

## Flip Out UK - Website - Terms and Conditions

These terms and conditions tells you information about us and the legal terms and conditions on which our independent franchisees (**Flip Out Franchisees**) supply services to you.

We operate the website [www.flipout.co.uk](http://www.flipout.co.uk). We are F. O. Trampolines Limited, a company registered in England and Wales under company number 09708839 and with our registered office at Hillview Business Centre, 2 Leybourne Avenue, Bournemouth, Dorset, United Kingdom, BH10 6HF.

We operate a franchise network under the name “Flip Out”. In these terms and conditions, the words “Flip Out”, “we” or “us” refers to either F. O. Trampolines Limited and/or any of our Flip Out Franchisees from time to time, as applicable.

**Each of our Flip Out Franchisees is independently responsible for legal and regulatory compliance and the operation of their own trampoline park. Please note that all bookings, whether made either through our website, over the telephone or at any Flip Out Franchisee’s premises, are made directly with the Flip Out Franchisee who operates the trampoline park that you have booked at. The resulting legal contract is between you and the relevant Flip Out Franchisee which operates the trampoline park you have booked at and is subject to these terms and conditions.**

**F. O. Trampolines Limited does not accept bookings and no contract will exist between you and F. O. Trampolines Limited.**

Any issues arising from any bookings made by you either through our website, over the telephone or at any Flip Out Franchisee’s premises are the sole liability of the relevant Flip Out Franchisee which operates the trampoline park you have booked with.

### **1. OUR CONTRACT WITH YOU**

- 1.1 Flip Out provides access to a number of activities, which include all variations of trampolining, climbing elements, elements of basketball, dodge ball and use of the challenge course, as well as participating in classes and parties (“**Activities**”).
- 1.2 These are the terms and conditions which apply when you book to take part in an Activity with Flip Out.
- 1.3 Please ensure that you read these terms and conditions carefully, and check that the details of your booking are complete and accurate, before you submit your booking. If you think that you have made a mistake after you have submitted your booking, please contact the Flip Out trampoline park you have booked at to discuss.
- 1.4 By submitted your booking, you agree that the supply of the Activities by Flip Out and your participation in the Activities is subject to these terms and conditions.
- 1.5 No booking shall be deemed to have been accepted by Flip Out unless and until the booking has been accepted in writing by Flip Out, which will take the form of Flip Out sending you an email confirmation of the booking.
- 1.6 These terms and condition also incorporate the terms of the Flip Out Waiver and Privacy Policy.

1.7 Flip Out reserves the right to revise these terms and conditions from time to time in order to comply with changes in any relevant laws or regulatory requirements.

## **2. SAFETY**

2.1 Participation in the Activities is not without risk as serious misuse could be fatal. You acknowledge that the Activities can be dangerous with many inherent risks and hazards. As a consequence personal injury, and sometimes fatality, can occur. You voluntarily assume and accept all such risks and Waiver the right to sue Flip Out for any personal injury or fatality by signing the Flip Out Waiver form prior to engaging in any Activity. All participants are required to sign a Waiver before participating in any Activity.

2.2 All participants must attend a safety briefing from a Flip Out team member prior to every jumping session attended. All participants are required to wear Flip Out grip socks to increase grip and for hygiene reasons whilst in the trampoline park.

2.3 After the safety briefing participants will not be individually supervised by a court monitor.

2.4 Children under the age of 12 and people with special needs cannot participate in the Activities unless they are accompanied by a parent, guardian, responsible adult or appropriate carer. The parent, guardian, responsible adult or carer must remain on site for anyone under 12 years of age or anyone with special needs. One adult is permitted to supervise a maximum of ten under 12 year olds. Flip Out staff will not supervise children, regardless of the child's age, or anyone with special needs at any time. For participants under the age of 18 or participants who lack capacity, a parent, guardian, responsible adult or carer is required to complete and sign the Waiver form on behalf of the participant, stating that he or she will accept responsibility for the safety of himself or herself and for supervision of any children or anyone with special needs in his or her care.

2.5 The Activities are physically demanding and require a degree of strength, agility and stamina. All participants must be reasonably fit, in good health and free from any adverse medical condition. All participants are subject to the age and weight restrictions for each Activity as the stated at time of booking. **The weight limit for an individual (fully clothed) participant is 125kg's. Participants confirm that they do not exceed this weight.** If you have any concerns we advise that you visit a Flip Out trampoline park at a time prior to your booking and speak to a member of the Flip Out team. Flip Out recommends that if you have weight-related concerns you should consult your health services provider and receive medical clearance before participating in an Activity at Flip Out.

2.6 Participants are advised to jump within their ability. If you are unsure as to whether you can complete a manoeuvre, you should not attempt it. If participants have medical concerns they are advised to consult their doctor before attending. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. **For clarity, if you are pregnant, have a heart condition, or wearing any form of plaster cast, you are not allowed to participate in any of the Activities.** Participants at Flip Out are personally responsible for their own personal well-being.

- 2.7 Participants need to be able to see similar distances to those required to drive a car in order to be able to participate in an Activity and/or to supervise any under 14's in their care. Consequently, short or long-sighted participants must ensure that they wear contact lenses or prescribed glasses.
- 2.8 Anyone who does not meet the above requirements will not be allowed to undertake the Activities. It is your responsibility to ensure that all members of your booking meet these requirements.
- 2.9 Flip Out reserves the right to refuse admittance to participants or to remove a participant from the premises should it be deemed necessary to do so. This includes a participant who does not comply with the safety rules and advice or adherence to the safety system, a participant whose behaviour is considered unsafe or who is thought to be under the influence of alcohol or drugs. All participants are required to act responsibly and courteously at all times and to respect other participants and Flip Out personnel. Flip Out shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any participant unsuitable. The decision of the Manager on Duty will be final.
- 2.10 Participants must be dressed appropriately (please see the FAQ's section of our website) and Flip Out reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.
- 2.11 No refunds or compensation will be payable by Flip Out in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for any reason.

### **3. PRICE AND PAYMENT**

- 3.1 Subject to any terms agreed in writing between Flip Out and you, our charges for all Activities and all ancillary products (such as Flip Out grip socks) shall be calculated at our current rates from time to time.
- 3.2 All charges include VAT.
- 3.3 Payment shall be made in full at the time of booking and can be made by using a debit card or credit card. All payments are made directly to the Flip Out Franchisee who operates the trampoline park which you have booked at. No booking payments are made to or received by F. O. Trampolines Limited.
- 3.4 Flip Out reserves the right to change its prices at any time. Though any change in price will not effect any Activities which have already been booked and paid for in full at the time that the change in price becomes effective.

### **4. CANCELLATIONS, TRANSFERS AND REFUNDS**

- 4.1 Flip Out requires 24 hour's notice before the booked start time to provide a full refund for any cancellations for bookings of 9 jumpers or fewer. Any cancellations occurring with less than 24 hour's notice will only be offered a transfer to another date and time or a credit note for the value of the booking.
- 4.2 Flip Out requires 14 day's notice to provide a full refund for any cancellations for parties or any group bookings for 10 jumpers or more. Any cancellations occurring with less than 14 day's notice yet more than 7 clear day's notice will be offered a transfer to another date and time or a credit note for the value of the booking. This

requires the participant to specify an alternative date and time for their booking. With less than 7 day's notice all cancellations will not receive a refund or transfer.

- 4.3 Flip Out shall be entitled to cancel your booking at any time. In the event that Flip Out decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable.
- 4.4 Payments made by debit or credit card will be refunded to the same card.
- 4.5 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with points 4.1, 4.2 and 4.3 as set out in this document.
- 4.6 Where multiple forms of payment are used, Flip Out reserves the right to refund any monies due by debit or credit card.

## **5. DELIVERY OF SERVICE**

- 5.1 We shall provide the Activities to you at the Flip Out trampoline park that you have booked at and as set out in the booking confirmation email.
- 5.2 Any Flip Out grip socks which are purchased online shall be collected from the Flip Out trampoline park you have booked with prior to taking part in the Activities.

## **6. OUR LIABILITY TO YOU**

- 6.1 Flip Out, its franchisees, employees, directors and agents are not liable to you, your dependants or legal representatives for any claim for any indirect or consequential loss or damage, including without limitation personal injury or financial loss or damage, whether such liability arises in breach of contract, tort (including negligence), statute or statutory duty save that nothing is intended to nor shall limit the liability of Flip Out in respect of death or personal injury caused by the negligence of Flip Out or of its employees, agents or contractors or affect the statutory rights of any person dealing as a consumer.
- 6.2 Flip Out will not be held responsible for the loss or damage of or to any of your property or personal belongings during your visit to the venue or arising from the booking of or participation in the Activities. Personal possessions are brought into the venue entirely at the owners' own risk.
- 6.3 Parking facilities are available at the site and any vehicles and their contents are left at the owners' risk and are subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.
- 6.4 Except as otherwise stated, any liability of Flip Out shall be limited to the refund of any charges paid to Flip Out.
- 6.5 To the maximum extent permitted by law, Flip Out, its franchisees, employees, directors and agents are not liable for any injury, loss or damage (including damage to property or personal belongings) directly or indirectly arising out of or in connection with the use of any arcade or other games machine owned or supplied by a third party.

## **7. EVENTS OUTSIDE OUR CONTROL**

- 7.1 Flip Out shall not be liable or responsible for any failure to perform, or delay in performance of, any of Flip Out's obligations under these terms and conditions that is caused by any act or event beyond which is beyond Flip Out's reasonable control.
- 7.2 If an event outside of Flip Out's control takes place that affects the performance of Flip Out's obligations under these terms and conditions, you will be contacted you as soon as reasonably possible and Flip Out's obligations under these terms and conditions shall be suspended for the duration of the event.
- 7.3 If an event outside of Flip Out's control, which means that Flip Out will not be able to provide the Activities in accordance with your booking, takes place before the commencement of your booking, you may cancel your booking and Flip Out will provide you with a full refund.
- 7.4 In the event that it proves necessary to close the trampoline park or cancel any Activities for reasons beyond the control of Flip Out and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances Flip Out may, but shall not be obliged to, offer alternative dates or times at reduced rates.

## **8. HOW TO CONTACT US**

If you have any questions or if you have any complaints, please contact the Flip Out trampoline park with whom you have booked. Contact details for all Flip Out trampoline parks can be found on our website.

## **9. OTHER IMPORTANT TERMS**

- 9.1 We may transfer Our rights and obligations under these terms and condition to another organisation and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these terms and conditions.
- 9.2 Nothing in these terms and condition shall confer on any third party who is not a Flip Out Franchisee any benefit or right to enforce any of these terms and conditions.
- 9.3 Each of the paragraphs of these terms and conditions 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.
- 9.4 If We fail to insist that you perform any of your obligations under these terms and condition, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 9.5 These terms and conditions are governed by English law. You agree to submit to the exclusive jurisdiction of the English courts.