

# Terms and Conditions

## Move Physio & Rehab Clinics

### 1. INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

"Company" means Move Physio & Rehab Clinics.

"Client" means any person with our booking confirmation (which may be oral or written) constitute the contract ("the contract") between us for the supply of services to you. Bookings from our online bookings system that has completed at the Move Clinics website, [www.moveclinics.com](http://www.moveclinics.com), registration in person, or via the telephone and which registration has been accepted by the Company.

"Studio" means the Move Physio & Rehab Clinics at 241 Acton Lane, Chiswick London W4 5DD

"Terms and Conditions" means these terms and conditions.

1.2 References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

1.3 The Terms and Conditions are incorporated into the Registration Form.

1.4 The Company 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 Clients. Any such changes will be updated on our website and notified to Clients and, until revoked, are and will be binding on Clients.

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

### 2. MEMBERSHIP

2.1 Subject to condition 2.2, when a person has completed the Registration Form he will become a Client of the Studio.

2.2 Acceptance of a person as a Client is in the absolute discretion of the Company.

2.3 The Company reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of any Client whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Clients of the Studio. Any Client so expelled will forthwith cease to be a Client of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

### 3. STUDIO OPENING TIMES

Details of session times at the Studio may vary from time to time. Session times will be published by the Studio and will be available either at the Studio or at [www.moveclinics.com](http://www.moveclinics.com)

### 4. PAYMENT TERMS

4.1 Details of session prices and gift certificate prices are available either at [www.moveclinics.com](http://www.moveclinics.com) or directly from the Studio and will be such prices as determined by the Company from time to



time.

4.2 A Client may not attend any session at the Studio without first booking and paying for the relevant session.

4.3 Payments for sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

4.4 A Client may only buy gift certificates for other Clients.

## **5. BOOKINGS AND CANCELLATIONS**

5.1 A Client may only book or reschedule sessions for themselves via their personal Studio booking facility at [www.moveclinics.com](http://www.moveclinics.com).

5.2 Clients will be charged for a session where cancellation or the rescheduling of a session is not made online or notice of the same is not delivered by hand to the Studio and received in person by a Studio worker within the notice period specified for that session.

5.3 Sessions are booked on a first-come first-served basis. A Client may use the waiting list facility at [www.moveclinics.com](http://www.moveclinics.com) in the event that his first choice session is unavailable. If a Client joins the waiting list for a particular session and then books that session his booking will be subject to the Terms and Conditions in the usual way.

## **6. FITNESS AND HEALTH**

6.1 Clients are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Client if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

6.2 Clients with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Client should consult his doctor. Clients must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.

6.3 Clients are required to follow the instructions of the instructor at all times.

## **7. LIMITATION OF LIABILITY**

7.1 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 (e.g. showers), provided to Clients, 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.

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



session.

7.3 The Company accepts no liability for loss or damage to property of Clients or for injury to Clients on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

## **8. USE OF FACILITIES**

8.1 A Client is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

8.2 Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult.

## **9. PERSONAL BELONGINGS**

Personal belongings are brought onto the Studio premises at the Client's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

## **10. DRESS**

Clients are requested to wear clothing appropriate to the practice of Pilates and Move Clinics recommend that Clients wear stretch pants or shorts and a T-shirt or sports top, clothing which will not restrict movement. Clients should attend all sessions with appropriate grip socks. Socks are available for purchase from reception. Footwear should be removed before walking in the studio.

## **11. SAFETY & HYGIENE**

11.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the studios. Only water is permitted in the Studio. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds.

11.2 Notwithstanding paragraph 11.1 above, Clients must not walk around the Studio barefoot if they have verrucas or similar foot complaints.

11.3 Clients 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 Clients must not interfere with these exits for any reason. In the event of a fire, Clients are asked to make their way to the nearest available exit.

11.4 Smoking is forbidden in all areas of Move Clinics.

## **12. GENERAL**

12.1 Clients are required to give notice to the Company of any change of home address or email address. Failing such notice, all communications will be assumed to have been received by the Client within five days of mailing to the last address (of either type) notified to the Company.



12.2 The Company reserves the right to refuse admission to the Studio.

12.3 The Company will not assign the benefit of the Registration Process and a Client's membership to any third party at any time without notice to the Client.

12.4 A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process.

12.5 The Company may, if a Client so wishes, communicate with the Client by electronic mail ("email"). By providing an email address to the Company the Client consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Client also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Client by email.

12.6 Clients must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Clients.

