



Physio 2 Pilates Ltd Terms and Conditions

These Terms are Dated 31st January 2020 and replace any previous version.

Thank you for deciding to use our services and resources - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

These Terms and Conditions are designed to protect both of us and take care of the business side of things so that we can get on with providing you with first-class Physiotherapy and Pilates Services. Please let us know if there are any clauses that you do not understand or that contradict your understanding of our services.

In this contract:

- 'We', 'I', 'me' 'our', 'ourselves' or 'my' means Physio 2 Pilates Ltd and
- 'You' or 'your' means the person buying or using our services and resources.

If you would like to speak to us about any aspect of this contract, please contact us by e-mail at admin@physio2pilates.co.uk or telephone 0121 240 9202 and we will be happy to help.

BACKGROUND

We provide Pilates Classes, Individual Pilates Sessions and Physiotherapy Consultations.

Physio 2 Pilates is a Limited Company with Company Number 10642546 and with its registered address at 631 Warwick Road, Solihull, B91 1AR.

1 Introduction

- 1.1 If you purchase services from Physio 2 Pilates Ltd you agree to be legally bound by this contract.
- 1.2 If you use any of our free resources (for example podcasts, workbooks, online classes, online exercises or any other resources we may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.
- 1.3 When buying any services or using any resources you also agree to be legally bound by:
 - 1.3.1 our website terms of use and privacy policy;
 - 1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;
 - 1.3.3 specific terms which apply to our services, for example programme or service descriptions which may be set out on the webpage for that programme or in email correspondence between us. If you want to see these specific terms, please visit the relevant webpage for the programme or look at the services description I have sent you in an email or request it from me.

All these documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 Certain sections of this contract only apply to you and ourselves if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract of sale between you and us is made (see the summary box below). We shall give you this information in a clear and understandable way either in this contract or the relevant programme or service description we agree between us.

I shall give you information on:

- the main characteristics of the services you are buying
- who we are, where we are based and how you can contact us
- the price of the services
- the arrangements for payment, carrying out the services and the time by which we shall carry out the services
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- our complaint handling policy

3 Ordering services from us

- 3.1 Below, we set out how a legally binding contract to buy services between you and us is made:

3.2 Placing your order via our Mindbody booking software

You place an order either on the site by clicking on the relevant payment link or we shall send you the link by email. Please read and check your order carefully before submitting it.

- 3.2.1 When you place your order at the end of the online checkout process by clicking on the payment link on our site we shall acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 3.2.2 Any quotation given by us before you place an order for services is not a legally binding offer by us to supply such services. Any prices set out in a quotation remain valid for 14 days.
- 3.2.3 When you decide to place an order for services with us, this is when you make a legal offer to buy such services from us.
- 3.2.4 We may contact you to say that we do not accept your order, for example if we do not think our services are right for you or there has been a mistake in the pricing or description of the services, or our circumstances have changed since we gave you the quotation for the services.
- 3.2.5 We shall only accept your order when we confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) we shall start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

3.3 Placing your order in person in our clinic or over the phone.

You place an order either over the phone or in the clinic please check you are happy with your order before making any payment.

- 3.3.1 When you place your order we shall acknowledge it by email.

- 3.3.2 Any quotation given by us before you place an order for services is not a legally binding offer by us to supply such services. Any prices set out in a quotation remain valid for 14 days.
- 3.3.3 When you decide to place an order for services with us, this is when you make a legal offer to buy such services from us.
- 3.3.4 We may contact you to say that we do not accept your order, for example if we do not think our services are right for you or there has been a mistake in the pricing or description of the services, or our circumstances have changed since we gave you the quotation for the services.
- 3.3.5 We shall only accept your order when we confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:
 - (a) a legally binding contract will be in place between you and us, and
 - (b) we shall start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

4 Carrying out the services

- 4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.
- 4.2 We shall carry out the services within the time period which is set out in the relevant programme or services description.
- 4.3 Individual Pilates and Physiotherapy Sessions
 - 4.3.1 All individual Pilates and Physiotherapy sessions (including rearranged sessions) must be taken within the timeframe specified in the programme description or services description or they will expire.
 - 4.3.2 You can rearrange any two individual or Physiotherapy sessions, this includes where you have purchased a prepaid block of 6 sessions, providing you give us at least 24 hours' notice. If you give us less than 24 hours' notice or fail to turn up for a session you will be deemed to have taken the session and you will not be able to reschedule it, be entitled to any compensation for missing it and will be liable for the full fee for that session. We reserve the right where you have already rearranged two sessions to not accept any further bookings.
 - 4.3.3 We require a £20 deposit to secure an appointment booking. This needs to be made at the time of booking and can be made online or over the phone during office hours. We reserve the right to cancel any appointment where the deposit has not been received. Should you need to re-arrange the appointment, as long as you follow our cancellation terms below in section 4.3.4, we will hold the deposit on your Physio 2 Pilates account to be used within 2 months. Should you fail to attend an appointment or cancel with less than 24 hours notice this deposit will be used as part payment towards the missed session and any remaining balance will then become due for that session.
 - 4.3.4 If you are not going to attend your appointment, we require that you give at least 24 hours notice. Cancellations may be done over the phone by speaking to a member of the admin team or via e-mail. We will then cancel your session without charge and credit any deposit to your Physio 2 Pilates account. It is your responsibility to make sure that we have received your cancellation notification. We will then confirm the cancellation with you, and you will receive an e-mail notifying you that the session has been cancelled. If you do not receive a cancellation confirmation, please notify us immediately.
 - 4.3.5 Please note that failing to pay the deposit does not constitute a cancellation and unless you notify us of your intention to cancel the individual session by speaking to a member of the admin team or via e-mail you will continue to be booked in. Failure to attend this appointment without at least 24 hours' notice or any prior notice will result in you being charged in full fee for the session.

4.4 Monthly Block Booked Classes

4.4.1 Our classes are booked in monthly blocks starting on the first of every month and running to the end of that calendar month. We do offer a limited number of pay as you go classes, please see section 4.5.

4.4.2 When you book your individual consultation and you wish to attend our classes we are happy to provisionally reserve you a place in your chosen class. However, if your Physiotherapist feels that the reserved class is not suitable for you for any reason, we reserve the right to cancel that class booking and any fee for the class booking shall be refunded to you. You have the right to cancel your reserved class at any time prior to your initial consultation or at your initial consultation and there will be no charge. Cancellations made after this time will be subject to our normal cancellation policy.

4.4.3 Your monthly block booking will be made on an ongoing basis. You are free to cancel your booking at any time by giving us at least 14 days' notice before the start of the month. Your classes will then be cancelled from the start of the following calendar month after the 14-day notice period. Failure to do so will mean you are charged for the following month. No refunds will be given.

As by way of an example if you would like to stop attending classes from the 1st June you would need to have cancelled 14 days prior to that date (18th May) failure to do this or give less than the required 14 day notice period, this would mean you would be charged for June and your classes would be cancelled from 1st July.

4.4.4 All class cancellations must be made in writing via email, verbal cancellations will not be accepted. It is your responsibility to make sure that we receive your cancellation. We will then confirm the cancellation with you via e-mail. If you have not received a cancellation confirmation within 5 working days of cancelling, please notify us immediately. Failure to notify us of your intention to cancel or failure to cancel within the correct time frame as detailed in 4.4.3, will result in you continuing to be charged, in full, for your regular booking.

4.4.5 We are only able to guarantee your place in a class where you are block booked and payment has been made in full. However, we will try our best to accommodate class swaps where possible and as spaces allow. For you to be eligible for a class swap the following criteria needs to be met:

- You must cancel your existing class with at least 24 hours notice.
- You must have made payment in full before any class swaps can be arranged.
- We only allow a maximum of 2 class swaps per calendar month.
- Class swaps must be completed within the same calendar month and may not be carried over into subsequent months.
- Class swaps are always subject to availability and offered by way of a gesture of goodwill.
- Class swaps can only be booked a maximum of 10 days in advance.

4.5 "Pay as you Go" Classes

4.5.1 We may offer a limited number of "Pay as you Go" spaces in our classes. These sessions can be booked individually and don't benefit from the discount applied to block bookings.

4.5.2 Pay as you go classes can only be booked up to 10 days in advance and are subject to availability. Monthly block bookings will always take priority.

4.5.3 Pay as you go classes must be paid for at the time of booking and are non-refundable. The fee may be transferred to another class as long as the class is cancelled with at least 24 hours' notice. Failure to attend a pre-paid pay as you go class or cancellation with less than 24 hours' notice will result in you being charged for the class as if you had attended.

4.5.4 For classes cancelled with more than 24 hours' notice, a credit will be applied to your Physio 2 Pilates account to be used towards a subsequent pay as you go class within a 30-day period.

- 4.5.5 Class swaps are not available for pay as you go classes and any missed sessions not cancelled as detailed above will expire.
- 4.5.6 Pay as you go classes maybe booked online, in the clinic or over the phone. You must have completed an initial consultation session or health screening before you are able to book into our classes. If you are unsure, please contact our reception team prior to making your booking.
- 4.6 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services. We shall make reasonable efforts to limit the effect of any of those events, we shall keep you informed of the circumstances and we shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include illness, IT issues and problems with internet connectivity or if you change the services you require from us and we have to do extra preparation. If we have to cancel any pre-paid classes, you will be eligible for a refund or a class credit applied to your Physio 2 Pilates account for the full fee for that particular class or individual session.

5 Your responsibilities

- 5.1 You will pay the price for the services in accordance with the programme or services description.
- 5.2 It is very important that we have a full understanding of your state of health. You will provide us with such information and assistance (and ensure that any information is complete and accurate) as we reasonably need to provide the services.
- 5.3 Whilst every care will be taken to ensure your safety it is impossible to predict the body's exact response to exercise. Therefore, it is important that you provide the correct information on your health form or at your individual consultation to minimise any risk. It is essential that you make the instructor aware of any changes to your medication or health and always work at your own level during the classes and sessions.
- 5.4 If you are currently receiving treatment from a doctor, consultant or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of starting Pilates and that this person is aware of and supports your decision to proceed with the Pilates programme described in the relevant programme or services description.
- 5.5 If you have undergone any surgery in the past 6 months you confirm that you have consulted with your surgeon regarding the advisability of starting Pilates and that this person is aware of and supports your decision to proceed with the Pilates programme described in the relevant programme or services description.
- 5.6 You agree that you will keep us informed of any changes to your medical health even if you feel this may not impact on your Pilates practise.
- 5.7 You are aware that you are able to book an individual review session with one of our Physiotherapists at any point whilst attending classes. We advise that you book a review session at least every 6 months with one of our Physiotherapist to monitor and discuss your progress. This is at your discretion and whilst strongly advisable, we will leave it up to you to book, unless we feel that it is necessary in order for you to continue with classes, you are experiencing problems during the classes or we feel that classes are no longer a suitable option for you and you wish to continue Pilates with us.
- 5.8 Mindfulness does not treat mental disorders and is not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement, you confirm that you will not use it in place of any form of counselling, therapy or medical treatment.

6 Charges and payment

- 6.1 The price for the services is set out in the programme or services description.
- 6.2 Individual Pilates and Physiotherapy Sessions
 - 6.2.1 We require a £20 deposit to secure all sessions at the time of booking. If you need to re-arrange this session, we are happy to transfer this deposit, where possible, to an alternative

appointment within a 2-month period as long as the original session was cancelled in line with our cancellation policy laid out in this contract. After this time any deposit will expire.

- 6.2.2 The remaining balance of the session must be paid in full before or at your session.
- 6.2.3 The fees are non-refundable except for:
- 6.2.4 if you are a consumer, your right to a 'cooling off' period as described below; and
- 6.2.5 where we cancel a session or programme other than under 12.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received
- 6.2.6 In all other circumstances, we are not able to refund to you any of the payments you have made, even where you do not complete your sessions.

6.3 Block of 6 Individual Pilates or Physiotherapy Sessions

- 6.3.1 We require payment in full for all 6 appointments at the time of booking in order to offer you the discounted rate. All sessions must be pre-booked and are valid for a 3-month period from the time of purchase.
- 6.3.2 The fees are non-refundable except for:
- 6.3.3 if you are a consumer, your right to a 'cooling off' period as described below; and
- 6.3.4 where we cancel a session or programme other than under 12.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.
- 6.3.5 In all other circumstances, we are not able to refund to you any of the payments you have made, even where you do not complete your sessions with us, as payment is for the programme as a whole, not individual sessions. This is a reflection of the amount of preparation we need to put into the programme to make it most effective for you and the amount of time we shall dedicate and set aside for preparing for and attending our sessions together. This policy also helps you with your own accountability and commitment to improving your life through our Pilates programme.

6.4 Monthly Block Booked Classes

- 6.4.1 We require payment in full, for all classes in the calendar month at the time of booking, in order to secure your place in the class and offer you the discounted rate. Please note all sessions of the corresponding class in the calendar month you are attending must be paid for, even if you know you will miss a session. Class swaps maybe requested but are not guaranteed please refer to section 4.4.5.
- 6.4.2 All class payments are due on or before the 1st of each month to guarantee your place in your chosen class. If payment is made after this date, we cannot guarantee your place on an on-going basis. Where this is the case, we reserve the right to cancel your booking.
- 6.4.3 If you no longer want to continue with your block booking you can cancel your booking in line with our cancellation policy set out in section 4.4.3 and 4.4.4. If you do NOT cancel your booking you will continue to be charged and liable for any classes booked even if these were not attended.
- 6.4.4 The fees are non-refundable except for:
- 6.4.5 if you are a consumer, your right to a 'cooling off' period as described below; and
- 6.4.6 where we cancel a session or programme other than under 12.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.
- 6.4.7 In all other circumstances, we are not able to refund to you any of the payments you have made, even where you do not complete your sessions with us, as payment is for the programme as a whole, not individual sessions. This is a reflection of the fact we have reserved

this place for you in our classes on an on-going basis and aren't able to offer the place to anyone else. This policy also helps you with your own accountability and commitment to improving your life through our Pilates programme.

6.5 Pay as you Go Classes

6.5.1 We require payment in full for all pay as you go classes at the time of booking in order to secure your place in the class.

6.5.2 If you are unable to attend a pay as you go class and cancel in line with our cancellation policy laid out in section 4.5, we would be happy to transfer this payment to a suitable alternative class within a 30-day period. After this time, the class will expire.

6.5.3 The fees are non-refundable except for:

6.5.4 if you are a consumer, your right to a 'cooling off' period as described below; and

6.5.5 where we cancel a session or programme other than under 12.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

6.6 In view of our clear no-refund policy, we do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, or after the end of the cooling off period if you are a consumer, I reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

6.7 Payment for our services can be made in the following ways. This is subject to change and is correct effective 28.1.2020

6.7.1 Cash, cheque or card in person at our clinic. (Debit or credit cards during office hours only)

6.7.2 Over the phone by credit or debit card during office hours

6.7.3 Via the payment button on this website

6.7.4 Via Bacs payment directly into our company bank account

6.7.5 Please note that it is not reasonably practicable for us to accept card payments for classes outside office hours, in our clinic. This is due to the high volumes of people wishing to pay. We are however able to accept card payments at your individual sessions outside office hours. Please bear this in mind when deciding how to make your payment to ensure that payments are made on time.

6.8 If any of your payments are not paid on the due date, we may charge interest on any balance outstanding at the rate of 4 percentage points a year above HSBC Bank plc's base rate.

7 Cooling off period for consumers

7.1 If you are a consumer you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.

7.2 The cancellation period will expire 14 days after the commencement of the contract.

7.3 However, if you confirm to us you wish us to start to provide the services during the 14-day cancellation period then you lose your right to cancel. At this point our refund policy set out in clause 6.2, 6.3, 6.4 and 6.5 for the corresponding services, will apply.

7.4 If you cancel this contract in accordance with the cooling off period in clause 7.1, we shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

8 Intellectual property

If we provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to us and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

9 How we may use your personal information

9.1 We shall use the personal information you give to us to:

9.1.1 provide the services;

9.1.2 process your payment for the services; and

9.1.3 inform you about any similar products and services that we provide, though you may stop receiving this information at any time by contacting us.

9.2 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where we consider it necessary to do so because of concerns of risk to yourself or others.

9.3 We shall not give your personal information to any third party unless you agree to it.

9.4 Please find a link to our Privacy Policy for more detailed information

10 Confidential information

10.1 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where we consider it necessary to do so because of concerns of risk to yourself or others.

10.2 Where you participate in any group sessions, for example as part of a group Pilates class, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

10.3 The obligations in clauses 10.1 and 10.2 will not apply to information which:

10.3.1 has ceased to be confidential through no fault of either party;

10.3.2 was already in the possession of the recipient before being disclosed by the other party; or

10.3.3 has been lawfully received from a third party who did not acquire it in confidence.

10.4 Your and our confidentiality obligations under this clause will continue after termination of this agreement.

11 Resolving problems

11.1 In the unlikely event that there is a problem with the services, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

11.2 We may at our option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

11.3 If you are buying services from us nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

12.1 If a programme or services description specifies a length of time for services to be provided, then subject to clause 12.2 below, the services will terminate at the end of that timeframe.

12.2 If we provide services to you on an ongoing basis and the relevant programme or services description does not specify a timeframe then either you or we may terminate the services by 30 days written notice to each other.

12.3 Either you or we may terminate the services and this agreement immediately if:

- 12.3.1 the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or
- 12.3.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.
- 12.4 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

13 Limit on our responsibility to you

- 13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:
 - 13.1.1 losses that:
 - (a) were not foreseeable to you and us when the contract was formed
 - (b) that were not caused by any breach of these terms on our part
 - 13.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.
- 13.2 Our total liability to you is limited to the amount of fees, if any, paid by you for the services.

14 Disputes

- 14.1 We shall try to resolve any disputes with you quickly and efficiently.
- 14.2 If you and us cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.
- 14.3 The laws of England and Wales will apply to this contract.
- 14.4 In the event of a dispute between us, you and ourselves agree not to engage in any conduct or communications, including on social media, designed to disparage our or your website, products and services.

15 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third party rights

- 16.1 No one other than a party to this contract has any right to enforce any term of this contract.