Personal trainer contract

This a	green	nent is dated:	[date]	
It is m	nade b	etween:	[Trainer's name]	
Of			[address] (the "Trainer")	
And			[Client name]	
Of			[Client address] (the "Client")	
Racke	ground	4		
The poand th	urpose e Clier	of this agreeme	ent is to set out the legal contract between the Trainer with the training programme (the "■ ■ ■ ") ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
		_		
1.	1. Programme and requirements			
	1.1.	•	nent is for the [self employed] Trainer to complete the with the	
	1.2.		alone responsible for all taxes arising on money the Client and indemnifies the Client .	
	1.3.	The Trainer is/	/is not registered for ■ ■ ■ , [■ ■ ■ 123456789].	
	1.4.	The Trainer is	registered with [if any, ••••••••].	
	1.5.	The Client cert	tifies that he is over 18 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .	
	1.6.	The Trainer ha	as provided his curriculum vitae [any additional certificate]	
	1.7.	The Trainer [m	nay / may not] sub-contract any	
	1.8.	The Programm ■■■■:	ne will be completed in accordance	
		[Timetable]		

2. Terms of service

3.

	Client's attention is drawn to the following special requirements, uptions and expense. Delay caused by these ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.1.	Extra time will be incurred if the Client fails to provide a cleared work
2.2.	The location for Programme sessions is [home of client or trainer's premises, •••••••••••••••••••••••••••••••••••
2.3.	The price charged is for the Programme of [8] ■ ■ ■ .
2.4.	Failure to attend one or more sessions does not entitle the Client to a
OR	
2.5.	A training session may be cancelled only on [48] hours' notice. If notice given is shorter, or the SECRET SECRET
2.6.	The Client agrees that he will not be under the influence of alcohol or any
2.7.	The Client will bring to the attention of the Trainer [any specific instructions/ medicines]
2.8.	[Other requirements of the Trainer to ••••••••••.].
2.9.	If the Trainer is unable to attend a session, he will give as much notice as possible. If that happens,
Trai	ner's account and expenses
3.1.	The full cost of the Programme shall be paid at least [seven] • • • • •
3.2.	A cheque is accepted in payment only after • • • • • • • • • • • • • • • • • • •
OR	

3.3.	The Trainer shall submit an account at the end of each [week / month] covering his work during that [week / month]. Payment shall be due within [seven] days [unless the Client draws • • • • • • • • • • • • • • • • • • •
3.4.	The account shall include whatever reasonable expenses the Trainer has incurred in working on the Programme [provided such expenses have been approved in
3.5.	A complaint or rejection of some part of work done on the Programme does not entitle the Client to
3.6.	The Trainer reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of 5 per cent above
3.7.	The cost of any materials agreed as additional to the Programme shall
Trai tern	ner's account and expenses: possible alternative
3.8.	The sum of £[amount] • • • • • • • • • • • • • • • • • • •
3.9.	Upon completion of the Programme, the Trainer shall submit an account.
3.10.	Except the termination of this contract under following paragraph, the Client
	■.

5.

Con	ıfiden	tiality	
	4.4.4	all equipment, furniture or other thing supplied by ■ ■ ■ ■ ■ ■	
	4.4.3	he/she has • • • • • • • • • • • • • • • • • • •	
	4.4.2	he/she will inform the Trainer immediately he/she becomes aware	
	4.4.1	the information he/she has given • • • • • • • • • • • • • • • • • • •	
4.4.		lient certifies that:	
		•••••	
		ngerous	
4.3.	The Client is aware that physical exercise may in some circumstances,		
4.2.		lient undertakes at all times to maintain appropriate insurances	
4.1.		rainer undertakes to obtain insurance against liability for sional negligence in work	

2018.

	"Damaç	ge":	means both • •		
	"Persor	nal Information"			
			It includes personal Act, ••••••••••••••••••••••••••••••••••••	•	
5.2.	Each party to this contract = = = = = = = = = = = = = = = = = = =				
	5.2.1	•••••	son whatever or o		
	5.2.2	not post any text,	,		• • • • • • •
5.3.	••••	arty to this agreem			
5.4.	-	rties agree that any	•	•	ectly, .
5.5.	The Cli	ent accepts persor	■ ■ ■ . nal liability ■ ■ ■ ■		
5.6.	No mat	ter how this contra	ct ends, ■ ■ ■ ■		

6. Limitation of liability

This p	aragrap	h = = = = = = = = = = = = = = = = = = .	
6.1.	requirir	rainer is at any time confronted with a health or safety issue ag urgent attention, he will provide such help as he	
6.2.	represe	ent agrees on behalf of him/herself and his/her personal entatives to release and	
6.3.	This pa	ragraph applies to all of:	
	6.3.1	a defect in work done or not done	
	6.3.2	a breach = = = = = = = = = = = = = = = = = = =	
	6.3.3	negligence or any other tort	
Any of	f the = =		
6.4.	unless	ainer shall have no liability to the Client in respect of a Default the second	
6.5.	The Cli	ent agrees to give the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [14] ■ ■	
6.6.	If a nur	nber of Defaults give rise to	
6.7.	The Trainer shall not be liable to the Client in respect of a Default, for loss of profits goodwill or any type		

6.8.	The Trainer's entire liability in respect of any Default
OR	
6.9.	The Trainer's entire liability in respect • • • • • • • • • • • • • • • • • • •
Misc	cellaneous matters
7.1.	No amendment or variation to this = = = = = = = = = = = = = = = = = = =
7.2.	So far as any time, date or
7.3.	If any term or provision of this agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed , , , , , , , , , , , , , , , , , ,
7.4.	Any obligation in this agreement
7.5.	No failure or delay by any party to exercise any right,
7.6.	Any communication to be served on either party by

.

It shall be deemed to have been delivered:

	if delivered • • • • • • • : • • • • • • • • • • •
	■ ■ ;
	if sent by post • • • • • • • • • • • • • • • • • • •
	;
	■ ■ ■ ■].
7.7.	
1.1.	
7.8.	
	.) 1999 / (.
	2017
	,
7.0	
7.9.	
7.10.	,

Signed by [Trainer's name] the Trainer:

Signed by [Client name]:
OR
Signed by [the Director on behalf of] the Trainer:
Signed by [name] on behalf of [Client name]:

Schedule: Programme

[Enter detail of Training programme]

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
••••••••••••••••••••••••••••••••••••••
,, ,
,
,,,

Request to start work

-o,	
enter Trainer's name] address] email]	
Signed	
Date:	
Client name:	
Client address:	

Model cancellation form

[,
■ ■ ■],
Address: [enter your address],
Signature: (only if this form is notified on paper),
Date: [date]

Explanatory Notes:

Personal trainer contract

General notes

1.	What	is	in	the	agreement?	?
----	------	----	----	-----	------------	---

The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you ■ ■ ■ ■ ■ ■

2. Background and Programme

Enter name of company if you work through \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .

We strongly recommend that you use a written programme. No special words, no special language, no rules. It can be one sentence of ten words or ten pages of work. The purpose is to make sure there is nothing to argue about later. Use the Programme also

.

Final points about this contract:

make sure your client has signed the contract.

3.	HMR&C self employment rules
	Your client will want to be certain that you are self employed. This is important because if HM Revenue and Customs deems that you are ■ ■ ■ ■ ■ ■ ■ ■ .
	•••••
	•••••
	The clearest explanation of how HMR&C apply the law is set down in regulations drawn specifically for the construction industry. Although the rules do not greatly affect the words of this contract, they are important and we recommend a read starting at www.hmrc.gov.uk/employment-status/index.htm
4.	About Consumer Contracts (ICAC) Regulations 2013
	If you provide services to a consumer and he signs this contract anywhere other than your office premises then the Consumer Contracts (\blacksquare \blacksquare \blacksquare , \blacksquare
	This notice provided at the end of the agreement sets out the "standard" limits
	allowing you to comply • • • • • • • • • • • • • • • • • • •
	••••••
Pai	ragraph specific notes:
Draft	ting notes specific to the numbered paragraphs
1.	Programme and requirement
	The most important issue here is to make clear that you are not responsible for your
	We make clear that you are self employed and responsible for your own
	taxes. Why?
	Clients also like to ■■■■■■■■■■■■■■■■.
	Avoid responsibility for any sort of permission or licence. Then whatever

make sure you have dated the contract

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2. Terms of service Often, a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a ------- ----You may like to add special requirements in time, $\blacksquare \blacksquare \blacksquare = \blacksquare$, $\blacksquare \blacksquare \blacksquare = \blacksquare = \blacksquare$ Many clients find it all too easy to tell you what they want, ---------3. Trainer's account and expenses Getting paid can be a nightmare. Having this contract There are so many alternative arrangements that we have given you first a Trainer's account and expenses: possible alternative terms Here we have given you a menu of alternative sub paragraphs. Whatever payment arrangement you make, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$

A few more items to **EEEEEEEEEEEEEEE**

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
	You are deemed to be the expert. Your client is a "consumer". Consumers are protected. You cannot
	There are several essential edits required as to the
	We have provided the words
7.	Miscellaneous matters
	A number of special points. We have identified each of these as important ■ ■
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

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End of notes