

KATFIT (PTY) LTD

TERMS & CONDITIONS



KATFIT

MOBILE PERSONAL TRAINING

The terms and conditions set out below give pertinent information on KatFit's obligations to you, pricing structure, process to reschedule or cancel appointments, and our privacy policy to give you more information on the protection of your data, along with other important details.

Please read through each section of this document carefully, and should you have any questions, don't hesitate to contact us.

KATFIT OBLIGATIONS



- KatFit and its trainers will use their knowledge, expertise, training and skills to design a functional, safe and effective training program in order to achieve your desired physical goals.
- Each tailored program takes account your age, health, lifestyle, background, occupation, fitness levels, likes and dislikes related to personality and exercise.
- KatFit and its trainers will do their best to encourage, motivate and inspire you to achieve your goals, while simultaneously working with you to break down the barriers that are blocking you from achieving your goals.
- It is important that you make KatFit and its trainers aware of any medical conditions that you have, so these can be taken into account when developing your program. Failure to share this information could negatively impact your health and your program, and KatFit cannot be held liable for such preclusions and any resultant negative impacts on you.
- Each session will be supervised by a KatFit trainer, who will offer you coaching, advice and support in order to achieve the specific goals set out for that session.
- If, for whatever reason, the trainer misses a session without giving at least 24 hours notice, that session will be rescheduled at a time suitable to both you and your trainer.
- If you are more than 15 minutes late for a session without prior arrangement, the trainer may leave the premises and the session will be forfeited. In the case of an emergency, the trainer may, at his/her discretion, complete a full session with you – only if it will not interfere with other commitments; or alternatively, the session may be rescheduled at a mutually-convenient day and time to both you and your trainer.
- KatFit and its trainers commit to lead by example and to give 100% commitment in their support of you.
- If at any point, goals are unrealistic or unattainable, KatFit and its trainers promise to be completely honest with you, and work with you to re-evaluate your goals and the process to achieve them.

YOUR COMMITMENTS

IN CHOOSING TO INVEST IN YOURSELF, YOU COMMIT TO:

- Be on time so that the maximum benefit can be achieved from each session with your trainer.
- Wear appropriate clothing and footwear to ensure comfortable and optimal training.
- Give 100% commitment to your program so that you can achieve your desired results.
- Your trainer may incorporate elements such as a food diary, or request additional medical information from your health practitioner, in order to ensure alignment of your current health conditions and lifestyle with your training program. It is vital that share this information with your trainer to ensure your health and safety in your program.
- Payments are due before the 1st of each month, for the upcoming month. If payments are late without due notice, sessions will be postponed until payments are made.
- Should you be unable to attend a group session, a Whatsapp message should be sent to your trainer 24 hours in advance, so he/she is aware that you are unable to attend. Should an emergency arise causing you to miss a session, please let your trainer know as soon as possible.

To get the most out of your sessions we recommend that casual conversation be kept to a minimum.



RESCHEDULING A SESSION

At least 24 hours' notice is required to cancel or reschedule a session. Sessions will need to be made up in a time suitable to both you and your trainer preferably within the same month.

- If the trainer is unavailable to reschedule, the session may be transferred to the next month.
- If any member of a group class cannot attend a session, it will unfortunately be forfeited. However, if the entire group is unable to attend a session, the session will be rescheduled within the same month. Should rescheduling/cancellation be due to an emergency and out of the group's control, the session may be rescheduled for the following month.
- Emergency rescheduling of sessions will be at the trainer's discretion.
- Should a cancellation be received with less than 24 hours' notice, the session will be forfeited.

GENERAL NOTICES



TIMELINES

- If you are late for a session, the session cannot be extended and will end at the appointed time.
- If the trainer is late with reasonable cause, additional time will be added to the session or to subsequent sessions.
- If you arrive more than 15 minutes late for a scheduled appointment, the trainer may leave the premises and the session will be forfeited.

CANCELLATION / TERMINATION

Should you wish to cancel your training with KatFit, a month's notice needs to be given in writing to avoid full payment of the upcoming month.

PLEASE NOTE

- All group classes must have a group leader who will handle the monthly payments; we do request 1 full month payment from the group leader.
- Based on your goals and your program, all equipment will be supplied and will follow the COVID-19 regulations unless you have already purchased your own equipment. If not, we recommend that you invest in your own training mat. Sanitisers are essential at every session.

PRIVACY POLICY

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

By signing this document, you understand that KatFit will collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, title, date of birth and gender.
- **Contact Data** includes home address, email address and telephone numbers together with the contact data of your next of kin.
- **Transaction Data** includes details about payments to and from you and other details of classes you have booked and participated in with us.
- **Health Data** includes details about any medical conditions, medication and treatment you may be receiving.

Other than the Health Data noted above we do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). We do not collect any information about criminal convictions and offences.

Please note that your personal data will ONLY be used in the course of creating, managing and working on your program for and with you. It will NOT be sold, given away, or transferred to any third party whatsoever.

Failure to provide necessary personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our services). In this case, we may have to cancel a product or service you have with us. However, we will notify you if this is the case at the time.

How do we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances: where we need to perform the contract we are about to enter into or have entered into with you; where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; where we need to comply with a legal or regulatory obligation.

Disclosures of your personal data

With your consent, where you are attending a workshop or event, and only where necessary for your health, safety and to ensure you get the most out of the class, we will share your health data with other instructors. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.



TERMS & CONDITIONS ACCEPTANCE

I, the undersigned:

- Hereby acknowledge that I know and understand the risks involved in following a stringent exercise and nutritional programme. I also accept and agree to abide by all Terms and Conditions as provided to me by KatFit upon signing this document.
- Confirm that, to the best of my knowledge, the information supplied by me is true and correct and agree that should anything change that may affect my ability to train with KatFit, I will notify my trainer before undertaking such training.
- Hereby indemnify KatFit (Pty) Ltd, as well as all employees, trainers or personnel working with KatFit (Pty) Ltd against any and all claims by myself, friends or family, for any loss, damage, medical condition or injury suffered while training under their supervision or instruction should I fail to adhere to all terms set out herein, or neglect to provide any pertinent information on medical, physical or other related conditions howsoever arising.

FULL NAME

DATE

SIGNATURE
