

TRUE VITALITY

Terms of Business

Services

The services provided (the "Services") shall be those usually provided by a Personal Fitness Trainer and Sports Therapist (the "Trainer") (as reasonably understood in the fitness industry) including some or all of:

- Personal Training
- Fitness Testing
- Programme Design, Objective Setting
- Nutrition Assessment and Advice
- Sports Massage
- Body Massage
- Sports Therapy

Location / Venue

Personal Fitness Training sessions will take place at an appropriate location as previously agreed between the Company and the Client.

Equipment

In the case of Services provided at the Client's home, the Company will provide all necessary equipment and ensure suitability and maintenance of such equipment, especially with regard to client safety.

In the case of Services provided at other agreed locations or venues, the Company will endeavour to ensure all equipment is safe and appropriate for the aim of the session, but will not be responsible for such equipment.

Appointments

Appointments will be made directly with the Clients.

You are responsible for notifying your Trainer if you cancel your scheduled appointment. You may be charged for missed or cancelled appointments as described below:

Cancellation Policy:

- More than 24 hours = no charge.
- Less than 24 hours = full session charge.

Late Arrival:

Your Trainer is only required to wait 15 minutes past the agreed start time. After this time, they may leave and you may be charged the regular session fee (the "Fee"), or forfeit one of your pre-paid appointments. If you arrive less than 15 minutes late, your Trainer is only required to train you for the remainder of the agreed session.

Prices

The Company's Fees are as agreed unless otherwise stated, as set out in the Company's Price List (as varied from time to time).

Payment

You agree to pay the Fee for the agreed Services.

Payment for individual sessions or treatments must be received in full in advance to each session by either cash or cheque.

Payment for a course of five or ten sessions or treatments must be received in full in advance.

Payments relating to Fees for Pre-paid sessions or treatments will only be refunded in exceptional circumstances (at the discretion of the Company). Courses of five or ten sessions are valid for six months from the date of purchase.

Gift Vouchers

True Vitality gift vouchers are available and are redeemable in relation to sessions or treatments covered by Services.

Health, etc

You must complete a Pre-Exercise Screening Questionnaire (the "Questionnaire") to the best of your knowledge before sessions or treatment can begin and you must inform your Trainer immediately if your health status changes. You should also inform your Trainer of any medical conditions not covered by the Questionnaire and must submit to a pre-exercise check with your GP if deemed necessary by your Trainer.

You acknowledge that, for exercise to be effective, it needs to place an increasing level of stress on both the cardiovascular and muscular skeletal systems and that whilst all effort will be made to ensure your safety, the outcome or effects of this exercise can not be guaranteed.

In order for the Trainer to provide you with a varied exercise programme, you may, on occasion, be taken out of the gym environment. You acknowledge that, as with all forms of exercise, there is an element of inherent risk in this.

Confidentiality

The Company attaches the utmost importance to confidentiality. Any information acquired about you during the activities of the Company will, at all times, be treated as highly confidential. It may, in some circumstances, be necessary to disclose certain personal or confidential information about you for medical or insurance purposes.

Liability

Nothing in these terms excludes or limits the Company's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation, or in any other way prohibited by law. Otherwise, in no circumstances shall the Company be liable for any loss (whether direct or indirect).

I have read and understood the attached terms of business and agree to be bound by them.

Client Name :

Signed :

Date :

Personal Trainer Signed :

Date :