

NZ-SGApsv13

## **Personal trainer contract**

**This agreement is dated:** [date]

**It is made between:** [Trainer's name]

Of [address] (the “Trainer”)

**And** [Client's name]

Of [address] (the “Client”)

## Background

The purpose of this agreement is to set out the legal contract between the Trainer and the Client in connection with the training programme (the “**■ ■ ■ ■ ■**”) **■ ■ ■ ■ ■**

## **The terms of this agreement are:**

## **1. Programme and requirements**



[Timetable]

## **2. Terms of service**

The Client's attention is drawn to the following special requirements, interruptions and expense. Delay caused by these [REDACTED]  
[REDACTED].

- 2.1. Extra time will be incurred if the Client fails to provide a cleared work [REDACTED]  
[REDACTED] [REDACTED].
- 2.2. The location for Programme sessions is [home of client or trainer's premises, [REDACTED]]
- 2.3. The price charged is for the Programme of [ 8 ] [REDACTED].
- 2.4. Failure to attend one or more sessions does not entitle the Client to a refund [REDACTED].

*OR*

- 2.5. A training session may be cancelled only on [48] hours' notice. If notice given is shorter, or the [REDACTED], [REDACTED]  
[REDACTED].
- 2.6. The Client agrees that he will not [REDACTED]  
[REDACTED]  
[REDACTED].
- 2.7. The Client will bring to the attention [REDACTED] [REDACTED]  
[REDACTED / [REDACTED]] [REDACTED]  
[REDACTED].
- 2.8. [Other [REDACTED]  
[REDACTED]].
- 2.9. If the Trainer is unable to attend a session, [REDACTED]  
[REDACTED].  
[REDACTED]  
.

## **3. Trainer's account and expenses**

- 3.1. The full cost of the Programme [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].

- 3.2. A cheque is [REDACTED]  
[REDACTED].

*OR*

- 3.3. The Trainer shall submit an account at the end of each [week / month] covering his work [REDACTED] [REDACTED / [REDACTED]].  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].]
- 3.4. The account shall include whatever reasonable expenses the Trainer has incurred [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED].]
- 3.5. A complaint or rejection of some part of work [REDACTED]  
[REDACTED]  
[REDACTED].
- 3.6. The Trainer reserves the right to charge the Client interest in respect of the late payment of any money [REDACTED] ( [REDACTED]  
[REDACTED] ) [REDACTED] 5  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 3.7. The cost of any materials [REDACTED]  
[REDACTED].

### ***Trainer's account and expenses: Possible alternative terms***

- 3.8. The sum of \$ [REDACTED]  
[REDACTED].
- 3.9. Upon completion of the Programme, the Trainer shall submit an account. [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED].
- 3.10. Except the termination of this contract under the following paragraph, the [REDACTED]  
[REDACTED]

#### **4. Safety and insurance**

## 5. Confidentiality



## **6. Limitation of liability**

- 6.2. The Client agrees on behalf of him/herself and his/her personal representatives to release and [REDACTED] ( [REDACTED]  
[REDACTED] ) [REDACTED]  
[REDACTED].
- 6.3. This paragraph applies to all of:
- 6.3.1 a defect in work done or not done
- 6.3.2 [REDACTED]  
        [REDACTED]
- 6.3.3 negligence or any other tort
- [REDACTED]  
[REDACTED].
- 6.4. [REDACTED]  
[REDACTED]  
[REDACTED] [ 14 ] [REDACTED]  
[REDACTED]  
[REDACTED].
- 6.5. [REDACTED]  
[REDACTED] [ 14 ] [REDACTED]  
[REDACTED].
- 6.6. [REDACTED]  
[REDACTED]  
[REDACTED]
- .
- 6.7. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED] ( [REDACTED]  
[REDACTED]  
[REDACTED] ) [REDACTED]  
[REDACTED].
- 6.8. [REDACTED]  
[REDACTED]

[REDACTED]

*OR*

6.9. [REDACTED]  
[REDACTED] \$ [REDACTED].

## 7. Miscellaneous matters

7.1. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

7.2. [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED].

7.3. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

7.4. [REDACTED]  
[REDACTED]  
.

7.5. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

7.6. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

It shall be deemed to have been delivered:

**Signed by** [Trainer's name] the Trainer

**Signed by [Client name]:**

OR

[ ] :

[ ] [ ]

## **Schedule: Specification**

*[Training programme]*

## Explanatory notes:

## **Personal trainer contract**

## General notes

## **1. What is in the agreement?**

The main purposes of this agreement are:



## **2. Background and Programme**

Enter name of company if you work through ■ ■ ■ ■ ■ ■ ■ ■ .

#### **Final points about this contract:**

make sure your client has signed the contract.

### **3. Inland Revenue self employment rules**

<https://www.ird.govt.nz/roles/self-employed>

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. The basic contract

The most important issue here is to make clear that you are not responsible for your [REDACTED] . [REDACTED] , [REDACTED]  
[REDACTED] .

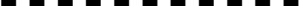
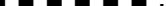
Clients also like to know the position on GST

A few more items to [REDACTED]

## 2. Terms of service

You may like to add special requirements in time, ■ ■ ■ ■ , ■ ■ ■ ■ , ■ ■ ■ ■ ■ .

### **3. Trainer's account and expenses**

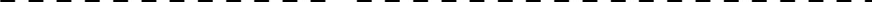
There are so many alternative arrangements that we have given you first a suggested complete set and then, at  ,  ,  
 .  ,  ,  ,  
 .  ,  ,  .

### **Trainer's account and expenses: possible alternative terms**

#### **4. Safety and insurance**

We suggest you make no change here.

## 5. Confidentiality

This paragraph is intended to prevent your client from telling the World about you on 

## **6. Limitation of liability**

- has to get all complaints together at once and
  - your total liability is limited.

## **7. Miscellaneous matters**

## End of notes