

# Terms and Conditions

By purchasing the mind and body package online you automatically agree to the terms and conditions;

1. Personal Trainer and Mind-set architect are not medical professionals and are without expertise to diagnose medical conditions or impairments. Client agrees to promptly and fully disclose to Trainer and Mind-set architect any injury, condition or impairment which may have a deleterious effect on or be impacted by this training program and the Mind-set architect and 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 Mind-set architect and Trainer or others shall be conclusive.
2. Client certifies that:
  1. a) He/she is physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; and
  2. b) He/she is over the age of eighteen (18) (if under the age a eighteen a guardians consent is required); and
  3. c) He/she has either (i) 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.
3. 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.
4. Client agrees on behalf of him/herself and his/her personal representatives or heirs to release and discharge Mind-set architect and Personal Trainer, their agents, representatives, successors and assigns from any and all claims or causes of actions (known and unknown) arising out of this training program including without limitation injury or loss resulting from Client's use of any equipment or facilities which break or malfunction.
5. 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 Mind-set architect and Personal Trainer expressly note that results will differ for clients based upon various factors including without limitation; body type, nutrition, etc. and no guarantees of results are possible.
6. Client may not assign this personal service contract. Mind-set architect and Personal Trainer may only assign this Agreement to a related entity.
7. Client agrees to pre-pay the sum of £1449.99 for 10 sessions over 10 consecutive weeks to commence on an agreed upon time and date. Additional sessions may be purchased at Mind-set architect and Trainer's current rates at that time.
8. Client may cancel this agreement only by written notice to Personal Trainer and Mind-set architect within three (3) calendar days from the date this Agreement is executed. After this time period if the client wishes to cancel the package no re-fund will be given unless exceptional circumstances make it impossible for the client to continue with the package. Mind-set architect and Trainer retain the right to terminate this Agreement for any reason including without limitation to Client's failure to follow direction or conduct contrary to the interests of this Agreement. In the event of termination as set forth herein, the Mind-set architect and Personal Trainer shall refund to Client the sum associated with any unused sessions. This Agreement may be executed in duplicate and a copy shall be considered as effective as an original.
9. Each session shall consist of a scheduled appointment based on 1 hour in the fitness centre, or the private session room of the mind set architect, or at a mutually agreed upon location. Client is reminded that distractions such as children, telephones, etc., may affect consistent efforts and results. To get the most out of each session, please be ready to exercise at the appointed time.
10. Client must notify the Mind-set architect and or Personal Trainer of cancellation twenty-four (24) hours prior to scheduled appointment.  
NOTE: Client will be charged for the session if less than twenty-four (24) hours' notice of cancellation is given.
11. If the Client is more than 15 minutes late, the session is considered forfeited and the Mind-set architect and Personal Trainer may leave the premises where the session was to be held.
12. The Mind-set architect and Personal Trainer are not responsible for the safety of facilities or equipment whether provided by Client, Mind-set architect, Trainer, or others.
13. When attending Personal Training sessions, please wear appropriate athletic footwear and loose, comfortable clothing to facilitate ease of movement.
14. Proper nutrition and adequate rest are essential to this training program and Client must not be under the influence of drugs or alcohol at any time during the training session.
15. Personal training requires a certain amount of physical contact between Trainer and Client to ensure proper technique.
16. Mind-set architect and Personal Trainer's determination of methods are conclusive.
17. 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. This Agreement shall be construed under British law and shall only be modified by writing signed by both parties.

18. Upon starting the package, the client will be required to read and sign the following individual forms that will be given by the trainers:

Effective Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Personal Trainer: Owen Phillips

Located at: St David's hotel, Cardiff Bay

The Client:

Phone:

Email Address:

To conduct my business effectively and efficiently the following terms and conditions apply:

10 x 1-2-1 1hour personal training sessions will be given.

All programs, nutrition plans and training must be followed accurately to achieve results targeted.

Body weight, body measurements, body fat will be taken at first personal training session, and every 3 weeks thereafter up until the 10th week.

If a training session is not cancelled with twenty-four hour advance notice The Client will be charged/lose the session.

Please maintain communication with The Trainer a lapse of more than seven days will result in a lost time slot. Rescheduling a session time slot will be accommodated on a first come first serve basis. It is most important for a client to have a consistent schedule.

If you need to reschedule occasionally that is okay. However, if it is on a consistent basis it may result in the loss of your time slot.

All sessions are 1 hour long including taking body measurements 10minutes before end of session. If session is 5 minutes late to start, time will be added at the end so please allow 5 minutes either way.

If a client is more than twenty minutes late for a training session and has not notified The Trainer. The Client will be considered a no show and The Client will be charged for the session without participating. If this happens consistently loss of a time slot and / or training may occur.

Time slots cannot be guaranteed after lengthy vacations or time away without prior communication. All medical conditions/ health issues that may affect physical ability must be disclosed to the trainer prior to start date.

Any food allergies must be disclosed to the trainer prior to start date.

Please sign:

\_\_\_\_\_ Date \_\_\_\_\_

LOVE  
LIFE  
LOVE  
YOU

## Initial consultation form

Name: .....

Age: .....

Occupation: .....

Today's date: .....

Tel.No: .....

Home address: .....

e-mail: .....

married/ divorced/ single/ widowed: living with partner/parents?

Are you under medical supervision for any reason, or taking medication? If yes, please state which:

.....

Have you had psychiatric treatment?                      yes / no

Have you had heart conditions?                              yes / no

Are you epileptic?    yes / no

Do you wear contact lenses?                                 yes / no

Name of your doctors surgery (optional): .....

An example of a time when you felt good about yourself: .....

.....

.....

Hobbies: .....

.....

I have given the therapist details of my current medication and circumstances, answered all the questions honestly and fully understand what to expect from this therapy

### Cancelled appointments

24 hours notice required or a £10 booking fee may be payable.

please sign here that you have authorised and are satisfied to proceed with this therapy:

Signature: .....

**Thankyou!**