
**TERMS AND CONDITIONS FOR PERSONAL FITNESS TRAINER SERVICES
PROVIDED BY: UNITE FITNESS
(FOR BOOKING A SINGLE SESSION OR A PACKAGE OF SESSIONS)**

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision of any Training Session (as defined in Clause 1 below) by **Unite Fitness Glasgow, 137 Shawbridge Street, G43 1QQ** as a self-employed individual of 33 Corroul Road, G43 2DZ; and
- B. where the client is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| “Business” | means any business, trade, craft, or profession carried on by You or any other person/organisation; |
| “Consumer” | means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us comprising one or more Training Sessions for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business; |
| “Our Premises” | means the premises where We provide Training Sessions at the gym or fitness facility or health club at 137 Shawbridge Street, G43 1QQ but in Clause 3.17 it means “business premises” as defined in the Regulations, and for the avoidance of doubt it does not include Your Premises in relation to any Session/s that We agree to provide at Your Premises; |
| “Price List” | means Our standard price list for all Training Sessions which We offer. The list of Training Sessions and their prices is available from website, social media platform or by email; |
| “Registration Form” | means the registration form that We provide to You for You to apply to register; |
| “Regulations” | means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; |

“Services”	means testing and assessment of (without limitation cardiovascular system, heart rate, muscle strength, body composition, endurance and flexibility); physical training; exercise; aerobics; aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; resistance exercise, use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weightlifting; goal setting; exercise prescription; nutrition advice; weight loss; muscle toning; strength building; development of training plans; motivating, leading and instructing; massage and animal flow; and any other training activities, techniques and/or exercises in person or online.
“Training Session”	means any session of 30 to 90 minutes (including any time needed to change into any necessary clothing for the session or for any warm up) that We provide for You on an individual basis, comprising any of the Services, and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such session in accordance with any programme of training that We advise and agree with You from time to time;
“We/Us/Our”	means the company whose name is set out above and whose place of business and contact address is set out above and includes all Our staff (employees and self-employed contractors);
“You/Your”	means an individual to whom We agree to provide any Training Session; and
“Your Premises”	means any premises other than Our premises at which We agree from time to time to provide any Training Session(s) for You.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Registration

- 2.1 In order to attend any Training Session You first have to register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions, which can be found on the app/website.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 or over and a “Consumer”, and that You agree to these Terms and Conditions, including but not limited to the fitness, health and safety matters and rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may book and attend a Training Session only once We have accepted your request and payment. Our acceptance of Your application to register means that We agree that You may then (but not otherwise) book a Training Session. Our decision whether or not to accept Your Registration Form is in Our absolute discretion.
- 2.4 When We confirm that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Training Sessions, and Consumer Rights

- 3.1 You must be 18 or over and a “Consumer” to book and attend any Training Session.
- 3.2 A time/date slot for a Training Session is subject to availability. No priority is given, and a Training Session time/date slot will be offered on a first-come-first-served basis. We will not reserve or guarantee any particular time/date slot for any Training Session unless and until You book and pay for it.
- 3.3 You may book a Training Session in person, by message email, or through Our app or website as a single Training Session.
- 3.4 We will only provide a Training Session to You if You have pre-booked and paid for it.
- 3.5 When you book and pay for any Training Session, You must book (or, as set out in sub-Clause 3.10 below, rebook to replace any booked Training Session cancelled) for a date which is no more than 2 weeks after the date when You make and pay for that booking or rebooking. A Training Session not booked (or rebooked) and taken within that period will be lost and, unless You cancel it and are entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.
- 3.6 If You pay for any package of Training Sessions, but You do not at the same time book the date/s for all of the number of Training Sessions included in the package, You should then ensure that You book dates for all of the package which fall within the 4 week period after the date when You pay for the whole package. Any Training Sessions paid for as part of a package but not booked for dates falling within that 4 week period cannot be taken and will be lost, and We will not refund any payment You have made for them. Where You pay for a package, We will use all reasonable endeavours to agree all dates for it which fall within the said 4 week period.
- 3.7 Your request for a booking for a Training Session (whether or not it is paid for as part of a package) will be an offer, but whether We accept any booking for it will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Training Session and You have paid for it will there be a binding contract between You and Us for that Training Session. If You wish to purchase a package of 4, 8 or 12 or more

Training Sessions and You pay for that package, and in Our discretion We accept that purchase, Our contract with You will be for all of the Training Sessions within that package which You then or later book.

- 3.8 When You book any Training Session, We will require You to pay Us in advance for it, and We will be entitled to keep some or all of that payment as set out in sub-Clauses 3.10 or 3.11 below if You later cancel the Training Sessions without giving Us the prior notice that We require to be given as explained in the following provisions of this Clause 3.
- 3.9 If You arrive late for any Training Session, We will not extend the length of it beyond its scheduled finishing time unless We specifically agree to do so at the time when You arrive. We may treat a Training Session that You have booked as cancelled by You without notice to Us if You arrive more than 5 minutes after the start of the Training Session or You tell Us at any time that You will be arriving more than 5 minutes after its start, or You do not attend it at all. If We treat the Training Session as cancelled in any such case, We may then (but We are not obliged to) give Your time/date slot for it to any "wait-list" or other client wishing to book that time and date slot. We may decide to make a charge to You for that cancelled Training Session, and sub-Clause 3.11 below will then apply.

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- 3.10 You may cancel a Training Session without charge if You give Us at least 24 hours prior notice of the cancellation. If You do so We will refund to You any sum You paid in advance unless when You cancel You ask instead to rebook for a later date and if We then, in our discretion, accept that substitute booking.
- 3.11 If You do not give Us at least 24 hours prior notice of cancellation of a Training Session, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but that charge will be limited to:
- 3.11.1 100% of the Full Price of that Training Session where that prior notice is less than 12 hours;
 - 3.11.2 75% of that Full Price where that prior notice is more than 12 hours but less than 24 hours; and
 - 3.11.3 50% of that Full Price where that prior notice is more than 24 hours but less than 48 hours.

For this purpose the "Full Price" means the actual price paid where the Training Session was booked as a stand alone session or, where it was booked as part of a package.

- 3.11 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Training Session without giving Us at least 24 hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 3.
- 3.12 We may cancel a Training Session booked by You at any time before the time and date of that Training Session in the following circumstances:
- 3.12.1 The required fitness trainer necessary for the Training Session is not available; or
 - 3.12.2 An event described in sub-Clause 8 below occurs and continues for more than 48 hours; or

3.12.3 We find that you are not a “Consumer” (as defined in Clause 1 above).

If We cancel a Training Session in such circumstances We will refund to You in full the payment that You have made to Us for that Training Session

- 3.13 We will use all reasonable endeavours to start the Training Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Training Session or by other circumstances. If a delay to the start is at least 15 minutes, or, if at any time before or after You arrive for a Training Session We notify You that there will be a delay of at least that time, You may cancel the Training Session and We will refund to You in full the payment that You have made to Us for that Training Session unless it was paid for as part of a package in which case the final paragraph of sub-Clause 3.13 (as to rebooking of, or refund for, a cancelled session) will also apply to cancellation under this sub-Clause 3.14.
- 3.14 Training Sessions, packages and prices and fitness trainers are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.15 We may immediately terminate a Training Session if Your conduct is in Our reasonable opinion unacceptable, or if it amounts to Your breach of these Terms and Conditions. You will not be entitled to any refund for a Training Session started but not completed in such a case.
- 3.16 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 3.17, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Training Session during the 14 day period after We accept that booking, but if the booking includes any Training Session on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Training Session in that 14 day period and We do so, You may not cancel that requested Training Session and You must pay for it in accordance with Clause 4, and You may only cancel any other Training Session covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 3.17, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Training Session(s) covered by that booking that We have provided. For this purpose, where any one or more Training Sessions has been paid for as part of a package, then You may cancel such Training Session(s) (either booked for any date(s) after that 14 day period or not yet booked), and We will refund for each such cancelled Training Session the total package price amount paid divided by the total number of Training Sessions in that package.

4. Fees and Payment

- 4.1 You must pay in accordance with Our Price List for all Training Sessions that We fully and correctly provide to You.
- 4.2 You may pay Us for Training Sessions using any of the following methods:
- 4.2.1 Stripe Online Booking System or app online booking system (My PT Hub);
- 4.3 We may alter Our prices without prior notice, but if the price of any Training Session increases between the time when You book it and the date of the

Training Session, the price increase will not apply to You for the Training Session on that date.

- 4.4 All prices of Training Sessions shown in the Price List are inclusive of VAT if applicable.

5. Eligibility to receive a Training Session

- 5.1 We only make any Training Session available to a “Consumer” (as defined in Clause 1 above), and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to attend any Training Session. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Training Sessions. If at the time of such cancellation You have paid for Training Sessions as a package but have not yet attended one or more such Training Sessions, We will refund You for those Training Sessions not yet attended and the refund will be for the number of package Training Sessions not attended pro rata to the total number of Training Sessions in the package as a proportion of the price paid for the whole package.
- 5.2 We will not accept Your application to register or make any Training Session available to You unless You are aged 18 or over. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

- 6.1 You acknowledge that Training Sessions may be physically strenuous and You agree that You voluntarily participate in such Training Sessions with full knowledge that even if We and the relevant fitness trainer is not negligent there is a risk of personal injury, illness or death arising from Your participation in such Training Sessions.
- 6.2 You will at all times be responsible for Your own state of health, physical condition and wellbeing. You must ensure that you are fit and well enough to participate in any Training Session that You book. Certain Training Sessions or parts or aspects of such sessions and/or of fitness programmes may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 6.2 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Training Session, and where necessary, You must obtain clearance from a relevant professional medical or other adviser before booking or attending any Training Session. We cannot and do not provide any such advice or clearance.
- 6.3 You agree that when You register and when You book and attend any Training Session, that will be Your confirmation that You have no health or fitness problems which may affect your participation in any Training Sessions, and that You have obtained medical or other clearance where necessary.
- 6.4 When You request a booking for a Training Session and if at least 48 hours before You attend any Training Session, You tell Us at that time about any medical, health or fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.

- 6.5 If You do not tell Us before a Training Session of anything referred to in sub-Clause 6.3 or 6.4 that We then discover, We will be entitled not to provide some or all of that Training Session or any other Training Sessions and to treat any such Training Sessions (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Training Session (or part of it) as set out in sub-Clause 3.11 above. If that Training Session is part of a package, We may also cancel any other remaining Training Sessions in the package and in that case We will refund You for each of the remaining Training Sessions that We cancel an amount equal to the total package price divided by the total number of Training Sessions in the total package.
- 6.6 You must not attend any Training Session when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 6.7 If You need to change Your clothing when You arrive for a Training Session and/or You need to discuss or deal with any administrative matter before a Training Session, or We have informed You that the time/slot for Your Training Session does not include time for a warm-up but that a warm up routine specified by Us is needed before You start Your Training Session, You should arrive at least 10 minutes prior to the time slot booked for Your Training Session to allow for a prompt start. If You know You are going to be late for a Training Session, You should contact Us to tell Us as soon as You can before the Training Session time slot start time. If You arrive later than the time slot start time, We may not permit You to participate in the Training Session for health and safety reasons.
- 6.8 You acknowledge and agree that a Training Session usually involves a certain amount of physical contact between Our fitness trainer and a client to ensure proper technique or to provide support.

7. Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke anywhere on Our Premises;
 - 7.1.2 bring to Our premises any child/ren under the age of 17 as We do not have anyone to supervise them;
 - 7.1.3 bring any animals into Our Premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
 - 7.1.4 while participating in training, bring any crockery, glass, drink (except water) or food into any part of Our Premises. Only water, either in a plastic bottle or paper cup, is permitted in Our premises.
- 7.2 Generally, You will need to wear loose clothing and training shoes for Training Sessions but if a Training Session requires any other or any specific type of clothing, footwear or other items, We will tell You beforehand of such specific requirements and You must provide the necessary items for Yourself. Clothing and footwear not worn for the Training Session should be stored in the location that We tell You about. If You do not comply with any of these dress requirements, We may cancel the Training Session without liability for any refund or other amount.

8. Events beyond our reasonable control

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Training Sessions as necessary. You may, without liability to Us, cancel any Training Session(s) which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Training Session(s). Where the cancelled Training Session(s) is/are part of a package, We will refund You for each such Training Session an amount equal to the total price for the package divided by the total number of Sessions in the package.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide or sell all Training Sessions to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 We make no warranty or representation that any particular result will be brought about as a result of taking part in any Training Session/s. Results will differ from client to client depending on various factors, including, without limitation, body type, and nutrition.
- 9.4 Our fitness trainers are qualified to Level 3 of the Personal Training Certificate and possess an up to date Emergency First Aid certificate. Accordingly, s/he/they is/are appropriately qualified and insured to conduct Training Sessions. However, Our fitness trainers are not medical or health professionals, and they do not have expertise to diagnose medical conditions or impairments, his/her/their advice does not include any medical or similar advice and it is not a substitute for advice provided by an appropriate medical, health, fitness, or other professional therapist.
- 9.5 If You bring any personal belongings on to Our Premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us. We will not be responsible for any loss or damage to Your personal belongings caused by any other client, guest or visitor to Our Premises even where You leave or store them in any place at Our premises referred to in Clause 7.2. We therefore advise You not to bring any valuable belongings to Our Premises.
- 9.6 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.7 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act

2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 9.7.1 the Consumer Rights Act 2015;
 - 9.7.2 the Regulations;
 - 9.7.3 the Consumer Protection Act 1987; or
 - 9.7.4 any other consumer protection legislation
- as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Policy available from our website, app and premises.

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

- 13.1 all of the information described in Clause 12; and
- 13.2 any other information which We give to You about any Training Sessions or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Training Sessions;

will be part of the terms of Our contract with You as a Consumer.

14. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Training Sessions or any other complaint about Us, please raise the matter with Us who can be contacted at Our Premises or by email or telephone.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Scotland, as determined by your residency.