



# Bazfit Personal Training Registration and Terms & Conditions

(the "Agreement")

Full Name: (the "Client")			
E-Mail Address:		Mobile:	
Address:		Home:	
		Date of Birth:	
Eligibility:	Do the Client have any medical condition that would require prior authorisation from the Clientr Doctor before embarking on a personal Training fitness program?	YES	NO
	If YES have the Client obtained authorisation from the Clientr Doctor to embark on this personal training fitness program?	YES	NO
	Have the Client completed a Bazfit Medical Questionnaire prior to completing this Application Form?	YES	NO

## Terms & Conditions ("T&Cs")

This Agreement is made between the Client and the Trainer.

## INTERPRETATIONS:

"Cancellation Notice" a minimum of 24 hours prior to the Session Start Time.

"Client" as defined in this Agreement in the Registration section under Full Name. This Agreement allows for there to be up to three individuals registered and designated as a Client, each of which are jointly and severally liable under this Agreement.

"Trainer" personal Training instructor who is a qualified personal Training professional under BSc Sport & Exercise Science Degree, Diploma of Advanced Pilates and whose name appears at the end of this Agreement.

"JIMS/Basicfit" the health club facility. The Client must maintain a membership for the duration of this Agreement with JIMS/Basicfit. The Client in addition to this Agreement is also be bound by JIMS/Basicfit' membership agreement and terms and conditions. For the avoidance of doubt nothing in this Agreement overrides the JIMS/Basicfit agreement entered into by the Client.

"Service" a personal Training Session or block of Sessions given by the Trainer to the Client.

"Session" a 45 minutes physical and instructive health and wellbeing educational lesson.

"Session Start Time" the Session start time and date pre-agreed by the Client and the Trainer.

## TIMING AND ATTIRE

The Session will begin at the Session Start Time and end 45 minutes later.

If the Client fails to arrive for the Session at the Session Start Time they will forfeit that time as the Session will still end 45 minutes from the Session Start Time.

If the Client has not arrived by 15 minutes after the Session Start Time the Client will forfeit the whole of the session.

If the Trainer fails to arrive for the Session at the Session Start Time the Session will start at the time of the Trainer's arrival and last for 45 minutes.

The Client must wear suitable attire (sport shorts or jogging bottoms and a t-shirt) along with appropriate footwear (tennis or running shoes) for every Session. Attire such as jeans or jean shorts and footwear such as sandals or open toe shoes of any kind are classed as unacceptable attire. If the Client is not wearing the appropriate attire for the Session the Trainer reserves the right to refuse to provide the Service and the Client will forfeit that individual Session.

## CANCELLATION

Either the Client or the Trainer may cancel a Session upon giving the Cancellation Notice.

Failure on behalf of the Client to give the Cancellation Notice will result in the forfeiture of the Session and the Client will not be entitled to any refund.

Failure on behalf of the Trainer to give the Cancellation Notice will result in the Trainer having to provide a Session at a new Session Start Time to be agreed.

Where there is more than one individual being the Client in this Agreement, at least one such individual must give the Cancellation Notice if the Session is to be validly cancelled. For the avoidance of doubt, any failure to give the Cancellation Notice where there is more than one individual (being the Client) will result in both Clients forfeiting the Session.

CLIENT ACKNOWLEDGMENT AND AFFIRMATION (Please Read Carefully)

The Client affirms that:

- they have declared in writing by way of the Bazfit Medical Questionnaire all of their relevant medical history, and that their Bazfit Medical Questionnaire remains current and is up to date;
- the Trainer may rely on the Bazfit Medical Questionnaire as including all medical and physical conditions that may impair the Client's ability to fully participate in the Service; and
- it is the sole responsibility of the Client to ensure that the Trainer is made aware of any change to their medical and physical condition in writing at least 24 hours prior to their next scheduled Session Start Time.
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The Client acknowledges that:

- they have enrolled in a program of strenuous physical activity that may include, walking, running, boxing, kickboxing, aerobics, weight lifting, cycling, step aerobics, aerobics, body sculpting and the use of various conditioning and exercise equipment and facilities;
- the Trainer has sole discretion as to the physical exercise content of the Service;
- the Trainer has the absolute right to terminate the Service at any time, with no refund of the money paid for the Service if the Client fails to conduct themselves in an appropriate manner; and
- if they were to suffer injury as a result of participating in the Service neither the Trainer nor Bazfit shall be held liable for such injury unless such injury is as a result of defective equipment provided by JIMS/Bazfit.

TRAINER ACKNOWLEDGMENT AND AFFIRMATION

The Trainer affirms that:

- the Service will be tailored to the requirements of, and the goals expressed by, the Client while taking into consideration the medical and physical condition of the Client and any declaration the Client has made in this regard; and
- the Client will be supervised at all times whilst the Service is being provided.

PAYMENT TERMS:

The Service cost is published by Bazfit and is available from Bazfit.

The Service must be booked and paid for in full prior to commencement of the Service.

SUBSCRIPTION TERMS:

Initial Subscription Term:

- If the Client chooses a monthly billing cycle, subscription is valid for 1 months. The Client's subscription will automatically renew each month without notice until the Client cancel after initial period of 12 months. The Client authorize us to store the Client's payment method(s) and to automatically charge the Client's payment method(s) every month until the Client cancels after initial period.
- If Client chooses an annual billing cycle, subscription is valid for 1 year. Your subscription will automatically renew each year without notice until the Client cancels. You authorize us to store the Client's payment method(s) and to automatically charge the Client's payment method(s) every year until the Client cancels.

Should the Client wish to discontinue with the Service the purchase price paid for the Service is non-refundable and non-transferable.

Should the Client need to place the Service on hold (permissible for valid health reasons only) they must obtain a Doctor's Certificate confirming their inability to continue with the Service and include details as to when they expect to be fit to resume the Service.

DURATION OF T&CS

These T&Cs remain in force for the duration of the Client's registration for the Service with the Trainer defined at the end of this Agreement.

CHOICE OF LAW AND JURISDICTION

This agreement shall be governed by the laws of Belgium and subject to the exclusive jurisdiction of the Belgium courts in respect of the interpretation, validity and enforcement of the terms of this Agreement.

I \_\_\_\_\_, the Client, hereby affirm that I have read and fully understand the content of this Agreement and by signing below agree to be bound by this Agreement.

Signed by the Client: \_\_\_\_\_

Date: \_\_\_\_\_

I \_\_\_\_\_, the Trainer, hereby affirm that I have read and fully understand the content of this Agreement and by signing below agree to be bound by this Agreement.

Signed by the Trainer: \_\_\_\_\_

Date: \_\_\_\_\_