

## **CLIENT TRAINER AGREEMENT**

Live Life Your Way trainers will use their skill and knowledge to design and implement a safe program of exercise to take into account the personal goals, fitness levels, and exercise likes & dislikes of the client. The trainers will provide the coaching, supervision (in the case of a face-to-face client), advice and support that the client may need to help them achieve their goals. The clients progress will be regularly monitored and the program revised and adjusted accordingly, if and when required.

Live Life your Way will provide and/or arrange the necessary venue and equipment for all training session in the case of face-to-face clients working at the Live Life training studio.

All client information will be kept strictly private and confidential. However if a trainer required further information from any type of fitness or medical practitioner regarding the health of a client, the client will provide such information.

Both the client and trainer will give a 100% genuine effort. To that effect clients MUST arrive for their sessions at least 5-10 minutes prior to their booked start time, to 'warm up' and 'activate' as per their training program so that a full session can be achieved. Clients must also complete their cool down and stretching requirements after a session as per their program. If this doesn't happen, then time will be taken out of the training session to complete the 'warm up', and may cause a loss of training time.

The client is required to wear the appropriate clothing and footwear during a session. Clothes should be loose fitting and non-restrictive for ease of mobility. Footwear should be comfortable, provide adequate support, and be closed in.



All clients are required to fill in a health questionnaire at point of consultation before commencing any exercise program. Your trainer may require a letter from your GP in certain circumstances.

A minimum of 24 hours notice of cancellation for all appointments is required from clients. A notice of less than 24 hours will incur a full payment of the session fee and a loss of a session. As the Live Life Your Way trainers time schedules are very tight, it may not be possible to schedule a make-up session without sufficient notice. If a client is LATE for a session, the session will not be extended and will end at the appropriately scheduled time so as not to 'eat into' the time for the following client.

Clients must maintain communication with their trainer. A lapse of more than 7 days could result in a lost time slot. Rescheduling a session time slot will be accommodated on a first come, first serve basis. If you need to reschedule occasionally (to be decided at the discretion of the trainer) that is OK, however if it happens consistently then it may result in a loss of a regular time slot. The client understands that if they receive a credit for a missed or rescheduled time slot then that credit must be used within 30 days or the credit will be waived.

The client understands that at times the rates of the trainer are subject to possible change. Services pre-paid by the client, which are unused at the time of change, will be honoured at the pre-paid price.

The client understands that the outcome of any fitness program will be due to the work that the client (or participant) does, what the clients abilities are, and the clients genetic make-up. The factors outside of the personal training session (be it face-to-face, or APP based client) are outside of the control of the trainer. What the client does outside of the training session is totally the responsibility of the client (or participant).



All client/trainer agreements have a minimum term of 30 weeks. If a client wishes to put their training on 'hold' for any reason (holidays, etc) there will be a "Hold" payment of \$30 per week payable to Live Life Your Way for maintaining the clients position within their services (up to a maximum of 60 days 'holding', then normal payments must resume).

If a client wishes to cancel their training outside their minimum contract period (as all Client / Trainer Agreements are considered to be a contract with no official end date) then 60 days PAID notice is required as per the clients regular payment schedule. If a client wished to cancel within their contracted minimum period, then the remaining term must be paid in full up to the minimum date, or 60 days notice, whichever is longer. If the client has their training scheduled for a 'hold' payment for any reason during that 60 days, then the cancellation period is extended for the time of the 'hold'.

A client can avoid a cancellation payment if they can find a person to 'transfer' their training agreement to. This results in a new client 'taking over' said training agreement and payments continuing from the new client for the period of the training agreement of the previous holder.

A cooling off period of 48 hours is applicable to both the client and the trainer for all training agreements. After the 48 hours, if neither party has cancelled, then it is 'a given' that the parties have agreed to proceed and the agreement is in full effect.

The face-to-face client understands that a failure to pay within 21 days can result in cancellation of the program and an automatic creation of a 'finalising invoice' for the remaining payment for the period of the contract, of for the 30 days cancellation notice (whichever is longer). If the client is paying by direct debit, there could be a bank or direct debit transaction fee associated with this (please refer to your direct debit form).



Our trainers may be required to take photos or video for client training purposes, visual progress checks, or promotional purposes and social media. The client gives permission for this.

The client understand that in the case of a face-to-face client there will be some touching between the trainer and the client. This is required for supporting, instructing, stretching, taking of physical measurements, etc during training sessions. The client gives permission for this.

All Live Life Your Way trainers will be courteous and polite to all clients. At the same time, trainers will not tolerate or accept any physical or verbal or mental abuse from clients in any form.

(The client trainer agreement is applicable to ALL Live Life Your Way and Motiv8U APP signed clients, and applies throughout the period of the training contract until the agreement is terminated by mutual agreement or transferred as per the terms above.)

Updated February 2023 (previous version Jan 2022) (client trainer agreement may be updated without notice at times)