

Super Fitness Training Terms & Conditions

Please read carefully The client is asked to pay special attention to the provisions related to liability and cancellations – this does not affect your statutory rights

GENERAL TERMS & CONDITIONS

1. Obligations

Super Fitness Training will utilize professional staff with skills and knowledge to design a safe program of exercise where the client's personal goals, fitness levels and likes and dislikes related to exercise will be taken into account. Super Fitness Training will provide the appropriate coaching, supervision, advice and support that the client may need to help them achieve their goals.

When a personal trainer cannot coach you for any reason they will arrange for another trainer to be provided to you. Should this not be practicable for any reason or your sessions needs to be cancelled by Super Fitness Training for any reason, a new session will be scheduled with you.

All client information will be kept strictly private and confidential. If Super Fitness Training requires further medical information from a practitioner, the client must provide such details to continue.

Clients should dress and behave appropriately for a professional gym environment. No outdoor trainers will be allowed in the studio.

2. Term & Acceptance

All our services will be for the term agreed upon by the client and Super Fitness Training.

3. Fees

Coaching and training fees are paid on a per session/package basis. Fees are issued directly to the client when services are retained and are due upon booking of first session. Payments will then be made on a monthly basis per package selected or per session as they are conducted. All payments must be paid by card or cash.

4. Cancellations

Cancellations must be made at least 24 hours in advance of scheduled sessions through mobile app/ website or 12 hours in advance by contacting the trainer. Sessions cancelled less than 12 hours will be charged in full to the client. The cancellation policy will be adhered to in all cases when the client is unable to attend including when illness, work or family commitments prevents attendance and a 12 hours' notice has not been given.

5. Late Arrivals

Sessions shall be approximately 30-60 minutes in length (depending on package and service) and shall start at the scheduled time. Sessions will not be extended due to the lateness of a Client due to interruptions caused by the client. Any Client who has not arrived within 10-20 minutes after the scheduled time shall be deemed to have cancelled and will be charged for that entire session.

6. Transferability

The agreement shall be binding only between Super Fitness Training and you the Client. Client may not sell, assign or transfer their rights any purchased services to any other party without the personal trainer's prior written permission.

7. Expiration of Sessions

Super Fitness Training understands there is a need for a degree of flexibility and roll-over to allow clients to complete purchased sessions but this must be limited to within the contracted term due to space and client capacity restrictions. All paid-up sessions must be completed within the committed program duration. In the event that a medical problem or other major issue that prevents completion of the contracted sessions within this time period, Super Fitness Training may, at their discretion, allow a suspension of contract. This is chargeable with a place-retainer fee of \$10 per month for up to a maximum of six months. In all other circumstances the Client will forfeit unused sessions.

8. Refunds

Should a refund be required to be given to the client by Super Fitness Training or the independent Personal Trainer our policy is a 14-day period for return of funds or part funds should some sessions already have been used by the client.

9. Liabilities

The client must complete a Consultation or Assessment before commencing any exercise program and confirm that he/she is in good physical condition, that he/she is capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health safety or physical comfort. Super Fitness Training cannot be held liable in any way for undeclared or unknown medical conditions

This Liability section applies only to the extent permitted by law. Super Fitness Training excludes all liability for death, injury or damage caused by the client carrying out exercises incorrectly, contrary to the instructions or advice of the health professional or carried out without the supervision of a Super Fitness Training personal trainer. You as the client agrees to fully release Super Fitness Training (As well as any of its owners, employees or independent contractors) from any and all liability, claims and / or litigation actions that buyer may have for injuries, disability, or death or other damages of any kind including but not limited to punitive damages arising out of participation in Super Fitness Training activities including but not limited to the personal training programs and the physical activities even if caused by the negligence, international acts or omissions and / or any other type of fault of its owners, employees or other authorized agents including independent contractors. For the avoidance of doubt, Super Fitness Training does not exclude or limit any liability for (a) personal injury (including sickness and death) where such injury results from negligence or willful default by Super Fitness Training (As well as any of its owners, employees or independent contractors). Super Fitness Training will do it's best to correct errors and omissions as quickly as practicable after being notified of them but does not accept for any errors and omissions and reserve the right to change information, specifications and descriptions of listed packages and services.

10. Guarantee

Super Fitness Training operated a satisfaction guaranteed principle. Under this guarantee, Personal Trainers will give you, the client, a 100% Money Back Guarantee (limited to 1 session of payment) if you are not satisfied with the training session.

11. Location & Contact

Super Fitness Training is based in Texas. It is a mobile training company.

Contact no: 512-730-1197, email: contact@superfitnesstraining.com

12. Currency

All transactions will be in US dollars

13. Miscellaneous:

Super Fitness Training may amend these terms and conditions from time to time, and place the new version on the website and notify you of such changes either in writing or electronically via the booking system. All new sessions, packages and purchases from Super Fitness Training from the date that the amended terms are placed on our website and onwards will be governed by those new terms. These terms and conditions shall apply when you use the www.superfitnesstraining.com website. They shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) whether oral or in writing. Super Fitness Training advises that you print off and keep safe a copy of these terms and conditions. You are advised to read (and are responsible for reading) all information on the website and contained in these terms and conditions fully. If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms remain. These terms and conditions are subject to the laws and exclusive jurisdiction of the United States of America.