



## **TERMS & CONDITIONS**

1.1 “Activity” means indoor trampolining activities including, but not limited to Ninja Course, Basketball Slam Dunk, Dodgeball, Foam/Air Pit, Open Jump, Topsy-Tots, Top-Xercise;

1.2 “Agreement” means the contract between the Company and the Customer for the provision of the Services incorporating these Booking Terms and Conditions, the Waiver, the Company Privacy Policy;

1.3 “Booking Confirmation” shall mean written communication from the Company confirming the scheduled date and time of the Activities booked by the Customer;

1.4 “Booking Terms and Conditions” means the terms and conditions as set out in this document and any subsequent terms and conditions agreed in writing by the Company;

1.5 “Company” means Keyne Leisure Ltd (Company Number 10505199) whose registered address is Northfield Gate, Northfield Drive, Milton Keynes, MK15 0DQ.

1.6 “Court Monitor” shall mean an employee or representative of the Company to monitor safety at the Trampoline Park;

1.7 “Customer” means any person, company or organisation

who purchases Services from the Company for themselves and/or other Participants to undertake Activities at the Trampoline Park;

1.8 “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether presently existing or applied for;

1.9 “Participant” means any person entering the Trampoline Park undertaking Activities;

1.10 “Services” means the provision of trampoline equipment and other facilities for the Customer to undertake the Activities;

1.11 “Trampoline Park” shall mean the facility provided by the Company where the Services are undertaken;

1.12 “Waiver” means the acknowledgement of risk waiver form to be completed by the Customer prior to undertaking Activities.

## **2 GENERAL**

2.1 This Agreement incorporating these Booking Terms and Conditions shall apply to the booking of any Activity at the TOP JUMP Trampoline Park.

2.2 The Customer acknowledges the these Booking Terms and Conditions contain important information regarding participation in any Activity by the Customer, any Participant within their party and shall ensure that all members of their party are aware of and agree to be bound by this Agreement.

2.3 No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by the Company.

2.4 The Company reserves the right to make changes to the Services and/or any Activities that may be available for any reason.

2.5 All Participants undertaking Activities must be five (5) years of age or over and a Waiver must be completed prior to undertaking any Activity.

2.6 Any Participant using the Trampoline Park facilities who is under eighteen (18) years of age must have a Waiver completed by a parent or guardian responsible for their care. Should the parent or guardian completing the waiver not be the direct parent or guardian of a Participant, the person completing & signing the Waiver declares they have the authority from the Participant's parent or guardian to sign the acknowledgement of risk Waiver and the Company shall rely on such written declaration as if this had been made by the direct parent or guardian of the Participant.

2.7 Wilful damage must not be caused to the facilities, fixtures or fittings by any Participant. If damage is caused by the Customer or any Participant attending under their Booking Confirmation, the Customer hereby accepts they shall be liable to pay for such damage (including accidental) caused by such Participant.

2.8 The Company does not accept any responsibility for the loss, theft or damage to property or belongings of the Customer or any Participant whilst attending the Trampoline Park. Money or valuables should not therefore be left unattended. Valuables can be deposited in on site locker facilities.

### **3 PRICE AND PAYMENT**

3.1 All bookings must be paid for at the time of booking at the

rates and prices advertised by the Company.

3.2 The Company shall send a Booking Confirmation detailing all Activities booked by the Customer and the date and time reserved for such Activities. All booking requests shall only be deemed accepted by the Company upon issue of such Booking Confirmation.

3.3 Should any error or omission be included within the Booking Confirmation, the Customer shall notify the Company upon receipt.

3.4 The Company reserves the right to amend any advertised price or offer at any time. As much notice as possible will be given by the Company should any fluctuation in price occur.

#### **4 OBLIGATIONS OF THE PARTIES**

4.1 It is the responsibility of the Customer and all Participants to ensure they arrive at the Trampoline Park in sufficient time to commence any Activity at the date and time stated on the Booking Confirmation. The Company reserves the right to refuse admission for any late arrival and the Company shall not be obliged to offer any refund, rebooking or compensation in such circumstances.

4.2 Participation in an Activity is not without risk and serious misuse could be fatal. All Participants shall attend and pay strict attention to the safety briefing given by the Court Monitor prior to undertaking their Activity.

4.3 It is not the responsibility of the Company or the Court Monitor to supervise any Participant. Any Participant under the age of twelve (12) must be supervised by a responsible adult at all times, although such responsible adult need not necessarily be a Participant in an Activity.

4.4 The Customer and all Participants acknowledge that participation in an Activity is physically demanding and they should not undertake the Activity if they are not physically able to do so. All Participants must therefore be reasonably fit and healthy, and are subject to the age and weight (125kg) restrictions for each Activity as stated at the time of booking.

The Company also recommends that any person that is or may be pregnant should not participate in any Activity.

4.5 Participants must be dressed appropriately and, for safety reasons, the Company reserves the right to refuse participation in any Activity for any Participant who is not appropriately dressed.

4.6 The Company shall use its reasonable endeavours to ensure that any Activity booked by the Customer commences at the time booked. Time for delivery shall not be of the essence of the Agreement and the Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

4.7 The Company shall be entitled to prevent any Participant from undertaking or completing an Activity whom, in their opinion, is acting in an unsafe or dangerous manner and/or could cause harm to themselves, others or equipment within the Trampoline Park. This includes a Participant who does not comply with the safety rules, the advice of the Court Monitor, the safety system or anyone who is deemed to be under the influence of alcohol or drugs.

4.8 The Company shall not be liable for any refund or compensation of any kind if any Participant is not permitted to, or decides not to, undertake or complete an Activity.

## **5 CANCELLATIONS**

5.1 The Customer shall be entitled to cancel a booking subject to the Company receiving such request for cancellation at least thirty (30) days prior to the date and time stated within the Booking Confirmation. The Company will allow the Customer to re-schedule a cancelled booking, provided the notice period within this clause has been given, however should a booking be cancelled within thirty (30) days of a confirmed booking then no refund or alternate booking date shall be given.

5.2 The Company shall be entitled to cancel a booking at any time. In the event the Company decides to cancel the Customer's booking, it shall use its reasonable endeavours to notify the Customer as soon as possible and the Customer shall be entitled to a full refund limited to the sums paid in relation to the booking being cancelled, and no other compensation shall be payable.

## **6 PARTY BOOKINGS**

6.1 Party bookings are to be paid in full at the time of booking. The Company will refund any cancelled parties, or consider date amendments, provided that thirty (30) days notice is given prior to the party date within the Booking Confirmation, should a party be cancelled within thirty (30) days of a confirmed party booking then no refund shall be given. The Company may, subject to availability and at their sole discretion, offer an alternate booking date.

6.2 A party area shall be reserved for a forty (40) minute slot after the chosen hour of trampoline time. The room must be vacated promptly after this time to set up for the next party. We

ask the parent or guardian of the party child stay on site at all times and are responsible for the behaviour of all children. Any behaviour deemed by the Company to be unacceptable will be explained to the parent/guardian and may necessitate the party to end prematurely. Should any member of the party group have any dietary requirements, the Company shall endeavour to cater to these needs and request the Customer to advise of such requests no later than seven (7) days prior to the party date. Additional guests can be added to a booking provided notice is given seven (7) days prior to the date of the party. Additional guests are subject to availability at the time of the request and may mean the Company cannot action your request.

6.3 Birthday cake, candles and eating cutlery will not be supplied as part of the package, however the Company will supply a knife to cut any cake supplied by the Customer. Any decorations the Customer wishes to supply for the party is subject to the approval of the Company duty manager at the time. The Company shall not under any circumstance allow decorations to be stuck to the walls.

6.4 Pizzas or hot dogs and cordial/squash drinks shall be included for every booking, with no alternate.

6.5 The Customer's party is required to arrive at the Trampoline Park thirty (30) minutes before the scheduled start time of the party. Upon arrival, the Customer must check in with a party host who will then explain the process of the booking. Right of admission can be refused at any time if the duty manager sees fit.

6.6 Should the Customer arrive late, they shall not automatically be granted the full hour on the trampolines or Activity and shall be subject to availability and at the duty manager's discretion.

## **7 REFUNDS AND AMENDMENTS**

7.1 Any refund due in accordance with these Booking Terms and Conditions can only be made to the same debit or credit card used to make the booking, if the card has subsequently expired, by bank transfer.

## **8 PHOTOGRAPHY AND RECORDING**

8.1 The Company has procedures in place to ensure the safety and well-being of all its Customers whilst using the Trampoline Park. Although the Company gives permission for photographic and recording equipment such as videos, cameras, PDA's and mobile phones to be used at the Trampoline Park, if the user of said equipment is not participating in an Activity at the time, the Company requires that such use is restricted to photographs or recording of only the Customer or people in that Customer's party.

8.2 Photographic and recording equipment such as videos, cameras, PDA's and mobile phones are forbidden to be used under any circumstances in the toilet areas or any other area that the Company's Duty Manager may decide upon at their discretion. The Company reserves the right to refuse permission or to withdraw permission of anyone using any photographic or recording equipment should the Company's Management feel that the safety and well-being of its Customers has been or would be comprised. Anyone found to be taking photographs or using recording equipment which is considered by the Company to be intrusive or inappropriate will be asked to leave the premises and may be reported to the



Police.

8.3 The Company requests that its Customers remain vigilant whilst using the Trampoline Park and report any suspicions they might have regarding the use of photographic equipment to a member of the Company's staff.

## **9 LOST PROPERTY POLICY**

9.1 All property coming into the possession of the Company will be dealt with responsibly with due respect for owners' rights and title. Property classified as found will, where possible, be reunited with its owner. Where the owner cannot be traced, the Company will dispose of it in accordance with these guidelines. The Company will not deprive others of their possessions, except in accordance with the law.

9.2 A Customer is expected to report any lost property be it valuable or otherwise to the Company within a reasonable period from the date the item/s were lost. The Company will then exhaust all reasonable avenues in an attempt to locate the item/s and will contact the Customer with its findings.

9.3 Found property at the Trampoline Park will be retained by the Company for the maximum duration of 30 days, except when the items found are or include: electrical items (e.g. mobile phones, cameras), jewellery, wallets, bank cards, confidential documents, keys or any forms of identification. Any items that fall under these categories will be retained from the date found at the Trampoline Park for a further 60 days after the standard 30 days. If any found property is not claimed by the owner within the allotted times as stated, and is not suitable for repatriation with the finder, it will be recycled or destroyed where appropriate.

## **10 INTELLECTUAL PROPERTY RIGHTS**

10.1 Any Intellectual Property Rights created because of the Services shall belong to the Company unless provision has been made to the contrary in the Agreement.

10.2 The Customer and the Company shall not infringe the Intellectual Property Rights of any third party during the term of this Agreement.

## **11 LIMITATION OF LIABILITY**

11.1 The Company shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

11.2 Parking facilities at TOP JUMP Trampoline Park are available but any vehicles and their contents are left at the owners' risk.

11.3 Nothing in these Booking Terms and Conditions shall exclude or limit the liability of the Company for death or personal injury, however the Company shall not be liable for any direct loss or damage suffered by the Customer or any Participant howsoever caused, because of any negligence, breach of contract or otherwise more than the sum insured under the insurance policy held by the Company in the insurance year in which the claimant's claim is first notified.

11.4 The Company shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the party howsoever caused, because of any negligence, breach of contract, misrepresentation or otherwise.

## **12 INDEMNITY**

12.1 The Customer shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Booking Terms and Conditions.

## **13 TERMINATION**

13.1 This Agreement shall continue until the Services have been provided as described in the Booking Confirmation or until terminated by either party in accordance with these Booking Terms and Conditions.

13.2 The Company may terminate the Agreement immediately if the Customer has failed to make any payment due, or if the Customer commits a material breach of these Booking Terms and Conditions.

13.3 Either party may terminate this Agreement during the period of this Agreement if the other party: (i) shall become insolvent within the meaning of the Insolvency Act 1986, (ii) has appointed a receiver, (iii) has been subject to a winding up petition, (iv) enters any arrangement or composition with its creditors, (v) passes a resolution to cease trading or actually ceases trading, or (vi) subject to being an unincorporated body, is dissolved or declared bankrupt.

## **14 FORCE MAJEURE**

14.1 The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from

events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or equipment or shortage or unavailability of raw materials from a natural source of supply, and the Company shall be entitled to a reasonable extension of its obligations.

## **15 THIRD PARTY RIGHTS**

15.1 Nothing in these Booking Terms and Conditions intend to or confer any rights on a third party and the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **16 ASSIGNMENT**

16.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

## **17 SEVERANCE**

17.1 If any term or provision of these Booking Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Booking Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **18 GOVERNING LAW**

18.1 These Booking Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

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