



## **TERMS AND CONDITIONS**

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Terms and Conditions of Services Effective 01.01.2023. Fit with Judith, hereafter referred to as Judith, is a one-person entity that provides personal training services known as the "training session", "personal training sessions", "sessions" or "booking". The Client refers to the person filling out the Sign Up Form below, be that in person or via video call. By signing up to personal training with Fit with Judith, you agree to the terms and conditions below.

Sessions will consist of activities that are designed to help you achieve your goals. Exercise levels will be progressive and regulated by your trainer, Judith.

### **PERSONAL TRAINING PACKAGES**

All personal training 4, 8 and 12 packages expire 8 weeks from date of purchase. Training sessions purchased via direct debit have a 10 week expiry from date of issue. Therefore, all sessions must be completed within this 8/10 week time frame respectively. Single/Drop-in sessions are valid for 4 weeks from date of purchase.

4, 8 and 12 pack training sessions must be used as designed, ie. once, twice or three times per week.

### **RE-ARRANGING A SESSION**

If the client becomes unavailable for the original date and time of their booking, they must give Judith at least 24 hours notice, and the booking will be rearranged for a mutually convenient time.

### **LATE ARRIVALS**

Sessions shall be 60 minutes in length and shall start at the scheduled time. Sessions will not be extended due to lateness of the client or due to interruptions caused by the client. Any client who has not arrived within twenty minutes after the scheduled time shall be deemed to have cancelled and will be charged for that session.

If Judith runs late in starting your session, she will extend the session time accordingly or make it up at a future date, whichever is most convenient for you.

## CANCELLATIONS

Judith appreciates that sometimes unforeseen things happen like sickness, rescheduling of plans, etc. Your one-hour appointment slot is very valuable to her and for this reason, a 24-hour cancellation policy applies to scheduled sessions. Sessions cancelled less than 24 hours in advance will be charged in full to the client.

If a session is cancelled within 24 hours by Judith, she will make up the session at no charge to you.

Should training sessions have to be cancelled due to changes relating to Covid-19 (including but not limited to a lockdown or rules about 1-2-1 or group gatherings) a refund will not be given, and the training sessions will either be rearranged for another time and date (with the session expiry extended) or carried out virtually via Zoom. This is at the discretion of Judith.

## PAYMENT AND REFUNDS

All fees must be paid at least 48 hours prior to commencement of services.

If your trainer Judith, through illness or other unforeseen circumstances, is unable to deliver your sessions, the expiry of training sessions will be extended by the same number of weeks.

For clients who sign up to pay for Personal Training by Direct Debit, the payment will be debited from your account monthly, on the 1st of each month. By agreeing to pay for Personal Training by Direct Debit you are agreeing to a minimum three-month contract.

There are no refunds. The client is legally responsible for paying the agreed fee.

## CANCELLING YOUR SUBSCRIPTION

If you wish to cancel your direct debit subscription you will be required to give one full calendar months' notice. This means that the least you will have to pay for is the first three months subscription. The notice period will begin from the first of the month after Judith has received your notice in writing. Please send notices to [judith@fitwithjudith.co.uk](mailto:judith@fitwithjudith.co.uk).

## PAUSING YOUR SUBSCRIPTION

If you wish to pause your direct debit subscription you will be required to give one full calendar months' notice. The notice period will begin from the first of the month after Judith has received

your notice in writing. Subscriptions can be paused for a maximum of 3 months. Please email [judith@fitwithjudith.co.uk](mailto:judith@fitwithjudith.co.uk) if you wish to pause your direct debit.

## OUTDOOR SESSIONS

Judith will apply personal judgement and cut short a training session, if necessary, because of extreme weather conditions; including, but not limited to excessive heat, rain, thunderstorms and snow/ice. The decision to do so lays with the judgement of Judith, for the safety of herself and the client. In such circumstances the booking will be rearranged for a mutually convenient time.

## ENTIRE AGREEMENT

This agreement sets forth the entire understanding of both parties and may not be changed except by written consent of both parties. The terms of this agreement will apply equally to each session and it is understood by both parties that this agreement will remain legally binding.

## WAIVER

My participation in any fitness programme with Fit with Judith is voluntary. The information I have given is correct to the best of my knowledge.

I release from liability Fit with Judith and any other assistants or employees for any personal injury, death, property damage, or loss of any nature suffered by me as a result of participation in any activity during sessions or training plans. I am medically, emotionally and physically and in all respect fit and able to participate in these sessions.

In consideration of being permitted to participate in these sessions I agree to assume full responsibility for any risks, injuries or damages which I might incur as a result of my participation in Fit with Judith sessions and training plans.