



**1. Personal Details**

Client Name		Alias (If applicable)	
Client Address			
Client Post Code		Client Email	
Client DOB		Client Mobile	
Marketing Preferences	I would like to receive marketing communications from SoFIT PT by  Phone [ ] Email [ ] Mail [ ]	Product Required (i.e 2 per week, 1 per week, joint etc)	

**2. Health Commitment Statement**

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first aid training. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

Agreement	I agree to the Health commitment statement as detailed above  Name _____ Sign _____  Date _____
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**3. Terms and conditions**

I confirm that I have read and agreed to the terms and conditions associated with SoFIT personal training LTD. I also confirm that I understand it has been recommended by SoFIT personal training LTD that I source personal insurance against any loss or injury as a result of the services offered by SoFIT. I agree to not sold SoFIT or any of its Directors or agents at fault for an liability associated with the services.

Client Print Name		Date	
Client Sign			

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**Terms of membership and booking.**

This is an agreement between SoFIT Personal Training Limited, of 168 Fleet Road, Farnborough, GU14 9SL ("the company") incorporated with company number 09514232 and the Client as named above in section 1 "Personal Details."

**Background**

As part of this agreement the "client" wishes to engage the services of the "company" and as such will be bound by the terms of this agreement upon the purchase of any of the services as advertised in writing by the "company."

**Client certification**

The director(s) is/are not a medical professional and is without expertise to diagnose medical conditions or impairments. Client agrees to promptly and fully disclose to Trainer any injury, condition or impairment which may have a deleterious effect on or be impacted by this training program and the Trainer's decision to discontinue training because of any condition which presents an adverse risk or threat to the health or safety of the Client, the Trainer or others shall be conclusive.

Client certifies that:

They are physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; and

They are over the age of eighteen (18); and

They have had a physical examination and been given a physician's permission to participate in this training program; or (ii) decided to participate in this training program without the approval of a physician.

**Term of agreement**

The membership will run until cancellation notice is received by the "client"

All subsequent purchases of services by the "client" have specific expiration dates. It is recommended that they are detailed in "Booking sessions."

The membership includes only the option to purchase services from the "company" and does not include a fee of any kind.

The "company" recommends the "client" hold their own personal insurance when taking part in the services offered by the client and has received medical advice prior to purchasing any services from the "company."

There are no promises, representations, understandings or agreements between the "company" and the "client" other than contained in this Agreement. Any changes must be in writing, signed by both parties. Any changes or deletions by the "client" to any printed portion of this agreement are null and void. This Agreement is personal to the "client". The "client" may not

assign, sell or transfer this Agreement or his/her rights under it to anyone else and any such attempted sale, assignment or transfer will be ineffective and will result in the immediate cancellation of this Agreement without refund.

**Purchase of services**

All members can purchase services from the "company" at any time by contacting this company direct. All services must be paid for in advance of starting the first session.

Once members purchase services from the "company" the sessions cannot be cancelled or refunded.

The services available as follows

- Consultation service.
- Personal Training.
- Sports massage.

**Cancellations**

All sessions will last the full time that they have been advertised as (usually 55 minutes)

Cancellations must be made by either party with at least 12 hours notice. In the event more than 12 hours notice is provided the following terms apply.

In the event the "client" needs to cancel a session an alternative booking within that week shall be offered. If the "parties" are unable to fulfil that session during the same week the session can be carried over to the following week. If the "parties" are unable to fulfil that session the following week the session will be cancelled and no refund will be offered.

In the event the "company" needs to cancel a session an alternative booking within the same week shall be offered. If the "parties" are unable to fulfil that session during the same week the session can be carried over to the following week. If the "parties" are unable to fulfil that session the following week the session will be cancelled and a discount will be provided to the subsequent service being purchased or a refund offered to the value of the session.

In the event the "client" cancels within 12 hours and no alternative session can be found then the session will be cancelled and no refund or alternative session will be offered.

In the event the "company" cancels within 12 hours then a free session will be offered.

The company reserves the right to amend the time of a booking within the same day of the original booking without penalty. Provided the booking can be attended by the "client." In the event the new time cannot be attended then the cancellation term will prevail.

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**Booking Sessions**

When booking advertised services all payments must be paid in advance of the first session at the advertised rates.

Each session shall consist of a scheduled appointment based on a fifty-five (55) minute hour in the privacy of the SoFIT PT Studio, the privacy of the client's home, or at a mutually agreed upon location.

Booking dates and times must be confirmed by both parties. Confirmation will not be provided and it is the responsibility of the "client" to ensure that bookings are attended.

All "booking" expires 35 days after the completion of the first session

When booking services the "client" understands that this training program will involve physical activity and, as appropriate, use of certain equipment and machinery. Such activities may present a risk of injury or even death. 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.

The client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge the "company" and their agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of any rendered services including without limitation injury or loss resulting from the "client's" use of any equipment or facilities which break or malfunction.

SoFIT PT recommends that the "client" have relevant insurance(s) in place before commencing with any bookings.

**General**

In the event the "client" is late to a session the session will still finish at the allocated time.

In the event the "company" is late to a session the session will be completed as per the scheduled time.

Please can you make sure that you are wearing appropriate clothing for taking part in gym based exercise, it would also be a good idea to bring a hand towel and water bottle along.

If an exercise is uncomfortable, painful or feels that you need to stop for any reason you have the right to do so.

Our Trainers will challenge and motivate you in a correct and safe manner; will offer encouragement and motivation to help achieve the goals you want, but it is important that you maintain 100% effort at all sessions and attend the gym regularly.

No implied warranties or representations are made other than those expressly contained herein and this document contains all of the terms of the Agreement between the parties. The "company" expressly notes that results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.

The failure to strictly enforce any provision of this Agreement shall not constitute a waiver of any right to subsequently enforce this Agreement. All provisions shall be deemed severable and the inability to enforce any provision shall not affect the other provisions.

**Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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