

SERVICES AGREEMENT

(TRADING AS: FUTURE-HEALTH)

PERSONAL TRAINING SERVICES

I am Tracey Mitchell and I will be providing the Services under this Agreement. I am trading under the name of FUTURE-HEALTH.

Please find below my terms and conditions for the provision of personal services. Please read the terms and conditions carefully before signing. If you have any questions about this document, please let me know.

Please keep a copy of this document safe for future reference.

MY CONTACT DETAILS

If you have any questions or need to communicate with me about this Agreement, I can be contacted as follows:

Trading address:

**82 Cokeham Lane
Sompting
West Sussex
BN15 9SJ**

Telephone: 07840429301

Email: tracey@future-health.uk

1. TERMINOLOGY

(1.1). I (Tracey Mitchell) am the first party to this Agreement. I will refer to myself as 'I', 'me' or 'my' throughout the Agreement.

(1.2). You are the other party to the Agreement. Reference to 'you' or 'your' will therefore mean any person who purchases the Services as a client.

(1.3). Both of the parties to this agreement will be collectively referred to as 'we', 'our' and 'us'.

(1.4). This document will constitute a contractual agreement and we will both be bound by it. I will refer to the terms and conditions in the document (and the attached schedules) as the Agreement.

(1.5). The Services shall mean the personal training services provided by me in accordance with this Agreement (as defined in **Section 2**).

2. THE SERVICES

(2.1). The Services which I will provide will be focused on the following disciplines and areas of expertise:

(a). WEIGHT TRAINING

(b). NUTRITION COACH

(2.2). The Services which I will perform will be the provision of personal training sessions within the following disciplines and areas of expertise. In particular, this will include:

Group weight training classes, online, live or available for replay.
Nutrition coaching following calorie counting and macro-nutrients

3. BOOKING AND START DATE

(3.1). I will perform the Services for you on the dates and times agreed between us, in accordance with my available working times which are generally:

Mon - Fri -07:00 - 20:00
Sat -08:00 - 12:00

(3.2). You can request to book my Services via: WEBSITE.

(3.3). I will accept your booking by: EMAIL.

(3.4). I may contact you to say that I cannot accept your request, for example where I do not have availability.

(3.5). Once you receive my acceptance of your booking, the Agreement will commence and will be in force (**the Start Day**).

(3.6). You must also provide me with your completed **PAR-Q** (Physical Activity Readiness Questionnaire) before I can provide the Services to you.

(3.7). The health information which you provide will assist me in ensuring that I tailor the services to your ability. I am not medically qualified to express a medical view regarding your fitness to engage in any training or activities set by me.

(3.8). There might be times when I cannot perform Services by events outside of my control. In those circumstances, I will inform you as soon as is reasonably practicable and will ensure that you are reimbursed for any of the Services which we cannot rearrange.

4. MY QUALIFICATIONS AND STANDARDS OF THE SERVICES

(4.1). I hold the following qualifications:

VTCT Level 2 Gym Instructor.
VTCT Level 3 Personal Trainer.
VTCT Level 3 Designing and Planning Activity Programmes for Antenatal and Postnatal Clients.
VTCT Level 3 Exercise Referral.
Level 3 Nutrition and Weight Management.
Level 3 Exercise Programming and Coaching.

(4.2). I will conduct the Services on the days and times that we have agreed and in accordance with the specific Services you have chosen to instruct me to perform.

(4.3). I will conduct the Services to the standards with reasonable care and skill.

(4.4). I will conduct the Services in accordance with the requirements of this Agreement.

(4.5). In the event that you are dissatisfied with the Services in any way, please do not hesitate to discuss this with me using the contact details listed above.

5. PAYMENT TERMS

(5.1). I charge you for the Services as follows:

Prices are based on monthly subscriptions for workouts and set price for the 6 week nutrition program.

(5.2). Payment can be made:

By Bank Transfer or Direct Debit
NatWest
SORT 01-01-23
A/C 16165543

(5.3). I may increase my fees from time to time. I will notify you of any changes to my fees and these will apply to any new bookings made after the relevant increase.

(5.4). In the event that any payment becomes overdue by more than 7 calendar days, I may cancel your future bookings for the Services.

6. CANCELLATION AND TERMINATION RIGHTS

Cooling-off Period

(6.1). To exercise the right to cancel, you must inform me of your decision to cancel the Agreement by a clear statement (e.g a letter sent by post or email). You can use the attached example Cancellation Form (but it is not obligatory).

After the Cooling-Off Period/No Cooling-Off Period

(6.2). If there are any Services scheduled to take place after the date of termination and you have paid for those Services, I will reimburse you for those services; and

(6.3). If there are any amounts outstanding for the Services I have provided prior to termination, you must pay those fees.

7. YOUR RESPONSIBILITIES

(7.1). You must be over 18 in order to engage my Services.

(7.2). You must ensure that you provide accurate information about your health and fitness to me at the outset of the Services.

(7.3). You warrant and agree that you are fit and well enough to engage in the Services.

(7.4). You must ensure that you keep me updated in respect of any information relating to your health and fitness once I have commenced performing the Services.

(7.5). You must ensure that you comply with all rules and instructions that are provided to you during the provision of the Services.

(7.6). You must behave in a responsible and safe manner at all times during the provision of the Services and whilst carrying out your fitness training.

8. EQUIPMENT

(8.1). There may be occasions when you will require certain equipment for your training and fitness.

(8.2). You must obtain all necessary equipment required for the Services. For example, this could include items such as:

Studio Barbell
Exercise Mat

(8.3). You will be responsible for your personal equipment. You must ensure that you use the equipment safely and responsibly.

9. LIABILITY

(9.1). I will compensate you for any loss or damage (other than personal injury or death) where this is due to a negligent act or omission by me. I will not compensate you for such loss or damage where this is your fault or the third of any third party.

(9.2). I will compensate you for any personal injury should I fail to conduct my duties in accordance with the standards required by law but I shall not be liable for any personal injury or death to you where this is:

(a). your fault; or

(b). the fault of any third party; or

(c). not reasonably foreseeable by me even if I had taken all reasonable care.

(9.3). My total liability to you under this Agreement (howsoever incurred) will not exceed **£1,000 (one thousand pounds)**.

10. YOUR PERSONAL INFORMATION

(10.1). In order to provide the Services to you, I will need to process your personal information.

(10.2). I will only process personal information in accordance with applicable data protection laws.

11. GOVERNING LAW AND JURISDICTION

The laws of England and Wales apply to this Agreement. Any disputes in relation to this Agreement shall be subject to the exclusive jurisdiction of England and Wales.

12. THIRD-PARTY RIGHTS

No one other than a party to this Agreement has any right to enforce a term of this contract or bring proceedings in relation to it.

13. SIGNATURES

(13.1). My signature

SIGNED:

 T A Mitchell

 04/02/2024

CANCELLATION FORM

TO: _____ (FUTURE-HEALTH).

**OF: 82 Cokeham Lane
Sompting
West Sussex
BN15 9SJ**

EMAIL: tracey@future-health.uk

I hereby give notice that I cancel my contract for the supply of the personal training services which I ordered on _____ (REQUEST DATE) and which you agreed to supply on _____ (START DATE).

MY NAME:

MY ADDRESS:

SIGNATURE (where provided on paper):

DATE:
