<insert period</p>
- 3.7 Your request for a t as part of a packag it will be for Us to c













first have to register with Us and n Form and agreeing in that Form

n the Registration Form must be hation that You are 18 or over and Terms and Conditions, including afety matters and rules set out in ons.

n only once We have accepted [in but in a Registration Form. Our eans that We agree that You may ssion. Our decision whether or not bsolute discretion.

blication to register there will be a sand Conditions.

and Consumer Rights

to book and attend any Training

ubject to availability. No priority is ot will be offered on a first-comeuarantee any particular time/date I You book [and pay] for it.

on][,] [by email][,] [by phone] [or king system] as a single Training of Training Sessions].

You if You have pre-booked [and

ession [not booked and paid for as set out in sub-Clause 3.10 below, sion cancelled) for a date which is ks after the date when You make Training Session not booked (or be lost and, unless You cancel it erms and Conditions in that case, ade for it.

sions, but You do not at the same Training Sessions included in the book dates for all of the package 3, 26>> week period after the date Training Sessions paid for as part ing within that <<insert period as will be lost, and We will not refund re You pay for a package, We will I dates for it which fall within the >> week period.]

ssion [(whether or not it is paid for hether We accept any booking for Only if and when We tell You that We accept Your re paid for it will the Training Session.[II 5, 10, 20, 40>> or r in Our discretion W of the Training Sess

- 3.8 When You book a advance for it, and set out in sub-Clau Sessions without g explained in the foll
- 3.9 If You arrive late fo beyond its schedul the time when You booked as cancelle minutes after the si You will be arriving it at all. If We treat may then (but We "wait-list" or other decide to make a c Clause 3.11 below

EITHER

- [3.10 You may cancel a hours prior notice of sum You paid in act for a later, substitut that substitute book of a package, [We You for that Trainin 100, or a lower figu of] the total sum pa Sessions in the pao a date falling within week period after th
- 3.11 If You do not give 3.10 e.g. 24> hours be entitled to charg cancellation but tha of that Training Se session [, or, instea that You would hav and not as part of a any sum You paid i [or the package], an

OR

[3.10 You may cancel a hours prior notice c sum You paid in ac for a later, substitut that substitute book of a package, [We



ar Training Session and You have t between You and Us for that package of <<insert number e.g. and You pay for that package, and Dur contract with You will be for all which You then or later book].

e will require You to pay Us in ep some or all of that payment as if You later cancel the Training that We require to be given as Clause 3.

We will not extend the length of it We specifically agree to do so at Training Session that You have to Us if You arrive more than [15] on or You tell Us at any time that after its start, or You do not attend cancelled in any such case, We Your time/date slot for it to any hat time and date slot. We may ncelled Training Session, and sub-

charge if You give Us at least [24] do so We will refund to You any cancel You ask instead to rebook if We then in our discretion accept ning Session was paid for as part sum for it but] **OR** [We will refund ual to [<<insert percentage, either session price was discounted>> % ed by the total number of Training k it under this sub-Clause 3.10 for n sub-Clause 3.6, e.g. 6, 13, 26>> d the package].

he period as in first line of Clause ion of a Training Session, We will al loss that We suffer due to Your o an amount equal to the full price for it where it was a stand alone as part of a package, the amount ooked it as a stand alone session entitled to deduct that charge from ase may be,] that Training Session alance to You.]

charge if You give Us at least [48] do so We will refund to You any cancel You ask instead to rebook if We then in our discretion accept ning Session was paid for as part sum for it but] **OR** [We will refund You for that Trainin either 100, or a discounted>> % of number of Training sub-Clause 3.10 fo 3.6, e.g. 6, 13, 20 package].

- 3.11 If You do not give 3.10 e.g. 48> hours be entitled to charg cancellation but tha
 - 3.11.1 100% of the is less than
 - 3.11.2 75% of that less than 24
 - 3.11.3 50% of that less than 48

For this purpose t Training Session w booked as part of a for it had You boo package]. We will b advance for [, as the and We shall refund

- 3.12 If, due to exception accidents and bere at least <<insert s consider the circum charge for late car provisions of this Cl
- 3.13 We may cancel a T and date of that Tra
 - 3.13.1 [The requir available; o
 - 3.13.2 An event of more than
 - 3.13.3 We find th above).

If We cancel a Trai in full the payment t

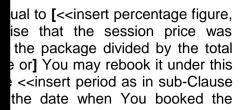
[unless it was paid apply instead.

Where it was part rebook that cancell date falling within t date when You pai period e.g. 2, 4, 6, and You prefer to t price for that cance









ne period as in first line of Clause ion of a Training Session, We will al loss that We suffer due to Your

ng Session where that prior notice

r notice is more than 12 hours but

r notice is more than 24 hours but

the actual price paid where the alone session [, or, where it was amount that You would have paid ie session and not as part of a charge from any sum You paid in raining Session [or the package,]

Iding, but not limited to, illness, Fraining Session without giving Us use 3.10>> prior notice, We will etion decide whether to waive any intitled to make under the above

by You at any time before the time wing circumstances:

ary for the Training Session is not

8 below occurs and continues for

sumer" (as defined in Clause 1

cumstances We will refund to You s for that Training Session

e in which case the following will

not make a refund but You may hout further payment) for another 6, 13, 26>> week period after the hat period ends less than <<insert of the cancelled Training Session rebooking We will refund You the at You would have paid for it if it had been booked a

- 3.14 We will use all reas booked at its sched a previous Training at least <<insert tim You arrive for a Tra least that time, You You in full the payr [unless it was paid of sub-Clause 3.13 also apply to cance
- 3.15 Training Sessions from time to time bu of any such change
- 3.16 We may immediate reasonable opinion Terms and Conditio Session started but paid for any Trainin attended one or n Training Sessions r that cancellation a Training Session in number of package Sessions in the pa package.]
- Where the contract 3.17 Regulations give Ye be in addition to the 3. You may for an day period after W Training Session or if You have expres that 14 day period a Session and You n only cancel any o request that Your convenient to You. have already made payment(s) to You amount due for the provided. [For this been paid for as Session(s) (either b booked), and We w package price amou that package].

4. Fees and Payment

- 4.1 You must pay in ac We fully and correc
- 4.2 You may pay Us for



one session.]

art the Training Session You have tart may be delayed by overrun of imstances. If a delay to the start is >, or, if at any time before or after You that there will be a delay of at ng Session and We will refund to le to Us for that Training Session in which case the final paragraph efund for, a cancelled session) will use 3.14].

s trainers] are subject to change as much prior notice as possible

Session if Your conduct is in Our mounts to Your breach of these itled to any refund for a Training a case. [If at that time You have e but have not yet booked and/or Sessions, We may cancel those ended by telling You at the time of I refund You for the number of d and the refund will be for the aken pro rata to the total Training of the price paid for the whole

not made on Our Premises, the his sub-Clause 3.17, and they will he above provisions of this Clause d Training Session during the 14 but if the booking includes any the end of that 14 day period, and ide any such Training Session in not cancel that requested Training nce with Clause 4, and You may overed by that booking. If You ou must confirm this in any way by this Sub-clause 3.17, and You or the booking, We will refund the eiving Your cancellation less the ered by that booking that We have e or more Training Sessions has You may cancel such Training fter that 14 day period or not yet ancelled Training Session the total tal number of Training Sessions in

List for all Training Sessions that

any of the following methods:

- 4.2.1 <<Insert Me Booking Sys
- 4.2.2 <<Insert met
- 4.2.3 <<Insert M Session>>;
- 4.2.4 <<Insert Add
- 4.3 We may alter Our Session increases Training Session, t Session on that dat
- 4.4 All prices of Training

5. Eligibility to receive a Tra

- 5.1 We only make any Clause 1 above), a to be Your confirma request(s) by You t you are not a "Co registration forthwith be entitled to atter cancellation You ha yet attended one o those Training Sessions of package Trainin Training Sessions whole package].
- 5.2 We will not accept available to You ur may require evidence

6. Fitness, Health and Safet

- 6.1 You acknowledge You agree that You knowledge that even there is a risk of p such Training Sessi
- 6.2 You will at all time condition and wellb participate in any T or parts or aspects unsuitable for You i problem or conditio
- 6.2 If You have any c appropriate medica adviser before atter obtain clearance fro booking or attending such advice or clear
- 6.3 You agree that w Training Session, t

rd By Phone or Using Our Online

he Training Session>>;

er, Redeemed at the Training

e, but if the price of any Training You book it and the date of the ot apply to You for the Training

Price List are inclusive of VAT.

le to a "Consumer" (as defined in Registration Form will be deemed Consumer" in connection with any ession. If at any time We find that out liability to You cancel Your lation notice and You will not then Sessions. [If at the time of such ssions as a package but have not Sessions, We will refund You for d the refund will be for the number d pro rata to the total number of poportion of the price paid for the

ter or make any Training Session nsert Age E.g. 18>> or over. We irpose.

may be physically strenuous and n such Training Sessions with full nt fitness trainer is not negligent arising from Your participation in

bur own state of health, physical hat you are fit and well enough to a book. Certain Training Sessions or of fitness programmes may be s, or any medical, health or fitness

ess or health, You should seek nt professional medical or other , and where necessary, You must al medical or other adviser before We cannot and do not provide any

when You book and attend any ation that You have no health or





fitness problems wh and that You have o

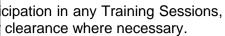
- 6.4 When You request hours] before You a any medical, health You, and inform Yo issue or special n accordance with an
- 6.5 If You do not tell Us Clause 6.3 or 6.4 is some or all of that treat any such Train by You without noti cancelled Training Sea [If that Training Sea remaining Training You for each of the equal to the total Sessions in the total
- 6.6 You must not attend or illegal drugs [or il
- 6.7 [[If You need to cha and/or You need to Training Session, o Session does not specified by Us is should arrive at leas Your Training Sess to be late for a Trai You can before the than the time slot Training Session for
- 6.8 You acknowledge a amount of physical proper technique or

7. Rules

- 7.1 We do not permit Y
 - 7.1.1 smoke any
 - 7.1.2 bring to O E.g. 10>> a
 - 7.1.3 bring any dogs. If Yo that when
 - 7.1.4 bring any c Our Premis permitted it
- 7.2 Generally, You will Sessions but if a T clothing, footwear [







Session and if [at least [48][72] ion, You tell Us at that time about cial need, We will discuss it with cept Your booking because of that Your booking, You must act in Us relating to the issue or need.

ion of anything referred to in sub-We will be entitled not to provide y other Training Sessions and to ected part of it/them) as cancelled ay make a charge to You for that set out in sub-Clause 3.11 above. e, We may also cancel any other e and in that case We will refund ssions that We cancel an amount by the total number of Training

hen under the influence of alcohol eavy meal].

You arrive for a Training Session ny administrative matter before a that the time/slot for Your Training n-up but that a warm up routine art Your Training Session,] You es prior to the time slot booked for start.] If You know You are going d contact Us to tell Us as soon as slot start time. [If You arrive later permit You to participate in the ns].

Session usually involves a certain ess trainer and a client to ensure

n under the age of <<Insert Age et as the to supervise them;

ises with the exception of guide uide dog, You should inform Us of

cept water) or food into any part of n a plastic bottle or paper cup, is

ing and training shoes for Training any other or any specific type of Il You beforehand of such specific requirements and Y and footwear not location that We tel requirements, We refund or other amo

8. Events beyond our reaso

- 8.1 We will not be liat under the contract r
- 8.2 If any event descrit affect Our performation inform You as so suspended and an accordingly. We will any new dates, time may, without liabilit place due to that e You have made to cancelled Training each such Training divided by the total

9. Limitation of Liability

- 9.1 We will be respon suffer as a result of of Our negligence consequence of Ou Us when Our contr loss or damage that
- 9.2 We provide or sell private use/purpose business, interruption
- 9.3 We make no warr brought about as a differ from client to limitation, body type
- 9.4 [Our fitness trainer/ Professionals [and attained [the appro trainers][Level 3 of is/are appropriately [However, s/he/the professional[s], and conditions or impair similar advice and medical, health, fitn
- 9.5 If You bring any undertake to keep t or damage will be a to any deliberate o loss or damage to or visitor to Our Pre



essary items for Yourself. Clothing Session should be stored in the ot comply with any of these dress Session without liability for any

lay in performing Our obligations beyond Our reasonable control.

1 occurs that is likely to adversely under the contract, We will try to ossible, Our obligations will be are bound by will be extended vent is over and provide details of ning Sessions as necessary. You ning Session(s) which do not take I in full the advance payment that Training Session(s). [Where the a package, We will refund You for al to the total price for the package e package.]

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious or if it is contemplated by You and We will not be responsible for any

You only for Your personal and o You for any loss of profit, loss of loss of business opportunity.

that any particular result will be ny Training Session/s. Results will rarious factors, including, without

the National Register of Exercise Personal Trainers] and has/have onal Standard for personal fitness Certificate]. Accordingly, s/he/they to conduct Training Sessions.] is/are not [a] medical or health ave expertise to diagnose medical ce does not include any medical or advice provided by an appropriate I therapist.

h to Our Premises, We do not storage place for them. Their loss where such loss or damage is due /e will not be responsible for any caused by any other client, guest eave or store them in any place at Our premises refer any valuable belong

- 9.6 Nothing in these T Our liability for dea that of Our employ misrepresentation.
- 9.7 Furthermore, if you 2015, or a consur legislation, nothing exclude, limit, preju You, or Your rights
 - 9.7.1 the Consum
 - 9.7.2 the Regulati
 - 9.7.3 the Consum
 - 9.7.4 any other co

as that legislation is

For more details of Advice Bureau or T

10. Changes to Terms and C

We may from time to time notice, but We will use C reasonably possible of any

11. How We Use Your Person

- 11.1 In so far as adminis Your registration in processing any dat not limited to, Your consent and in acc You from time to ti and Your rights un Conditions.
- 11.2 We may use Your p
 - 11.2.1 to adminis registration
 - 11.2.2 to process
 - 11.2.3 in certain of Sessions of personal in are also bo hold Your p

We will not pass on first obtaining Your e

12. Regulations

We are required by the R













therefore advise You not to bring

ntended to or will exclude or limit used by Our negligence (including ractors) or for fraud or fraudulent

fined by the Consumer Rights Act f any other consumer protection Conditions is intended to or will any of Our duties or obligations to ity to You, under:

r

ation

me.

ase refer to Your local Citizens'

nd Conditions without giving You urs to inform You as soon as is

otection)

iding Training Sessions for You or , using, or holding or otherwise ch is personal data (including, but shall only do so with Your express instructions reasonably given by of the Data Protection Legislation Legislation and these Terms and

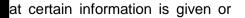
llows:

g Sessions for You and Your ining Sessions to You;

g Sessions;

mple, You wish to pay for Training ur consent, We may pass Your erence agencies. These agencies on Legislation and should use and ordingly; and

h to any other third parties without



made available to You as before We accept Your information is already appa the information itself either will make it available to Yo booking. All of that inform terms of Our contract with

13. Information

As required by the Regulat

- 13.1 all of the information
- 13.2 any other informati Ourselves and Our make a booking or

will be part of the terms of

14. Complaints

We always welcome feedl endeavours to ensure than nevertheless want to hear any complaint about Our T raise the matter with [Us] contacted [at Our Premis Post>>].

15. No Waiver

No failure or delay by Us Conditions means that We of a breach of any provisio will waive any subsequent

16. Severance

If any provision of these T be invalid or unenforceabl these Terms and Condition be affected.

17. Law and Jurisdiction

- 17.1 These Terms and (and Us (whether construed in accord [Scotland].
- 17.2 As a consumer, yo your country of res reduces your rights
- 17.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar





make Our contract with You (i.e. e a booking) except where that the transaction. We have included ditions for You to see now, or We request to register and/or make a y the Regulations, be part of the

; and

u about any Training Sessions or ke into account when deciding to lecision about Training Sessions;

a Consumer.

Ist We always use all reasonable Our client is a positive one, We y cause for complaint. If You have other complaint about Us, please Person to Contact>> who can be rt Method E.g. Phone, Email or

hy rights under these Terms and right, and no waiver by Us or You Conditions means that We or You y other provision.

eld by any competent authority to validity of the other provisions of the provision in question shall not

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

handatory provisions of the law in Clause 17.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of lorthern Ireland, as determined by your residency.

