



## Cancellation Policy

## Waiver and Acknowledgements

It is strongly recommended that you consult with your physician before beginning any exercise program.

You should be in good physical condition and be able to participate in the exercise.

Matt Shorrock trading as Eye of the Tiger Coaching is not a licenced medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury.

If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Matt Shorrock trading as Eye of the Tiger Coaching from any and all claims or causes of action, known or unknown, arising out of any perceived negligence

## Subscription Terms

- Subscription payments are paid on Fridays in arrears (depending on your scheduled session) with the exception of the first payment which is taken in advance.
- Invoices are distributed on Fridays in arrears (depending on your scheduled session)
- Payment holidays can be agreed in advance within the terms of the Cancellations policy below.



# Cancellation & Termination Policy

## Cancellations

- If the client has to cancel or reschedule any previously scheduled appointments, the client must contact the coach directly at least 12 hours in advance of the scheduled appointment.
- If the client does not cancel or reschedule an appointment at least 12 hours in advance, the Coach reserves the right to charge a cancellation fee equivalent to a full personal training fee that would normally be charged for that training session.
- If the client does not cancel or reschedule an appointment at least 12 hours in advance and the client has paid up front - one session payment will be taken due to cancellation.
- If the client fails to appear for a scheduled appointment with no prior cancellation or communication, the Coach reserves the right to charge a no-show fee equivalent to the personal training fee that would have been charged for the training session. A no-show is considered 30+ mins past the scheduled appointment time, unless communication is received from the client prior to this.
- All cancellations made more than 12 hours in advance by phone, text or email will not incur a fee and can be rescheduled for a later mutually agreeable date.
- 2:1 Training - A fixed weekly fee is charged for 2:1 training. Where only one party attends, the agreed total weekly rate will still apply..

## Terminations

A minimum of one week's notice and a one-time termination payment equivalent to a regular full fee is required for all terminations where a regular time slot was occupied.



### ***Subscription payments***

One week's notice is required when terminating a subscription, a final termination fee equivalent to a regular full fee will be charged automatically. Following this, the subscription will be cancelled.

### ***Packages***

In the week following the termination by the client, a refund of any outstanding sessions will be processed. A final termination fee equivalent to a full personal training session will be deducted prior to any refund given.

### ***Invoice payments***

One week's notice is required when terminating a subscription, a final termination fee equivalent to a full personal training session will be issued by invoice after the last attended session.

### **Failed Payment Fees**

Where any subscription payment fails, a onetime fee of \$5.50 will be charged.

### **Pausing Subscriptions**

If you would like to pause instead of cancel your membership, this can be requested in writing and no cancellation fee charged. If subscription is not resumed within a 3 month period, the subscription will be deemed cancelled in line with the cancellation terms above (i.e. cancellation fee will be charged).



## Photo and Digital Consent

Eye of the Tiger Coaching regularly reproduces photographic or video images of individuals on social media, promotional material and on the website. These images are used to promote the services or describe its activities. The images may be used for publicity and advertising purposes in any media and for commercial or non-commercial purposes of the business.

Eye of the Tiger Coaching wishes to use and reproduce one or more photographs or video images of you for these purposes and is seeking your consent to do so.

If you wish to opt out of this, please do so by email.

## Acceptance of Terms

By commencing services with Eye of the Tiger Fitness & Nutrition, the Client acknowledges that they have read and fully understand the scope and terms of this agreement, and are in full agreement.

Last updated: 15/02/2023