

PERSONAL TRAINING CONTRACT



This Personal Training Agreement (the "Agreement") is entered into by and between

_____ **IAN ORBAN** _____
(Hereinafter referred to as "the Trainer")

and

Client Full Name: _____
(Hereinafter referred to as "the Client"),

which is effective

from start date _____.

WHEREAS:

1. The Client acknowledges and agrees to engage the Trainer to provide personal training services. The Trainer agrees to provide these services in accordance with the terms and conditions set forth in this Agreement.
2. The Trainer agrees to provide fitness and exercise training services to the Client in line with the Client's fitness goals and objectives. The frequency, duration, and nature of these training sessions will be as mutually agreed upon by both parties and detailed further in this Agreement.
3. The Client understands and agrees that participation in the training sessions involves physical activity that may pose certain risks. The Client represents that they are physically capable of undertaking such activities and have obtained any necessary medical clearance from a qualified healthcare professional.

THE ADVANCE PACKAGE

1. The client agrees to a 12 month contract for the following package:
 - ADVANCE 30 PACKAGE:** 1x 30 minute session per week, for a minimum of 48 sessions in 12 months, paid at R1100 per month for 12 months.
 - ADVANCE 45 PACKAGE:** 1x 45 minute session per week, for a minimum of 48 sessions in 12 months, paid at R1500 per month for 12 months.
2. The client agrees to pay a fixed monthly fee for the entirety of the 12-month contract.
3. This monthly fee covers 1 (one) training session per week, irrespective of the number of weeks in a given month.
4. The minimum number of training sessions during the 12-month contract totals 48.
5. This flat monthly fee arrangement ensures consistent and predictable billing for both parties.



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TRAINING COMMITMENT

Both parties agree as follows:

1. The training year runs from 02 January to 16 December.
2. No training sessions will be held on public holidays.
3. No training sessions are held during 17 December to 01 January.

LATENESS

1. It is required that personal training sessions start on schedule. A session will be forfeited if you arrive 10 or more minutes late for a 30-minute session or 15 minutes late for a 45-minute session.
2. If the client is late, the trainer has the right to leave the training facility.
3. Unless prior arrangements have been made with the trainer, clients who arrive after their scheduled session has begun will only receive the time that is left.
4. If the trainer is running late, the client shall be owed back the missed time at a time suitable to both the trainer and the client.

RESCHEDULING

1. Personal training sessions that are not rescheduled forfeit the session and the associated fee, which is equal to one session.
2. Rescheduling of sessions may be agreed upon preceeding the 1st of the month in which you wish to reschedule.
3. Please contact the trainer by phone, email, and/or other mutually agreed-upon means of communication before the 1st of the next month if you are unable to show up for a scheduled training session.
4. Failing to do so will result in full payment for the session. At the trainer's discretion, modifications may be made and appointments may be rescheduled.
5. A session is due to the client if the trainer cancels it.

EXPIRATION

1. Packages and personal training sessions must be used within that month.
2. After this time, personal training sessions and packages become invalid.
3. There is no transferability for any personal training sessions or packages.

REFUNDS

1. Packages and personal training sessions are not refundable.
2. In cases of injuries or changes in medical condition leading to physical limits, exceptions may be provided at the trainer's discretion. In this instance, a medical note is required.



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PAYMENT TERMS

1. Training sessions will be paid in advance, for the month ahead.
2. The Trainer will supply an invoice prior to the 1st of the month and the Client agrees to make payment on or before the 1st of the month.
3. Client payments to be made via a PayFast subscription via the Orban Fit website.

TERMINATIONS

1. Either party may terminate this Agreement by providing written notice to the other party with 2 (two) calendar month's notice.
2. The notice shall be sent via email or certified mail to the contact information provided in this Agreement.
3. Upon receipt of the termination notice, the Trainer shall cease providing personal training services to the Client at the end of the notice period. The Client shall remain responsible for any outstanding payments owed for services provided up to the effective date of termination.
4. In the event of termination, any outstanding fees or payments owed to the Trainer for services rendered or commitments made within the notice period shall be settled by the Client in accordance with the terms of this Agreement.
5. Upon termination, the Client agrees to promptly return any training materials, equipment, or other items belonging to the Trainer that were provided during the course of the training program.

By signing this Agreement, the Client confirms that they have read, understood, and agree to be bound by the terms and conditions outlined herein. The Trainer similarly acknowledges their responsibilities and obligations under this Agreement.

Client Print Name

Client Signature

Date

LETS GET STARTED!

