

TERMS AND CONDITIONS AGREEMENT

It is important that you read and understand this document so that we are both on the same page about each aspect of your training. This ensures we maintain a smooth and professional relationship.

AGREEMENT

This agreement is made between CYTraining and client

The purpose of this agreement is to facilitate the best circumstances throughout your training journey. To do that we ask for your commitment and consistency to your chosen package. I am very proud of the clients that I train and have very high expectations of them. I will give you 100% and my full commitment to assist you every step of the way throughout your journey. At the same time, you are ultimately responsible for your own progress and achievements. I highly value the following qualities and base my relationship with my clients on these pillars.

1. Commitment 2. Honesty 3. Consistency 4. Attendance/Adherence 5. Enjoyment - of your training through your health and fitness journey.

To achieve your goals you must take full responsibility for change. You and only you are responsible for putting the hard work both in and out of your sessions.

YOUR TRAINING PACKAGE

Regular training sessions are essential to success and reaching your goals. All our training packages are in 12 week blocks.

This gives both, us and you the best opportunity to create, change and build consistency within your health and fitness journey.

We find that regular sessions with your coach makes you more inclined to attend regularly.

This is why our packages are designed with a non-negotiable minimum of 2 semi-private sessions with a coach per week.

With this agreement you are committing yourself to a minimum of 12 weeks of training. Your contract will then roll onto an ongoing week to week agreement, with a 30days notice to cancel or change your package option.

PAYMENTS

Payments are set up via direct debit system Quick Pay on a fortnightly cycle. Payment options and fees are listed in the below table.

METHOD	FEES	FREQUENCY
Banque Account Debit	\$1.50	Per transaction
Credit/Debit Card	\$2.80	Per transaction

All payments are made on a weekly basis prior the start of any training cycle, every Mondays.

You acknowledge that you have signed a 12 weeks minimum contract. You shall not be entitled to withhold any payment of any amount due on an account of any claims against CYTraining whether admitted or disputed.

In the event that you fail to pay for the service or any instalment, you will charge you a \$15 dollars account fee which will be added to your next schedule debit as well as the original amount due.

RESCHEDULING / CANCELLING SESSION

I understand that sometimes life happens and you may have to re-schedule one of your training sessions. For reasons such as travel, work or leisure purposes, you will be required to arrange make up sessions prior or post event. For those known events, I will require 14days notice to re-schedule sessions and/or arrange make up times.

I highly value my time and I run sessions to a strict schedule. Therefore, you acknowledge that if you need to re-schedule a session I have a strict 24 hour re-scheduling policy. If you cancel your scheduled session with less than 24hours notice, the session will be forfeited. The payment for the session will be due and the session will not be re-scheduled.

If appropriate notice has been given for a session, it will be rescheduled and a makeup time can be arranged. All make up sessions must be rescheduled to occur within 7 days of original notice. I have a very full schedule and ask that you make yourself available wherever possible for make-up sessions. Semi-private make up sessions need to be arrange in within the available semi-private strength session time table, if you cannot find a time suitable, you will have to count your session as forfeited.

Please do not expect premium times to be available for these sessions. If you have a make-up session scheduled the expectation is you attend. These sessions will not be re-scheduled further.

SUSPENSION / TERMINATION OF CONTRACT

Suspension of payment may apply only in the event that you will miss a minimum of 2 weeks of training, due to illness or private family matters etc. If you need a payment to be suspended, you will be required to give 30days notice for changes to happen.

If you have planned a holiday for more than a week, your training package will be suspended for that time and a spot fee of \$34 dollars per week will apply. If you designer to keep up with your training program while away, program can be provided for period requested.

If you decide to terminate your training agreement with CYTraining before the end of your 12 weeks, you will be required to finish your 12 weeks, including all payments and sessions. You acknowledge the minimum 12 week commitment and understand that an early cancellation will incur fees equal to 50% of the balance remaining on your coaching term and a \$89 dollar cancellation fee.

If you decide to terminate your training agreement with CYTraining after your 12 weeks, you will be required to give 30days notice prior to you stopping your training. Any payment due during the 30 days period is to be paid in full and trainer to provide the service purchased until end of the notice period.

REFUND POLICY

If you have pre-paid your training fees and you suffer from a permanent or long-term injury or incapacity that renders you unable to participate in physical training activity, for an extended period of time, greater than 14 days, then CYTraining will refund to you the amount of sessions that you missed and are unable to make up.

Under no circumstances of missed sessions, for sickness, injury, work commitment, family commitment or leisure for a period less than 21 days, will payment be refunded. Refer to missed session policy for rescheduling of sessions.

WARRANTIES

You warrant that the information you have given, in your pre-screening questionnaire, is true and correct; and acknowledge that any discrepancy shall be deemed as a constitute breach of terms and shall entitle your CYTraining trainer to terminate the agreement forthwith and take any action which may be necessary in order to protect its interest. You warrant that you are physically and psychologically sound to proceed with normal course of exercise.

GENERAL

In the event of any inconsistency between any document and these Terms and Conditions, the latter shall prevail. The validity interpretation and performance of the enrolment shall be governed by the Australian Law. This condition applies to all services provided by CYTraining to the applicant unless expressively varied in writing by the trainer.

I acknowledge that the agreement may not be transferred to any other person under any circumstances. CYTraining reserves the right to alter those terms and conditions depending on circumstances and at the discretion of your trainer

On this day I am aware of the terms and conditions installed by CYTraining. Therefore, I commit to improve my lifestyle and performances and am willing to give maximum effort, be honest with myself and my trainer so that you may strive for excellence.

I confirm that I have read, understood and accept the terms set out in this document.

Name (print):

Signature:

Date:/...../.....