

DAY PASS APPLICATION and HEALTH QUESTIONNAIRE

This is the Application for a Day Pass at Revival Gym

Please complete the form and hand it back to a member of our team at Revival Health and Wellbeing Centre or email it to info@revival-health.co.uk. As soon as we receive it, your application will be processed, and we will let you know if it has been accepted.

PERSONAL DETAILS	
Name	
Date of Birth	
Address (incl Post code)	
Contact Number	
Email	
Emergency Contact name and number	
How did you hear about REVIVAL Gym?	
Have you used or been a member of any Gym before?	

DAY PASS REQUIREMENTS	
Price	£10 per day
Total number of days required	
Please list the dates you wish to use REVIVAL Gym	

Payment must be made in advance and can be completed via BACS or cheque.

The Gym Day Pass can be used between 09:00 to 17:00, Monday to Friday. All users must sign in and out at Reception each time they visit and collect a Day Pass Access Card. Weekend access may be permitted if you are a relative or friend of a current member and can use their access card. However, this must be approved in advance by the Practice Manager.

This agreement is subject to the Terms and Conditions which govern your relationship with Revival Rehabilitation Gym Limited, and how you use our gym.

By signing this agreement, you confirm you have read all the Terms and Conditions and accept and agree to keep to them. Please therefore, take the time to thoroughly read through this document.

Signature:

Date:

HEALTH QUESTIONS	
Do you suffer from any medical condition?	Yes / No
Are you frequently seeing a Doctor or Clinician for anything?	Yes / No
Have you had any significant surgery or sustained a serious injury?	Yes / No
Have you ever had heart trouble or chest pains?	Yes / No
Are you taking medication?	Yes / No
Have you ever suffered from high or low blood pressure?	Yes / No
Do you suffer from headaches, dizzy or fainting spells, or fits?	Yes / No
Do you suffer from any joint problems or back pain?	Yes / No
Are you, could you be pregnant, or have you been pregnant in the last 6 months?	Yes / No
Are you aware of any other reason which may affect your ability to exercise?	Yes / No

If you answer yes to any of the above questions, please provide details here:

Data protection: Personal data that you provide to us will be processed in accordance with the Data Protection Act 2018, the Data Protection (Application of GDPR) Order 2018 and associated legislation. Information you provide will be held on computer by us and used for Administration purposes. For further information you can view our Privacy Policy.

I have provided the above information, to the best of my knowledge.

Signature:

Date:

Please print name:

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.

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 viewed 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 Day Pass application.** If your application has been accepted, we will contact you via telephone or email.

3.2. **If we do not accept your Day Pass application.** If we are unable to process your application, we will notify you and ensure that no charges are applied. This could be due to limited availability at the Gym or, in our professional judgment, because we believe you may not be a suitable candidate based on medical conditions that pose potential risks.

3.3. **Your Induction.** Depending on your application, you may be required to complete a gym induction with one of our Personal Trainers. This could be necessary for various reasons, such as health concerns, lack of prior gym experience, or other factors. This induction is designed to ensure your safety and help you get the most out of your time at the gym. What is in our Induction can be found on our website. If you do not require an induction, you will need to sign a Gym Health & Safety waiver form before using the facilities.

3.4. **Age Criteria.** We will only accept applications from people who are 16 years old or older.

3.5 **Access Times.** You may access the Gym facilities between 09:00 – 17:00pm Monday – Friday. All users must sign in and out at Reception each time they visit and collect a Day Pass Access Card. Weekend access may be permitted if you are a relative or friend of a current member and can use their access card. However, this must be approved in advance by the Practice Manager.

3.5.1. If a class is in session the gym may 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

4. Your Agreement

4.1. Your agreement of the Gym is personal to you, and you cannot let any other person(s) use your pass.

5. Fees

5.1 You must pay for the day(s) you are using the Gym in advance.

5.2. These are set fees and cannot be changed regardless of whether or how much you use the Gym facilities.

6. Your Obligations

6.1. **Your conduct at the Gym.** You agree that you will comply with the rules of conduct set out in 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 Day Pass being suspended and/or terminated with immediate effect.

6.2. **Rules of conduct.** You agree that you 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;
 - 6.2.8. not allow your Day Pass to be used by any other person;
 - 6.2.9. comply with all points of Gym Etiquette as displayed in the Gym;
- 6.3. **Damage Liability.** You will be liable for any damage caused to our equipment or facilities through your negligent use.

7. Our rights to end the agreement

7.1. We may end the agreement immediately at any time by giving you notice in writing if:

7.1.1. 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);

7.1.2. 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);

7.1.3. you fail to make a payment due under these terms when it is due

7.1.4. we reasonably believe that your continued access 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.

7.2. **You must compensate us if you break the agreement.** If we end the agreement in the situations set out in clause 8.1 we will refund any 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 agreement.

7.3. **We may end the agreement 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 or other operational concerns), we can end the agreement immediately by giving you notice.

8. Our right to make changes

8.1. **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.

8.2. **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 9.4. 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.

8.3. **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:

8.3.1. 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;

8.3.2. 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);

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

8.3.4. we reorganise the way we structure or run our business;

8.3.5. other valid legal or regulatory reasons; or

8.3.6. 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.

8.4. **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.

9. Our responsibility for loss or damage suffered by you

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

9.1. 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.

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

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

9.4. 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.

10. How we may use your personal information

10.1. We will use the personal information you provide to us to:

10.1.1. provide the services associated with your agreement

10.1.2. process your payment for such services; and

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

10.2. **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

10.3 Under the General Data Protection Regulation, you have the right to request a copy of the information that we hold for you and for us to delete it. If you wish to make such a request, please put this in writing to info@revival-health.co.uk

11. Other important terms

11.1. **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.

11.2. **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.

11.3. **Nobody else has any rights under this agreement.** No other person shall have any rights to enforce any of its terms.

11.4. If a court finds part of this agreement 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.

11.5. **Which laws apply to this agreement 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.