

## Revival Rehabilitation Gym Limited

### TERMS AND CONDITIONS

#### Introduction

To help you understand our responsibilities to you and your responsibilities to us we ask that you read these terms and conditions. These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms apply to Single and Joint Memberships

1.1. **What these terms cover.** These are the terms and conditions that govern the agreement for use of facilities at Revival Rehabilitation Gym Limited (referred to in these terms as the "Gym") who trades as Revival Health and Wellbeing Centre. Any fees referred to in these terms can be views at <https://www.revival-health.co.uk/gym>

1.2. **Why you should read them.** Please read these terms carefully before you start to use the Gym. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

#### 2. Information about us and how to contact us

2.1. **Who we are.** We are Revival Rehabilitation Gym Limited, a company registered in England and Wales. Our company registration number is 13978240 and our registered office is at C/O Ghd Finance Ltd Unit 14 Basepoint, Crab Apple Way, Vale Park, Evesham, England, WR11 1GP. Our trading address is Alexander House, High Street, Inkberrow WR7 4DT

2.2. We have close affiliations to Inkberrow Physiotherapy and Acupuncture Limited. We remain separate legal entities, but our businesses do work closely together and share an on-line presence, staff and premises.

2.3. **How to contact us.** You can contact us by writing to us at our registered office, or by filling in the contact form at: [Revival Health and Wellbeing Centre | CONTACT US](#)

2.4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your membership application form.

2.5. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this means email.

#### 3. Your application

3.1. **How we will accept your application.** Our acceptance of your application will take place when we write to you to tell you that your membership has been accepted. At which point a contract will come into existence between you and us (in these terms, we will refer to that date as your "Joining Date"). You will then be entitled to enjoy and use the Gym's facilities, subject to the rights and restrictions attaching to the class of membership you applied for.

3.2. **If we do not accept your application.** If we are unable to accept your application, we will inform you of this and will not charge you. This might be because of lack of capacity at the Gym, because in our reasonable opinion you would not be a suitable candidate for membership, or because we have identified an error in the price or description of the membership you were offered.

3.3. **Your Induction.** As part of the process of applying for membership, you have filled in a pre-exercise questionnaire and/or completed a health declaration and successfully completed an Induction carried out by our Personal Trainer. What is in our Induction can be found on our website or at [www.revival-health.co.uk/gym](http://www.revival-health.co.uk/gym)

It is important that the information you have provided is complete and accurate and your continued use of the facilities is confirmation from you that the health information you provided remains accurate. You agree that you are capable of engaging in exercise at the Gym, and you do not think doing so would be detrimental to your health, safety, comfort or physical condition.

3.4. **Membership criteria.** We will only accept applications from people who are 16 years old or older. If you are a joint member, each candidate will be liable to us, should we ask, to pay us the full costs and charges associated with the membership and the contract, rather than just half. You agree that the information you gave us as part of the membership application process is correct and accurate in all respects.

3.5 **Member Access Times.** As a member, you may access the Gym facilities at certain times. These times are available to view at <https://revival-health.co.uk/gym/>

3.5.1. If a class is in session the gym will be closed for any other aspect of training. This is to ensure safety and available space.

3.5.2. To ensure we comply with Health and Safety regulations we will need to monitor the number of members in the gym at any one time. If we feel that the number affects the training enjoyment or safety of our members we reserve the right to

- restrict entrance
- ask the last member(s) to leave the gym session
- restrict access
- introduce a limitation on the number of members in the gym at any one time. This could involve the introduction of a booking system at certain times of the day.

#### 3.6 Membership Card

A deposit of £30 per membership card will be added to your first month's membership fee and will be reimbursed, on a per card basis, upon the return of the membership card(s) at the end of your membership.

As soon as possible after you make your membership application, we will send or give you a membership card that you must bring with you each time you visit the Gym. The membership card will be personal to you and must be used to enter the Gym at the entrance door. If another person uses your membership card to gain access we have the right to end your membership.

If you lose, damage or forget your Card, we will be able to give you a replacement but you will need to pay a reasonable charge of £30

#### 4. Your membership

4.1. Your membership of the Gym is personal to you and you cannot let any other person use your membership, or give your membership to any other person unless we agree in writing. If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly. Any proposed replacement member would need to give us the same types of information you gave us on joining, they would need to agree to these terms, and they would be subject to a fitness assessment. If we agree that you can transfer your membership to that other person, we will inform you in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.

4.2 Your membership will start on your Joining Date. Unless clauses 7 or 8 below apply, the contract between us will last for at least the full term of your membership. This being either 3, 6 or 12 months (referred to in these terms as the "Initial Period") and you cannot cancel your membership during the Initial Period. If you do cancel your membership in the Initial Period you will breach the contract between us.

4.3 . After the Initial Fixed Period has ended you will enter into a "Subsequent Period". The Subsequent Period will continue unless it is ended in accordance with Clauses 7 or 8 below.

## 5. Joining fees and membership fees

5.1 Your membership fee is due every year.

5.2 On your Joining Date you must pay for your membership fees by paying in advance for the whole Initial period, or by paying your membership fees by monthly payments by direct debit. If you choose to pay by monthly direct debit, your bank will be asked for your monthly direct debit payment around the 1st working day of each month.

We will continue to charge you the membership fee after the Initial Period has ended, and unless you tell us otherwise before the end of the Initial Period (please refer to Clauses 7 or 8) we will assume that you want this to continue and we will continue to collect the direct debit in the same way

5.3. Where you paid in advance on your Joining Date for the whole Initial Period, we will (unless you tell us otherwise before the end of the Initial Period) assume that you want to pay in advance for the Subsequent Period and will charge you again on each anniversary of your Joining Date for your full membership fees for each Subsequent Period. Unless you tell us otherwise, we may charge this subsequent payment directly to any of the credit or debit cards (or collect from your bank account) which you have provided us with details of as part of the membership application and payment process, and by accepting these terms you authorised us to do so. We will give you reasonable notice in writing before making such an advance charge for any Subsequent Period.

5.4. Your membership fees will be payable whilst your membership continues regardless of whether or how much you use the Gym facilities.

5.5. **When we can change your membership fees.** We can increase your membership fees at any time for any reason stated in clauses 9.4 or 9.5 below by giving you at least 30 days' notice in writing. If you do not want to pay the higher membership fee, you can cancel your contract by giving us notice to cancel (in accordance with clause 7.1.3 below) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous membership fees. If you are still in your Initial Period, any notice of cancellation you give following a proposed increase in membership fees will not take effect until the end of your Initial Period, and we will honour the previous membership fees until the end of your Initial Period.

5.6. **Repayment of pre-paid fees.** If either of us ends your membership during a period in which you have paid membership fees in advance, then we will refund you for the membership fees which relate to any period after the contract has ended. Where you have broken the contract, any repayment may be subject to the deduction of our reasonable expenses or an early termination charge as described in clauses 7.5 and 8.2 below.

5.7. **Late payment administration fee.** If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee for each missed direct debit, to cover our reasonable administration costs of £25.

5.8 **Joint Memberships.** Joint membership is strictly related to partners and cannot be used for friends.

5.8.1 Each person who signs the membership application will be jointly and individually responsible under this agreement. For the purpose of Joint memberships, "you" in these Terms and Conditions will relate to both members.

5.8.2. This means that:

- If any one of the Members tells us to do anything in relation to the membership (including ending it) we will take that as authority from both members;
- Each member will be responsible for paying all the appropriate membership fees

## 6. Your obligations

6.1. **Your conduct at the Gym.** You agree that you will comply with the membership rules of conduct set out at clause 6.2 whilst at the Gym or on Gym premises. You also agree that you will abide by such reasonable additional rules specific to your Gym as may be displayed in the Gym from time to time, and agree to abide by such additional instructions as may be reasonably specified by staff at the Gym on a case by case basis. Failure to comply with these rules, may result in your membership being suspended and/or terminated with immediate effect.

6.2. **Rules of conduct.** You agree that you will, and (if relevant) any guests that accompany you into the Gym will:

- 6.2.1. dress in a manner that is appropriate to the Gym and to the activity you are undertaking, and in particular avoid clothing that is overly revealing, offensive to other members or staff, or is soiled or unhygienic;
- 6.2.2. show consideration for other members, their guests and staff at the Gym;
- 6.2.3. not use inappropriate, abusive, offensive or foul language;
- 6.2.4. not behave in a way that is inappropriate, violent, offensive or threatening to any other member, their guests or the staff of the Gym;
- 6.2.5. not bring, use or be under the influence of illegal drugs in any part of the Gym's premises; 6.2.6. not be drunk in or about the Gym's premises,
- 6.2.7. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities; and
- 6.2.8. not allow your Membership Card to be used by any other person.
- 6.2.9. comply with all points of Gym Etiquette as displayed in the Gym.

## 7. Your rights to end or suspend the contract

7.1. **Where you have a good reason for ending the contract.** You may end the contract between us by giving us not less than 30 days' written notice at any time, such notice to expire on the last day of the following month if:

- 7.1.1. we tell you that we are making a permanent material change to the facilities at the Gym or the location of the Gym under clause 9.1 and you reasonably consider that the change is materially detrimental to you;
- 7.1.2. we tell you that we are changing these terms under clause 9.2 and you reasonably consider that the change is materially detrimental to you;
- 7.1.3. subject to clause 5.5 above, we tell you that we are increasing your membership fees under clause 5.5 and you don't want to pay the increased fee;
- 7.1.4. we commit a serious breach of any provision of these terms;
- 7.1.5. your financial situation becomes materially worse than it was at your Joining Date, so that continued membership of the Gym is unaffordable for you (and you are able to provide reasonable evidence of this to us); or
- 7.1.6. you permanently move away from the area in which the Gym is based, such that travelling to the Gym is not practical for you, and there is no other alternative Gym owned by us within a reasonable travelling distance (and you are able to provide reasonable evidence of this to us).

7.2. **Where you have another good reason for ending the contract.** You may end the contract between us by giving us written notice at any time, such notice to expire on the last day of the month in which you provide such notice (including during the Initial Period or Subsequent Period) if you are likely to be unable to use the Gym, by reason of a serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate).

7.3. **Where you are outside the Initial Period.** You may end the contract between us by giving us not less than 30 days' written notice ending on or after the end of the Initial Period and expiring at the end of a calendar month. We will refund you for any part of a Subsequent Period which you have paid for in advance in that situation (but we will be entitled to keep a proportionate amount of the membership fee (plus, where

relevant, a proportionate amount of any finance charge) in respect of the part of the Subsequent Period which came before the contract came to an end).

**7.4. Your right to cancel the contract.** If you submitted your membership application either online, by email or over the telephone, you can cancel your membership within 14 days of your Joining Date (referred to as the "cooling off period") without giving a reason. If you want to exercise this right to cancel, please let us know in one of the following ways:

**7.4.1. Email.** Please email us at [info@revival-health.co.uk](mailto:info@revival-health.co.uk). Please provide your name, home address and details of your membership.

**7.4.2. By post.** Please write to us at Alexander House, High Street, Inkberrow WR7 4DT. Please provide your name, home address and details of your membership, including the reason for your request to cancel your membership.

**7.5. Effect of cancellation.** If you cancel during the cooling off period, we will refund all payments received from you. If you have used the Gym during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the Gym during the cooling off period. This deduction will be the equivalent of our standard guest pass fee for every time you have visited the Gym.

**7.6. If you don't have a good reason to end the contract.** If you are not ending the contract for one of the reasons set out in clauses 7.1, 7.2 or 7.3 your contract will end 30 days (and to expire at the end of a calendar month) after you give us notice in writing of your intention to end the contract. In that case, we will charge you a termination fee. The termination fee will not be any more than your membership fees for the remainder of your Initial Period less any costs we save and the benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your termination fee directly to any of the credit or debit cards (or collect from your bank account) which you have provided us with details of as part of your membership application process and by accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge.

**7.7 Suspending your membership.** If you are likely to be unable to use the gym, by reason of serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate) you may suspend your membership for a maximum period of 4 months.

**7.7.1.** We will confirm in writing that we have received your request and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.

**7.7.2.** You will not be able to enter the Gym while your membership is suspended. If we find that you are using the facilities whilst your membership is suspended, your membership will immediately restart and you must pay any appropriate membership fees that are due for the period while your membership was suspended.

**7.7.3.** Throughout the time your membership is suspended we will not charge you.

**7.7.4.** The suspension will take effect from the first day of the month following the date we receive your request and your suitable evidence.

**7.7.5.** If you suspend your membership and the suspension starts during your Initial Period, we will extend the Initial Period by the total period that your membership was suspended.

**7.7.6.** Your membership will automatically restart at the end of the suspension. If you have notified how long your suspension is to last, your membership will automatically restart after four months.

**7.7.7.** Suspending your membership is not the same as ending your membership.

## **8. Our rights to end the contract**

**8.1. We may end the contract if you break it.** We may end the contract and your membership immediately at any time by giving you notice in writing if:

**8.1.1.** you commit a serious breach of any provision of these terms (including in particular the conduct rules set out at clause 6, or the Gym rules);

**8.1.2.** you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor (including, in particular, the conduct rules set out at clause 6, or the Gym rules);

**8.1.3.** you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;

**8.1.4.** your membership has previously been revoked or we are currently in dispute with you; or

**8.1.5.** we reasonably believe that your continued membership of the Gym poses a risk to the safety or wellbeing of other members, our staff of the Gym, or to the reputation of Revival.

**8.2. You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any membership fees you have paid in advance but we may deduct (or charge you additionally) for any reasonable compensation for the net costs we will incur as a result of your breaking the contract. This may include the costs incurred by Revival for instructing a debt collection agency to recover any membership fees that you owe us.

**8.3. Where you are outside your Initial Period.** We may end the contract between us by giving you not less than 30 days' written notice.

**8.4. We may end the contract if the Gym closes.** If the Gym closes or becomes unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the Gym or the area around it), we can end the contract immediately by giving you notice. If we decide to close the Gym for business or operational reasons, we can end the contract by giving you at least 30 days' notice in writing.

## **9. Our right to make changes**

**9.1. Changes to the Gym's facilities.** We may make changes to the Gym's facilities and equipment at our discretion from time to time for any of the reasons listed in clauses 9.3 or 9.4. Where that change is material, such as changing the location of the Gym, we will give you at least 30 days' written notice of the change. Upgrading works or temporary closures to the Gym's facilities or premises does not constitute a material change for the purposes of these terms.

**9.2. Changes to these terms.** We will not change clauses 5.5, 9 or 10 of these terms. We may make any other changes to these terms at any time for any of the reasons listed in clauses 9.3 or 9.3. We will give you 30 days' written notice of any changes to these terms by emailing our members and displaying a notice in the Gym.

**9.4. Reasons for making changes.** We may make changes to the facilities at the Gym or to the terms of the contract, or to the price we charge you, for any of the following reasons:

**9.4.1.** we may change, remove, or improve or add to our service offering at any Gym at our discretion as this ensures we respond to customer needs and remain competitive;

**9.4.2.** the cost to us of providing the facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);

**9.4.3.** to introduce new charges where the cost of running our business increases;

**9.4.4.** we reorganise the way we structure or run our business;

**9.4.5.** other valid legal or regulatory reasons; or

**9.4.6.** we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

**9.5. Other reasons for changes.** We provide access to the Gym's facilities on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

10. Our responsibility for loss or damage suffered by you

Our Public Liability limit stands at £2,000,000

10.1. We do not accept liability for the injury or death of any member that may happen on the premises or within the premises, other than the liability which arises from our negligence or our failure to take reasonable care.

10.2. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer

10.3. We are not liable for business losses. We only supply the services for private use.

10.4. We are not liable for valuables. We are not liable in any circumstances to damaged, lost or stolen valuables whilst you are on the Gym's premises. We recommend that no valuables are brought to the Gym.

11. How we may use your personal information

11.1. **How we will use your personal information.** We will use the personal information you provide to us to:

11.1.1. provide the services associated with your membership;

11.1.2. process your payment for such services; and

11.1.3. to inform you about other products or services that we provide, but you may stop receiving these communications at any time by contacting us.

11.2. **We or our third party payment agent may pass your personal information to credit reference agencies.** Where we extend credit to you by allowing payment by direct debit or instalment payment plan, we (or our third party payment agent) may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In addition, use of our third party payment plan and any payments you miss under it will be reported to credit reference agencies and may affect your ability to obtain credit from lenders in the future.

11.3. **We will only give your personal information to other third parties where the law either requires or allows us to do so.** 11.4. **Privacy Notice.** More information about how we use your personal information can be found in our Privacy Policy

11.5 Under the General Data Protection Regulation, you have the right to request a copy of the information that we hold on you or for us to delete it. If you wish to make such a request, please write to us at [info@revival-health.co.uk](mailto:info@revival-health.co.uk)

## 12. Other important terms

12.1. **We are not responsible for things outside our control.** If our performance of our obligations under the contract is affected by an event outside our control we will not be liable to you for this provided we try to work around the issue.

12.2. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation, provided that the other organisation we transfer our rights and obligations to is of broadly equal standing and reputation to us.

12.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.4. If a court finds part of this contract illegal, the rest will continue in force.

Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to access the Gym, we can still require you to make the payment at a later date.

12.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.