

Personal Training Terms & Conditions

Introduction / Payments

1. Your agreement is with your Dallington Fitness (the "Club") and its personal trainers (the "Trainer") who deliver your training.
2. These Terms and Conditions form part of your agreement with the Club. You understand that the Trainer is employed and you are entering into a contract with the Club.
3. 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, refund and lateness.
4. This does not affect your statutory rights.
5. All payments must be made at the club's reception prior to any sessions being undertaken.

Trainer's Obligations

1. The Trainer 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.
2. The Trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals.
3. 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").
4. 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.
5. In particular you acknowledge that individual results may vary and no particular result is guaranteed.
6. All Client information will be kept strictly private and confidential.

Your Obligations

1. It is understood between you and your Trainer that both must commit to your training programme 100% in order for you to achieve results.
2. You are required to arrive on time for each Session so that the Trainer's full training plan is achieved on each visit.
3. You are required to wear appropriate clothing and footwear.
4. You are required to complete a Physical Activity Readiness Questionnaire (a "PARQ") before undertaking your first personal training session.
5. Your Trainer may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.
6. 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.
7. If your Trainer requires further medical information from a practitioner, you must provide such details.
8. 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 Club and Trainer are not responsible, except where the injury was caused by his/her gross negligence or intentional act.
9. Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions.

Cancellation and Refunds

1. 24 hours notice of cancellation or postponement is required for all appointments. This can be made directly through your club or directly to the personal trainer.
2. Notice of less than 24 hours will incur full payment of the full Session fee.
3. Once purchased, your Sessions are non-refundable and non transferable.

Lateness Policy

1. If the client is late the Session cannot be extended and will end at the appointed time.
2. If the Trainer is late additional time will be added to the Session or to subsequent Sessions.

Expiry / Extensions / Refunds

1. All Personal Training Packs have a 90 day expiry, after which time any unused sessions will be lost and no refund will be made. This is to ensure we deliver all your required sessions to achieve your goals.
2. You may extend Personal Training Packs for between one month and 12 full calendar months for the following reasons only. Pregnancy, serious illness, serious injury, redundancy.
3. To extend your Personal expiry date you must contact the club or PT; we may ask you to provide proof of pregnancy, illness, injury or redundancy.
4. If you leave the club for any reason, you will not be entitled to a refund.
5. If your Personal Trainer leaves the club, no refund will be given and you will be assigned an appropriate trainer by the club.
6. Any other refunds are at the discretion of the clubs General Manger.

Health and Safety

1. Your Trainer has completed and holds a current certificate for emergency first aid at work approved by the Health and Safety Executive.
2. Your Trainer is covered by the clubs £5 million public liability insurance cover.

General

1. The Club has the right to change these Terms and Conditions, for example, to be able to offer new services or as required by law. The Club or Trainer will notify you of any change.
2. When such a change(s) is made, if dissatisfied you can cancel this agreement once you have made any payments already due to the Club.
3. You are responsible for keeping all your contact information and marketing preferences up to date with the Club. In order to comply with the Data Protection Act 1998, the Club and 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.
4. 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.