
Physio on the River – Yoga, Pilates and Dance, Tone & Stretch Class Terms and Conditions

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 6 (LIMITATION OF LIABILITY)

Who we are:

We are Physio on the River Limited, a limited liability company (company registration number 07278786), the registered office of which is at 18 Dunganvan Avenue, London, SW15 5QU.

Terms of service:

1. INTRODUCTION

1.1 These terms and conditions (“**Terms**”) set out the basis on which Physio on the River Limited (“**we**”, “**us**” and “**our**”) shall provide you with yoga classes, Pilates classes or ‘Dance, tone and stretch’ classes (“**Classes**”).

1.2 When you sign up for our Classes (whether by email, in person or by telephone) and pay the fees for those Classes, you agree to be bound by these Terms.

2. CLASSES AND FEES

2.1 Group Classes run three times per year (each a “**Class Term**”). The dates for each Class Term shall be set out on our website at <https://www.physio-on-the-river.co.uk>, or as notified to you in person or by telephone.

2.2 The fee payable for each Class Term shall be as set out in our Class flyers, or as notified to you by telephone, and all fees are payable in advance of the Class Term to which they relate or upon request (whichever occurs earlier).

2.3 All fees are inclusive of VAT.

2.4 **Refunds.** Once paid, fees for any Class or any Class Term shall be fully-refundable within 14 days of you signing up for a Class or Class Term (the ‘**Refund Period**’), provided that the Class or Class Term is not scheduled to start within 7 days of the expiry of the Refund Period. Once the Refund Period has expired, or seven (7) days prior to the start of the relevant Class or Class Term (whichever occurs earlier), fees

payable for that Class or Class Term shall become non-refundable.

2.5 Your place in any Class Term is only secured once we receive payment of the fees and confirm with you that your place has been secured.

2.6 **Class levels.** Our yoga and Pilates Classes are provided at multiple levels to suit customers with differing experience (**‘Levels’**). Pilates Classes are graded at Levels 1-4; Yoga Classes are offered at ‘beginner’, ‘intermediate’, and ‘advanced’ Levels. You must be honest about your level of experience in any of the Classes we offer. You agree to comply with the recommendations made by the Class instructor (or any of our staff) as to the Level of Class you should attend, and not to book Classes of a more advanced Level than that at which you have previously attended, or as otherwise directed by our staff.

2.7 **One-off Classes.** You may also book individual Classes as a trial Class or if your schedule does not permit regular attendances during any Class Term. The prices for individual classes shall be as set out on our website at <https://www.physio-on-the-river.co.uk/prices>, or as notified to you on the phone. One-off classes are subject to availability, and may only be booked at the Level of Class you have previously attended, or as directed by our staff.

2.8 **Private lessons.** We also offer private Classes on a one-to-one basis. The prices for private lessons shall be as set out on our website at <https://www.physio-on-the-river.co.uk/prices>, or as notified to you on

the phone. Private lessons are offered subject to availability. Clause 2.4 (Refunds) does not apply to private lessons. A full refund shall be given for amendments or cancellations to private lessons up to 24 hours prior to the start of the lesson.

3. REQUIREMENTS

3.1 You must be 12 year of age or older to attend our Classes. If you are under the age of 18, these Terms, and any other forms or questionnaires referred to in them will need to be signed by your legal guardian.

3.2 We have sole discretion as to whether we accept you for our Classes.

3.3 **Disclosure of medical conditions.** You will be asked to fill out a health questionnaire prior to the start of the first Class you attend. You agree to declare to us at the earliest opportunity, and in any event, not later than the beginning of the first Class you attend (in the health questionnaire) any condition that relates to your muscles, limbs or joints that may cause harm to you or anyone else in connection with you attending our Classes. You further agree to disclose:

- (a) any cardiovascular or neurological conditions that you may have;
- (b) any other conditions you may have in relation to which your GP or doctor has advised you that you should not undertake physical exercise; and
- (c) any surgery you have undergone, whether or not such surgery is likely to affect your ability to participate in our Classes,

in each case prior to the start of your first Class with us in your health questionnaire, and thereafter as soon as possible in the event of any subsequent injury or other change in your health or medical history.

3.4 You must attend all Classes and be present prior to the time when the Class starts. We reserve the right to refuse entry to anyone who has not arrived prior to the Class start time as there is a risk of harm if the warm up stretches and exercises necessary to

reduce the risk of injury have not been performed.

3.5 You acknowledge, understand and agree that as with any physical activity, including yoga and Pilates, that there is a risk of injury and that this is something beyond our control. By signing up to and/or attending our Classes, you expressly agree to the risk of such injury and hold us harmless in respect of any such injury or harm occurring to you, save and except where such injury is the direct result of our negligence.

3.6 In the event that you are unable to continue attending our Classes part-way through any Class Term by reason of any change in your health, personal circumstances or personal injury, there shall be no right to a refund for the remaining part of the Class Term.

3.7 **Make-up classes.** In the event that you miss any Class in the Class Term, we may be able to provide an alternative Class for you to attend at another date in the Class Term ('**Make-up Class**'). Make-up Classes are offered at our sole discretion and subject to availability. Though we make reasonable efforts to accommodate our customers, we make no representation that Make-up Classes will be made available at a time you are able to attend for any missed Classes in a Class Term, and we shall have no liability to you for any wasted fees that may result from your inability to attend any Class or Make-up Class (if available).

3.8 You agree to arrive at our clinic at The Terrace, London SW13 0NP at least ten minutes prior to the start of each Class.

3.9 You agree to attend all Classes in suitable loose-fitting sports clothing appropriate for the type of Class you are attending.

3.10 We reserve the right to refuse your attendance to any Class in the event that we take the view that the clothing you have brought is inappropriate for the Class.

3.11 You agree that you shall be fully responsible for your own belongings, and that we shall have no liability for any loss or damage to your personal property at our clinic.

3.12 You agree to comply with all reasonable instructions of the Class instructor, whether during or outside of the Class times.

3.13 **No carry-over.** Should you miss any Classes in any Class Term, you shall not have any right to attend any additional Classes in any subsequent Class Term.

4. OUR RIGHTS

4.1 We reserve the right to remove you from our Classes on a temporary or permanent basis for any lawful reason whatsoever, including if we consider that you have acted inappropriately or if you do not attend for three consecutive Classes in any Class Term.

4.2 In the event that we decide to remove you from any of our Classes, any fees paid for that Class Term shall be non-refundable.

5. DATA PROTECTION

5.1 We handle your personal information in accordance with our privacy policy which is available here: <https://www.physio-on-the-river.co.uk/privacy-notice/>

6. LIMITATION OF LIABILITY

6.1 We exclude any and all liability to you to the maximum extent permitted by law.

6.2 In any event, our maximum liability to you shall be limited to 100% (one hundred percent) of the fees paid by you for the Class or Class Term in which our liability (if any) to you arose.

6.3 You hereby agree to hold us harmless in respect of any and all claims, liability, losses (including secondary losses), expenses, damages and costs that may arise out of, in connection with or relating to:

- (a) any breach by you of these Terms;
- (b) any non-attendance or late attendance by you of any of our Classes or Make-up Classes;
- (c) any inability of you to attend our Classes by reason of health, personal injury, or any other reason whatsoever;
- (d) any personal injury sustained by you in the course of attending our Classes (save and except in the case where such injury is the direct result of our negligence);
- (e) any refusal by us to allow you to attend any Classes (for any reason whatsoever); and
- (f) any other liability which is not the direct result of our negligence or failure to perform any of our obligations under these Terms, or any term implied by statute.

7. GOVERNING LAW AND JURISDICTION

7.1 These Terms shall be governed and construed in accordance with English law.

7.2 Any disputes arising out of or in connection with the agreement, including non-contractual disputes and claims, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed:

..... NAME:

..... DATE:

If signing on behalf of a minor, please also complete the following:

PARENT / LEGAL GUARDIAN (delete as appropriate)

NAME OF CHILD: CHILD'S AGE: