

Total Care Personal Training Ltd ("TCPT")
Unit 8, 222 London Road, St Albans, AL1 1PN
Contact no: 01727 568 220, email: info@tcpt.co.uk

Please read carefully. You are asked to pay special attention to the provisions related to clause 7 (Cancellations & rescheduling) and clause 11 (Liability). This does not affect your statutory rights.

GENERAL TERMS & CONDITIONS

1. Definitions

"Coach" means the person assigned by TCPT to provide fitness and training services to You.

"Programme" means the training programme agreed between You and TCPT [details of which are shared with you by your coach and are changed at their discretion].

"Website" means the TCPT website which can be found at www.tcpt.co.uk.

"You", "Your" means the client of TCPT who agrees to purchase a Programme

2. TCPT obligations

TCPT will utilise professional staff with skills and knowledge to design a safe Programme of exercise where Your personal goals, fitness levels and likes and dislikes related to exercise will be taken into account.

TCPT will provide the appropriate coaching, supervision, advice and support that You may need to help You achieve Your goals.

When a Coach cannot coach You for any reason TCPT will arrange for another Coach to be provided. Should this not be practicable for any reason or Your session needs to be cancelled by TCPT for any reason, a new session will be scheduled with You.

3. Your obligations

You should dress and behave appropriately for a professional fitness studio environment. No outdoor trainers will be allowed in the studio, please could you bring a suitable pair of clean indoor flat soled plimsoles or converse type shoes. It is recommended that you bring a water bottle (NO GLASS BOTTLES) to every session, we will provide you with one. If lost it will be your responsibility to provide another. Shower facilities and towels are also provided for Your use.

4. Term & Acceptance

All our services and programmes will be for the term agreed upon by You and TCPT. After your initial Programme you can choose to carry on with the Programme on a monthly recurring basis. TCPT can only help a limited amount of clients each month so your place on our Programme can only be reserved when payment is made in full.

5. Fees & payment

Fees shall be paid by You on a monthly pre-pay basis. TCPT will issue an invoice to You upon booking of Your first session. Payments shall be made by You on a monthly basis on a set date each month. All payments must be paid electronically by card or cash and all Fees shall be paid in GBP Sterling.

TCPT shall be entitled to cease to provide any Programme where Fees are unpaid or outstanding. Where Fees paid by card or Direct Debit are reclaimed from TCPT then You shall remain liable to TCPT for such Fees.

Electronic Direct Debit payments will be made through GO-CARDLESS their T&C's can be found here <https://gocardless.com/legal>. Your payments are protected by the Direct Debit guarantee.

6. Direct Debit Guarantee

The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of Your Direct Debit GoCardless will notify You (normally 3 working days) in advance of Your account being debited or as otherwise agreed. If You request GoCardless to collect a payment, confirmation of the amount and date will be given to You at the time of the request. If an error is made in the payment of your Direct Debit, by GoCardless or Your bank or building society, You are entitled to a full and immediate refund of the amount paid from Your bank or building society. If You receive a refund You are not entitled to, You must pay it back when GoCardless asks You to. You can cancel a Direct Debit at any time by simply

contacting Your bank or building society. Written confirmation may be required. Please also notify GoCardless.

7. Cancellations and rearrangements

If You wish to cancel a one-off session or rearrange a session that is part of a Programme then You must inform TCPT at least 24 hours in advance of the scheduled sessions, not including any weekends or bank holidays. For example, a Monday session can be validly cancelled or rearranged on the preceding Friday.

Sessions cancelled less than 24 hours in advance will be deducted from Your scheduled amount of sessions remaining. Cancellations should be made by calling the studio directly at 01727 568 220. The cancellation policy will be adhered to in all cases when You are unable to attend a session, including illness, work or family commitments.

For cancellation of a 12 month Programme You must give at least 3 months prior written notice. For cancellation of a 6 month Programme You must give at least 2 months prior written notice. For cancellation of a 3 month Programme You must give at least 1 month prior written notice. All notice periods can be waived or reduced at the sole discretion of TCPT.

TCPT understand there is a need for a degree of flexibility and roll-over to allow You to complete purchased sessions but all rearranged sessions must be rescheduled and completed within the committed Programme duration due to space and coaching capacity limitations.

8. Late Arrivals

Sessions shall be approximately 45-55 minutes in length (depending on Your selected Programme) and shall start at the scheduled time. Sessions will not be extended due to your lateness or due to any interruption caused by You. Any Client who has not arrived within 20 minutes after the scheduled start time shall be deemed to have cancelled and will be charged for that entire session.

9. Transferability

The agreement between TCPT and You is personal to those parties. You may not sell, assign or transfer Your rights or any purchased Programme (or part of) to any other person without TCPT's prior written permission.

10. Refunds

Any refund due from TCPT to You will be paid within 14 days of being agreed by TCPT.

11. Liabilities

You must complete a PAR-Q before commencing any exercise Programme and You confirm that You are in good physical condition and that You are capable of engaging in active or passive exercise and that such exercise would not be detrimental to Your health safety or physical comfort.

TCPT rely You providing disclosing relevant information accurately and in sufficient detail for TCPT to assess any risks to your health and TCPT cannot be held liable in any way for inaccurately disclosed, partially disclosed, undeclared or unknown information or medical conditions.

This Liability section applies to the maximum extent permitted by law. TCPT excludes all liability for death, injury or damage caused by You carrying out exercises incorrectly, contrary to the instructions or advice of the health professional or carried out without the supervision of a TCPT Coach. You agree to fully release TCPT (as well as any of its owners, employees or independent contractors) from any and all liability, claims and / or litigation actions that You may have for injuries, disability, or death or other damages of any kind including but not limited to punitive damages arising out of participation in TCPT activities including but not limited to the personal training Programmes and the physical activities even if caused by the negligence, international acts or omissions and / or any other type of fault of its owners, employees or other authorised agents including independent contractors. For the avoidance of doubt, TCPT does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from negligence or wilful default by TCPT (As well as any of its owners, employees or independent contractors). TCPT will do its best to correct errors and omissions as quickly as practicable after being notified of them but does not accept for any errors and omissions and reserve the right to change information, specifications and descriptions of listed packages and services.

12. Guarantee

TCPT operates a guaranteed results principle with certain Programmes. Under this guarantee, TCPT will give You a 100% Money Back Guarantee (limited to within 1 calendar month of payment) if you are not progressing towards your goals. This guarantee is subject to You complying with Your obligations and the conditions set out below.

You have a big part to play if you want results, TCPT are here to support You in this and You will be asked to keep exercise & diet logs to prove that You are completing all work necessary to progress towards Your goals. If You do not follow Your coach's advice or do not document Your exercise and nutrition then we will be unable to refund any fees paid and the guarantee will be forfeited.

It is understood between You and Your Coach that both must commit to the Programme 100% in order to achieve results. You are required to arrive on-time and in an appropriate condition for physical exercise for each training session so that a full and robust session can be achieved on each visit.

Conditions of Money Back Guarantee:

- I. Engage in a semi-private or private personal training Programme with TCPT for a MINIMUM of 3 months without a lengthy break (more than 3 weeks);
- II. Engage in a recorded home training Programme of TCPT's design which will be appropriate to achieve Your goals;
- III. Keep a positive outlook and attitude towards Your health and fitness progress;
- IV. Modify Your nutritional habits to those deemed appropriate by Your Coach to achieve your goals;
- V. Full adherence to Programme for the entire course (if You are unable to attend (e.g. due to holiday) then a Programme will be provided for You to follow);
- VI. Keep any exercise and diet journals that TCPT or Your Coach asks You to keep, recording Your exercise and nutrition habits.

13. Confidentiality

All Your personal information (subject to clause 14 (Media Release Disclaimer) below) will be kept strictly private and confidential. If TCPT require further medical information from a practitioner You must provide such details.

14. Media Release Declaration by You

I, do hereby consent and agree that Total Care Personal Training, its employees, or agents have the right to take photographs, videotape, or digital recordings of me during and throughout my participation on any TCPT Programme and to use these in any and all media, now or hereafter known, and exclusively for the purpose of promoting TCPT. I also grant TCPT, its legal representatives, successors, assigns, licensees, advertising agencies, and all persons acting with its permission, the right to use,

re-use, publish, republish, edit and copyright my performance, image, sound or voice recording in: prints, photos, film, video and electronic media, in still, single, multiple, moving or video format exclusively for the purpose of promoting and for instructive educational, staff training, business and business promotional purposes only.

I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I do hereby release to the TCPT, all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies.

I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for my performance, image, sound or voice recording, either for initial or subsequent transmission or playback.

I also understand that the TCPT are not responsible for any expense or liability incurred as a result of my participation in any performance, image, sound or voice recording of myself, including medical expenses due to any sickness or injury incurred as a result.

15. Miscellaneous

TCPT may amend these terms and conditions from time to time, and place the new version on the Website and notify you of such changes either in writing or electronically via the booking system. All new sessions, packages and purchases from TCPT from the date that the amended terms are placed on our website and onwards will be governed by those new terms. These terms and conditions shall apply when you use the Website. They shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) whether oral or in writing. TCPT advises that you print off and keep safe a copy of these terms and conditions. You are advised to read (and are responsible for reading) all information on the Website and contained in these terms and conditions fully. If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms remain. These terms and conditions are subject to the laws and exclusive jurisdiction of England & Wales.