

PERSONAL TRAINING

JPS Health & Fitness Pty Ltd – Airport West (86 613 218 741)

TERMS & CONDITIONS

GENERAL CONDITIONS

A. GENERAL INFORMATION

1. Session packages are only valid at the JPS Health & Fitness facility in question.
2. For all matters relating to the products and services provided by JPS Health & Fitness, you should contact the relevant Studio Manager by the nominated email:
Airport West – Samuel@jpshealthandfitness.com.au or
Port Melbourne – Dave@jpshealthandfitness.com.au
3. It is the responsibility of the client to do all that is necessary to fully understand the terms of this agreement, this may involve seeking professional legal advice.
4. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it; or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
5. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

SESSION PACKAGES & PERSONAL TRAINING

A. WHAT YOU CAN EXPECT FROM YOUR TRAINER

1. Trainers will utilise their skills, knowledge and experience in preparation and the conducting of training sessions in a way that will take into account Clients personal goals, fitness level, ability and preferences as well as any injuries or potential limitations on training as identified by the Client.
2. The role of the trainer is to provide coaching, supervision, advice and support that the Client may need to help them in performing exercises correctly and safely in efforts to progress and achieve their goals.
3. Trainers will prepare a structured workout plan or training program for the client based on the information gathered from the Questionnaire and ‘Assessment Process’ to be undertaken at the initial stages of a clients training at JPS Health & Fitness.
4. Training programs may be emailed to the Client to the nominated email address below as requested for the Clients own personal records.
5. Nutritional guidance and advice will be provided electronically initially. Subsequent amendments will be made as arranged and agreed between the Client and Trainer.

6. Client progress will be closely monitored and training programs will be revised, amended and adjusted accordingly.
7. All personal information of the Client will be kept private and confidential – However in instances relating to genuine health concerns pertaining to the Client the Trainer may be required to disclose some information to other JPS Health & Fitness personnel, or to Allied Health Professions for advice, referrals or second-opinions.
8. JPS Health & Fitness and its Trainers are not registered or accredited practicing dietitian(s) or Exercise Physiologist(s) accordingly any nutrition advice should be taken as general advice and guidance, which is not intended to be in replacement of any professional or medical advice provided to the Client.
9. Client training sessions will be conducted, supervised and coached by Trainers for duration of 30 minutes, unless otherwise specified or arranged between the Client and responsible Trainer.
10. Weekly-Check In's will be conducted if expressly requested by the Client or, alternatively, if the Client completes one of the provided Check-In documents and emails it to the responsible Trainer.
11. Trainers will be in constant communication with Clients to ensure that they can monitor progress while the Client is external of the facility. This is a matter to be determined between the Trainer and Client to arrange communication frequency and methods that will best suit the Client, their lifestyle and their goals.
12. Clients must park in designated car parks only and do all that is reasonably necessary to abide by neighbouring and local parking and traffic conditions. Please contact the relevant Studio Manager for parking queries.

B. WHAT OUR EXPECTATIONS ARE OF YOU (THE CLIENT)

1. It is important the Clients ensure that they answers provided in the Liability Waiver be honest and accurate, disclosing any information that is, or may be deemed relevant to the Clients undertaking physical activities under JPS Health & Fitness.
2. Trainers may recommend that clearance of advice from a doctor or medical professional be sought, however Clients are responsible for seeking such clearance or advice prior to undertaking physical activity, nutritional or physical intervention at JPS Health & Fitness to prevent risk of illness or injury.
3. Participate in the Assessment Process or any other screening that the Trainer deems relevant or sufficient to clear the Client for training.
4. Dress appropriately and bring a sweat towel or other reasonably requested equipment or apparel.
5. Bring any medication, or medical equipment that may become necessary throughout physical activity.
6. The Client is required to arrive on time to each training session so that the full session can be achieved. It may be preferable (if possible) for Clients to arrive early to warm up or to allow time to complete any pre-habilitation, rehabilitation or other assigned exercises.

7. The client is required to wear appropriate clothing and footwear. Footwear should be comfortable and provide adequate support. Please ensure footwear is clean before entering the studio.
8. If a client elects to take their Training Program out of the JPS Health & Fitness entity then it will become the responsibility of the Client to keep safe, maintain and accurately monitor details of their training.

C. INITIAL DOCUMENTS & HEALTH SCREENING

1. All clients must complete the Questionnaire provided which will be sent electronically to the email nominated below, and in doing so provide as much information that may be relevant for our purposes.
2. If a Trainer recommends or refers the client to a third-party practitioner for assessment or treatment it is the clients responsibility to follow this up and the Trainer is deemed to have done all that is reasonably necessary.
3. JPS Health & Fitness, and any of its subsidiaries reserve the right to refuse service to a client if it is reasonably believed to be appropriate given the information available to them. This refusal will be communicated to the client as soon as it becomes apparent to the concerned JPS representative, and may invoke the 'Late Cancellation' policy depending on the circumstances and reasons for the refusal.

D. CANCELLATIONS, RESCHEDULING AND LATENESS

1. To cancel a pre-booked or scheduled session with a trainer with no charge or cancellation fee JPS Health & Fitness requires minimum of 24 hours notice.
2. Notice of Cancellation must be made either:
 - a. in person at the concerned JPS Health & Fitness facility with the relevant Trainer or Administration personnel or,
 - b. in writing via electronic communication, being either email or text message.
3. If a Cancellation is made inside after expiration of the notice period it will be deemed a 'Late Cancellation' and the session will be charged accordingly.
4. Any charges resulting from Late Cancellations may be communicated to the client on the first instance as a courtesy and reminder of the Cancellation Policy in force.
5. Trainers have discretion as to whether or not a Client will be charged for Late Cancellations, this determination is made on the circumstances under which the Client wishes to make the cancellation and any other factors the Trainer deems relevant.
6. Rescheduling of sessions must be completed outside the 24 hour notice period described above to avoid incurring a late cancellation charge.
7. Clients may be requested by their Trainer to reschedule or vary session times in order to accommodate other clients or other extraneous circumstances that may arise. In such instances we appreciate Client co-operation and are willing to reciprocate as reasonable.
8. If for any reason the Trainer is unable to attend the session the Trainer or any other JPS personnel will notify the Client as soon as practicable, and endeavour to either:

- a. arrange another Trainer to conduct the Client session, or;
 - i. In arranging another Trainer to conduct a Client session in an event of their absence or unavailability for whatever reason, this will first be communicated with the affected Client and confirmation be sought that this is acceptable to them.
 - b. reschedule the session to another time that suits both parties.
9. If a Client is late to their scheduled session time, no extension of time is to be provided by the trainer, and the session will accordingly end at the allotted time.
10. If the trainer is late to the Client scheduled session time, additional time will be added to the session to ensure the minimum duration is met.
11. If at any time throughout training with JPS Health & Fitness the Client feels uncomfortable performing a movement, has or is concerned with risking injury, is not otherwise satisfied with the performance of their Trainer it is the responsibility of the Client to bring this to the attention of their Trainer or the Studio Manager immediately.

OTHER PRODUCTS & SERVICES

A. ONLINE SERVICES

1. Clients purchasing services online agree to all of the aforementioned Terms & Conditions in conjunction with the following.
2. 'Online services' refers to the following:
 - a. 'Online Coaching'
 - b. 'Programming'
 - c. 'Courses, Workshops and Seminars'
 - d. Any other product or service available for purchase online via the 'Company Website'
3. It is up to the customer to take all reasonable steps to ensure that they fully understand what is involved in a product or service offered online, including but not limited to:
 - a. Directly contacting a JPS Representative, and
 - b. Reading product descriptions accurately, and
 - c. Locating and reading any relevant Terms & Conditions, Privacy Policy or other agreements that may be so connected to a product or service, and
 - d. Any other step that reasonably be made prior to purchase.
4. 'Service descriptions' provided on the company website detail the minimum services to be provided and expected by customers who purchase online products or services.
5. Payments are to be made online and in accordance with any third parties Terms & Conditions.
6. All disputes, enquiries or matters are to be dealt with as per General Condition 2.
7. Online purchases are non-refundable under any circumstances.
8. Purchasers agree to not claim or request any refund or raise a dispute by way of Third Party Service Providers, such as PayPal or EziDebit.

9. Online services may be transferred to another party provided a JPS Representative grants written consent from the purchaser and the transferee approves of receipt of the product or service.
10. Online sales may incur a processing fee to cover any costs associated with taking, processing and fulfilling a purchase made and costs associated with any required technology used by us to provide you with the product or service.
11. Payments made under this agreement must be made by the means specified in the Order.
12. If there is a change to any Workshop, Seminar or Course provided or to be provided by JPS Health & Fitness to you, you will be notified in writing a minimum of 24 hours prior to commencement of the service.
13. If you are unable to attend a Workshop, Seminar or Course that was purchased online and provide more than 24 hours notice, you may be afforded the opportunity to attend another Workshop, Seminar or Course up to the same value of the purchase in question at a later date.

B. MEMBERSHIPS

1. All Members agree to all of the aforementioned Terms & Conditions in conjunction with the following.
2. All JPS Memberships are subject to approval by the Studio Manager, and may be revoked at any time if there are reasonable grounds justifying revocation. This may include:
 - a. An exhibit of unreasonable, unconscionable or unsafe conduct by the Member
 - b. Non-compliance with JPS etiquette and gym floor rules
 - c. Breach of any of the terms of this agreement
 - d. Any other reason that the Studio Manager believes to be of a serious nature'
3. Membership approval will be contingent on qualification of the individual having been a 'Client' of JPS Health & Fitness currently or previously, and being competent to perform exercises and movements in a manner that is safe for not only themselves but other personnel that may be so affected by their training and exercise.
4. Membership access is limited to the General Operating Hours. Further access may be refused within 30 minutes of the cessation of the daily General Operating Hours.
5. Members must bring a towel and wear appropriate clothing as deemed so by Studio Management.
6. It is expected of Members that they exhibit the same level of etiquette of all other individuals while inside any JPS Health & Fitness facility, including sharing equipment, communicating politely and respecting others.
7. Notify Studio Management of any defective or damaged equipment or other property of the facility as soon as reasonably practicable, so that it may be promptly repaired or restored.
8. Replace any equipment promptly after using and ensure basic hygiene and cleanliness is upheld.
9. Only use designated common areas and spaces to store personal belongings.
10. Members are wholly liable for any damages that occurs or expenses incurred relating to any fixtures, fittings, equipment or other property of JPS Health & Fitness resulting from their conduct.

PAYMENT METHODS

A. UP-FRONT AND IN FULL

1. Accepted methods of payment are Cash, Electronic Bank Transfer or EFTPOS at the facility.
2. Receipts will not be provided unless expressly requested by the Client, and it is the clients' responsibility to record any Cash payments they make with a trainer to ensure it is appropriately recorded.
3. All session packs that are purchased in full must be paid for in advance at or before commencement of first training session.
4. Session packages of less than ten (10) sessions must be redeemed within six (6) months of the purchase date, all other session packages must be redeemed within one (1) year of the purchase date.
5. Where are client wishes not to continue with their sessions, payments are non-refundable, but may be transferred to another party pursuant to notice and approval of the Studio Manager.

B. DIRECT DEBIT REQUEST SERVICE AGREEMENT

1. For any Direct Debit payments arranged between the Client and JPS Health & Fitness, the Client is presumed to have read and agreed to the Direct Debit Request Agreement document for the terms and conditions as they relate to such arrangements.

C. NON-REFUNDABILITY & TRANSFERRAL OF PURCHASES

1. At no time will any purchases made be refunded, however depending on the product or service concerned a transfer may be available.
2. Written communication of a transfer request must be made directly to the Studio Manager in question, and must include:
 - a. The details of the transferee
 - b. Written consent of the transferee to accept the transfer
3. In instances of transfers of products or services, it is up to the transferer and the transferee to arrange payment independently after approval has been received from the concerned Studio Manager.

D. SESSION PACKAGE EXPIRATION

1. If at the time of subsequent purchases you have outstanding payments due for services rendered by us, this may be considered in this payment agreement. Including, but not limited to, an automatic deduction equivalent to the amount of outstanding sessions owed. You will be notified of this upon *Initial Setup* and afforded an opportunity to rectify or contest any payments due.
2. Payments will not be refunded for any unused services, and any unused services will only be valid until the *Service Expiration* date.
3. All sessions will expire one year after purchase or first payment of this agreement; this will not be extended for any reason.

LIABILITY WAIVER

DISCLOSURE OF INFORMATION

Please answer YES or NO to the questions below:

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? _____
2. Do you feel pain in your chest when you do physical activity? _____
3. In the past month, have you had chest pain when you were not doing physical activity? _____
4. Do you lose your balance because of dizziness or lose consciousness? If yes, explain in detail: _____
5. Do you have a bone or joint problem that could be made worse by physical activity? _____
6. Is your doctor presently prescribing drugs for your blood pressure or heart condition? If yes, explain in detail: _____
7. Are you aware, through your own experience or a doctor's advice other physical reason that would prohibit you from exercising without medical supervision? _____
8. Do you currently have or have you ever had any conditions or diseases in the past? If yes, explain in detail: _____
9. Are you currently taking any medication? If yes, please specify: _____
10. Are you taking any over the counter supplements? If yes, please specify: _____
11. Have you been hospitalised or had surgical procedures within the last two years? If yes, please specify: _____
12. Is there any other information that you believe is relevant or do you know of ANY other reason why you should not engage in physical activity? If yes please explain: _____

CLIENT DETAILS

FULL NAME

DATE OF BIRTH

GENDER (CIRCLE)

MALE / FEMALE

ADDRESS

EMAIL ADDRESS

PHONE NUMBER

EMERGENCY CONTACT

NAME:

PHONE NUMBER

RELATIONSHIP

CLIENT DECLARATION

I, (print name) _____, hereby agree to the terms and conditions of JPS Health & Fitness Pty Ltd (86 613 218 741) set out in this document. Being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health and involves a degree of risk, am voluntarily participating in physical activity with JPS Health & Fitness. Having such knowledge, I hereby release JPS Health & Fitness their representatives, agents, and successors from liability for accidental injury or illness, which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate in said program. I agree to disclose any physical limitations, disabilities, ailments, or impairments, which may affect my ability to participate in said fitness program.

SIGNED:

DATED: