

Flip Out UK Terms and Conditions

These terms and conditions tell you information about us and the legal terms and conditions on which our independent franchisees (“**Flip Out Franchisees**”) supply services to you and the participants in your booking.

We operate the website 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. You can find the details of the franchise legal entity under the specific franchise web page terms and conditions.

Each of our Flip Out Franchisees is independently responsible for legal and regulatory compliance and the operation of their own Flip Out Site (“Site”). Please note that all bookings, whether made either through our website at www.flipout.co.uk, over the telephone or at any Site, are made directly with the Flip Out Franchisee who operates the Site that you have booked at. The resulting legal contract is between you and the relevant Flip Out Franchisee which operates the Site 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. As such any refunds given are between the relevant Flip Out Franchisee and you, not F.O. Trampolines Limited.

Any issues arising from any bookings made by you through our website, over the telephone or at any Flip Out Franchisee’s Site are the sole liability of the relevant Flip Out Franchisee which operates the Site 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 and the participants in your booking have read these terms and conditions carefully. You should also 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 relevant Site 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 include Flip Out sending you an email confirmation of the booking.
- 1.6. These terms and conditions also incorporate the terms of the Flip Out Waiver, Site Rules and Privacy Policy.
- 1.7. Flip Out reserves the right to revise these terms and conditions and to make changes to the Activities 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 and all participants in your booking voluntarily assume and accept all such risks and waive the right to sue Flip Out for any personal injury or fatality by signing the Flip Out Waiver prior to engaging in any Activity. All participants are required to sign the Flip Out Waiver and Site Rules before participating in any Activity.
- 2.2. All participants must attend a safety briefing from a Flip Out team member prior to engaging in any Activity. All participants are required to wear Flip Out grip socks to increase grip and for hygiene reasons whilst taking part in any Activity in the activity area.
- 2.3. After the safety briefing participants will not be individually supervised by a court monitor or any other Flip Out personnel.
- 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 personnel 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 Flip Out Waiver 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. Such parent, guardian, responsible adult or carer will ensure that all participants under the age of 18 or who lack capacity have read and understood the Site Rules.
- 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 are stated in the Flip Out FAQ's (www.flipout.co.uk/faqs) at time of booking. **[The weight limit for an individual (fully clothed) participant is 125kg. Participants confirm that they do not exceed this weight..** If you have any concerns we advise that you visit a Flip Out Site 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 in the Flip Out Waiver that, to the best of their knowledge, they do not suffer from any medical condition or other reason which may prevent them from participating in any of the Activities or which would make it more likely that they would be involved in an 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 requirements in respect of an Activity will not be allowed to undertake that Activity. It is your responsibility to ensure that all participants in your booking meet these requirements.
- 2.9. Flip Out reserves the right to refuse admittance to participants or to remove a participant from a Site should Flip Out deem it necessary to do so. This includes a participant who does not comply with the Site Rules advice or instructions of any Flip Out personnel or 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 at www.flipout.co.uk/faqs) 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 Site 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 hours' notice before the booked start time to provide a full refund for any cancellations for bookings of 9 participants or fewer. Any cancellations occurring with less than 24 hours' notice will only be offered a transfer to another Activity, or the same Activity but at a different date and time or a credit note for the value of the booking.
- 4.2. Flip Out requires 14 days' notice to provide a full refund for any cancellations for parties or any group bookings for 10 participants or more. Any cancellations occurring with less than 14 days' notice yet more than 7 clear days' notice will be offered a transfer to another Activity, or the same Activity but a different date and time or a credit note for the value of the booking. This requires the participant to specify an alternative Activity or date and time for their booking. With less than 7 days' notice all cancellations will not receive a refund or transfer.
- 4.3. Any cancellation pursuant to points 4.1 and/or 4.2 must be made by visiting the relevant Site or telephoning the relevant Site's telephone number which is available at www.flipout.co.uk/locations.
- 4.4. The terms of points 4.1 to 4.3 shall apply notwithstanding if your booking takes place within these time periods.
- 4.5. 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. In the event of cancellation under this point, you shall be entitled to transfer your booking to another date by time or to another Activity but no other compensation or refund shall be payable by Flip Out.
- 4.6. Payments made by debit or credit card will be refunded to the same card.
- 4.7. No refunds will be given for transactions made by gift vouchers. Bookings which were made by gift vouchers and which are cancelled pursuant to points 4.1, 4.2 and 4.5 of these terms and conditions may be transferred to another date and time.
- 4.8. 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 Subject to the terms of these terms and conditions, we shall provide the Activities to you at the Flip Out Site that you have booked at and as set out in the booking confirmation.
- 5.2 Flip Out shall use its reasonable endeavours to ensure that you and members of your booking's participation in an Activity commences at the time booked. We require you and the participants in your booking to report to reception at the Site at least thirty minutes prior to your booking time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in each circumstances.
- 5.3 Any Flip Out grip socks which are purchased online shall be collected from the Flip Out Site you have booked with prior to taking part in the Activities.

6 OUR LIABILITY TO YOU

- 6.1 Flip Out, Flip Out Franchisees, employees, directors and agents are not liable to you, the participants in your booking, or your or their 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 or the participants in your booking's property or personal belongings during your visit to the Site or arising from the booking of or participation in the Activities. Personal possessions are brought into the venue entirely at the owners' 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.
- 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, Flip Out 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 which is beyond Flip Out's reasonable control.
- 7.2 If an event outside of Flip Out's reasonable control takes place that affects the performance of Flip Out's obligations under these terms and conditions, Flip Out will

contact 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 reasonable 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 If it proves necessary to close the Site or cancel any Activities for reasons beyond the reasonable 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 at www.flipout.co.uk/locations.

9 OTHER IMPORTANT TERMS

- 9.1 Flip Out may transfer its 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 Flip Out's obligations under these terms and conditions.
- 9.2 Nothing in these terms and conditions 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 Flip Out fails to insist that you perform any of your obligations under these terms and conditions, or if Flip Out does not enforce its rights against you, or if it delays in doing so, that will not mean that it has waived its rights against you and will not mean that you do not have to comply with those obligations. If Flip Out does waive a default by you, it 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.