



## Terms and Conditions

When you book any session with **Arriba Fitness**, it is deemed that you have read and accepted the following terms and conditions.

### Medical

- We are not medical practitioners or registered dieticians. We strongly recommend that prior to commencing any diet or exercise regime that you consult a medical practitioner and/or registered dietician first.
- We have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise or diet on a medical condition.
- You acknowledge that when participating in any exercise or exercise program that there is the possibility of physical injury.

### The Trainer's Obligations

The Trainer will use their skills and knowledge to the best of their ability to design a safe programme of exercise that will take into account your lifestyle, personal goals, fitness levels and medical history.

- The Trainer will aim to provide the coaching, supervision, advice and support that you will need to achieve your goals.
- You are aware that at no point in time is The Trainer prescribing anything, that all information provided by The Trainer is advice and that it is at your own risk and discretion with which you follow the advice given.
- Each personal training session will last 60 minutes (a "Session"). A bootcamp will last 45 minutes.
- 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.
- All Client information is strictly confidential and will only be seen by The Trainer unless you have given permission for your information to be shared.

## **The Client's (Your) Obligations**

You are required to complete the Health Questionnaire and Waiver before starting your first Session.

- You agree to disclose to The Trainer any medical conditions, health concerns, allergies and/or previous injuries which may impact your safety when training or your ability to train effectively.
- You agree to inform The Trainer of any changes in medical conditions, injuries or health status as and when they occur.
- The Trainer cannot be held liable in any way for any undisclosed information or any unknown medical conditions.
- Based on the information you supply in the Health Questionnaire, The Trainer may require you to visit your doctor to obtain a "Medical Clearance".
- You must be committed 100% to your training and nutrition programmes in order that results can be achieved.
- In order for The Trainer to complete the training plan, you are required to arrive on time and be ready to train at the specified Session time.

## **Payment**

- Payment for bookings must be made upfront and in full at the time of booking.
- Payment can be made by cash or bank transfer.
- All sessions need to be paid for in advance but block bookings do not need to be scheduled in advance.

## **Bookings, Cancellation and Refunds**

- Once purchased, your Sessions are non-refundable and non-transferable.
- Personal Training block bookings, the trainer will provide dates for your sessions in advance.
- Bootcamps must be booked at least 2 days in advance.
- Cancellation of a personal training session must be made no less than 24 hours before a session (except emergencies), or the session will be charged for. In the case of an emergency, the session will be re-scheduled.
- If the trainer cancels a session, this will be re-scheduled.

## Lateness Policy

- **Client:** If the client is late, the Session cannot be extended and will end at the appointed time.
- **Trainer:** If the Trainer is late additional time will be added to the Session or to subsequent Sessions.
- **Bootcamps** – please arrive 5 minutes earlier to ensure the session can start on time.

## Health and Safety

- Your Trainer has completed and holds a current certificate for Emergency First Aid at work approved by the Health and Safety Executive.
- Your Trainer has public liability insurance cover.
- If The Trainer conducts the Sessions on your premises you are responsible for providing a safe training environment.
- You are required to wear appropriate clothes and footwear whilst training.

## Liability

- The Trainer shall not be liable for any loss or injury attributable to:
  - a. the Client's fault
  - b. a third party unconnected with the provision of services provided by The Trainer.
- The Trainer is not liable for loss or damage to your property.
- The Trainer is not liable if you ignore recommendations to seek medical advice.

## Intellectual Property

- All Nutrition and Training Plans made available to you remain the property of the company and are subject to copyright.
- The Client agrees to use these materials for his/her own personal development only and will not copy, publish, reproduce or distribute any such materials.

## General

- 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 changes. When such a change(s) is/are made, if dissatisfied you can cancel this agreement once you have made any payments already due to The Trainer.
- You are responsible for keeping all of your contact information and marketing preferences up to date with The Trainer. In order to comply with the Data Protection Act 1998, 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.
- Your training may be **filmed** or **pictures taken** for learning and/or 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 or copyright.

*This agreement is governed by the laws of England and Wales and is subject to the jurisdiction of the English courts.*