

This is Version 1.0 of BeActive Clinic's terms and conditions, effective 1st August 2016

These terms and conditions include general terms and conditions for use of this site, terms and conditions relating to the services provided by BeActive Clinic can be found on the booking system and in the clinic at Hertford. The term 'site' used throughout this document shall be deemed to refer to our website www.beactiveclinic.co.uk.

Please read these terms and conditions carefully. Your use of the site, the purchase of any classes or services on this site, or in the clinic will be subject to these terms and conditions. Accordingly, any bookings made with BeActive Clinic by whatever means, will be deemed that you hereby accept and agree to our terms and conditions.

Terms & Conditions – Classes

All bookings for classes are made through 'FrontDesk' online software. Classes are always subject to availability but at BeActive Clinic we will always do our best to accommodate you in your chosen class. Instructors and classes are subject to change without prior notification.

Class bookings are not transferrable to anyone other than the original person registered.

Out of consideration for the instructor and other members, and also for your own safety (the warm-up is an important aspect of each class) please be aware that if you are more than 5 minutes late for a class, you may not be able to participate.

Return / Refund Policy – Classes

All classes must be paid for at the time of booking. Payments for any cancellations made less than 24 hours before a class is due to commence will not be refunded.

Cancellations made via our on-line booking system more than 24 hours before the class is due to commence, will be reimbursed allowing you to rebook.

In the event we are forced to cancel a class, you will be notified and a full refund or alternative class will be offered to you.

Terms & Conditions – Treatment Sessions

Treatments may be booked by phone or through 'FrontDesk' online software and are subject to availability. Payment for treatments may be made at the time of booking, at the end of your treatment session.

Treatments booked may only be transferred to another person with more than 24hrs notice and transfer will be subject to the discretion of the therapist.

Return / Refund Policy – Treatment Sessions

Clients will remain liable for fees due for any cancellations made less than 24 hours before an appointment.

Cancellations made via our on-line booking system more than 24 hours before a treatment is due to commence, will be refundable allowing you to rebook.

In the event a practitioner becomes unavailable for your treatment, you will be notified and either, offered a deferred appointment with the same practitioner, or treatment from an alternative practitioner. If none of these are satisfactory, you will be offered a refund of any fees paid.

Our email is book@beactiveclinic.co.uk

Classes and treatment sessions purchased are valid for 6 months from the date of purchase.

Important Liability Statement

The information available on or through this site, and the services supplied via or in connection with this site or at the BeActive Clinic do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor.

It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We will ensure to the best of our knowledge, that all information contained on this website (and provided by us to you as part of any services or classes) is correct but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any service supplied by us to you.

You, your legal representatives and your heirs release, waive, discharge and covenant, not to sue BeActive Clinic and its instructors or therapists/practitioners for any injury or death caused by their negligence or other acts.

Warranties

BeActive Clinic warrants that the classes and services will be supplied with reasonable skill and care by appropriately trained personnel.

Statutory Rights and Refunds and Cancellation

Classes are sold in blocks of 1 or 5 or such other combinations as BeActive Clinic may introduce from time to time. The Client shall not transfer sessions to any other person or permit them to be used by anyone other than the Client. Any assignment, transfer or disposal of courses is at the sole discretion of the Instructor or Therapist and may only be permitted in exceptional circumstances. Class fees are non-refundable.

Class fees may be increased by BeActive Clinic at any time. The Director shall give the Clients not less than 14 days' notice prior to any such increases although this may not apply to classes already purchased, but have not been booked.

Any booked sessions must be cancelled within 24 hours, in person or online – see Terms & Conditions above. In any other case, the session will be charged and deducted from the remainder of the Client's course. When you are purchasing a class you are paying for a class and not an instructor. Instructors are subject to change without notice.

The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer. Refunds in relation to classes or services may only be credited to the credit or debit card originally used to make the purchase.

Site Usage and Intellectual Property Rights

You may use the site for personal and lawful use and in accordance with these terms and you are not allowed to copy or use any material from the site for any commercial purpose.

The intellectual property rights in all contents of the site and supplied as part of the products or services, and in the BeActive Clinic brands trademarks and logos (“Materials”) are owned by BeActive Clinic. Except to the extent expressly set out in these terms and conditions, you are not allowed to make any copies of any part of any materials, or remove or change anything on the site, include or create links to or from the site without our written authority, or remove or change any copyright, trade mark or other intellectual property right notices contained in any materials or copies thereof. “BeActive Clinic” is a registered trade mark. You must not use the BeActive Clinic brand, logos or marks without written licence.

You must not use the site to post, upload or otherwise transmit material which is obscene or pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into this site or any other related computer system, to make excessive traffic demands, deliver viruses or forward chain letters or similar materials that may reasonably be expected to inhibit other users from using and enjoying the site or any other web site or damage or destroy the reputation of BeActive Clinic.

BeActive Clinic accepts no obligation to monitor the use of the site. However, BeActive Clinic reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation. BeActive Clinic will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security. You should refresh your browser each time you visit the site to ensure that you download the most up to date version of the site as we may change the site from time to time.

Your Personal Information

Usage of your personal information is governed by the BeActive Clinic privacy policy, which forms part of these Terms and Conditions.

Liability

You are referred to the important liability statement at the top of these terms and conditions. Subject to that statement you agree that your use of this Site and the Service is on an “as is” and “as available” basis. On that basis, except as expressly set out in these terms, BeActive Clinic does not enter into conditions, warranties or other terms in relation to the Site or the Products or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result.

The Site may include links to external sites and co-branded pages. BeActive Clinic has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting, However, BeActive Clinic is not responsible for the content of these site and pages or for anything provided by them.

Subject to the important liability statement, BeActive Clinic is not liable for failure to comply with these terms and conditions due to any event beyond its reasonable control, including, without limitation, the input of incorrect information by you.

Suspension and termination of Service

BeActive Clinic may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted or error free.



TERMS AND CONDITIONS

BeActive Clinic may terminate the Service immediately in the event you breach any of these terms and conditions or do not pay any sums due to BeActive Clinic (including if the credit/debit card you use is not valid or does not work for another reason).

Pricing

Information displayed on the Site or in our clinic as to pricing and availability is subject to change by BeActive Clinic without notice.

General

BeActive Clinic may change these terms and conditions from time to time. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.

Enquiries or Complaints

If you have any enquiries or complaints, please email enquiries@beactiveclinic.co.uk or call 01992 500036