
SWESH PERSONAL TRAINING TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the use of the services provided by Swesh Personal Training.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Customer” means a customer of the exercise classes and 1-1 or group sessions;

“Price List” means the standard price list which is available from www.sweshpt.co.uk or Russ

“Sessions” means any session with Swesh Personal Training

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “These Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.2 A Clause or sub-Clause is a reference to a Clause of these Terms and Conditions; and

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Sessions

2.1 All class and studio sessions are available through online booking only. Classes can be booked through the website www.sweshpt.co.uk . If you wish to take part in the session online via ZOOM you must book your space via the CONTACT button on the website OR though text via 07815921523.

2.1.1 All 1-1 Session are available by appointment only. Personal Training sessions may be booked by Customers through telephoning 07815921523 or by emailing sweshpt@hotmail.co.uk or via the CONTACT button on the website.

- 2.2 Swesh cannot make any guarantee of a particular date and/or time for a session until an appointment is booked. Under no circumstances will time be reserved for any Customer without an appointment.
- 2.3 If a Customer knows they are going to be late for an appointment, they should contact Russ informing of the same. Arriving later than 20 minutes after an appointment time may result in the session being treated as cancelled without notice and thus subject to sub-Clause 2.5 below.
- 2.4 Appointments may be cancelled without charge provided the Customer gives at least 24 hours' notice to the Russ of the same. In the event of such cancellation, any sums paid in advance including, but not limited to a deposit, shall be refunded to the Customer.
- 2.5 If Russ wishes to cancel a session, he must provide at least 24 hours' notice to the Customer. Failure to provide at least the minimum notice will result in the Customer being credited with an additional lesson at no charge.
- 2.6 Notwithstanding the provisions of sub-Clause 2.5, Russ may cancel a lesson at short notice without penalty if he has reason to believe that the Customer is not fit to exercise at the time of the lesson due to factors including, but not limited to, Injury, alcohol, drugs (whether prescribed or otherwise), illness or other medical condition. In the event of such cancellation, the session may or may not be charged for at Russ's discretion; however, no charge shall be made unreasonably.
- 2.7 In the event that Russ cancels a session at short notice due to illness on his part, the session will not be charged for.
- 2.8 If Russ is late for a session by more than 15 minutes, such time shall be added on to the lesson at no charge to the Customer or, if such extension is not suitable for the Customer, it shall be added on to a subsequent lesson.
- 2.9 Russ shall use reasonable endeavours to provide regular Session slots for the Customer, however no guarantee is provided of the same.
- 2.10 1-1 Sessions shall be of a minimum length of 30 minutes and may be increased in increments of 30 minutes up to a maximum length of 2 hours. Classes shall be of a minimum length of 30 minutes up to the maximum length of 1 hour, as stated on the website.
- 2.11 The location for all class sessions will be at Swesh Studio, unless stated otherwise, which shall be agreed at the time of booking. Personal Training sessions may take place at the Swesh Personal Training Gym, Swesh Studio or an otherwise arranged suitable venue agreed with the customer.
- 2.12 Failure to provide the required minimum notice set out in sub-Clause 2.4 may result in the customer being charged up to 50% of the full price of their appointment. In the event of late cancellation, no sums paid in advance shall

be refunded.

- 2.13 Penalties payable for late cancellations under sub-Clauses 2.3 and 2.12 shall be at the discretion of Russ and may be waived in exceptional circumstances including, but not limited to, illness, accidents and bereavement.

3. Fees and Payment

- 3.1 Personal Training Sessions shall be charged for in accordance with Swesh PT's Price List. Payment shall be due for any and all sessions and additional products sold by the Russ.
- 3.2 Swesh Studio membership payments are due on the first of every month, Direct Debits and Standing Orders should be set up to comply. Payments made with cash or cheque are also due at this time. Payments will cover the forthcoming month ahead.
- 3.2.1 Non-members may attend a Studio session and pay on arrival, this is in accordance with the pricing on the website.
- 3.3 Payments due for sessions, memberships and other products sold by Swesh Personal Training are paid for to Russ and may be made using the following methods:
- 3.3.1 Cash
- 3.3.2 Direct Debit or Standing Order, using the relevant information.
- 3.3.3 Swesh Personal Training Gift Voucher
- 3.4 Swesh Personal Training reserves the right to alter its prices without notice. If the price of a treatment changes between the booking of an appointment and the time of that appointment, the Customer shall be charged the price applicable at the time of booking.
- 3.5 Refunds are not available for completed sessions under any circumstances. Refunds may be available for defective products purchased through Swesh Personal Training subject to the provisions of the Sale of Goods Act 1979.

4. Instructor's Obligations

Russ shall, at all times:

- 4.1 use his reasonable endeavours to provide sessions at the agreed times;
- 4.2 use his reasonable endeavours to train the Customer to a high standard, but shall not be responsible for any errors made by the Customer during other sessions;

- 4.3 be professional and courteous towards each Customer;
- 4.4 act in accordance with the REP's (Register of Exercise Professionals, REPS NO R0071964) guidelines
- 4.5 act in accordance with the law.

5. **Customer's Obligations**

- 5.1 Customers must inform Russ of any ailments, injuries or knowing reason that make harm, injure or prevent a Customer partaking in any form of exercise.
- 5.2 Customers must act in a responsible way during each session as to prevent injury to themselves or any other Customer of Swesh Personal Training.
- 5.3 Failure by the Customer to comply with one or more of sub-Clauses 5.1 to 5.3 above may result in the immediate cancellation of one or more sessions. In the event of such cancellation, the cancelled sessions may still be charged for at the discretion of Russ.

6 **Eligibility for Sessions**

- 6.1 Certain sessions may be unsuitable for Customers with certain medical conditions. Customers are advised to inform Swesh Personal Training of any medical conditions through a complete PAR-Q, or on-going medical treatment when booking appointments. Failure to inform of a medical condition may result in sessions being denied in which case the appointment (or the affected portion thereof) will be treated as a cancelled appointment in accordance with sub-Clause 2.5 above. However constant feedback of any change in health is required between all parties.
- 6.2 Customers who are pregnant are advised to be in continual contact with Swesh Personal Training during sessions to enable Russ to monitor the suitability of each exercise.

7 **Session Rules**

- 7.1 Customers are not permitted to:
 - 7.1.1 Smoke in the Session;
 - 7.1.2 be under the influence of alcohol or non-prescription drugs
 - 7.1.3 Make or receive mobile phone calls in the session, unless deemed urgent.
- 7.2 Children under the age of 12 may take part in sessions however they **must** be accompanied by an adult.

8 Clothing

- 8.1 To partake in physical activity and exercise you must be dressed appropriately, suitable footwear must be worn, taking into consideration the flooring within the Studio or Personal Training Gym.
- 8.2 Swesh Personal Training clothing is available to purchase and a catalogue can be found on the website, in the Studio or a copy can be sent to customers upon request.

9 Gift Vouchers

- 9.1 Gift vouchers are available from Russ at any time.
- 9.2 Gift vouchers are available for block bookings of sessions or for singular sessions.
- 9.3 Gift vouchers are valid for the period specified on the gift voucher.
- 9.4 Gift vouchers may be redeemed for Personal Training Sessions and Clothing only and may not be redeemed for cash.

10. Limitation of Liability

- 10.1 To the fullest extent permissible by law, Swesh Personal Training's liability for any loss or damage suffered by Customers shall be limited to that which arises out of the negligence of the Swesh employees, sub-contractors or agents.

11. General

- 11.1 The Customer's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
- 11.2 Swesh Personal Training may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform Customers as soon as is reasonably possible of any such changes.

12. Data Protection

Swesh Personal Training will not share Customers' personal data with any third parties for any reasons without the prior consent of the Customer concerned. Such data will only be collected, processed and held in accordance with Swesh Personal Training rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

13. **No Waiver**

No failure by Swesh Personal Training to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

14. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

15. **Law and Jurisdiction**

15.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

I recognise and understand all the terms and conditions set between my personal trainer and myself and agree to follow all the guidelines set out above.

Client's Signature:

Print Name:

Date:

