



Total Trainer

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USER AGREEMENT

TOTALTRAINER.CO.UK



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This agreement is made on the date set out below between the Subscriber (buyer of leads) named on the application and TotalTrainer.co.uk

Definitions of terms contained in this Agreement

The Client - A user who has filled in one of our forms to receive quotes from reputable personal training companies.

The Subscriber - The business who is registered to offer products and/or services to the client.

The Form - This allows subscribers to record their enquiries.

Personal Training – This is the service(s) you offer to clients.

Leads - Enquiries purchased by the subscriber. The details are then sent to the subscriber's password protected area and via email and SMS text message.

The Operator – TotalTrainer.co.uk and its User Control Panel - Password protected web interface where subscribers can access their job leads, lead history and manage their payments.

TotalTrainer.co.uk promises

1. Job leads will be gathered independently and distributed impartially to all TotalTrainer.co.uk subscribers.
2. All job leads are from clients who have expressed an interest in purchasing the product or service you are offering.
3. Individual job leads will only be sent to those companies that are:
 - a. Live.
 - b. Offering the services a client is interested in.
 - c. Within the catchment area specified by the subscriber (Nationwide or postcodes).
4. Jobs leads can also be tracked via the subscriber User Control Panel, email and text message.
5. Job leads will include the client's name, service of interest, a short message from the client, telephone number, email address and postcode.
6. If available TotalTrainer.co.uk will send out a brochure to the client as soon as a lead is purchased.
7. Despite TotalTrainer.co.uk's best efforts to qualify the job leads, the operator will not be liable for false information provided by the client. Nor is the operator responsible for the job lead turning out to be qualified or not.
8. The only obligation underwritten by the operator is providing the subscriber with job leads from clients. The operator is not involved in negotiations and under no circumstances will the operator be held responsible for disputes between clients and subscribers.

Subscriber commitments

By becoming a member of TotalTrainer.co.uk, the subscriber agrees to:

1. Respond to accepted job leads as soon as possible.
2. Comply with industry standards and employ competent staff.



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3. Exclusively use the job lead supplied by the operator. The re-selling, renting or exchange of leads is prohibited.

4. Be able to display your current Public Liability insurance and personal training qualifications to a client on first meeting them.

Duration of membership

Membership will remain active for the length of time the account is used. In case of non-compliance, TotalTrainer.co.uk reserves the right to suspend or terminate any membership without notice or refund.

Billing and payment

1. To collect transactions TotalTrainer.co.uk uses the services of a third-party credit card payment system called Stripe. Stripe is 100% secure.

2. A full activity report inclusive of card transactions, receipt and purchase of leads is available in the TotalTrainer.co.uk members' area and is updated immediately.

3. TotalTrainer.co.uk reserves the right to change the price of enquiries at any times, but subscribers will be charged based on the lead's cost when withdrawn.

4. Any enquiry bought that doesn't meet your line of business must be reported within 72 hours. After this period the lead will be seen as valid and will not be refunded.

5. Non-compliance leads include:

- Hoax leads
- Incorrect contact information
- Competitor testing the market

Modification of website

The operator reserves the right to change the structure and content of TotalTrainer.co.uk and the subscriber User Control Panel at any time.

Use of TotalTrainer.co.uk logo and the subscriber

1. The subscriber may use the TotalTrainer.co.uk logo to assist in its promotion. In the event that the subscription is terminated, the subscriber agrees to cease using and to remove the TotalTrainer.co.uk logo from its promotions immediately.

2. The subscriber hereby gives its consent to TotalTrainer.co.uk to carry out any relevant searches on any or all individuals with any credit reference agency that we deem appropriate. Such credit agencies may keep a record of that search and may share that information with other parties.

Data Protection Act

Information collected from TotalTrainer.co.uk and its affiliate websites is protected under the Data Protection Act 1998. Only mandatory information will be forwarded to subscribers.