

Client – Trainer/Therapist Agreement

To avoid confusion and safeguard both parties the following **definitions**, **guidelines** and **Terms and Conditions** must be agreed and accepted in advance by the Client.

Definitions:

- **Speedy Duck Performance Training, Speedy Duck Personal Training** and **SDPT** are all one and the same and are the business names by which products and services are provided.
- The **Client** is used to refer to the person using or buying products or services from SDPT.
- The **Trainer/Therapist** is used to refer to the person providing the service or product on behalf of SDPT.
- The **Programme** is used to refer to the schedule and/or regime of exercise, for training or rehabilitation purposes, that is recommended by the Trainer/Therapist.
- **Home-Based Service** refers to the home or place of residence of the client or location for delivery of service as agreed by both the client and Trainer/Therapist.
- The **Session** refers to the booking or period of time designated for delivery of service.

The Product or Service:

- The Trainer/Therapist will use his skills and knowledge to design a programme that is both safe and appropriate to the Client's personal goals, health and fitness abilities and exercise likes and dislikes.
- The Trainer/Therapist will provide the coaching, supervision and support that the Client may need to help them achieve their goals. In relation to this the Client's progress will be regularly monitored by the Trainer/Therapist and the programme will be revised and adjusted appropriately.
- The Trainer/Therapist will, where possible, provide all necessary training-equipment and will propose appropriate venues for all training sessions.
- All Client information will be kept strictly private, confidential and follow UK GDPR protocols.
- If the Trainer/Therapist requires further medical information concerning the Client, the Client must provide such details.

- It is understood that any favoured outcome(s) from an exercise programme is only achievable through commitment and adherence from both the Client and Trainer/Therapist. While the Trainer/Therapist can provide the necessary framework and encouragement, ultimately the Client will need to assume responsibility for making any required changes and achieving their goal.
- The Client will inform and update the Trainer/Therapist of their health and fitness status and alert the Trainer/Therapist to any new issues that may impact their training and/or progress.
- The Client is required to arrive/be ready 5 minutes prior to a booked session so that a full session can be achieved on each visit.
- The Client is required to wear appropriate clothing and footwear. It is suggested that clothes should be loose fitting and non-restrictive. Footwear should be comfortable and provide adequate grip and support.

Risks associated with exercise

It is understood that there is always a risk of injury or harm associated with any physical activity, whether deemed to be exercise, training, rehabilitation or coached. Speedy Duck Performance Training strongly recommends that you consult with your doctor before beginning any programme of activity.

SDPT will take the utmost Care, Consideration and minimisation of Risk of Injury when proposing any programme of activity. Any such programme will be deemed to be appropriate and based on SDPT's skills, knowledge, experience and what is considered to be Best Practice at the time of delivery.

If you engage in any programme of activity as proposed by SDPT, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge SDPT from any and all claims or causes of action, known or unknown, arising out of SDPT's negligence.

Health Screening

1. All Clients must complete a PAR-Q before commencing any exercise programme.
2. The Trainer/Therapist may require the Client to have a letter of "medical clearance" from their Doctor/GP. Please be aware that your Doctor/GP may charge you for this.

Cancellation Policy applied to Client

Unless otherwise agreed between Trainer/Therapist and Client:

1. 24 hours Notice of Cancellation is required for all appointments.
2. Notice of less than 24 hours will require 50% payment of the session fee.
3. A no-show (more than 30 minutes late) or Doorstep Cancellation by Client will require full payment of the session fee.

Cancellation Policy applied to Trainer/Therapist

1. The Trainer shall endeavour to provide a minimum of 24 hour Notice of Cancellation and shall (regardless of period of notice) offer an alternative date and/or time as a substitute session.

Lateness Policy

1. If the Client or Trainer/Therapist is more than 15 minutes late for a booked session it may not be possible to extend/set-back the finish time for that session. It therefore may be necessary to reschedule that session.

Fee Charging Policy

1. Unless otherwise agreed between the Trainer/Therapist and Client, payment for single sessions must be made at the end of each session. Payment can be made in cash or bank transfer/BACS Payment.
2. Bank details for BACS payment: **Colin Ager** Sort Code **40-38-02** Account **91084380**
3. Block bookings must be paid for in advance BUT sessions do not have to be booked at time of payment. However, all sessions must be redeemed within 90 days of purchase.
4. All up-to-date fees and prices can be found on the Speedy Duck web site or upon request.
5. Unless otherwise agreed between the Trainer/Therapist and Client, all monies paid are non-refundable.
6. Block-bookings are Client-specific and are non-transferrable and/or non-shareable unless agreed in advance with the Trainer/Therapist.

I, the Client, understand the guidelines above and agree to all the Terms and Conditions outlined between the Trainer/Therapist and myself (the Client)

Client name

Client signature.....

Date

Trainer/Therapist name: Colin Ager / Speedy Duck

Trainer signature

Date