

Terms of Use/Privacy

You are advised to read (and are responsible for reading) all information set out in these terms and conditions fully.

The Trainer's Obligations:

The trainer will use their skills and knowledge to design a safe programme of exercise to achieve the client's goals, This will take into account: the client's age, health, lifestyle, background, occupation, fitness levels, likes and dislikes related to exercise and personality. The Trainer will endeavour to educate, motivate and inspire the Client to reach these goals. The trainer will provide the coaching, supervision, advice and support that the client will need to help them achieve their goals during each session.

Health Screening:

All clients must complete a PAR-Q before commencing any exercise programme. Your trainer may require a letter of 'medical clearance' from your GP depending on your health status.

(Please be aware that your GP may charge for providing this letter)

Your trainer cannot be held liable in any way for undeclared or unknown medical conditions.

Exercise Consent:

While we take every care to ensure reasonable care and skills when providing our services. You The Client, hereby expressly and affirmatively state that you wish to participate in exercise, strength and movement programmes. You The Client realise that your participation in this activity involves risks of injury, including and even the possibility of death.

You The Client also recognise that there are many other risk of injury, including serious disabling injuries, which may arise due to your participation in any activity and that it is not possible to specifically list each and every individual injury risk. However, knowing the material risks and appreciating knowing and reasonably anticipating that other injuries and are a possibility, You The Client hereby expressly assume all of the delineated risk of injury, all other possible risks of injury which could occur by reason, you the clients participation. You have had an opportunity to ask questions. Any questions which You The Client have asked have been answered to your complete satisfaction.

You The Client subjectively understand the risk of your participation in this activity, and knowing and appreciating these risks You The Client voluntarily choose to participate, assuming all risk of your participation.

Health Liability Notice:

The service and the information offered is intended to help you the client to become better informed consumers of health and fitness care. It is presented as holistic/general advice on health and fitness. We will not be held liable for any missing information or for recommendations we provide to you, we will never intentionally provide you with information/recommendations without your Gp's consent or your prior consent. (Always consult your doctor for your own individual needs.)

Before beginning any new exercise programme, You The Client must fill in the Pre-Exercise Health Form provided as a PDF on our website prior to any participation. It is also strongly recommended that you seek medical advice from your personal doctor/physician.

This is not intended to be a substitute for any medical advice of that of a licensed physician. The client should consult with their doctor in any matters relating to his/her personal health.

Lateness Policy:

If your trainer misses your session without at least 24 hour's notice you will be credited with an additional session on top of the missed session. To lead by example and give 100% commitment. To be completely honest if goals are unattainable.

The Client's Obligations:

Be on time so that a full session can be achieved on each visit. Arrive 5 minutes early to warm up and stay 5 minutes after to cool down and stretch. The client is required to wear appropriate clothing and footwear. Clothes should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate support. Commit to the programme 100% in order to achieve results. Provide all information needed to achieve goals eg. Food diary, If the trainer requires, provide further medical information from a practitioner.

Session Cancellation Policy :

24 hours notice of cancellation is required for all appointments. Notice of less than 24 hours will incur a full payment of the session fee.

Re-arranging a Session :

At least 24 hrs notice is required to re-arrange a session; this can only be done if the trainer has the availability you need. If the trainer is unavailable to re-arrange, the session would either need to be kept or be forfeited.

Special Offers/Rates :

Any offers that are purchased/agreed on may be done orally or written between your trainer and you the client. Offers that are based on a limited time or exclusively must be redeemed within the agreed terms 30 days or 4 weeks. If for any reason you the client fails to use the special offer/rate given from the original agreement the remaining sessions will be forfeited.

Assessments/Privacy :

Occasionally we may use assessment photos/information for results based evidence on our website and or our facebook fan page. This will be kept private and confidential unless you the client has given direct permission, (we respect your privacy.)

Lateness Policy :

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

Fee Charging Policy :

The minimum number of sessions that can be purchased is one session per week and must be redeemed within a time period of 30 days or 4-weeks. Payment for these sessions must be made 24hrs before your session starts.

All Single sessions or packages of 6-10-11-16-21-and 31 must be redeemed within 120 days of purchase. After this time will not be entitled to a refund.

Other :

Failure to give proper notice (24 hours notice) Three or more times during the same 12 week period, will require you to go to the end of the waiting list when signing up for additional packages.

Long Term Absences :

Injury, Illness, Pregnancy & Other will be dealt with fairly and on an individual basis. Sessions can be used when you are well and able to do so again. If you are unable to return to the original or an amended version of the training programme after an agreed period of time (6 months or more) will not be entitled to a refund. Please note that the sessions may be transferred to another suitable person within this time if you are not able to continue for any reason. (see below for refund policy)

Contract Cancellation & Refunds Policy :

If you decide to cancel your chosen package, you will be refunded in the following manner:
Any Session Packages If you cancel within the first 2 weeks – 75% refund of remaining sessions. If you cancel between 3-4 weeks – 50% refund of remaining sessions. If you cancel between 5-6 weeks – 25% refund of remaining sessions. Cancellations after 7 weeks (42 days from initial session) will not be entitled to a refund.

Coach Emmanuel Duarte

www.peakbodycoaching.com

(Please sign and date before commencing your first session with your trainer.)

Your Full Name

Your Signature

Date