

## **PT:U Personal Training - Terms and Conditions**

**1.1 What these terms cover.** These are the terms and conditions on which we supply our services to you.

**1.2 Services.** References to “**Services**” in these terms means the training, coaching and/or related services you purchase from us which may comprise one or more of the following (as agreed in writing between us):

- **(a) Personal Training** – one-to-one or one-to-two sessions with a trainer at our PT:U gym, together with nutritional advice;
- **(b) Virtual Training** – one-to-one or one-to-two sessions with a trainer through our PT:U app, together with nutritional advice;
- **(c) Group Training** – group training sessions with one of our PT:U trainers;
- **(d) Online Personal Training** – one-on-one coaching session using PT:U exercise programmes, nutritional guidelines and advice via distance communications.
- Reference in these terms to a “**Session**” means an individual Personal Training session at our PT:U gym, Group training session at our PT:U gym, or a Virtual Training session via our PT:U app.

**1.3 Why you should read them.** Please read these terms carefully. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

## **2. Information about us and how to contact us**

**2.1 Who we are.** We are PT U personal training ltd, a company registered in England with registration number **08627983**.

**2.2 How to contact us.** You can contact us by telephoning 07551622273 or by emailing us at [info@pt-u.co.uk](mailto:info@pt-u.co.uk) or writing to us at PT:U Personal Training, Pinewood Centre, Old Wokingham Rd, Wokingham, RG40 3AQ.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone, via call or whatsapp, or by writing to you at the email address or postal address you provided to us in your order.

**2.4 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

## **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order will take place when we notify you in writing and/or book you in for your service, to tell you that we are able to provide you with the Services, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Services or because we are unable to provide you with Services based on information you provide to us, including in respect of your health and medical background in which case we will provide an explanation to you.

#### **4. PT:U Questionnaire**

**4.1** You confirm that you have read, understood and answered the PT:U questionnaire honestly and in good faith. You agree that we are entitled to refuse to provide Services to you, or cease providing Services to you, if the information provided in the health questionnaire is incomplete or inaccurate, or because the information you have provided in the health questionnaire means that it may be unsafe for us to provide Services to you.

#### **5. Health and Safety Terms**

**5.1** You understand and agree that:

- (a) any nutritional guidance provided to you is targeted at body composition and not at any medical issues or concerns you may have;
- (b) the human body is complex and unpredictable and so provision of the Services carries an inherent risk of physical injury to you.

**5.2** You confirm that:

- (a) to the best of your knowledge, you are medically and physically able to safely participate in the Services; and
- (b) you will update us throughout the Services of any changes to your health and about any medical issues that arise, including if you feel unwell and irrespective of whether you feel the issue to be minor, trivial or irrelevant. This applies to all conditions, issues and concerns whether or not you have received a medical diagnosis.

**5.3** We strongly recommend that you seek and obtain the advice of a competent, qualified medical professional before you begin using the Services to identify any health or medical issues you have that may affect your use of the Services and to make sure that the Services are appropriate to you. You agree that, subject to clause 13.2, we shall not be liable for any injury or harm you suffer as a result of your use of the Services including where you have chosen to ignore our advice and use the Services without seeking and obtaining medical advice.

**5.4** Any advice that you receive from us relates to exercise and nutrition for body composition purposes and is not a substitute for advice from a medical professional.

#### **6. Your rights to make changes**

**6.1** If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of the Services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **7. Our rights to make changes**

**7.1 Minor changes to the services.** We may change the Services:

- (a) From time to time we may need to make changes to your allocated trainer;
- (b) to reflect changes in relevant laws and regulatory requirements;
- (c) to implement minor adjustments and improvements; and

- (d) if your medical and health situation changes to an extent that requires amendments to the Services.

## **8. Providing the Services**

**8.1 When we will provide Sessions.** When we confirm your order by email we will confirm the number of Sessions you have purchased (if applicable) and the dates by which those Sessions should be used. If you do not use the Sessions within the specified timeframes, we are under no obligation to provide you with alternative Sessions.

**8.2 When we will provide Services other than Sessions.** Where you have purchased Services from us that do not involve Sessions, we will notify you in writing of the expiry date for the Services, if applicable. If you do not use the Services within the specified timeframes, we may agree to an extension to enable you to use the Services but we are under no obligation to do so. If you have purchased Online Personal Training from us, your subscription will commence on the day you make your first payment. Subscriptions are ongoing and payment will be taken from you on a rolling basis, as confirmed in our email to you. Subscriptions may be cancelled by emailing info@pt-u.co.uk in which case your subscription will end at the end of the current billing period. We will provide a refund for any unused part of the Service for Online Personal Training in line with the following terms:

**8.3 For Sessions related Services, we reserve the right to refuse to provide the service if you have not made payment.** Sessions will only be completed on the basis that you have available credit in your account to pay for the session. In the event you have set up an autopayment, we will contact you if this payment fails for any reason.

**8.4 For Services other than Sessions, we may also suspend the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 12.2 and 12.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend provision of the Services (including, where relevant, suspension of your subscription) until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not charge you for the Services during the period for which they are suspended.

**8.5 We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, and subject to section 13.2, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

**8.6 Availability of facilities used as part of the Services.** We cannot guarantee that all the facilities at PT:U gym, are available at all times. They may be unavailable due to maintenance issues or due to equipment breakdown.

**8.7 Reasons we may suspend the Services.** We may have to suspend the Services to:

- (a) deal with problems with facilities or equipment;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Services as requested by you or notified by us to you.

**8.8 Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services unless the problem is urgent or an emergency.

## **9. Your rights to end the contract**

**9.1 For Sessions related Services, you can always end the contract after the order has been accepted but before the Services have been paid for.** You may contact us at any time to end the contract for the Services before the first payment is due in accordance with clause 12.1, but in some circumstances we may charge you certain sums for doing so, as described in clause 10.3.

**9.2 What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to, this does not include any minor change described in clause 7.1;
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk the Services may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

**9.3 What happens if you cancel Sessions.** We reserve the right to charge you for any booked Session which is cancelled with 48 hours' notice or less or which you do not cancel and fail to attend. To avoid incurring a charge, we will need written, printable proof that a booked Session was cancelled with more than 48 hours' notice.

**9.4 Failing to attend a Session.** If you fail to attend Sessions or to contact your PT:U Trainer for a period of 30 days or more, we reserve the right to re-allocate your Trainer and you may lose your preferred Session slots. You may need to wait for a Trainer to become available to resume your Sessions. All sessions must be used within the month of purchase if buying monthly packages or within 3 months. If sessions are not used within the 3 months from date of purchase and we haven't heard from you then they will no longer be valid and you will lose your sessions.

## **10. Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due – please see section 12.2 and 12.3 for further information;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, completion of the health questionnaire; or
- (c) you do not use the Services by the expiry dates notified to you in writing as explained in more detail in sections 8.1 and 8.2 above.

**10.2 We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be

provided. In exceptional circumstances, at our discretion, we reserve the right to stop providing Services with immediate effect.

**10.3 We may charge you an administration fee for refunding your Personal Training sessions.** If PT:U agrees due to extraordinary circumstances to cancel your sessions you will be refunded what remains on your client account less an administration charge of £30.00 GBP. This does not supersede 9.3 above, any sessions not cancelled within 48 hours will be charged in full.

## **11. If there is a problem with the services**

**11.1 How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning 07551622273 or by emailing us at [info@pt-u.co.uk](mailto:info@pt-u.co.uk) or writing to us at PT:U Personal Training, Pinewood Centre, Old Wokingham Rd, Wokingham, RG40 3AQ. Alternatively, please speak to a member of staff at PT:U.

**11.2** Nothing in these terms will affect your legal rights.

## **12. Price and payment**

**12.1 Where to find the price for the Services.** For Sessions related services, we will notify you in writing (usually by email) of the price payable for the Services as well as the date on which the first payment is due (the “Initial Due Date”). The price we quote to you will be valid until the Initial Due Date. If we have not received payment by the Initial Due Date, the price of the Services may change.

**12.2 Where to find the due date for payment for Sessions.** When we send you the confirmation email of your package. The recurring payments will be collected based on package brought. We reserve the right to pause future training if the payment fails. We will contact you to inform you if this is the case.

**12.3 Where to find the due date for payment for Services not involving sessions.** At the point of signing up with us, your first payment date is defined by the date you make payment to us. This date will become your monthly recurring payment date after your initial contract has ended. If we do not receive one or more of the payment instalments from you, we will notify you and require you to make such payment within 7 days of the date of our notification. If we do not receive payment in full and cleared funds from you of the outstanding amount within the 7 day period, we shall be entitled to cease providing Services to you and/or to end our contract with you.

**12.4 Variation of price between Services.** The price of the Services may vary depending on the PT:U trainer who provides the Services to you. If you purchase additional Services, the price for such Services may vary from the price quoted and/or paid for your previous purchase of Services. If you wish to change your PT:U trainer which the Services are provided during the provision of the Services, you may be required to pay additional fees as a result of the change. This will be notified to you in advance of us agreeing the change with you. We take all reasonable care to ensure that the prices of Services advised to you are correct. However please see clause 12.6 for what happens if we discover an error in the price of the Services you order.

**12.5 Changes to pricing on services.** We may change our subscription plans and the price of our service from time to time; however, any price changes or other changes to your subscription will be applied no earlier than 30 days following notice to you. You will have the opportunity to cancel your subscription before the change takes effect.

**12.6 Discounts.** We may provide discounts at our sole discretion. Any discount will be confirmed in writing to you.

**12.7 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

**12.8 What to do if you think an incorrect payment has been taken from your account.** If you think an incorrect amount has been taken from your account by direct debit, please contact us promptly to let us know.

### **13. Our responsibility for loss or damage suffered by you**

**13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us in writing during the sales process.

**13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

**13.3 We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity

**13.4 Our other liability.** Subject to clause 13.2 and without prejudice to clause 13.3, our total liability to you for any one event or series of related events shall be limited to a sum equal to 150% of the total amount paid by you for the Services giving rise to the liability in the 12 months preceding the date on which the liability first arose.

### **14. How we may use your personal information**

**14.1 How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) if you agreed to this during the order process, to inform you about similar products and services that we provide, but you may stop receiving these communications at any time by contacting us.



**14.2** The terms of our privacy policy apply to all personal data we process as a result of providing Services to you.

## **15. Other important terms**

**15.1 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

**15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.