

Terms & Conditions and Cancellation Policy

Muscles Matter

www.musclesmatter.co.uk

Last Updated: 23 January 2026

1. Introduction

These Terms and Conditions ("Terms") govern the use of personal training and coaching services provided by **Matthew McArdle trading as Muscles Matter** ("we", "us", "our"). By booking or using our services, you ("the Client") agree to be bound by these Terms. Please read them carefully before making any booking.

2. Services

Matthew McArdle trading as Muscles Matter provides the following personal training services:

- **One-to-One Sessions:** 45-minute and 1-hour individual personal training sessions
- **Small Group Sessions:** Training sessions for a maximum of 4 participants
- **Online Personal Training:** Remote coaching and training programmes
- **Specialist Services:** Strengthening and conditioning, running-specific training, Monjaro diet-based lifestyle coaching, stretching, and recovery support

All services are subject to availability and may be delivered in-person or online as agreed at the time of booking.

3. Bookings and Payment

3.1 Making a Booking

All bookings must be made through our website, by email, or via our designated booking platforms, including **Cliniko** and **Gymcatch**. A booking is confirmed once you receive written confirmation from us or confirmation via Cliniko/Gymcatch (as applicable).

3.2 Payment Terms

- Payment is required in advance unless otherwise agreed in writing.
- We accept payment methods as specified at the time of booking.
- Package purchases are non-transferable to other individuals unless expressly agreed in writing.

3.3 Pricing

All prices are as displayed at the time of booking. We reserve the right to amend our pricing at any time, though any changes will not affect bookings already confirmed.

4. Cancellation Policy

4.1 Client Cancellations

We understand that circumstances may require you to cancel or reschedule a session. The following cancellation terms apply:

Notice Period	Consequence
24 hours' notice or more	Free reschedule (subject to availability) or refund at your choice
Less than 24 hours' notice	Full session fee is charged (no refund)
No-show (failure to attend without notice)	Full session fee is charged (no refund)

Cancellations or rescheduling must be made via **Cliniko, Gymcatch**, or communicated in writing via email.

4.2 Cancellation of Packages

- Unused sessions within a package may be refunded on a pro-rata basis, less any discount applied at the time of purchase, provided a written request is made.
- Package sessions are valid for the period stated at the time of purchase and cannot be extended unless agreed in writing.

4.3 Cancellations by Muscles Matter

In the unlikely event that we need to cancel a session, we will provide as much notice as possible and offer a full reschedule or refund at your choice.

5. Consumer Rights and Cooling-Off Period

5.1 Distance Contracts

If you book our services online or by other remote means (phone, email), you may have the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

You have **14 days** from the date of booking to cancel for any reason and receive a full refund, unless:

- You have expressly requested that services begin within the 14-day cooling-off period; and
- You have acknowledged that you will lose your right to cancel once the service has been fully performed.

If services have partially commenced, you may be charged a proportionate amount for services already provided.

5.2 Exercising Your Right to Cancel

To exercise your right to cancel, please contact us in writing at the details provided below.

6. Health and Safety

6.1 Client Responsibilities

- You must complete a health questionnaire (PAR-Q or equivalent) and disclose any medical conditions, injuries, or medications before commencing training.
- You are responsible for ensuring you are fit to participate in physical activity. If in doubt, you should consult a medical professional before beginning any exercise programme.
- You agree to follow all instructions and guidance provided during sessions.

6.2 Our Responsibilities

- We hold appropriate professional indemnity and public liability insurance.
 - We will deliver services with reasonable care and skill.
 - We reserve the right to refuse or cease providing services if we believe continuing would pose a risk to your health or safety.
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7. Professional Conduct and Liability

7.1 Professional Conduct

- We will deliver our services with reasonable care and skill and in a professional manner.
- We expect Clients to behave respectfully towards us and other clients (including in group sessions). We may end a session (without refund) and/or refuse future services where behaviour is unsafe, abusive, threatening, harassing, discriminatory, or otherwise inappropriate.
- You agree to follow reasonable coaching instructions and to use equipment (if any) safely. We may modify, pause, or stop a session where we consider it necessary for safety.

7.2 Assumption of Risk

Physical exercise and related activities carry inherent risks (including injury). You acknowledge and accept these risks and agree to inform us promptly of any pain, dizziness, discomfort, or change in health during or between sessions.

7.3 Limitation of Liability

To the fullest extent permitted by law:

- We shall not be liable for any indirect, incidental, or consequential loss or damage arising from the use of our services.
- Our total liability for any claim shall not exceed the fees paid by you for the specific service giving rise to the claim.

7.4 Exclusions

Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence
 - Fraud or fraudulent misrepresentation
 - Any other liability that cannot be excluded or limited under applicable law
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8. Data Protection and Privacy

We are committed to protecting your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Personal data collected will be used solely for the purposes of delivering our services, managing bookings, and communicating with you. For full details, please refer to our Privacy Policy available on our website.

9. Intellectual Property

All training programmes, materials, and content provided by Matthew McArdle trading as Muscles Matter remain our intellectual property. You may not reproduce, distribute, or share such materials without our prior written consent.

10. Amendments

We reserve the right to update or amend these Terms at any time. Any changes will be posted on our website and will take effect immediately upon publication. Continued use of our services constitutes acceptance of the amended Terms.

11. Governing Law and Disputes

These Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Contact Us

If you have any questions about these Terms or wish to make a cancellation, please contact us:

Matthew McArdle trading as Muscles Matter

Website: www.musclesmatter.co.uk

By booking or using our services, you confirm that you have read, understood, and agree to these Terms and Conditions and Cancellation Policy.