

Terms and conditions for Total body work / classes
Effective from 1st June 2018

Introduction

- a. Your agreement is with Megan Ronan acting as Mind Over Matter Fitness and Nutrition (the “**Trainer**”) who delivers your training.
- b. These Terms and Conditions form part of your agreement with the Trainer. You understand that the Trainer is self-employed and you are entering into a contract with her alone.
- c. 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 liability and cancellations. This does not affect your statutory rights.

Trainer

- a. Your Trainer is a fully qualified personal trainer and fitness instructor.

Trainer's Obligations

- a. The Trainer will use her skills and knowledge to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.
- b. The Trainer will provide the coaching, supervision, advice and support that you will need to achieve your goals within the group setting.
- c. Unless otherwise stated each group training session/class will last 60 minutes (a “**Session**”).
- d. 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. In particular you acknowledge that individual results may vary and no particular result is guaranteed by your Trainer.
- e. All Client information will be kept strictly private and confidential.
 - a. For further information please refer to the separate data protection policy.

Your Obligations

- a. It is understood between you and your Trainer that both must commit to your training programme 100% in order for you to achieve results.
- b. You are required to arrive on time for each session so that the Trainer’s full training plan is achieved on each visit.
- c. You are required to wear appropriate clothing and footwear.
- d. You are required to complete a Physical Activity Readiness Questionnaire (a “**PARQ**”) before undertaking your first personal training session.
 - a. This is to be updated if your health, address or contact details change.
- e. Your Trainer may require a letter of 'medical clearance' from your GP. Please be aware that your GP may charge for providing this letter.
- f. 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.
- g. If your Trainer requires further medical information from a practitioner, you must provide such details.

- h. 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 Trainer is not responsible, except where the injury was caused by her gross negligence or intentional act.
- i. Your Trainer cannot be held liable in any way for undeclared or unknown medical conditions.

Payment

- a. Payment for Sessions must be made at the time of booking or at the end of the session.
- b. Acceptable forms of payment are: internet bank transfer, cash or cheque paid directly to the Trainer.
- c. Block bookings of sessions must be paid for in advance BUT Sessions do not have to be scheduled at the time of booking.
- d. All Sessions must be used within 1 year of purchase.

Booking on to sessions

- a. You must book on to a group session by 8pm the evening before the session is going to be run.
- b. Ideally you will log into timely to confirm your booking.
 - a. <https://mindovermatterfitnessandnutrition.gettimely.com/book>
- c. If you do not wish to log into the above please either text, phone or email Megan and she will add you to the list.
- d. Do not just turn up to the session without booking on.

Cancellation and Refunds

- a. Cancellation is required for all sessions at least the evening before.
- b. Your place on the sessions cannot be cancelled on the day without incurring payment of the full fee. Taken either as cash, cheque, bank transfer or deduction from your block booking session card.
- c. Cancellations on the day must be text, phoned or emailed through to Megan
 - a. The Timley software will not allow you to cancel the day of (there is an automatic cancellation cut off).
- d. Notice of less than this will incur full payment of the full session fee.
- e. Megan reserves the right to cancel the session if there are less than three people booked.
- f. Once purchased, your Sessions are non-refundable and non-transferable.

Lateness Policy

- a. If the client is late the session cannot be extended and will end at the appointed time.
- b. If the Trainer is late additional time will be added to the session or to subsequent sessions.

Health and Safety

- a. Your Trainer has completed and holds a current certificate for emergency first aid at work approved by the Health and Safety Executive.
- b. Your Trainer has £10 million public liability insurance cover.
- c. If your Trainer conducts the sessions on your premises you are responsible for providing a safe exercise environment.

Liability

- a. This Liability section applies only to the extent permitted by law. For the avoidance of doubt, the Trainer 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.
- b. The Trainer and/or Mind Over Matter Fitness and Nutrition (the “**Company**”) does not accept liability (except as set out below) for any errors and omissions and reserve 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 practicable after being notified of them.
- c. The Trainer and the Company do 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 Company’s website or services purchased from the Trainer and/or the Company or any other damage howsoever caused.
- d. The Trainer and/or the Company will only be liable for direct loss up to a maximum total of the price of the sessions and/or services purchased by the Client in respect of any claim.
- e. The Trainer shall not be liable for any loss or injury attributable to:
 - i. the Client’s fault;
 - ii. a third party unconnected with the provision of services provided by your Trainer; or events which your Trainer, nor his/her suppliers or agents could have foreseen or forestalled, even if they had taken reasonable care.
 - iii. The Trainer is not liable for loss or damage to your property.
 - iv. The Trainer is not liable if you ignore his/her recommendation, at any time, to seek medical advice.

Intellectual Property

- a. Any marketing, educational or other materials, including the Company’s programmes and/or any variations thereto and its nutrition services materials, made available to you will at all times remain the property of the Company and is subject to copyright.
- b. You undertake to use such materials only for your own personal development and not to copy, publish or reproduce any such materials.

General

- a. You understand that in the unlikely event of your Trainer being unable to continue your training, for any reason, you can request a full refund from your existing Trainer for any unfulfilled Sessions.
- b. The Trainer has the right to change these Terms and Conditions, for example, to be able to offer new services or as required by law. The Trainer will notify you of any change. When such a change(s) is made, if dissatisfied you can cancel this agreement once you have made any payments already due to the Trainer.
- c. You are responsible for keeping all your contact information and marketing preferences up to date with the Trainer. In order to comply with the Data Protection Act 1998, to be replaced by the general data protection regulation (GDPR) come into effect on 25 May 2018.
- d. The 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.
- e. This agreement is governed by the laws of England and Wales and is subject to the jurisdiction of the English courts.

I agree to the terms and conditions set out above.

Signed (Client) _____ Date _____

Printed (Client) _____

Signed (Trainer) _____ Date _____

Printed (Trainer) _____