

**TERMS AND CONDITIONS
PROVIDED BY: <<INSERT NAME>>
(FOR BOOKING A SINGLE SESSION)**

**PERSONAL FITNESS TRAINER SERVICES
[FOR AN INDIVIDUAL] PERSONAL TRAINER
(PACKAGE OF SESSIONS)**

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following:

apply:

- A. to provision of any Training Session at the premises of the [name of individual fitness trainer] OR [<<insert fitness trainer name>>] (Registration Number: <<Registration Number>> under number <<Registration Number>> office is at <<Address>>) (

Clause 1 below) by [<<insert full name of employed individual>>] of <<Address>>] company registered in <<Country of Origin>> (Registration Number: <<Registration Number>> whose registered

- B. where the client is a "Consumer" as defined by the Consumer Rights Act 2015.

Consumer Rights Act 2015.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

the context otherwise requires, the following meanings:

"Business"

business, trade, craft, or profession carried out by any other person/organisation;

"Consumer"

"consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses the Training Sessions comprising one or more Training Sessions for the individual's personal use and for any or mainly outside the purposes of any business;

"Data Protection Legislation"

Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;

"Our Premises"

premises where We provide Training Sessions at the same address as above] OR [<<insert address>>] OR [the gym or fitness facility or premises at <<insert address>>], but in Clause 3.17 it means "business premises" as defined in the Consumer Rights Act 2015 and for the avoidance of doubt it does not include premises in relation to any Session/s that are provided at Your Premises;

"Price List"

standard price list for all Training Sessions provided by We. The list of Training Sessions and their prices shall be available from <<Insert Location E.g. Website, Our Premises>>;

"Registration Form"

registration form that We provide to You for registration;

“Regulations”		Consumer Contracts (Information, and Additional Charges) Regulations
“Services”		<p>ect from or amend the following>> testing ent of [(without limitation cardiovascular rate, muscle strength, body composition, d flexibility)]; physical training; exercise; obic 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 training activities, techniques and/or</p>
“Training Session”		<p>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, oment, 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;</p>
“We/Us/Our”		<p>erson] OR [company] whose name is set whose place of business and contact set out above] OR [<<insert other d includes all Our staff (employees and</p>
“You/Your”		<p>ividual to whom We agree to provide any on; and</p>
“Your Premises”		<p>remises other than Our premises at which n time to time to provide any Training You.</p>
1.2 Unless the context Conditions to:		<p>ch reference in these Terms and</p>
1.2.1 “these Term Conditions; a		<p>a reference to these Terms and</p>
1.2.2 a Clause or Conditions;		<p>re to a Clause of these Terms and</p>
1.3 The headings used and shall not affect		<p>nditions are for convenience only e Terms and Conditions;</p>
1.4 Words signifying th and		<p>include the plural and vice versa;</p>
1.5 References to any g		<p>other gender.</p>

2. Registration

- 2.1 In order to attend a Training Session, You must first have to register with Us and You may do so by completing a Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You provide in the Registration Form must be complete and correct, including Your name, address, contact details, Your date of birth, Your gender, Your occupation, Your signature, Your photograph, Your declaration that You are 18 or over and Your agreement to the Terms and Conditions, including the safety matters and rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may book and attend a Training Session only once We have accepted [in writing] Your application to book and attend a Training Session. Our acceptance of Your application means that We agree that You may attend a Training Session. Our decision whether or not to accept Your Registration application is at Our absolute discretion.
- 2.4 When We confirm Your Registration, there will be a contract between You and Us. Your application to register there will be a contract between You and Us.

3. Booking and Cancellation

- 3.1 You must be 18 or over to book and attend any Training Session.
- 3.2 A time/date slot for a Training Session will be offered on a first-come-first-served basis. We do not guarantee any particular time/date slot for any Training Session.
- 3.3 You may book a Training Session through [Our website] [by email] [by phone] [or through our booking system] as a single Training Session [or as part of a package of Training Sessions].
- 3.4 We will only provide a Training Session if You have pre-booked [and paid for] it.
- 3.5 When you book and pay for a Training Session [not booked and paid for as part of a package], we will provide a Training Session set out in sub-Clause 3.10 below, or a replacement Training Session (if the original Training Session cancelled) for a date which is no more than <<insert period>> weeks after the date when You make the booking. If You do not book a Training Session not booked (or booked but not paid for) within that <<insert period>> weeks after the date when You make the booking, the Training Session will be lost and, unless You cancel it within that <<insert period>> weeks after the date when You make the booking, We will not refund any payment You have made for it. We will not refund any payment You have made for it.
- 3.6 [If You pay for any Training Session as part of a package, You should book the date/s for the Training Session/s which fall within the <<insert period>> week period after the date when You pay for the package but not later than <<insert period>> weeks after the date when You pay for the package. If You do not book the date/s for the Training Session/s which fall within the <<insert period>> week period after the date when You pay for the package, the Training Session/s will be lost, and We will not refund any payment You have made for it. We will not refund any payment You have made for it.]
- 3.7 Your request for a booking for a Training Session [whether or not it is paid for as part of a package] will be for Us to decide whether We accept any booking for a Training Session. Only if and when We tell You that

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and You pay for that package, and
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Clause 3.

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You for that Training Session, either 100, or a percentage of the actual price paid for the package divided by the total number of Training Sessions in the package or] You may rebook it under this clause <<insert period as in sub-Clause 3.6, e.g. 6, 13, 26>> week period after the date when You booked the package].

- 3.11 If You do not give notice of cancellation of a Training Session, We will be entitled to charge You the actual loss that We suffer due to Your cancellation but that shall not exceed:

3.11.1 100% of the actual price paid for the Training Session where that prior notice is less than 48 hours;

3.11.2 75% of that actual price paid where that prior notice is more than 12 hours but less than 24 hours;

3.11.3 50% of that actual price paid where that prior notice is more than 24 hours but less than 48 hours.

For this purpose the actual price paid for the Training Session will be the actual price paid where the Training Session was booked as part of a package [or, where it was booked alone session [, or, where it was booked as part of a package], the actual amount that You would have paid for it had You booked the Training Session and not as part of a package]. We will be entitled to charge from any sum You paid in advance for [, as the case may be, the Training Session and We shall refund to You the actual price paid for the Training Session [or the package,] the actual amount that You would have paid for it had You booked the Training Session and not as part of a package].

- 3.12 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You are unable to attend a Training Session without giving Us at least <<insert period as in sub-Clause 3.10>> prior notice, We will consider the circumstances and may decide whether to waive any charge for late cancellation or to charge You the actual loss that We suffer due to Your cancellation but that shall not exceed the provisions of this Clause 3.11.

- 3.13 We may cancel a Training Session at any time before the time and date of that Training Session if:

3.13.1 [The required number of Participants is not available; or

3.13.2 An event of force majeure occurs and continues for more than 48 hours;

3.13.3 We find that the circumstances are such as to make it impracticable to hold the Training Session (above).

If We cancel a Training Session, We will refund to You in full the payment for that Training Session [unless it was paid in advance for a package, in which case the following will apply instead.

Where it was part of a package, You may (without further payment) rebook that cancelled Training Session for another date falling within the <<insert period e.g. 2, 4, 6, 8, 13, 26>> week period after the date when You paid for the package and You prefer to rebook it. If You do not rebook it, We will refund to You the actual price paid for that cancelled Training Session, either 100, or a percentage of the actual price paid for the package divided by the total number of Training Sessions in the package or] You may rebook it under this clause <<insert period as in sub-Clause 3.6, e.g. 6, 13, 26>> week period after the date when You booked the package].

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equal to [<<insert percentage figure, e.g. 75, 50, 25>> % of the actual price paid for the package divided by the total number of Training Sessions in the package or] You may rebook it under this clause <<insert period as in sub-Clause 3.6, e.g. 6, 13, 26>> week period after the date when You booked the package].

the period as in first line of Clause 3.11.1. If You do not rebook it, We will refund to You the actual loss that We suffer due to Your cancellation but that shall not exceed:

3.11.1 100% of the actual price paid for the Training Session where that prior notice is less than 48 hours;

3.11.2 75% of that actual price paid where that prior notice is more than 12 hours but less than 24 hours;

3.11.3 50% of that actual price paid where that prior notice is more than 24 hours but less than 48 hours.

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including, but not limited to, illness, accidents and bereavement, You are unable to attend a Training Session without giving Us at least <<insert period as in sub-Clause 3.10>> prior notice, We will consider the circumstances and may decide whether to waive any charge for late cancellation or to charge You the actual loss that We suffer due to Your cancellation but that shall not exceed the provisions of this Clause 3.11.

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one session.]

- start the Training Session You have started may be delayed by overrun of circumstances. If a delay to the start is 15 minutes or more, or, if at any time before or after the start of the Training Session You notify Us that there will be a delay of at least 15 minutes, We will refund to You the fee for that Training Session (in which case the final paragraph of the refund for, a cancelled session) will apply [3.14].

- Trainers] are subject to change
as much prior notice as possible

- Session if Your conduct is in Our amounts to Your breach of these entitled 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 ll refund You for the number of d and the refund will be for the taken pro rata to the total Training of the price paid for the whole

- not made on Our Premises, the this sub-Clause 3.17, and they will the above provisions of this Clause and Training Session during the 14 but if the booking includes any the end of that 14 day period, and provide any such Training Session in not cancel that requested Training ance with Clause 4, and You may covered 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 giving Your cancellation less the ered by that booking that We have e or more Training Sessions has a You may cancel such Training after that 14 day period or not yet cancelled Training Session the total tal number of Training Sessions in

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- List for all Training Sessions that
any of the following methods:

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4.2.1 <<Insert Method of Booking>> or By Phone or Using Our Online Booking System

4.2.2 <<Insert method of booking the Training Session>>;

4.2.3 <<Insert Method of Redemption>>, Redeemed at the Training Session>>;

4.2.4 <<Insert Additional Information>>

4.3 We may alter Our Price List, but if the price of any Training Session increases after You book it and the date of the Training Session, the new price will not apply to You for the Training Session on that date.

4.4 All prices of Training Sessions in Our Price List are inclusive of VAT.

5. Eligibility to receive a Training Session

5.1 We only make any Training Sessions available to a "Consumer" (as defined in Clause 1 above), and You must complete Our Registration Form will be deemed to be Your confirmation of booking. If at any time We find that you are not a "Consumer" in connection with any Training Session. If at any time We find that you are not a "Consumer" without liability to You cancel Your Training Sessions. [If at the time of such cancellation You have yet attended one of those Training Sessions as a package but have not attended the other Training Sessions, We will refund You for the number of Training Sessions attended and the refund will be for the number of Training Sessions attended pro rata to the total number of Training Sessions in the package and proportion of the price paid for the whole package].

5.2 We will not accept bookings for any Training Session available to You under this clause if You are under the age of 18 (insert Age E.g. 18>> or over. We may require evidence of age.

6. Fitness, Health and Safety

6.1 You acknowledge that participation in such Training Sessions may be physically strenuous and You agree that You participate in such Training Sessions with full knowledge that even if a professional fitness trainer is not negligent there is a risk of personal injury arising from Your participation in such Training Sessions.

6.2 You will at all times maintain your own state of health, physical condition and wellbeing and agree that you are fit and well enough to participate in any Training Session that you book. Certain Training Sessions or parts or aspects of fitness programmes may be unsuitable for You if you have any medical, health or fitness problem or condition.

6.2 If You have any condition affecting your health or fitness, You should seek appropriate medical or other professional medical or other advice before attending any Training Session, and where necessary, You must obtain clearance from a professional medical or other adviser before booking or attending any Training Session. We cannot and do not provide any such advice or clearance.

6.3 You agree that when You book and attend any Training Session, you warrant and represent that You have no health or fitness condition that may prevent You from participating in such Training Sessions.

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- to Our Premises, We do not provide a storage place for them. Their loss or damage where such loss or damage is due to the negligence of the Client, We will not be responsible for any loss or damage caused by any other client, guest or employee. We will not leave or store them in any place at

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

13. Information

As required by the Regulations

13.1 all of the information

13.2 any other information
Ourselves and Our
make a booking or

will be part of the terms of

14. Complaints

We always welcome feedback
endeavours to ensure that
nevertheless want to hear
any complaint about Our Terms
raise the matter with [Us]
contacted [at Our Premises
Post>>].

15. No Waiver

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

16. Severance

If any provision of these Terms
be invalid or unenforceable
these Terms and Conditions
be affected.

17. Law and Jurisdiction

17.1 These Terms and Conditions
and Us (whether
construed in accordance
[Scotland].

17.2 As a consumer, you
your country of residence
reduces your rights

17.3 Any dispute, controversy
to these Terms and
and Us (whether construed
the courts of England

make Our contract with You (i.e.
a booking) except where that
the transaction. We have included
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request to register and/or make a
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about any Training Sessions or
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Our client is a positive one, We
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Person to Contact>> who can be
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Conditions means that We or You
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held 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
England & Wales] [Northern Ireland]

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Clause 17.1 above takes away or
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t, or the relationship between you
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