

Terms and Conditions

These Terms and Conditions constitute a legally binding agreement made between (INSERT COMPANY NAME) and Optima PT Ltd., concerning your access to and use of the services being offered by Optima PT Ltd.

Specialist Personal Trainer (SPT) obligation:

An initial assessment and consultation will be completed by the Specialist PT which will determine understanding of the clients' rehab goals, needs and training options. This will be based on the information provided by the client and other historical information made available. A full report will be provided following the assessment and consultation including recommendations for a physical training programme. Baseline physiological measures may be used during the assessment. Further information may be sought from the clinical team / MDT to ensure a full understanding the clients' needs can be reached via meetings etc.

- Preparticipation health-screening to include assessments of posture and movement, flexibility, balance, core function, cardiorespiratory fitness, muscular fitness, body composition, and, if appropriate, skill-related parameters i.e., power, agility, and coordination
- Risk Assessment and consent
- Option to be assessed by Neuro Physio for initial assessment and ongoing support
- Baseline measures
- Goal setting (physical, mental, emotional)
- Programming and setting expectations
- Liaison with MDT i.e., Case Manager, Physiotherapist, OT, Clinical Psychologist, family members and other relevant rehabilitation and healthcare professionals

A 6-week update report will be provided, detailing clients progress towards rehab goals. A report will be provided at the end of the training period – further reports will be available on request during the training period.

Associate SPT's:

Associate SPT's will lead appropriate rehab activity with the client under the guidance and supervision of (selection of): Lead Specialist PT, Case Manager, Occupational Therapist, (Neuro) Physiotherapist, other appropriately qualified professionals. The nature of the intervention will be informed by assessment as mentioned under Specialist Personal Trainer (SPT) obligation above. Rehab / Training notes will be written up following each session.

A summary report will be provided at the end of the training period.



Your obligation:

All relevant information must be provided to enable a full and accurate assessment and training plan. The SPT cannot be held accountable if pertinent information is not disclosed during the assessment period and a training plan may need to be adjusted if information comes to light during the training period which impact negatively on the established training plan.

2. Confidentiality and Consent

Optima PT Ltd. obtains and processes person-identifiable information for a variety of different purposes, including but not limited to:

- 1) Clients who have accessed our services
- 2) Any testing completed
- 3) Families / friends / people involved
- 4) GP records (when consent is gained)
- 5) Other healthcare records (following consent)
- 6) Other organisation (such as Solicitors and Case Management organisations)
- 7) Other health professionals involved

Such information will be collected either manually (paper and pencil) or via an encrypted electronic device. All manual records will be transferred into electronic form as soon as possible and the manual form will be shredded. All Optima PT Ltd. electronic devices that hold personal information will be encrypted. All devices will be password and/or fingerprint protected. If manual information needs to be kept for a short period of time, this will be stored with a locked filing cabinet. There will be no identifiable data left either on desks or in sight where it can be seen by other people.

All phones that hold person data (such as phone numbers, names or addresses) are password or fingerprint protected.

When e-mails are to be sent, only initials will be used for both the client and / or the professional involved. When more information is required outside the encrypted system, e-mails and attached documents with personal information will be password protected. The password will be communicated to the receiver through a different means (either a separate e-mail or a telephone call).

No e-mails will be sent from personal e-mails accounts. All associates and employees will be given an Optima PT Ltd. work email address for the period of work with Optima PT Ltd.

In processing such personal data Optima PT Ltd. will comply with the data protection principles within the Data Protection Act 1998.

However, there are some circumstances where the SPT may be legally required to disclose personal information. For example, if information is provided that may pose a significant risk to the client or another person, or information regarding acts of terrorism or serious crime, or where legally required in accordance with child protection or vulnerable adult legislation to report safeguarding / child protection concerns.



3. Price and Payments

Standard fees are set out in the standard fee structure. Optima PT Ltd. will look to review fees on a yearly basis.

Payment will need to be received with 30 days of invoice.

Where a sum is required under the agreement but is not paid before or on the date agreed (within 30 days of receipt of the invoice) Optima PT Ltd. reserves the right to charge interest on that sum for the period beginning with that date and ending with the date the sum is paid, unless otherwise agreed with those involved. The rate of interest shall be four per cent per annum above the base lending rate for the time being of Virgin Money. Interest shall accrue on a daily basis and be compounded quarterly.

4. Cancellation of appointments

If an appointment needs to be cancelled with less than 48 hours' notice, then the right is reserved to charge 50% of the fee.

If an appointment is cancelled with less than 24 hours' notice, then the right is reserved to charge up to the full 100% fee.

5. Miscellaneous

The Specialist Personal Trainer shall have no liability for any failure of obligations if prevented or delayed by an act of omission or failure to comply with obligation.

The Specialist Personal Trainer shall not be liable to you as a result of any delay or failure to perform our obligation as a result of an event beyond reasonable control including and without limitation act of God.

The Specialist Personal Trainer cannot guarantee a significant change in presentation following an intervention.

Any variation from these terms shall only be binding when agreed and sent by e-mail.

You shall pay all amounts due without any deduction or withholding exception as required by law.

NAME (PRINT): _____

SIGNED: _____ DATE: _____

