



YOUR PERSONAL HEALTH AND FITNESS SOLUTION

WWW.SEANBURGESSFITNESS.COM

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## SEAN BURGESS FITNESS CLIENT TERMS AND CONDITIONS

*In the below Terms and Conditions the terms "personal training instructor", "trainer" and "PT" refer to employees of Sean Burgess Fitness™. The term "PT" may also be used as short hand for "personal training" as well as "personal trainer" dependent on the context of the sentence. The terms "client", "you" and "your" refer to the person or organisation to whom we supply a service to.*

### **1. Personal Trainer's Obligations**

- 1.1.** Your personal training instructor will use their skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.
- 1.2.** Your personal trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals.
- 1.3.** Your trainer will keep all of your personal information strictly private and confidential and not share this with any 3<sup>rd</sup> person unless he has been authorised to by you the client.

*\* It is imperative as a client that you understand the results of any fitness programme cannot be guaranteed by any trainer and may vary from person to person. Your progress and results will be governed by your application and understanding in and outside of your booked training sessions.*

### **2. Client Obligations:**

#### **2.1. Exercise Obligations**

- 2.1.1.** It is agreed between you and your trainer that both parties must fully commit to the prescribed training programme in order for you to achieve maximum results.
- 2.1.2.** To further ensure you achieve your goals you are required to arrive on time for each appointment so that the trainer's full training plan can be completed on each visit.
- 2.1.3.** When possible please arrive a minimum of 10 minutes before the appointment to warm up and be prepared to stay on for a further 10 minutes following the session to cool down and stretch if advised to by your trainer.
- 2.1.4.** As a client you are required to wear appropriate clothing and footwear.  
\*Note that clothing should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate ankle joint support.
- 2.1.5.** When required provide all relevant information relating to your nutrition to help the trainer devise an appropriate eating plan for you.

## **2.2. Medical Obligations**

- 2.2.1. You are required to complete our Physical Activity Readiness Questionnaire ("PAR-Q") or provide evidence of completing a 'PAR-Q' before undertaking your first personal training session.
- 2.2.2. Depending on the listed conditions, injuries or illnesses in your PAR-Q a letter of 'medical clearance' from your GP may be required. Please be aware that your GP might charge you for providing this letter.
- 2.2.3. At all times it is your responsibility to inform your trainer of any current or on-going health conditions or changes to your physical state which might affect your ability to exercise safely with a minimal risk of injury. Your trainer cannot be held liable in any way for undeclared or unknown medical conditions
- 2.2.4. Be prepared to provide further health information from your medical practitioner, if required by your trainer.
- 2.2.5. You acknowledge that there are inherent risks when participating in a programme of strenuous exercise. If you sustain or claim to sustain any injury while participating in training you must understand that the trainer is not responsible, except where the injury was caused by their negligence (carelessness) or intentional act.

## **2.3. Session Cancellation Policy:**

- 2.3.1. Notification of cancelled appointments must be made in excess of 24 hours before your planned start time. Failure to do so will incur a cancellation fee equivalent to the full price of that session and/or the loss of that session from your booked course.
- 2.3.2. Charging for emergency cancellations will be dealt with at the discretion of the trainer.

## **2.4. Re-arranging a Session:**

- 2.4.1. At least 24 hours' notice is required to re-arrange a pre-booked session; this can only be done if the trainer has the availability to accommodate you at another time.
- 2.4.2. If the trainer is unable to re-arrange the session, the appointment would either need to be kept or cancelled.

## **2.5. Lateness Policy:**

- 2.5.1. If you the client are late for a training session the appointment cannot be extended and will end at the pre-stated time.
- 2.5.2. If the trainer is late additional time will be added onto the session (if possible) or to subsequent future sessions.
- 2.5.3. If you the client arrive more than 20 minutes late for a scheduled appointment without giving notice, the trainer may leave the premises and has the right to cancel the appointment and charge the full agreed price still.

## **2.6. Fee Charging Policy:**

- 2.6.1. Payment for each pre-booked session or bulk of sessions must be made at the time of booking or before your session starts via the [www.seanburgessfitness.com](http://www.seanburgessfitness.com) website. \*All appropriate payment links will be sent to you in your 1<sup>st</sup> session confirmation email.
- 2.6.2. Cheques should be made payable to SB Fitness. For bank transfers you will be provided with the required account details on request.

## **2.7. Package Deal Bookings**

- 2.7.1. Failure to provide appropriate notice (24 hours) four or more times during the same 5, 10 or 20 week period, will require you to go to the end of the waiting list on your preferred training times when signing up for additional package deals.

## **2.8. Long Term Absences - Injury, Illness, Pregnancy & Other**

2.8.1. Long term absence will be dealt with fairly and on an individual basis. Sessions can be retained until the time when you are well enough to train again. If you are unable to return to the original or amended version of the training programme after an agreed period of time (6 months or more) the sessions may be transferred to another suitable person or refunded (see section 2.9 below for an overview of our refund policy).

## **2.9. Contract Cancellation & Refunds Policy**

2.9.1. If you decide to cancel your chosen package deal or course of sessions, you will be reimbursed in the following manner:

- A 100% refund of remaining sessions will be granted if a full cancellation takes place within 14 days of purchase.

\*Both reimbursement conditions above will only entitle you the purchaser to either a refund or exchange set to the value of the remaining uncompleted sessions. For example if 2 out of 10 sessions have been completed at the time where a refund has been requested you will only be compensated back for 8 sessions.

## **2.10. Health and Safety**

2.10.1. Your trainer has completed and holds a current certificate for emergency first aid at work which is approved by the Health and Safety Executive. In addition your trainer has public liability insurance covering up-to £2 million pounds in costs.

2.10.2. If your trainer delivers a session on your premises outside of the usual designated SB Fitness training facility you are responsible for providing a safe exercise environment.

## **2.11. General Terms**

2.11.1. It is understood that in the unlikely event of your trainer being unable to deliver all of your booked training sessions you can request a full refund for any unused hours.

2.11.2. The trainer has the right to change these Terms and Conditions; in example, to be able to offer you a new service as required by law. In such a circumstance the trainer will notify you of any change. If such a change is made and you feel dissatisfied you can cancel this agreement once you have made any payments already owing to the trainer.

## **2.12. Intellectual Property**

2.12.1. Any marketing, educational documents or other materials such as resistance and nutrition programmes, passed onto you by the Company (SeanBurgess Fitness) is subject to copyright and must not be passed on without our consent.

2.12.2. All intellectual property that we pass on is for your own personal development and not to copy, publish or reproduce in any form.

## **2.13. Sensitive Information / Filming Rights**

2.13.1. You are responsible for keeping all your contact information and marketing preferences up to date with your trainer. In order to comply with the Data Protection Act 1998, our trainer will only act on what you have given permission for them to do with any personal or sensitive information about you.

2.13.2. In some circumstances the trainer may request to film your training or take pictures for marketing purposes or to aid your fitness development. If you give consent for photography, filming and sound recording which includes you please be aware that this can be used for commercial distribution without payment or copyright being owed back to you.

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

### 3. Liability

- 3.1. This Liability section applies only to the extent permitted by law. For the avoidance of doubt, the trainer and/or company does not exclude or limit any liability for: (a) personal injury (including sickness and death) where such injury results from his/her gross negligence or wilful default, or that of his/her, agents or subcontractors or (b) fraudulent misrepresentation.
- 3.2. The trainer does not accept liability (except as set out below) for any errors and omissions and reserves the right to change information, specifications and descriptions of listed packages and services. The trainer and/or the company will use their reasonable effort to correct errors and omissions as quickly as possible after being notified of them.
- 3.3. The trainer does not accept any liability whatsoever for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the SeanBurgessFitness.com website or physical services purchased from the trainer or company.
- 3.4. The trainer and/or company will only be liable for direct loss up to a maximum total of the price of the sessions and/or services purchased by you the client in respect of any claim.
- 3.5. The trainer and/or company will not be liable for any loss or injury attributable to:
  - i. The client's fault
  - ii. A third party unconnected with the provision and delivery of services provided by the trainer
  - iii. Events which your trainer could have foreseen or forestalled, even if they had taken reasonable care.
- 3.6. The trainer and/or company are not liable for loss or damage to your property or possessions unless the damage was caused by his or hers gross negligence (carelessness) or by an intentional act.
- 3.7. The trainer and/or company are not liable if you ignore their recommendations at any time to seek medical advice.

### 4. Disclaimer

I have read and understood all of the terms and conditions above and agree to comply with them in full.

Client Name /s: \_\_\_\_\_

Signed (Client/s): \_\_\_\_\_

Trainer Name: \_\_\_\_\_

Signed (Trainer) \_\_\_\_\_

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