

Each member and prospective member is asked to carefully read these terms and conditions which should be observed in the interests of maintaining the highest quality of goPhysio Pilates and of its facilities.

1. DEFINITIONS

“Member/Membership” means anyone who has an active Direct Debit (DD) monthly payment in place with goPhysio Limited

“Members” means all members of goPhysio Pilates

“Membership Agreement” means the House Rules, these Terms and Conditions

“Membership Benefits” means all facilities and services advertised and/or made available to Members as detailed within these Terms and Conditions and House Rules

"Studio" means the GOPHYSIO Studio at 11 Bournemouth Road, Chandlers Ford, SO53 3DA.

2. INTERPRETATION AND VARIATION

2.1. goPhysio reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.

2.2. The Terms and Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

3. MEMBERSHIP AND ACCEPTANCE OF MEMBERSHIP

3.1. Acceptance of membership is at goPhysio Ltd’s absolute discretion. Upon acceptance of membership, use of the facilities and the studio shall commence upon the date of acceptance. The member will be entitled to all rights and privileges classified by the type of membership accepted under this agreement.

3.2. The Member agrees to abide by the “House Rules” which are available on our website and a copy of which is available at the Studio.

3.3. Acceptance by goPhysio Ltd of the members application shall constitute a legally binding contract between goPhysio Ltd and the member upon the terms and conditions of this membership agreement.

3.4. goPhysio Ltd reserves the right to prevent entry into the facilities by any Member or former Member whose Membership has been suspended or terminated.

3.5. Members of goPhysio Ltd shall be at least sixteen years of age. Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult. The acceptance of Members shall be at the sole discretion of the Proprietor who shall not be under any obligation to give reasons for refusal.

3.6. Membership of the Studio is personal to a Member and cannot be assigned, transferred or otherwise disposed of.

3.7. goPhysio Ltd may assign the benefit of this Membership Agreement to a third party at any time upon notice to the Member. Notices of assignments will be presented in email format which will constitute due notice of all such changes.

3.8. The facilities provided by goPhysio shall (depending on the Membership Option) be available during the usual opening hours of the Studio, but nothing shall prevent goPhysio Ltd from changing the times of opening, the time of last entrance, or from temporarily closing the Premises or any part thereof or any facilities therein, whether for temporary repair, refurbishment, improvement or for any other reason.

3.9. In applying for Membership, the Member warrants and represents that, so far as he/she is aware, he/she is in good physical condition and that he/she is capable of all forms of exercise and that such exercise would not be detrimental to his/her health.

3.10. If any medical, illness or health condition is advised to goPhysio Ltd, it is strongly recommended (and in many cases mandatory) to seek reassurance in written format by your GP or physician to ensure you can continue physical activities with goPhysio Ltd.

3.11. Without in any way limiting the ability to use the facilities at goPhysio Ltd, it is the Member's sole responsibility to bring to the attention of goPhysio Ltd, any medical condition that may present a risk to the Member in engaging in any particular activity.

3.12. Certain data on Members may be kept and processed by goPhysio, including details of age, medical information and exercise history in relation to reasonable management and healthcare to which each Member consents. This will be in compliance with GDPR guidelines.

3.13. Pilates members with an active direct debit membership in place will be able to claim a 5% discount off of other goPhysio services. This includes physiotherapy, sports therapy, sports massage and rehabilitation. To claim your discount, you need to inform the receptionist you are a Pilates member prior to making payment. Your discount will cease to apply if you cancel your Direct Debit.

4. CLASS BOOKING, ATTENDANCE AND MAKE UP CLASSES

4.1. Your DD payment entitles you to attend a set, regular class or classes every week, dependent on the category of membership you are signed up for.

4.2. Your space in the regular class is guaranteed whilst you have an active DD payment in place.

4.3. Make up classes are offered subject to availability. There is no guarantee of a space in a make up class.

4.4. In order to qualify for a make up class, you must provide at least 24 hours notice of your non-attendance in your regular class.

4.5. Make up classes will expire at the end of every calendar month. Any unattended classes must be made within the same calendar month.

4.6. If you fail to attend a make up class without 24 hours notice, the make up class can not be rescheduled.

5. MEMBERSHIP PAYMENT TERMS

5.1. All monthly membership payments shall be made automatically by Direct Debit via GoCardless. The payment will automatically be taken on (or around) the 25th day each month until the terms of membership termination have been satisfied.

5.2 Direct Debit payments take at least 3 - 4 working days to set up. Should you join without sufficient time to set up a Direct Debit, an advanced pro rata payment will be taken for the remainder of the month plus the following months membership payment.

5.3. Monthly payments shall be paid in advance of any classes to be attended by DD.

5.4. It is the members sole responsibility to ensure that monthly payments continue in order to remain an active member.

5.5. No joining fee, administration fee or membership payment is refundable under any circumstances, unless otherwise stated in the Terms and Conditions.

5.6. goPhysio Ltd reserves the right to increase the price of membership payments. Notice will be given to members in writing either by email or written letter to the member.

6. TERMINATION OF MEMBERSHIP

6.1. Membership will automatically be suspended and all applicable suspension rules applied to the membership should a member fail to make payment for the monthly membership.

6.2. You may terminate your membership at any point by cancelling your direct debit with your bank, allowing 3 to 4 working days for the bank to action this.

6.3. goPhysio Ltd reserve the right, at its sole discretion and at any time, to terminate or suspend the Membership of any Member with immediate effect in the event that the Member commit a breach of this Membership Agreement.

6.4. goPhysio Ltd reserve the right to suspend or terminate a membership if goPhysio has reasonable grounds to believe that the Member's physical and/or medical condition is not up to the standards required by goPhysio Pilates and that the continuance of the Membership would be detrimental to that Member's health.

6.5. All Membership fees are non-refundable or transferable.

7. CLASS SCHEDULE

7.1. All classes and services offered are subject to availability.

7.2. Details of class times at the Studio may vary from time to time. Class times will be published by the Studio and will be available either at the Studio or at www.gophysiotherapy.co.uk.

7.3. Teachers and classes are subject to change, goPhysio management will endeavour to notify with as much notice as possible given the circumstances for change but makes no commitments to notify you within a set period of time.

7.4. If there are 4 or less persons signed up for a timetabled class, goPhysio reserves the right to review the timetable and cancel the class. There will be notice of the cancellation.

8. HOUSE RULES AND USE OF FACILITIES

8.1. goPhysio Ltd reserves the right to terminate immediately any service offered in the event you breach any of the terms and conditions agreed to by all members.

8.2. Any personal belongings are brought in to goPhysio facilities at the owners risk and goPhysio will not be liable for any liability, claim or expense arising directly or indirectly from any loss, theft, or damage to the personal belongings or property of any Member in the premises.

8.3. Personal belongings must be stored in the designated areas during classes in order to maintain a clear, safe area for all the class attendees and Instructors.

8.4. Each Member shall at all times observe the directions and recommendations made by the management and staff of goPhysio in connection with the safe and hygienic use of the facilities. Appropriate attire must be worn in the studio. In the event that a Member shall observe a want of repair or any situation which could give rise to personal injury, the Member should notify a member of staff as soon as possible.

8.5. In the interests of safety and hygiene, no crockery, glass or food are permitted in the studio. Only water is permitted in the Studio. Other than with the exception of guide dogs no pets are permitted in goPhysio's facilities.

8.6. Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

8.7. Out of courtesy to other members and our staff and your own safety to train without a proper warm up, all Staff have the right to refuse entry to any class or service provided at goPhysio if you arrive more than 5 minutes later than the determined start time of the class and/or service.

8.8. Appropriate dress is required to attend any classes and services at goPhysio. It is recommended that you wear comfortable clothing that covers you appropriately for the exercise modality attended. Socks are recommended.

8.9. goPhysio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of goPhysio's facilities.

8.10. Members are required to follow the instructions of the instructor at all times.

9. RIGHTS TO REFUND AND CANCELLATION

9.1. The Client shall not transfer membership to any other person or permit them to be used by anyone other than the Client. All fees are non-refundable.

9.3. The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer.

9.4. Extending circumstances will be revised on a case by case basis. These will include, but not be limited to, pregnancy, serious illness or injury, surgery, family issues such as a bereavement.

10. GENERAL

10.1. goPhysio Ltd may change these terms and conditions from time to time. By visiting goPhysio's facility you are accepting that you are bound by the current terms and conditions. Any changes to terms and conditions will be notified to you. These terms and conditions form the entire

understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

10.2. Members are required to update and maintain up to date contact details for themselves and it will be assumed that all correspondence sent to members has been received.

10.3. C.C.T.V. cameras are present in the car park, main entrance and reception areas and will be used purely for surveillance, health and safety purposes.

10.4. Details of class times at goPhysio may vary from time to time and will be updated and maintained on our website and available at the Studio.

10.5. Any marketing, educational or other materials of any nature whatsoever produced by the Company in connection with goPhysio Ltd and which are made available to Members will at all times remain the property of the Company and will be subject to the Company's copyright.

10.6. By providing an email address to goPhysio Ltd the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions.

12. LIMITATION OF LIABILITY STATEMENT

12.1. The Company cannot be held responsible for any particular session, instructor and/or item of Pilates equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities, provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

12.2. It is the Member's responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.

12.3. goPhysio accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

12.4. It is vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us.

12.5. Members with low/high blood pressure and/or cardiac irregularities should not attend a class without prior medical advice. If there is any doubt, the Member should consult his/her doctor. Members must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.

13. YOUR PERSONAL INFORMATION AND DATA PROTECTION

13.1. Usage of your personal information is governed by goPhysio's privacy policy, which forms part of these Terms and Conditions.

13.2. goPhysio Ltd agrees to comply with its obligations under GDPR or any other relevant privacy or data protection laws.

14. FORCE MAJEURE

Neither the Member or goPhysio Ltd shall be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Member's or goPhysio Ltd 's obligations in respect of these Terms and Conditions, if the delay or failure was due to any cause beyond the Member's or goPhysio Ltd 's control including, but not limited to, acts of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes.

15. GOVERNING LAW

15.1 This Agreement shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

15.2 If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

16. ENQUIRIES AND COMPLAINTS

All enquiries and issues can be emailed to pilates@gophysiotherapy.co.uk