

Suzy Wills Personal Training



Client / Trainer Agreement Contract

Definitions

- **Suzy Wills PT** - The managing partnership company.
- **Trainer** - Suzy Wills or another appropriately qualified personal trainer employed by or acting on behalf of Suzy Wills PT.
- **Client/s** - An individual or pair who have purchased personal training instruction from Suzy Wills PT.
- **Session** - A period of personal training instruction lasting for a maximum of 60 minutes.
- **Property** - The location where personal training Sessions take place.
- **Toddler** - A child aged 3 years or younger who is able to move independently.
- **Baby** - A child who is unable to move independently.

Trainer Obligations

- The Trainer will:
 - Remain fit and motivated to conduct Sessions at all times.
 - Maintain a clean and well kept studio environment in which to conduct Sessions.
 - Maintain appropriate liability insurance.
 - Maintain in date First Aid certificate.
 - Maintain PRS and PPL music licences.
 - Retain Level 3 (L3) Membership of the Register of Exercise Professionals (REPs).
 - Appropriately protect any personal data, information or imagery.
 - Not share or disclose any personal data or information with any organisations or third parties without the express permission of the Client.
 - Give a minimum of 24hrs notice if a Session requires to be cancelled.
 - In very exceptional circumstances, a Session may be cancelled with less than 24hrs notice. In this circumstance, the Session will be rearranged to a mutually agreeable time.
- Products, services, offers or discounts may be recommended by the Trainer for the benefit of Clients. For which, Suzy Wills PT may receive a benefit or recompense. However, the Trainer will ensure that any recommendations are selected with integrity and with the Clients needs first and foremost.

Client Obligations

Contract Terms

- Unless specifically negotiated, the minimum period of training with Suzy Wills PT is 3 months¹.
- A minimum cancellation period of 4 weeks is mandated and must be given in writing or via email² to suzy@suzywills.co.uk.

Payment & Rates

- Sessions must be paid for monthly and in advance of any training sessions taking place.
- Unless previously negotiated, if payment is not received prior to the 7th of the month it may result in the loss of session and any regular reserved slot.
- Personal training rates are subject to change. Any sessions remaining at the time of change will be honoured at the original purchase price.
- At least 4 weeks notice will be given in writing or via email prior to any rate change.
- In the event that a Client is unable to continue training due to exceptional unforeseen circumstances, Sessions may be retained for later use for a period of 90 days.
- After 90 days, any unused Sessions may be forfeit, unless an extension beyond this time is specifically negotiated with the Trainer. Suzy Wills PT can not guarantee a Client's original regular slot will be available upon return to personal training.

¹ Experience and research show that a minimum of 3 months is required for any benefit to be realised, felt or seen.

² In order for the Trainer to manage their financial commitments (mortgage, insurances, food etc).

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- At the discretion of Suzy Wills PT a refund for unused Sessions may be given for exceptional circumstances. Medical evidence may be requested.

Commitment

- Clients acknowledge:
 - In order to achieve the results they desire, hardwork and personal discipline is required.
 - Attendance at programmed Sessions and any additional agreed exercise is necessary.
 - Optimum body change success is as a result of a healthy diet and consuming the recommended amount of calories.
 - Failure to follow a healthy diet may result in a Client not achieving their health and fitness goals and/or put their health at risk.
 - If any or all of the above points are not observed, Suzy Wills PT will not be held responsible for lack of progress.
 - The Trainer may make suggestions to assist diet planning, but this must not be construed as dietary advice. Specific dietary advice can only be given by a dietician.
- Clients are to attend Sessions in appropriate and functional training clothing. Any footwear must be clean and free from mud and dirt. In the event of heavy rain, Clients are advised to arrive in alternate footwear to that in which they intend to train.
- It is the Clients responsibility to attend a Session fit to train and not when ill or under the influence of drugs or alcohol. Should a Client attend a Session not in a fit state to train, the Trainer can refuse to train the Client and the Session may be forfeit.

Cancellation

- Should a Client wish to cancel a Session a minimum of 24 hours notice is required, otherwise it may be forfeit.
- In exceptional circumstances (child sick from school, death of relative), due consideration will be applied.
- Any cancelled Session must be rebooked within the calendar month or within 2 weeks if within the last week of the month.

Lateness

- Clients are responsible for arriving for their Session on time.
- Should a Client arrive late, the Session may not be extended and will only last for the remainder of the hour.
- Should a Client be over 20 minutes late, the Session may be cancelled and forfeit.
- In this circumstance, no refund will be made.

Parking

- In order to conform with planning consent, clients are only to park on the driveway or immediately in front of the Property.
- Should a Client be unable to park on the driveway or immediately in front of the property, they are to remain with their vehicle and park on the driveway once the preceding client has departed.

Training

- Suzy Wills PT or it's Trainers accept no liability for injury, accident or loss of earnings sustained as a result of any Sessions, personal training programmes, or while at the Property.
- Clients must be fit to train and are required to disclose any medical conditions that may affect their fitness to conduct Sessions during the Par-Q process.
- Where complicated and complex medical conditions exist, a 'fit to train' letter may be requested from the Clients GP³.
- The Client acknowledges that they retain positive control of Sessions at all times.

³ The GP may charge a fee for this service for which the Client is responsible.

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- Should a Client experience discomfort or pain at anytime during a Session, the Client is responsible for ceasing the exercise and informing the Trainer.
- The Trainer will seek to modify the exercise in order for the Session to continue, or cease the session. In the latter circumstance, the Session will be considered spent.
- Should the Client not be happy to continue, they are responsible for ceasing the Session. In this circumstance the session will be considered spent.
- Clients may choose to request a Training Programme to cover periods away from Sessions. A £25 fee is payable to cover preparation time.
- Clients acknowledge that when using a Training Programme independently, they must complete a thorough warm up, select weights appropriate to their ability and train in an appropriate space.

Children

- Clients may bring a maximum of one child, aged 3 or younger, to their training session.
- Client parents are solely and completely responsible for the management, safety, and wellbeing of their child.
- The Trainer and Suzy Wills PT accept no liability whatsoever for the management, safety and wellbeing of client's children, and in the event that a child sustains injury through accident or otherwise.
- During Sessions, Toddlers must remain on the wood tiled area of the studio.
- Clients are responsible for ensuring that their child has a suitable activity to engage them for the duration of the Session.
- Any interruption of a Session for the management of children will form part of the Session.
- The Trainer is not and will not be responsible for the management of children during a Session.
- Children are not allowed to play unsupervised in the back garden of the Property, nor are they permitted to use the trampoline.
- While every effort has been made to keep the garden of the Property free of dog waste, Suzy Wills PT accepts no responsibility or liability should a child venture into the back garden and come into contact with dog waste.
- Should a Child cause regular disruption to the detriment of the Session, the Client may be asked not to bring the Child to any future Sessions. In this circumstance, if the Client is then unable to continue with personal training all remaining Sessions will be forfeit.

Emergencies

- The Client will provide an 'Emergency Contact' (EC) or 'In Case of Emergency' (ICE) nomination to be informed in the event of an injury, accident or emergency.
- The Client consents to the Trainer calling the emergency services and an EC or ICE if the situation requires.

Images and Marketing

- To visually measure the effectiveness of training, all Clients will agree to having their image taken.
- Any images taken remain the property of Suzy Wills PT.
- Images may be used for future marketing purposes unless the Client expresses otherwise. To preserve anonymity, client pictures can be cropped to show from the neck and below.
- Clients agree to receiving emails at their nominated address for the purposes of information sharing and marketing. Clients can opt out of emails or unsubscribe at any time.

Health & Safety

- While every effort is taken to ensure that training equipment is clean and hygienic a risk still exists that germs and bacteria could be passed between Clients. Clients acknowledge that they use all studio equipment completely at their own risk.
- Should a Client wish to purchase personal boxing gloves, Suzy Wills PT can recommend items.

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Annual Leave

- Suzy Wills PT ceases training annually for the following periods:
 - 3 weeks in August.
 - 2 weeks over Christmas.
 - 1 week during the Easter holidays.
 - All school half terms unless notified otherwise.
 - All Bank Holidays.
- At least 4 weeks notice will be given of exact dates via email.
- Suzy Wills PT retains the right to take additional leave as required. In this circumstance a minimum of 2 weeks notice will be given via email.

Declaration of Understanding

I fully understand and agree to be bound by and abide by the agreement laid out in the above contract with Suzy Wills Personal Training.

Client Signature:	
Client Name:	
Date:	

Trainer Signature:	
Trainer Name:	S C Wills
Date:	