

Terms and Conditions of Personal Training



HEALTH & FITNESS COACHING

PERSONAL TRAINING CLIENT CONTRACT

Client Details

Full Name: (Client)

Date of Birth: Gender (Circle) Male / Female

Address:

Email Address: Phone Number:

Emergency Contact

Name:

Phone Number: Relationship:

Service Information

Package/Membership:

Amount: Start Date:

Client Declaration

I, (print name) _____, hereby agree to the terms and conditions of SuckerPunch Fitness as set out in this document. Being aware of my own health and physical condition and having knowledge that my participation in any exercise program may be injurious to my health and involves a degree of risk, am voluntarily participating in physical activity with SuckerPunch Fitness. Having such knowledge, I hereby release SuckerPunch Fitness, their representatives, agents, and successors from liability for accidental injury or illness, which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate in said program. I agree to disclose any physical limitations, disabilities, ailments, or impairments, which may affect my ability to participate in said fitness program.

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I hereby **do/do not** [delete which does not apply] consent to SuckerPunch Fitness taking my photograph or a video recording in the course of training sessions and using my image in its promotional material in any form or media.

Signed:

Dated:

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1. General Information

- 1.1. Session packages are only valid at the Move It PT facility.
- 1.2. The agreement between the Client and Sucker Punch Fitness is made up this contract and the questionnaire completed by the Client before commencement of their first session in accordance with clause 5.3.
- 1.3. It is the responsibility of the Client to do all that is necessary to fully understand the terms of this agreement, this may involve seeking professional legal advice.
- 1.4. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
- 1.5. Any change to this agreement must be recorded in writing and signed by both the Client and a director of SuckerPunch Fitness.

2. Terms and Conditions

The term of this Agreement is for the length of the session purchased by the Client. If the Client purchases another session within 3 months of their previous session then the same terms and conditions will apply without the need for a new agreement to be signed and dated.

3. Fees

- 3.1. Fees applicable at the time of joining SuckerPunch Fitness are as set out on suckerpunchfitness.com.au.
- 3.2. If during the term of the Client's package SuckerPunch Fitness changes the fee payable for Personal Training, that change will only apply to the Client, if the Client enters into a new package at the end of their current package. No change will occur to fees during the package.

4. Personal Training Packages and Sessions

What to expect from your training session

- 4.1. Trainers will utilise their skills, knowledge and experience in preparation and the conducting of training sessions in a way that will take into account Clients personal goals, fitness level, ability and preferences as well as any injuries or potential limitations on training as identified by the Client in their Questionnaire and as advised by the Client from time to time.
- 4.2. The role of the trainer is to provide coaching, supervision, advice and support that the Client may need to help them in performing exercises correctly and safely in efforts to progress and achieve their goals.
- 4.3. Trainers will prepare a structured workout plan or training program for the Client based on the information gathered from the Questionnaire and 'Assessment Process' to be undertaken at the initial stages of the Clients training at SuckerPunch Fitness.
- 4.4. Additional Training programs may be emailed to the Client to the nominated email address below as requested for the Clients own personal records.
- 4.5. Nutritional guidance and advice will be made available to the client as arranged and agreed between the Client and Trainer. SuckerPunch Fitness and its Trainers are not registered or accredited practicing dietitian(s) or Exercise Physiologist(s) accordingly any nutrition advice should be taken as general advice and guidance, which is not intended to be in replacement of any professional or medical advice provided to the Client.
- 4.6. All personal information of the Client will be kept private and confidential and is the subject of SuckerPunch Fitness' privacy policy – however in instances relating to genuine health concerns pertaining to the Client, the

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Client, by agreeing to these terms and conditions, consents to the Trainer disclosing Personal Information (as defined in the Privacy Act 1988) to SuckerPunch Fitness officers, employees or agents, or to Allied Health Professions as is strictly necessary to obtain advice, referrals or second-opinions relating to the services provided by SuckerPunch Fitness to the Client.

- 4.7. Client training sessions will be conducted, supervised and coached by Trainers for duration of 30 minutes or 45 minutes, depending on the purchased package, unless otherwise specified or arranged between the Client and responsible Trainer.

5. Client's responsibilities

- 5.1. SuckerPunch Fitness and its Trainers are not medical professionals and do not have the expertise to diagnose medical conditions or impairments.
- 5.2. Trainers may recommend that clearance of advice from a doctor or medical professional be sought, however Clients are responsible for seeking such clearance or advice prior to undertaking physical activity, nutritional or physical intervention at SuckerPunch Fitness to prevent risk of illness or injury.
- 5.3. The Client is expected to participate in the Assessment Process or any other screening that the Trainer deems relevant or sufficient to clear the Client for training.
- 5.4. The Client agrees to dress appropriately and bring a sweat towel or other reasonably requested equipment or apparel.
- 5.5. The Client is responsible for bringing any medication, or medical equipment that may become necessary throughout physical activity.
- 5.6. The Client is required to arrive on time to each training session so that the full session can be achieved. It may be preferable (if possible) for Clients to arrive early to warm up or to allow time to complete any pre-habilitation, rehabilitation or other assigned exercises.
- 5.7. If the Client elects to take their Training Program out of the SuckerPunch Fitness entity then it will become the responsibility of the Client to keep safe, maintain and accurately monitor details of their training.

6. Initial Documents and Health Screening

- 6.1. All Clients must complete the Questionnaire provided and in doing so provide as much information that may be relevant for our purposes.
- 6.2. Client acknowledges that they are in good health and are able to participate in strenuous exercise routine as prescribed by SuckerPunch Fitness and its employees.
- 6.3. If a Trainer recommends or refers the Client to a third-party practitioner for assessment or treatment it is the Clients responsibility to follow this up and the Trainer is deemed to have done all that is reasonably necessary.
- 6.4. SuckerPunch Fitness, including any of the Trainers reserve the right to refuse service to the Client if they reasonably believe refusal is appropriate given the information available to them. This refusal will be communicated to the Client as soon as it becomes apparent to a Trainer or other SuckerPunch Fitness representative and may invoke the 'Late Cancellation' policy (set out in clause 7) depending on the circumstances and reasons for the refusal.

7. Cancellations, Rescheduling or Lateness

- 7.1. A Client must provide not less than 24 hour's notice to cancel a pre-booked or scheduled session with a Trainer for no charge or cancellation fee to be incurred by the Client.

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7.2. Cancellation must be made either:

7.2.1. in person at the SuckerPunch Fitness facility with the relevant Trainer or administration personnel or,

7.2.2. in writing via electronic communication, being either email or text message.

(Cancellation).

7.3. If a Cancellation is made less than 24 hours before the session is to be held, it will be deemed a 'Late Cancellation' and the Client must pay for the cancelled session (**Late Cancellation Charge**).

7.4. Any Late Cancellation Charge will be communicated to the Client on the first instance as a courtesy and reminder of the Cancellation Policy in force. Thereafter SuckerPunch Fitness is not under any obligation to notify the Client of the Late Cancellation Charge.

7.5. Trainers have discretion as to whether to impose the Late Cancellation Charge, this determination is made on the circumstances under which the Client wishes to make the cancellation and any other factors the Trainer deems relevant.

7.6. Rescheduling of sessions must be completed outside the 24 hour notice period described above to avoid incurring the Late Cancellation Charge.

7.7. Clients may be requested by their Trainer to reschedule or vary session times to accommodate other clients or other extraneous circumstances that may arise. In such instances we appreciate Client co-operation and are willing to reciprocate as reasonable.

7.8. If for any reason the Trainer is unable to attend the session the Trainer or any other SuckerPunch Fitness personnel will notify the Client as soon as practicable, and endeavour to either:

7.8.1. arrange another Trainer to conduct the Client session; or

7.8.2. reschedule the session to another time that suits both parties.

7.9. In arranging another Trainer to conduct a Client session in an event of their absence or unavailability for whatever reason, this will first be communicated with the affected Client and confirmation be sought that this is acceptable to them.

7.10. If a Client is late to their scheduled session time, no extension of time is to be provided by the Trainer, and the session will accordingly end at the allotted time.

7.11. If the client arrives more than 20 minutes late for a scheduled appointment, the trainer may leave the premises and the appointment may be forfeited.

7.12. If the trainer is late to the Client scheduled session time, additional time will be added to the session to ensure the minimum duration is met.

7.13. If at any time throughout training with SuckerPunch Fitness the Client feels uncomfortable performing a movement, has or is concerned with risking injury, is not otherwise satisfied with the performance of their Trainer it is the responsibility of the Client to bring this to the attention of their Trainer or the Studio Manager immediately.

8. Notice of Change of Health/ Trainer's Right to Cancel the Session

The Client is responsible to notify SuckerPunch Fitness and its employees of ANY change in the health and fitness within 24 hours prior to the scheduled training session. Failure to do so and in circumstances in which the client is unwell, deemed unfit to participate in the physical activities or be a health or safety risk to SuckerPunch Fitness employees or other clients/members, SuckerPunch Fitness reserve the right to cancel the session without refund.

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9. Freeze

- 9.1. **Client holidays and absences:** SuckerPunch Fitness requires 7 days advance notice be given of any training absence of more than 14 days.
- 9.2. **Trainer holidays and absences:** The Client's trainer will provide the Client with at least 14 days notice for any prolonged trainer absences. The Client's trainer will discuss alternative personal training arrangements with the Client.
- 9.3. **Medical freeze option:** If the Client becomes ill or injured and has been advised by his/her doctor to temporarily discontinue training, the Client may freeze any remaining sessions for a period up to 3 months.

10. Termination

- 10.1. SuckerPunch Fitness requires 2 weeks written notification for termination of contracts.
- 10.2. The Client is entitled to terminate and receive a refund of the balance of their fee upon submission of a medical certificate by a practicing medical professional who advises against the client's participation in any and ALL fitness coaching services provided by SuckerPunch Fitness and available to the client.
- 10.3. If the Client cancels within the first 2 weeks – 75% refund of remaining sessions.
- 10.4. If the Client cancels between 3-4 weeks – 50% refund of remaining sessions.
- 10.5. If the Client cancels between 5-6 weeks – 25% refund of remaining sessions.
- 10.6. Cancellations after 7 weeks (42 days from initial session) will not be entitled to a refund of the remaining sessions.
- 10.7. The Client acknowledges and agrees that it is fair and reasonable of SuckerPunch Fitness to retain a portion of the costs paid by the Client for the cancelled sessions as SuckerPunch Fitness has obligations to its Trainers despite the cancellation of sessions and incurs administration costs arising from the termination. The Client also acknowledges and agrees that the retained amounts are a reasonable pre-estimate by SuckerPunch Fitness of the value of those obligations and administration costs.

11. Relocation

The Client will be notified in writing in the event that SuckerPunch Fitness requires to relocate to another gym/premises. The Client agrees to continue training with/at SuckerPunch Fitness during and after relocation unless the new location is more than 10km radius from the existing premises.

12. Payment

- 12.1. The client agrees to pay all training fees in advance and full prior to the first training session with SuckerPunch Fitness and/or its employees unless otherwise is stated in the contract.
- 12.2. Accepted methods of payment are Cash, Electronic Bank Transfer or Credit Card payment, which attracts 2.2% merchant fee.
- 12.3. Receipts will not be provided unless expressly requested by the Client, and it is the Clients' responsibility to record any Cash payments they make with a Trainer to ensure it is appropriately recorded.
- 12.4. For any Direct Debit payments arranged between the Client and SuckerPunch Fitness, the Client is presumed to have read and agreed to the Direct Debit Request Agreement document for the terms and conditions as they relate to such arrangements.
- 12.5. Session packages of ten (10) sessions or less than, must be redeemed within six (6) months of the purchase date, all other session packages must be redeemed within one (1) year of the purchase date.

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13. Waiver

- 13.1. Training by SuckerPunch Fitness will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. The Client voluntarily agrees to participate in these activities and to assume all risk of personal injury, death and property damage resulting from such activities, use of equipment, machinery or public or private facilities.
- 13.2. The Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge SuckerPunch Fitness, its agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of the Agreement, including without limitation injury or loss resulting from Client's engagement in the sessions or use of any equipment or facilities that break or malfunction.
- 13.3. SuckerPunch Fitness expressly notes that results will differ for clients based upon various factors including without limitation, body type, nutrition and level of existing fitness and SuckerPunch does not make any representations or guarantees that the results sought by the Client will be achieved or are possible.