

# PERSONAL TRAINING AGREEMENT

## PAYMENT TERMS

1. Payment for PT must be made in advance of any training sessions taking place.
2. Personal Training sessions need to be taken within the time frames set out below, or they will be forfeited:
  - Kickstart (3 pack) – 30 days from purchase
  - Accelerate (10 pack) – 90 days from purchase
  - Full Throttle (PT by DD) – within 4 weeks from relevant fortnightly billing date.
3. PT sessions that are paid for by Direct Debit are subject to an initial 12 weeks commitment (Initial PT Period).
4. We will review your PT fees periodically and may change them from time to time. We will give you at least 14 days' notice by displaying the proposed change in the club.

## CANCELLATION OF YOUR PT SESSION

5. If, for any reason, we need to cancel your appointment within 24-hours, your next scheduled PT session will be provided free.
6. In return, we require 24-hours' notice of any cancellation or rescheduling. Failure to do so will result in being charged the full session rate.
7. PT by Direct Debit can only be cancelled after the Initial PT period has been completed. After this time, any cancellation to PT by Direct Debit must be made at least 3 days prior to your next scheduled Direct Debit payment by completing a change of circumstances form or otherwise providing written notice at your Home Club. Once PT by Direct Debit is cancelled, this PT Agreement will terminate.

## REFUNDS AND TRANSFER

8. If you are unable to continue your scheduled PT sessions due to medical reasons, a refund may be available for the remaining sessions. You will need to submit a letter from your doctor clearly stating exercise restrictions prior to a refund being considered.
9. Refunds are not provided under any other circumstances.
10. If your Personal Trainer is away on holiday or sick leave, please contact your Club Fitness Manager and you will be allocated a temporary replacement Trainer for the duration of their absence. Refunds will not be given on sessions that have to be rescheduled under these circumstances.
11. If your Personal Trainer is no longer with Virgin Active, your Club Fitness Manager will allocate you another Personal Trainer who is suitable to your needs, and will supply them with your complete training history. Refunds will not be provided under these circumstances.
12. You may not transfer your PT Agreement or sessions to another person.

## LATE ARRIVALS

13. If your Personal Trainer is more than 10 minutes late for your session, you will receive a free session of PT, arranged at a mutually convenient time for you and your Personal Trainer.
14. If you're late for your session, your session length will be deducted accordingly, and you will be charged at the scheduled rate. If you're more than 20 minutes late, the session may be cancelled, and you will be charged for the full session.

## **TRAINERS**

15. If you would like to change Personal Trainers, for any reason, please contact your Club Fitness Manager and she/he will be happy to assist you.
16. Should you experience any pain, discomfort, or injury, during any of your sessions, please inform your Personal Trainer immediately.
17. Prior to, or during, the course of your training, health concerns may arise that may require further input from your doctor, physiotherapist, or other allied health professional. Your Personal Trainer may request your assistance in obtaining that information. Please be aware that your Personal Trainer cannot diagnose and/or prescribe treatment for any form of injury, disease, or other medical problem.

## **RISK AND YOUR HEALTH**

18. Exercising may involve the risk of injury and you exercise at your own risk. Please always monitor your physical condition and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any symptoms occur immediately stop what you are doing.

## **YOUR PERSONAL DATAT**

19. Without both parties consent, please do not take or public any photographs or videos, capture screen, screen record via any form of recording device, including phones or cameras while PT provide services in the session.
20. We take the privacy of our members seriously and our Privacy Policy (available at [virginactive.co.th](http://virginactive.co.th)) explains the ways in which we use and protect your personal information. We will collect personal information from you that may relate to your physical health or condition, including through your Membership Application Form, a Change of Circumstances Form and Health Check Questionnaire. Should you default on payments due to us we may notify the default to a credit reference agency or other third party to obtain payment from you. If you have any request concerning your personal information please contact us.