

# **BIOSPHERIC PERFORMANCE**



## **TERMS AND CONDITIONS**

Name:.....

When signing the PAR-Q medical questionnaire you are acknowledging that you have read and understood these terms and conditions.

### **1. This is an agreement or understanding as to how we work together with you. “We” being trainers of Biospheric Performance (BP) primarily Emma Westmacott and “you” being the client.**

- 1.1. Our obligation is to design an exercise session and or program having taken into consideration your goals, likes, dislikes, obligations and ability.
- 1.2. We will endeavour to coach and teach you the skills required to performing these exercises correctly
- 1.3. We will support you in working through this time of change.
- 1.4. In return we rely on you to be true to yourself in what you want to achieve and in the information you give to us and to commit 100% of your attention and energy.

### **2. You must be fit and healthy to train and have declared all issues.**

- 2.1. You take on the responsibility to exercise, and by doing so acknowledge that you are fit and healthy.
- 2.2. If you have any underlying concerns you must seek advice from your GP/Doctor.
- 2.3. Every client must fill in the PAR-Q before commencing working with Biospheric Performance trainers
- 2.4. If you are recovering from an injury or operation you understand that we are moving you forwards little by little and if you experience discomfort this is most often due to doing “a little too much”. Doing “a little too much” may not necessarily be due to the prescribed exercise but is often more likely due to the other things in life that are being done too much, so please take heed to all activities, more often than not the prescribed exercise is exactly what is needed and the external exercise is what should be cut back on.
- 2.5. Any rehabilitation and exercises are entered into jointly and taught how to perform correctly. Recognition should be made to the fact that it often takes more than one lesson to learn something new. If you feel you are unsure or that you are getting pain then stop doing the exercise as most likely it is being performed incorrectly rather than it is a bad exercise. Technique is critical and without guidance and an observer it is always possible to worst scenario do harm or best not get the full benefit of the exercise.
- 2.6. Please acknowledge that rehabilitation is not something that can be rushed - it takes time and patience.



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- 2.7. Human fitness and rehabilitation is very 3 dimensional and there are many influences that can affect the body, sleep, nutrition, stress levels, hydration.

## **3. Time and Financial Agreement.**

- 3.1. There are a few options:

- 3.1.1. Assessments are 1.5 hours long and currently cost £80, from this you will have an understanding as to what is happening with your body, a long term plan and some exercises to start the journey.
- 3.1.2. Sessions are 1 hour long and currently cost £60 per session for 1 client
- 3.1.3. Written reports are charged on an hourly rate at the discretion of the trainer.
- 3.1.4. Block of 10 sessions is currently at a reduced rate of £55 per session (£550) for 1 person
  - 3.1.4.1. A block of 10 sessions has a 10 month time limit and is not refundable after this time
  - 3.1.4.2. The idea behind the block is to encourage you to train regularly and so be rewarded for this with a reduced rate in order to make it more affordable.
  - 3.1.4.3. Change only happens with regular correct practice, hence the need of regular check ups
- 3.1.5. Sessions for 2 people are at £75 per session or £650 for a block of 10

## **4. All sessions are to be paid for up front - either by BACS, cheque or cash**

- 4.1. This is to get you into a routine and make you learn to keep the appointment with yourself for your improvement.

## **5. Late arrivals**

- 5.1. Sessions are 55-60 mins long and start at the scheduled time
- 5.2. Sessions cannot usually be extended to make up client lateness
- 5.3. Any client who has not arrived within 20 mins of the allowed start time shall be deemed to have cancelled the session, and loose the fee.

## **6. Cancellation policy.**

- 6.1. Once an appointment is entered into the diary there is a 36 hour cancellation policy in place. This means:
- 6.1.1. From Tuesday midday - Friday 2100, cancellation must be 36 hours notice of the preceding consecutive days.
  - 6.1.2. Cancelling on Monday 6am - Tuesday Midday needs to be done the working hours of the week before on Thursday midday - Friday evening respectively



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- 6.2. Without 36 hours notice the session is fully chargeable when a client is unable to attend even including daily, work, illness or family commitments.

## **7. Refunds**

- 7.1. Sessions are non refundable after the 10 month expiry period is up.
- 7.2. Sessions are refunded at the trainers discretion and are only refunded for illness or moving away from the area.
- 7.3. If refund is required on a partially used block the used sessions will be charged at the full individual session rate and not the reduced rate the season block is sold at.

## **8. Trainer lateness and cancellation**

- 8.1. If the trainer is late he/she will make up the time either on that day if convenient the client or at another time.
- 8.2. If the trainer cancels he/she will rebook the session giving as much notice as possible. The trainer will leave it as late as possible to cancel in order to try to get client the work out, however, as the client will have scheduled this time out to train it is perfect to use this time to practice the prescribed exercises, rather than to fill with other things.

## **9. Transference of sessions**

- 9.1. The client may not sell on the sessions without prior agreement from the trainer
- 9.2. If the client is unwell and decides to give the sessions to another person the trainer needs as much notice as possible in order to be able to plan the session.

## **10. Location and premises of training**

- 10.1. This varies depending on what we agree and how we work.
- 10.2. The main base is currently New Energy Fitness in Winchester; this is a private gym and does have other gym users
- 10.3. If we use my home to train please understand it is my home, not a purpose built centre, we will have agreed to come here for your convenience
- 10.4. If we use your home to train:
  - 10.4.1. How we go about training will be a joint agreement, but as home facilities are generally not purpose built we will be improvising
  - 10.4.2. The surroundings and upkeep of your equipment is your responsibility.
  - 10.4.3. Insurance is your responsibility,
  - 10.4.4. I may bring equipment to your home - which I will be responsible for.



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## **11. Dress code and behaviour**

- 11.1. Please behave and dress appropriately for a professional gym environment
- 11.2. Consideration should be taken to other gym users
- 11.3. Loose stretchy clothing is best, you will often be stretched lying down, so please pay attention to keeping your modesty for your benefit as well as other gym users
- 11.4. No outdoor muddy trainers are permitted so please make sure your shoes are clean, the floors are often used to lie down on.

## **12. Communication and booking**

- 12.1. Best communication is done via email, we have a written record then
- 12.2. If we don't respond, it is unlikely to be on purpose, more likely there is a spelling mistake in an email address, or the IT has let us down. Please do not hesitate to pick up the telephone
- 12.3. The onus is on the client to make the session appointments

## **13. Marketing**

- 13.1. Some sessions are recorded with video and photography in order to show you what you are doing during the session
- 13.2. We may ask your permission to use this footage to do marketing videos or put on the web blogs as testimonials and explanations to potential clients. There will be no payment or copy write for the use of this footage
- 13.3. Please say now if you have an objection to your footage being used - because it takes up valuable storage space and wont be kept.
- 13.4. Success stories and interesting information is published on the BP Facebook pages, this is where you can keep abreast of ideas
- 13.5. Information on the website and Facebook is for interest and discussion and expresses an opinion. Care should be taken that all information is used in the way it is intended, some of the exercises shown have had much build up training so should not be practiced with out having been taught

## **14. Guarantee**

- 14.1. Systems have been devised in a particular format because they get results
- 14.2. Success will be slower if achieved at all, if the home work is not done.
- 14.3. Everybody is unique and different and no two people respond in the same way
- 14.4. You will get to your results quicker if you 100% mentally buy in to the process and follow the guidance



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- 14.5. Trainers take records of your work in the gym and at home.
- 14.6. If the advice of the trainer with regards to healthy lifestyle changes and choice are not taken on board there can be no guarantee

## **15. Conditions of Guarantee**

- 15.1. Engage in the process of training for a period of 3 months
- 15.2. 100% commitment at home and during sessions
- 15.3. Make the relevant changes in lifestyle to help get to the goal
- 15.4. Positive outlook and attitude towards the change is paramount

## **16. Liability**

- 16.1. BP excludes all liability for death, injury, or damage caused by the client carrying out exercises incorrectly, contrary to the advice and instruction of the health professional or carried out without the supervision of the trainer.
- 16.2. You agree to release BP from all liability, claims, or litigation that a buyer may have from injury, disability, death or other damages of any kind including but not limited punitive damages arising out of participation BP activities
- 16.3. BP does not exclude or limit liability for any personal injury or sickness which results from negligence or wilful default made by their trainers.
- 16.4. BP will do its best to correct any errors and omissions as soon as possible after practitioners have been notified.

## **17. Miscellaneous**

- 17.1. BP may update these T&C's from time to time, and place a new version on the website. We will notify you of such changes either through email, or referring you to the website
- 17.2. All new sessions, packages purchased from the date the amended terms are put up on the website will be governed by the amended version.
- 17.3. We advise that you print off a current version for your records.

## **18. Respect and confidentiality**

- 18.1. This has to be an honest relationship in order to get to the bottom of certain issues.
- 18.2. All of our client information is strictly confidential, if you wish alternate practitioners to be informed of your progress then you will need to authorise the process.
- 18.3. It is useful for all practitioners that you use to work together and link knowledge for your benefit



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Any questions please do not hesitate to ask

