



**PHYSIOCARE**  
BODY MANAGEMENT

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also Physiocare Earley

## **Physiocare Total Body Management Gym**

### **Terms & Conditions**

These Terms and Conditions form the basis upon which Physiocare Total Body Management provides the gym membership to you. By applying for a gym membership you are agreeing to be bound by these Terms and Conditions.

Company Name : The Really Fit Company Ltd t/a Physiocare Services  
Company Number : 3691028

### **Cancellation Rights**

1. If you are unhappy with the service offered by Physiocare for any reason within the first 7 days of becoming a member, you are entitled to a refund of any membership fees, excluding joining fees and any dates used charged at day rate, processed upon producing written evidence to Physiocare of your membership, date of joining and payment (receipt). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
2. Online membership purchases are excluded from the 7 day grace period as it is understood that you are fully aware of facilities and services provided and in full agreement to the terms and conditions of membership.

### **Your termination rights:**

#### **Monthly, 3 Monthly, and 12 Monthly Rolling Memberships**

- a) You may terminate your membership at any time. Cancellation must be processed 7 days prior to the payment being taken. Failure to do so will result in membership fees being taken and no refund due.
- b) Cancellation of subscription agreement must be made by the account holder directly via the Physiocare Total Body management Website. You must also inform Physiocare of the action taken.
- c) Please be aware due to the nature of the subscription mechanism you will be unable to cancel via your bank until a minimum of 1 payment has been debited.
- d) For membership subscriptions you may terminate your subscription at any time. No refund is payable, but you can of course continue to use the facilities at the Body Management Gym for the remainder of your paid membership until the day your membership expires.
- e) Where Physiocare is in material breach of these Terms and Conditions; or Due to genuine and relevant medical reasons (for example, illness or injury. A valid medical note must be provided).

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The Really Fit Company Ltd  
Registered in England No: 3691028  
Registered Office: 291 Greys Rd, Henley-on-Thames. RG9 1QT

MEMBER OF THE HEALTH PROFESSIONS COUNCIL

**hcpc** health & care  
professions  
council

Physio  
First

#### Termination by Physiocare Body Management:

Physiocare may terminate your membership immediately and at any time without further liability to you: If in Physiocare's reasonable opinion your continued membership is, or is likely to be, injurious to yourself, the character and interests of Physiocare, or any other member, for example but not limited to, where your behaviour is abusive, violent, disruptive or threatening; or you breach any of these Terms and Conditions; or you let other people use your membership to access the Physiocare facilities.

#### Limitation of Liability:

1. You acknowledge that there is an inherent risk of injury (including permanent injury and even death) when undertaking exercise and you understand the dangers and risk in undertaking physical exercise. This is including, but not limited to, serious neck and spinal injuries, injury to bones, joints, ligaments, muscles, and tendons. By purchasing your membership subscription, you voluntarily assume such risk.
2. You understand and accept that Physiocare shall only be liable for personal injury or death where this arises from Physiocare, its employees', or its subcontractors' negligence.
3. Physiocare shall not be liable, whether in tort, contract, law or otherwise, for any losses including:
  - loss of income or revenue
  - loss of profit
  - loss of business
  - loss of anticipated savings
  - loss of data.

#### Your Belongings and Lockers:

1. Bags and personal belongings are not permitted in fitness areas and should be stored in lockers provided in the gym.
2. Lockers are provided in the gym for the duration of your session only.
3. The locker keys are provided with a pin, for you to attach to your person whilst using the gym.
4. Any items left in the lockers overnight will be removed and held in lost property for 48 hours, if not collected within this timeframe the contents will be disposed of.
5. Members are solely responsible for their own belongings whilst visiting Physiocare. Physiocare accepts no responsibility for any loss or damage to personal property.
6. Although we will always endeavour to return articles of lost property to their owner, we do not take responsibility for any items held in lost property. Such items will be kept until claimed, but for no longer than 7 days.

#### Data Protection:

1. You consent to Physiocare, whether directly or through an intermediary, processing your personal information for the purposes of membership.
2. You are responsible for notifying Physiocare of any changes to your personal information.
3. You are required to provide your full name, address, mobile phone number, email address, date of birth.

#### Physiocare Body Management Gym Rules:

1. Appropriate sportswear must be worn at all times. Sports trainers must be worn; jeans, flip flops, opened toed sandals, high heels and training with either just socks or bare feet is not acceptable.
2. All members must attend an induction. Inductions are bookable at reception and there is no limit to the amount of inductions you can attend. Upon completing your induction it is also understood that you do so under the agreement that you have read, understood and agree to abide by both the Terms and Conditions of membership and the Physiocare gym rules.
3. Physiocare will not accept any liability for any claim for negligence if an induction has not been carried out by qualified member of the Health & Fitness Team.
4. Place your litter in the bins we provide.
5. Do not enter our premises whilst intoxicated.
6. Do not engage in any type of criminal behaviour whilst on our premises.
7. No food is to be consumed in the gym facilities and only secure bottled drinks are permitted.
8. Replace weights and equipment after use, this is monitored via a camera and repeat offenders will have their membership cancel with no refund due.
9. Do not drop or throw weights down on the floor (including in the free weights area), this is monitored via a camera and repeat offenders will have their membership cancel with no refund due.

#### Personal Training:

1. Only the Physiocare therapists may give personal training or exercise program advice.
2. Members shall not be permitted to give personal instruction for financial gain or otherwise.

#### Pilates Subscription:

These terms and conditions form the basis upon which The Body Management Gym provides Pilates Subscription to you. By joining our Pilates subscription you are agreeing to be bound by these terms and Conditions.

- a) Cancellation Rights: If you are unhappy with the service offered by us for Pilates Subscription for any reason within the first 7 days of becoming a member, you are entitled to a refund of any subscription fees, excluding the cost- charged at a class rate for those dates for any class attended or unattended during the seven day notice period.
- b) Termination Rights: 3 or 12 monthly membership. You may terminate your membership at any time. No refund is payable, but you can of course continue to attend your class for the remainder of your paid subscription.

#### Purchase of Products:

1. The placing of a Product on our Website is an invitation to accept offers for such Product and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your order (whether or not the order has been acknowledged and payment made).
2. You shall ensure that the terms of your order are complete and accurate.
3. After placing an order on the Website you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy Products.
4. All orders are subject to acceptance by us. If we have accepted your order, we will notify you of completed purchase.
5. The contract between us ("Contract") will relate only to those Products whose order we have confirmed. We will not be obliged to supply any other Products which may have been part of your order until the acceptance of such Products has been confirmed.

6. Any order or purchase is subject to availability of the Product. If the Product becomes unavailable prior to delivery we will notify you as soon as possible. Either us or you may then cancel the part(s) of the order relating to the unavailable Product (including those Products which can be reasonably linked to the unavailable Product) or we will, where possible, give you the choice of purchasing an alternative from us. A full refund will be issued to you for all cancelled parts of your order after we have received from you or sent notification of cancellation of the order. If you choose to purchase an Alternative in accordance with this condition Physiocare's product purchase terms will still apply. If an Alternative is chosen and payment has already been taken for the order we will refund to you any overpayment or, in the case of an underpayment, you will pay us any additional sums due in relation to the Alternative.
7. In the event that a Product is listed or quoted at an incorrect price due to an error, we will notify you within 14 days of the correct price by e-mail, telephone or fax. Either us or you may then cancel the part(s) of the order relating to the incorrectly priced Product (including those Products which can be reasonably linked to the incorrectly priced Product) or you may purchase the incorrectly priced Product(s) at the correct price. If you confirm you want to purchase the Product at the corrected price, upon full payment having been made, you will be notified that your product is ready for collection. If payment has been taken for the Product and you cancel your order we will, on return of the Product issue a refund. If only some of the Products you ordered are mis-priced it will not affect the order in relation to any Products which were priced correctly.

#### Delivery:

Physiocare Total body Management does and will not deliver products purchased from its websites. All purchases must be collected from Physiocare premises as stipulated at the time of purchase.

#### General

1. These Terms and Conditions shall constitute the entire agreement between you and Physiocare Total Body management. Each party agrees that it shall have no remedy in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and Conditions.
2. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. The courts of England shall have non-exclusive jurisdiction