

#### PERSONAL TRAINING CLIENT CONTRACT

This Agreement is made on the	day of	, 2025	
Between:			
Morgz Fitness, operated by Gilbert M principal place of business at Pure Gy Cheshunt, Waltham Cross, EN8 0QE.	ym, Cheshur	·	
AND			
Client Full Name:			

The purpose of this agreement is to set forth the terms and conditions under which the Morgz Fitness agrees to provide a commitment and responsibility of personal training services to the client. This agreement will also set forth the terms and conditions under which the client agrees to provide a commitment and responsibility to the service provided by Morgz Fitness.

#### **SECTION A:**

## Morgz Fitness' Commitment and Responsibility to you:

## 1. Confidentiality

- **1.1** All personal and health information provided by the Client shall be kept confidential and stored securely in accordance with data protection regulations (UK GDPR).
- **1.2** Information shall not be shared without written consent unless required by law.

#### 2. Services Provided

Morgz Fitness agrees to work within the scope of practiced and learned knowledge and competencies as a Registered Exercise Professional (REPS), and provide the following services\*

- **2.1** One-to-one personal training sessions.
- **2.2** Exercise programme design and progression.
- **2.3** Basic nutritional advice and lifestyle guidance.
- 2.4 General accountability and support.

\*Services are provided either in person or online, depending on prior agreement.

## 3. Client Health & Safety

- **3.1** Ongoing attention to safe practices and risk minimization during all training activities.
- **3.2 Medical Clearance:** In the event of any issues from Physical Activity Readiness Questionnaire (PAR-Q), the Client will be strongly advised to seek medical clearance from a general practitioner or relevant healthcare provider before beginning any new exercise programme, particularly if they have existing medical conditions, are pregnant, taking medication, or have not exercised in a long time.
- **3.2 Hydration and Nutrition:** Morgz Fitness will ensure the client maintains proper hydration and follow balanced nutritional habits. While Morgz Fitness may provide general nutritional guidance and assistance with meal preparation, it does not constitute to clinical dietary advice. For specific dietary requirements, food intolerances, or medical conditions, the Client should consult a registered dietitian or nutritionist.

### 4. Referral

**4. 1** When it is in your best interest to see another health professional, with your consent, an appropriate referral will be made for you.

#### 5. Recommendations

**5. 1** Using our judgment and experience, Morgz Fitness will suggest certain exercises and other lifestyle advice that we believe will help you achieve your personal goals. If at any time you have specific requests, please communicate this so your requests can be accommodated.

#### 6. Annual Leave

**6. 1** During periods of emergency annual leave, Morgz Fitness will clearly communicate with the client of this. Subscriptions will be paid in full as usual, so sessions with the client will be rescheduled and all sessions made up to the client with prior arrangement with Morgz Fitness.

### 7. Liability

- **7.1** Morgz Fitness shall not be liable for failure to provide services due to \*circumstances beyond reasonable control, including illness, injury, government restrictions, or acts of God.
- **7. 2** Any sessions with the client that cannot be provided for due to circumstances beyond reasonable control, the sessions will be rescheduled and all sessions made up to the client with prior arrangement with Morgz Fitness.
- 7. 3 Any injury sustained by the Client during sessions due to failure to follow instruction.
- 7. 4 Loss or damage to personal property.
- **7. 5** Any health issue arising from non-disclosure of medical conditions.
- \*This clause does not exclude liability for death or personal injury caused by negligence.

#### **SECTION B:**

## **Client Commitment to Morgz Fitness:**

#### 8. Session Terms

- **8. 1** Sessions shall be **60 minutes** per session (unless agreed otherwise).
- 8. 2 The Client must give at least 24 hours' notice to cancel or reschedule a session.
- **8. 3** Failure to provide sufficient notice may result in the session being forfeited and non-refundable.
- **8. 4** Sessions must be used within the agreed programme duration (unless otherwise stated).

#### 9. Fees and Payment

Payment option:

- **9. 1** Direct debit (Weekly, Bi-weekly or Monthly payments).
- **9. 2** Paypal/Bank Transfer (all upfront).
- 9. 3 The Client agrees to pay the Trainer at the pay-as-you-go base rate of £45 per session.
- **9. 4** Morgz Fitness will enforce late fees to cover for administrative tasks associated with managing overdue payments.
- **9. 5** First response to a late payment will result in escalating the issue with a formal letter before an action if the payment remains outstanding.
- **9. 6** The late payment fee will result in the loss of future session bookings and the percentage of the outstanding balance.
- **9. 7** The Client agrees to pay the Trainer for package / subscription rate:

One-on-One Personal Training	(please tick boxes that apply)
GOLD <b>4-WEEKS</b> PACKAGE at the rate of <b>£35</b> per session	ion, <b>3 session</b> per week

Or
GOLD <b>4-WEEKS</b> PACKAGE at the rate of <b>£40</b> per session, <b>2 session</b> per week
Weekly direct debit payment
Bi-weekly direct debit payment
Monthly direct debit payment
DIAMOND <b>8-WEEKS</b> PACKAGE at the rate of <b>£35</b> per session, <b>3 session</b> per week
Or
DIAMOND <b>8-WEEKS</b> PACKAGE at the rate of <b>£40</b> per session, <b>2 session</b> per week
Weekly direct debit payment
Bi-weekly direct debit payment
Monthly direct debit payment
PLATINUM <b>12-WEEKS</b> PACKAGE at the rate of <b>£35</b> per session, <b>3 session</b> per week
Or

PLATINUM <b>12-WEEKS</b> PACKAGE at the rate of <b>£40</b> per session, <b>2 session</b> per week
Weekly direct debit payment
Bi-weekly direct debit payment
Monthly direct debit payment
Group Sessions Personal Training
GOLD Group <b>4-WEEKS</b> PACKAGE at the rate of <b>£30</b> per session, <b>2 session</b> per week.
Weekly direct debit payment
Bi-weekly direct debit payment
Monthly direct debit payment
DIAMOND Group <b>8-WEEKS</b> PACKAGE at the rate of <b>£30</b> per session, <b>2 session</b> per week.
Weekly direct debit payment

Bi-weekly direct debit payment  Monthly direct debit payment	
PLATINUM Group <b>12-WEEKS</b> PACKAG	E at the rate of <b>£30</b> per session, <b>2 session</b> per week
Weekly direct debit payment	
<b>Bi-weekly</b> direct debit payment	
Monthly direct debit payment	
Client Name	
Client Signature	
	iner for a one-off payment in return for a discounted d 8-weekly and platinum 12-weekly packages):
One off payment with discount	(please tick boxes that apply)

# **One-on-One Personal Training**

DIAMOND <b>8-WEEKS</b> PACKAGE (block of 24 sessions) <b>3 session</b> per week:
From <del>£840</del> to <b>£756</b> with <b>10% off</b>
Or
DIAMOND 8-WEEKS PACKAGE (block of 16 sessions) 2 session per week
From <del>£640</del> to <b>£576</b> with <b>10% off</b>
PLATINUM <b>12-WEEKS</b> PACKAGE (block of 36 sessions) <b>3 session</b> per week
From <del>£1260</del> to <b>£1134</b> with <b>10% off</b>
Or
PLATINUM <b>12-WEEKS</b> PACKAGE (block of 24 sessions) <b>2 session</b> per week
From <del>£960</del> to <b>£864</b> with <b>10% off</b>
Group Sessions Personal Training
DIAMOND Group <b>8-WEEKS</b> PACKAGE (block of 16 sessions) <b>2 session</b> per week
From <del>£480</del> to <b>£424</b> with <b>5% off</b>

PLATINUM Group <b>12-WEEKS</b> PACKAGE (block of 24 sessions) <b>2 session</b> per week
From <del>£720</del> to <b>£648</b> with <b>10% off</b>
Client Name
Client Signature

#### 10. Termination

- **10. 1** Either party may terminate this agreement by providing **7 days' written notice**. Refunds (if applicable) for unused sessions will be at the Trainer's discretion, minus any cancellation fees.
- **10. 2** All clients must serve the full minimum term within their subscription (4-weekly, 8-weekly or 12-weekly block session). Once all sessions have been completed, clients can cancel subscription at any time with a minimum notice of 2 weeks.
- **10. 3** Failure to make payment on time for a subscription will result in the client sessions being forfeited.

### 11. Cancellations and Refund Policy

- **11. 1** All payments are non-refundable except in cases of medical emergency with supporting documentation.
- **11. 2** Any request to cancel the subscription agreement will need to be written in an email or letter.
- **11. 3** Clients understand that refunds due to cancellation are not available for services unless previously discussed. This is subject to change in certain circumstances\* with proven medical or non-medical documents.

\* Injury that medical prescription requires stop of exercising.

\* Death of family member.

In the above circumstances, the programme will continue for the remaining month and cancellation will occur in the following month.

### 12. Lateness and Rescheduling Sessions

- **12. 1** Clients arriving late will receive the remaining scheduled session time unless other arrangements have been previously made with the trainer.
- **12. 2** Personal training sessions that are **not** rescheduled or canceled **24 hours in advance** will result in forfeiture of the session and a loss of the financial investment at the rate of one session.

#### 13. Client Responsibilities

#### The Client agrees to:

- **13. 1** Disclose any relevant medical or physical conditions prior to training.
- **13. 2** Wear appropriate attire and bring water to each session.
- **13. 3** Follow all reasonable instructions provided by the Trainer.
- **13. 4** Notify the Trainer immediately of any changes to health, injury, or discomfort during sessions.

#### 14. Health and Safety

#### The Client confirms that:

- **14. 1** They have consulted with their GP or relevant health professional before commencing any fitness programme, if required.
- **14. 2** They understand the risks involved with physical exercise and agree to participate at their own risk.

### 15. Governing Law

**15. 1** This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **SECTION C:**

# **Session Frequency and Training Package Agreement:**

# 16. Session Frequency

**16. 1** Clients are entitled to personal training sessions as outlined in the training package they have selected. The frequency of sessions will be agreed upon at the start of the programme and will typically occur on a **4-weekly** or **8-weekly** or **12-weekly** basis, depending on client goals, availability, and trainer scheduling.

**16. 2 Training Packages -** Clients must agree and choose from one of the following Morgz Fitness packages at the time of registration:

#### **One-on-One Sessions**

GOLD <b>4-WEEKS</b> PACKAGE – <b>2 session</b> per week	
DIAMOND 8-WEEKS PACKAGE – 2 session per week	
PLATINUM <b>12-WEEKS</b> PACKAGE <b>– 2 session</b> per week	
Or	
GOLD <b>4-WEEKS</b> PACKAGE <b>– 3 session</b> per week	

expires.

**SECTION D:** 

DIAMOND 8-WEEKS PACKAGE – 3 session per week
PLATINUM <b>12-WEEKS</b> PACKAGE <b>– 3 session</b> per week
Group Sessions
GOLD Group <b>4-WEEKS</b> PACKAGE – <b>2 session</b> per week
DIAMOND Group 8-WEEKS PACKAGE – 2 session per week
PLATINUM Group <b>12-WEEKS</b> PACKAGE <b>– 2 session</b> per week
<b>16. 3</b> The client agrees to attend sessions consistently in line with their chosen package. Unused sessions must be used within the duration of the package and cannot be rolled over or refunded unless otherwise agreed upon in writing.
<b>16. 4 Session Scheduling -</b> Sessions will be scheduled in advance and confirmed by both the client and the trainer. Any changes to the schedule must be communicated with at least 24 hours' notice.

**16. 5 Package Term and Renewal -** All training packages are valid for a specified period, typically 4, 6 or 12 weeks, and must be completed within that timeframe. Renewal or changes to the package can be arranged with the trainer before the current package

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### 17. Fee Adjustment Clause

The current standard hourly rate for personal training sessions is **£45**, with discounted rates available through select personal training packages. Clients are hereby notified that all rates, including both hourly and package pricing, are subject to an annual adjustment in line with UK inflation.

Effective **1st April each year**, all service fees will be increased by **5.56**%, or an equivalent percentage in line with the prevailing UK national inflation rate, whichever is applicable at the time. This adjustment is intended to reflect the increased costs of service provision and ensure continued high-quality delivery.

Clients will receive no less than **30 days' notice** prior to the implementation of any fee changes.

By entering into this agreement, the Client acknowledges and agrees to the terms of this fee adjustment policy.

#### **SECTION E:**

## **Entire Agreement**

This document constitutes the entire agreement between the parties. No verbal assurances or promises shall be binding unless confirmed in writing.

I, the undersigned, hereby expressly and affirmatively state that I realize that my participation in this activity involves risks of injury and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries, which may arise due to my participation in this activity and that it is not possible to specifically list each and every individual injury risk. However, knowing the material risks and anticipating that other injuries and even death are a possibility, I hereby expressly assume all the delineated risk of injury, all other possible risks of injury and even death which could occur by reason of my participation.

I certify that my answers to the questions outlined in the PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q) are true and complete to the best of my knowledge. I understand

and agree that it is my responsibility to inform my Trainer of the conditions or changes in my health, now and on-going, which might affect my ability to exercise safely and with minimal risk of injury.

I have had an opportunity to ask questions. Any questions which I have asked, have been answered to my complete satisfaction. I subjectively understand the risk of my participation in this activity and knowing and appreciating these risks I voluntarily choose to participate, assuming all risk of injury or even death due to my participation.

By signing this agreement, I acknowledge and agree to the terms outlined in this contract, including the commitment to all agreed fees, payment schedules, session bookings and fee adjustments. Payments are to be made in advance of any sessions and are non-refundable unless otherwise stated. I understands that a minimum of 24 hours' notice is required for cancellations or rescheduling; failure to provide such notice will result in the session being charged in full. All sessions must be used within the stated validity period of the package purchased, and any unused sessions beyond this period may be forfeited. This agreement reflects a mutual commitment to professionalism, punctuality, and respect, and by signing below, I agree to adhere to these terms throughout the duration of the training programme.

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te:/ <b>/ 2025</b>	

**Gilbert Morgan: (Personal Trainer)** 

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Effective	Date: [ <b>U</b> ¡	odated July 2	025]
Signed:			
Date:	/	/ 2025	