

FX Fitness Terms and Conditions

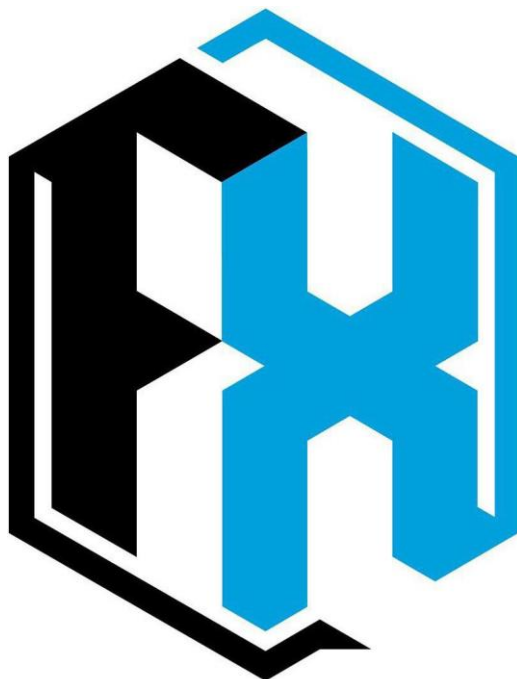
“We provide an exceptional, personal experience in fitness, through expertise, focus and professionalism.”

Thank you for choosing FX to help you to move forward on your fitness journey. This document will outline some of the basic information you need to know before getting started. You can always refer back to this document via our booking app, as it’s always available to you. If you have any questions throughout your journey, please do not hesitate to contact us, either via your PT, or directly by emailing Josh: josh@fxfitness.uk

Please take a few moments to read through the information provided below.

THE TERMS OF THIS CONTRACT WILL APPLY TO ALL FUTURE CONTRACTS WITH THE COMPANY,
UNLESS REPLACED AT A LATER DATE WITH UPDATED TERMS.

THIS DOCUMENT IS APPLICABLE TO ALL SERVICES OFFERED WITHIN FX FITNESS PERSONAL
TRAINING AND PERFORMANCE FACILITY.



F I T N E S S

Section 1: Training Contract

We are confident that we can help you achieve your goals, and through dedication on both parts, ensure a fantastic quality of service and results. To help you receive the most from your training, we have certain procedures for both us (the trainer) and you (the client) to follow.

By working with us, you declare that you have no previous, current or on-going criminal convictions. If this is not the case you must notify your PT immediately (including if the circumstances arise during the training programme) to allow us to discuss this in further detail. We retain the right to refuse access to the centre to anyone with convictions, in the interest of safety for vulnerable clients and members.

Client conduct

1. A minimum of 24-hour notice must be given for personal training session cancellations. (1-1 & 2-1) and Sports Therapy sessions. Without this, you will still be charged in full for the session.
2. A minimum of 8-hour notice must be given for semi-private session cancellations (4-1 & 6-1). Without this, you will still be charged in full for the session.
3. A minimum of 2 hours notice must be given for all large group class cancellation (Yoga, Pilates and Non-Personal training/ semi-private fitness classes).
4. Sessions must start and end at the specified time. We suggest making bookings online or by using our booking app.
5. Payments must always be made in advance for all services. Any sessions/ programme services which you receive that are not pre-paid will automatically be added onto your next payment. If you choose not to continue with your package, then outstanding monies must be paid in full immediately.
6. Appropriate attire must be worn for all sessions, and we expect personal hygiene to be kept to the highest standard at all times. Professional conduct is expected within the facility by all.
7. You are able to make any complaints necessary. Please contact Josh Kennedy (josh@fxfitness.uk) with any complaints/ concerns you may have.
8. Please stick to the recommendations of your trainer/ instructor to ensure maximum results. By working with us, you agree to inform your trainer/ instructor of any medical information necessary throughout the package.
9. You understand you have the right to withdraw from any exercise recommended. By participating you agree to allow your details to be stored and shared between all necessary personnel, and agree to perform the exercise.
10. All gym access must be booked via our booking app prior to entering the facility. Please replace all equipment used, and clean all equipment used with the products provided. Please inform staff of any spillages and facility feedback as soon as possible.
11. Please do not make recommendations to others in the facility regarding training methods/ services/ nutrition/ or any other related areas unless you are both qualified and authorised by FX in a written agreement to do so.
12. Promptness: It is essential that you arrive on time for the session. We suggest ensuring a basic warm up is completed prior to the session. Failure to arrive on time to the session will result in a reduction of session time so we are able to maintain our timekeeping standards. No time will be added to the end of sessions and we may refuse access for anyone arriving more than 10 minutes late due to safety considerations.

13. Expiration: Sessions will expire each new billing cycle. Any unused sessions will not roll over to the new billing cycle without session extensions being pre agreed by management. Please see membership FAQ's for more details.
14. Personal training refunds (1-1 to 6-1) has a 7 day period with an option to opt out and receive a part refund for unused services.
15. No refunds will be available for Gym memberships, Yoga/ fitness class packages or Sports Therapy sessions.

PLEASE NOTE: FX Fitness retains the right to withdraw your services at any time for breach of any of these policies.

Trainer Conduct – Our promise to you.

1. We will always aim to act in the best interest of the client.
2. We will remain professional at all times, ensuring safe and effective practice.
3. If for any reason the trainer must cancel the session, maximum possible notice will be given and you will not be charged for the session.
4. Programmes will be developed scientifically, using the best of our knowledge and experience as well as current training recommendations to help you to achieve your goals.
5. We will keep all personal data confidential, although necessary information will be shared within our team to ensure safe practice.
6. We will always work within our scope of practice as coaches/ personal trainers/ Sports therapists or fitness instructors, and may work alongside other professionals to ensure you receive the highest level of service on your fitness journey.
7. We will respond to any questions regarding the programme as soon as possible, within each individual trainers/ coaches working hours.

Please voice any concerns to the trainer during sessions if you feel this is necessary.

Section 2: An overview of our services and what to expect.

Although the details of our personal training plans vary, here is an overview of what is included on ALL of our plans and memberships. If you feel any of this is missing from your plan, please let us know immediately.

- Access to our facility during available hours.
- Training programme & appropriate workouts.
- Nutrition support & meal plan examples.
- Optional check in forms.
- Optional 1 x per month body composition analysis.
- Optional resources including Q&A's.
- Discounted access to FX events & workshops
- Access to our FX private Facebook group.
- A dedicated coach to help guide you through your journey.
- Access to small group personal training sessions & large group sessions.

Cancellation and termination of contracts

Our right to terminate contracts

Here at FX, we always strive to provide you with the highest possible level of service on your fitness journey. To do this, we must ensure that the environment at FX is maintained to a high level, including gym etiquette, professional conduct and respect is maintained by all. If for any reason we feel this standard is not being maintained, we reserve the right to terminate any contracts without refund, and withdraw access to the facility.

In the case of termination of your contract due to a breach of the above expectations, you will be contacted to discuss the specifics of any concerns raised and informed of the next steps. This will provide us with the opportunity to gain a full understanding of the circumstances of concerns from all parties.

This is in the interest of protecting our service, brand and all members.

Your cancellation procedures

All contracts (with the exception of special offers) work on a monthly rolling basis. We require 14 days notice in writing of any contract cancellations. This can be sent via email to josh@fxfitness.uk, or complete the cancellation form (your personal trainer will send this to you). Please note, if this notice is not given, you may still be charged for services beyond this point.

Duration of Packages

Please note the following key points with regards to sessions that have not been used during the agreed time period. All of our packages are agreed on a month to month basis unless stated otherwise. Payments will last for 1 calendar month- sessions not used within this timeframe will NOT carry into the next package, unless agreed and documented under a separate agreement. Please see key points below:

- All sessions are subject to our cancellation policy. Sessions cancelled after this point will be charged in full. Please discuss exceptional circumstances with management.
- No sessions will be carried over from one month to the next. For sessions cancelled due to illness or work, please ensure you cancel with ample time, and rebook within the timeframe of that package. Unused sessions from the expired package will be lost unless pre agreed with management in writing.
- We will not extend expired packages to use up sessions without a prior extension agreement.
- All packages must end on the specified date (monthly contracts unless otherwise stated).
- Any other agreements regarding unused sessions must be taken to management. We reserve the right to refuse to refund unused sessions should we feel action could have been taken earlier to bring any issues to our attention.
- Please note, all packages have a fixed payment date. This is generally on a monthly basis, regardless of session usage.

Should you have any questions regarding these policies, please contact Josh@fxfitness.uk immediately for clarity.

Facility downtime

All contracts are based on sessions per week, non-inclusive of facility downtime. Our only downtime is the time between December 24th at Midday, and January 2nd. No 1-1 sessions will be provided during this point, however small group/ semi-private sessions and large group training will be available. This allows us to give all of our coaches time with families over the Christmas break. During this week, we will be open modified hours.

This is already accounted for in your package.

Any unplanned closures due to unforeseen circumstances will be dealt with on a case to case basis.

Data Protection and Other information

All of your information is held confidentially, and is only shared on a need to know basis between our team. Once part of our FX Fitness community, you will receive various forms of communication to help you to get the most out of your experience with us.

Thank you for taking the time to read this document. Please feel free to discuss any area with us if needed. We look forward to helping you to move forward on your fitness journey!

Waiver and Release: By purchasing the services of FX Fitness, I (the buyer/client) agree that I hereby waive any claims or rights that I might otherwise have to sue the company, FX, its employees, independent contractors or agents for injury/harm to me that may result from participation in nutrition programs or personal training sessions. I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I am waiving any right I have to bring legal action to assert a claim against any companies operating on behalf of FX Fitness.



Signature of FX Fitness Representative