
BANBURY PRIVATE PHYSIOTHERAPY PRACTICE LTD

**PILATES, YOGA, PERSONAL TRAINING AND TAI CHI
TERMS AND CONDITIONS**

SMALL GROUP OR INDIVIDUAL SESSIONS: PER SESSION/PACKAGE BOOKINGS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision of any Services (as “Services” is defined in Clause 1 below) to clients by the Tutors provided by The Banbury Private Physiotherapy Practice LTD
- B. and
- C. where the client is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the client’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Our premises”	means the premises at which We hold Sessions which is The Banbury Private Physiotherapy Practice Ltd at Number 8 Northbar Road , Banbury, Oxon but in Clause 3.17 it means “business premises” as defined in the Regulations;
“Price List”	means Our standard price list for all of the Services which We offer. The list of Services and their prices is available from Us at Our Premises or our web site, Banbury Private Physiotherapy Practice/prices.;
“Registration Form”	means the application and registration form that We provide to You which includes Your confirmation that (a) You are 18 years and above or (b) you are a “Consumer” (c) You have read and agree to these Terms and Conditions (including fitness, health and safety matters in Clauses 6 and 7;

“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Series”	means a series of Sessions booked as a package in one transaction where We and You at the time when You book, you pay for all of those Sessions, and We and You agree all of the times and dates for each of those Sessions.
“Services”	means any and all Sessions at which We provide any Pilates, Yoga, Tai Chi or personal training training, teaching, instruction, and all facilities, services, and equipment which We provide/use in connection with such Sessions;
“Session”	means any class or session of yoga, Pilates, Tai Chi or personal training for You either as an individual and or not as part of a group taking place at a time and on a date booked with Us;
“Teacher/We/Us/Our”	Tutors whose place of business and contact address is the same address as above;
“Terms and Conditions”	means these Terms and Conditions, and “Clause” or “sub-Clause” is a Clause of these Terms and Conditions; and
“You/Your”	means the individual who is Our client.

2. Registration

- 2.1 Only if You register with Us (by completing the Registration Form and agreeing in that Form to these Terms and Conditions), and We then confirm to You orally or in writing that We accept Your registration, may You then book and attend any of the subscribed Sessions.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct and includes Your confirmation of the matters referred to in the definition of “Registration Form” in Clause 1 above.
- 2.3 Upon Our confirmation of Our acceptance of Your Registration Form, there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Sessions, and Consumer Rights

- 3.1 You must be 18 or over and a “Consumer” to book and attend any Session.
- 3.2 A Session is subject to availability and will be on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Session unless You book and pay for the Session for that particular time and date.
- 3.3 Each Session is available as and will be specifically booked only as either an individual (i.e. not group) Session for You or booked as, a group Session.

- 3.4 You may book each Session or group participation by person at 49 Northbar Banbury, Oxon, or by telephone (01295 257584) or Email: reception@banburyphysiotherapy.co.uk
- 3.5 You may book and pay for each Session separately as a one-off Session (not as part of any Series at an individual cost). However, if instead You book a Series and We accept that booking, the discounted price will apply to each Session in the Series. The discount shown in Our Price List will apply to each Session in that Series if the number of Sessions in the Series is at least 4.
- 3.6 We will only provide a Session or Series to You if You have pre-booked and You have paid for the Session or series in advance or on the day of receipt of the tuition.
- 3.7 When You book and pay for any one or more Sessions, we will be entitled to keep some or all of that payment as set out in sub-Clause 3.11 below if You later cancel any such Session without giving Us prior notice of at least 12 hours notice.
- 3.8 We may treat a booked Session as cancelled by You without notice to Us if You do not attend any of the Session. We may decide to make a charge to You for that cancelled Session, and sub-Clause 3.11 below will apply.
- 3.9 You may cancel a Session without charge if You give Us at least 12 hours prior notice of the cancellation. If You do so We will refund to You any sum You paid in advance for it unless when You cancel You ask to rebook for a later, substitute, Session instead and We accept that substitute booking. If the cancelled Session was part of a Series, we will not refund You any sum for it but You may rebook it under this sub-Clause 3.10 for a date falling within the 1 month period after the date when You booked the Series.
- 3.10 If You do not give Us at least 12 hours prior notice of cancellation of a Session, we will be entitled to charge You for any net financial loss up to the full price paid for that Session that We suffer due to Your cancellation.
- 3.11 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Session without giving Us at least 12 hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.9 and 3.11.
- 3.12 We may cancel a Session booked by You at any time before the time and date of that Session in the following circumstances:
- 3.12.1 The Teacher and any other required teacher and/or required equipment or facilities necessary for the Session are not available; or
- 3.12.2 An event described in sub-Clause 8 below occurs and continues for more than 12 hours or
- 3.12.3 We find that you are not a "Consumer" (as defined in Clause 1 above).

If We cancel a Session in such circumstances We will refund to You in full the payment that You have made to Us for that Session

Where it was part of a Series, We will not make a refund but You may rebook that cancelled Session for another date falling within the 1 month period after the date when You booked the Series. We will refund You for that cancelled Session the one off price shown in Our Price List.

- 3.13 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 15 minutes or, if at any time before or after You arrive for a Session We notify You that there will be a delay of at least that time, You may cancel the Session and We will refund to You in full the payment that You have made to Us for that Session unless it was paid for as part of a Series in which case the final paragraph of sub-Clause 3.13 (as to rebooking or refund) will also apply to cancellation under this sub-Clause 3.14.
- 3.14 Sessions, teachers, equipment, and prices are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.15 We reserve the right to expel You from a Session if Your conduct is in Our reasonable opinion unacceptable, or it is or may be in Our reasonable opinion harmful to the Teacher's reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of Our other clients. If We expel You, You will not be entitled to any refund for a Session started but not completed due to expulsion.. Any Session booked (as a one off or part of a Series) but not yet attended will then be deemed to be cancelled by Us. You will then be entitled to a refund for any one off Session/s booked that You have not yet attended, and in the case of a Series where any Session/s in the Series has/have yet to be attended as at the time of expulsion, You will then be entitled to a refund for the number of Sessions not yet attended pro rata to the total number of Sessions in the Series.

4. Fees and Payment

- 4.1 You must pay in accordance with Our Price List for all Services that We fully and correctly provide to You.
- 4.2 You may pay Us for Services using any of the following methods:
- 4.2.1 BACS transfer – details from Reception at 49 Northbar Road, Banbury Oxon
 - 4.2.2 Card payment using Worldpay terminals at Reception, 49 Northbar Road or Number 8 Northbar road
 - 4.2.3 Cash to the tutors with note of attendance and payment on the register
 - 4.2.4 Cheque made payable to the Banbury Private Physiotherapy Practice LTD
- 4.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book a Session and the date of the Session, the price increase will not apply to You for the Session on that date.
- 4.4 All prices of Services shown in the Price List are inclusive of VAT.

5. Eligibility to Attend a Session

- 5.1 We only make Services available to a "Consumer" (as defined in Clause 1 above), and Your application to register with Us will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s)

by You to receive any Services from Us. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to receive any further Services. If at the time of such cancellation You have paid for Sessions as part of a Series but have not yet attended one or more such Sessions, We will refund You for those Sessions not yet attended and the refund will be for the number of Sessions in the Series not attended pro rata to the total number of Sessions in the Series

- 5.2 We will not provide any Session for You unless You are aged 16 years and over or have an adult accompanying you or have a written letter from the parent or carer.

6. Fitness, Health and Safety

- 6.1 You acknowledge that Sessions may be physically strenuous and You agree that You voluntarily participate in a Session with full knowledge that even if the Teacher and any other teacher involved in the Session is not negligent there is an inherent risk of personal injury or illness arising from Your participation in any exercise program and use of specialist equipment.
- 6.2 Certain Services may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition. These can be discussed in advance with a Physiotherapist pointing you to the best method of fitness for you to avoid exclusion from our classes
- 6.3 You must ensure that you are fit and well enough to participate in any Session that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 6.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP, Physiotherapist or other relevant professional medical or other adviser and obtain their written consent where necessary before attending a Session. Advice provided by the Teacher or any other teacher involved in a Session at no time constitutes medical advice and is not a substitute for advice provided by a medical professional.
- 6.5 You agree that when You apply to register, and also when You book and attend any Session, that will be Your confirmation that You have no health or fitness problems (including, but not limited to cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma or other breathing difficulty; diabetes; epilepsy or other allergy) which may affect your participation in any Session.
- 6.6 When You request a booking for a Session and at least 48 hours before You attend any Session:
- 6.6.1 We advise You to tell Us of any special physical needs, any issue relating to Your health, fitness or physical limitations of which You are aware, and any medical condition or on-going medical treatment, which might be relevant to any activity to be undertaken at a Session.
- 6.6.2 You must tell Us:
- 6.6.2.1 of any medical condition or are taking any medication which may affect Your ability to undertake any activities at a Session or to use any equipment or facilities provided by Us.
- 6.6.2.2 of any circumstances affecting Your health which may be worsened by any activities at a Session; and

- 6.6.2.3 if you are pregnant, and if so whether You are in the first 3 months of Your pregnancy.
- 6.6.3 We will discuss with You any such matter that You tell Us and inform You if We decide not to accept Your booking because of that medical, health or fitness issue or special need. If We do accept Your booking, you must act in accordance with any instructions provided by Us relating to the issue.
- 6.7 If You do not tell Us before a Session of anything referred to in sub-Clause 6.5 or 6.6 that We then discover, We will be entitled not to provide all or any part that or any other Sessions You have booked and to treat any such Sessions (or part of them) as cancelled by You without notice, in which case We may make a charge to You as set out in sub-Clause 3.11 above for the Session in or before which We discovered the matter referred to in sub-Clause 6.5 or 6.6. [If such a Session is part of a Series, We may also cancel the remaining Sessions in the Series and in that case We will refund You for each of the remaining Sessions an amount equal to the total price for the Series divided by the total number of Sessions in the Series].
- 6.8 You must not attend any Session when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 6.9 You should arrive at least 10 minutes prior to the start time of a Session, and before any warm up involved in that Session, to allow for a prompt start. If You know You are going to be late for a Session, You should contact Us to tell Us as soon as You can before the Session start time. If You arrive later than a Session start time and You arrive after any warm-up for that Session has begun, We will not permit You to participate in the Session for health and safety reasons.
- 6.10 You should not attempt to use any equipment or facilities until the Teacher or another suitably qualified teacher has instructed You in the correct use of the same.
- 6.11 You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.

7. Our Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke anywhere on Our premises;
 - 7.1.2 make or receive mobile phone calls during a Session. Mobile phones should be switched to silent mode during a Session;
 - 7.1.3 bring any animals into Our premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register; and
 - 7.1.5 bring any drink (except water) or food or glassware into any part of Our premises unless We expressly consent when You make the booking for the Session/s concerned. Please note that We do not provide cold drinking water at all Sessions
- 7.2 You may bring and use Your own mat in each Session but if You do not bring a mat, We will provide one for You.

7.3 You should wear a form of dress appropriate to Your Session.

However, if a Session requires any specific type of clothing, footwear, or other items, We will specify those requirements in advance and You must provide them for Yourself. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the location that We ask You to use. Footwear should be removed on entry to Our premises and left in the location We that We ask You to use. Socks may be worn but are not essential. Clothing should be close fitting rather than baggy so that the Teacher may assess that movement routines are carried out in the correct manner. Items of clothing with zips at the back should be avoided as these may cause you discomfort or damage equipment. Loosely swinging or sharp jewelry should be removed before a Session.

If You must familiarise Yourself with and follow any instructions or information which We give You from time to time or on any occasion relating to any fire or other emergency situation or to other issues relating to health or safety.

8. Events Beyond Our Reasonable Control

8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.

8.2 If any such event referred to in sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Services as necessary. You may, without liability to Us, cancel any Session/s not taking place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Session/s. Where the cancelled Session/s is/are part of a Series, We will refund You for each such Session an amount equal to the total price for the Series divided by the total number of Sessions in the Series

9. Limitation of Liability

9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

9.2 We provide or sell all Services to You only for Your personal and private use/purposes. We make no warranty or representation that any equipment, clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.3 The Teacher is appropriately qualified and is competent to conduct the Sessions assigned to him/her but their advice does not include any medical advice and is not a substitute for advice provided by a medical professional.

- 9.4 If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by the Teacher. We will not be responsible for any loss or damage to Your personal belongings caused by any other client or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 7.4. We therefore advise You not to bring any valuable belongings to Our premises.
- 9.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.6 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 9.6.1 the Consumer Rights Act 2015;
 - 9.6.2 the Regulations;
 - 9.6.3 the Consumer Protection Act 1987; or
 - 9.6.4 any other consumer protection legislation
- as that legislation is amended from time to time.
- For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from the web site or The Banbury Private Physiotherapy Practice- Director

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to register and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a

booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

12. Information

As required by the Regulations:

- 13.1 all of the information described in Clause 12; and
- 13.2 any other information which We give to You about any Services or Us which You take into account when registering or deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

13. Complaints

We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, we nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Teacher please raise the matter with the Teacher at Our premises or by email, post or telephone to; the Practice Manager, The Banbury Private Physiotherapy Practice Ltd, 49 Northbar, Banbury, Oxon OX16 0TH

14. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

15. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

