

Terms & Conditions

Sky High Trampoline Park – TERMS AND CONDITIONS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms (as defined below), this is what they will mean:

Activity: the services that we are providing to you as set out in the Booking and “**Activities**” shall be construed accordingly;

Activity Rules: means the rules relating to the Activity located at www.skyhightrampolining.com

Booking: your order for the Activity on Our Site and “**Booked**” shall be construed accordingly;

Booking Form: means the form you complete on Our Site to submit a Booking;

Our Site: means Our website located at www.skyhightrampolining.com

Participant: means an individual who takes part in the Activity www.skyhightrampolining.com

Participant Consent Form: means Our participant consent form located at www.skyhightrampolining.com

Privacy and Cookie Policy: means Our privacy and cookie policy located at www.skyhightrampolining.com

Terms: these terms and conditions together with Our Privacy and Cookie Policy and Terms of Website Use

Terms of Website Use: means Our terms of website use at www.skyhightrampolining.com

We/Our/Us: means WW Trampoline Ltd t/a Sky High, a company with the registered number SC504132 and whose registered office is located at:

Oakfield House, 378 Brandon Street, Motherwell. ML1 1XA.

2. OUR CONTRACT WITH YOU

2.1 These Terms tell you information about Us and the legal terms and conditions upon which:

- (a) you can make Bookings; and
- (b) We supply the Activity to you and any Participant.

These Terms will apply to any contract between us for the supply of the Activity by Us to you and any Participant (**Contract**).

2.2 Please read these Terms carefully and make sure that you understand them, before making a Booking on Our Site. Please note that before making a Booking you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to make a Booking on Our Site.

2.3 We amend these Terms from time to time as set out in clause 11. Every time you submit a Booking Form to Us, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 01/09/2015

2.4 When you submit a Booking Form to Us, this does not mean We have accepted your Booking. Our acceptance of a Booking will take place as described in clause 2.5. If We are unable to provide the Activity, We will inform you of this and We will not process the Booking.

2.5 These Terms will become binding on you, any Participant and Us when We issue you with a written acceptance of a Booking, at which point a Contract will come into existence between you, any Participant and Us.

2.6 We shall assign a booking number to the Booking and inform you of it when We confirm the Booking. Please quote the booking number in all subsequent correspondence with Us relating to the Booking.

3. USE OF OUR SITE

Your use of Our Site is governed by Our Privacy and Cookie Policy and Terms of Website Use. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE MAY USE YOUR PERSONAL INFORMATION

4.1 We only use your personal information in accordance with clause 4.2 of these Terms and Our Privacy and Cookie Policy. Please take the time to read Our Privacy and Cookie Policy, as it includes important terms which apply to you.

4.2 We will use the personal information you provide to Us to:

- (a) provide the Activity;
- (b) process your payment for the Activity; and
- (c) in accordance with the terms of the Booking Form.

4.3 We will not give your personal data to any third party.

5. THE ACTIVITY

5.1 We will make every effort to supply the Activity in accordance with the Booking.

5.2 Activities are delivered by individual employees and we may have to cancel or reschedule an Activity where required due to an event outside our reasonable control, such as technical problems, illness or travel delays. We will contact you as soon as reasonably possible if this happens.

5.3 In order for Us to provide the Activity, We will need you to provide Us with the signed Participant Consent Form for each Participant taking part in the Activity. Where a Participant is under the age of 16, the Participant Consent Form will need to be signed by someone with parental responsibility for the Participant. If you do not, after being asked by Us, provide Us with signed versions of all the Participant Consent Forms relating to the Activity, or you provide Us with incomplete or incorrect Participant Consent Forms, We may suspend the Activity by giving you written notice. We will not be liable for any delay or non-performance where you have not provided Participant Consent Forms in accordance with this clause 5.3. If We suspend the Activity under this clause 5.3, you do not have to pay for the Activity while it is suspended.

6. IF THERE IS A PROBLEM WITH THE ACTIVITY

6.1 In the unlikely event that there is any problem with the Activity:

- (a) Please give Us a reasonable opportunity to rectify any problem; and

(b) We will use every effort to rectify any problem as soon as reasonably practicable.

6.2 As a consumer, you have legal rights in relation to the Activity not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. PRICE OF ACTIVITY

7.1 The prices of the Activity will be as quoted on Our Site at the time you submit a Booking. We take all reasonable care to ensure that the prices of the Activity are correct at the time when the relevant information was entered onto Our Site. However please see clause 7.4 for what happens if We discover an error in the price of the Activity you have Booked.

7.2 Prices for Our Activities may change from time to time, but changes will not affect any Booking you have already made.

7.3 The price of the Activity includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom. However, if the rate of VAT changes between the date of the Booking and the date of performance of the Activity, We will adjust the rate of VAT that you pay, unless you have already paid for the Activity in full before the change in the rate of VAT takes effect.

7.4 Our Site contains a large number of Activities. It is always possible that, despite Our reasonable efforts, some of the Activity on Our Site may be incorrectly priced. If We discover an error in the price of the Activity you have Booked We will contact you in writing to inform you of this error and We will give you the option of continuing to purchase the Activity at the correct price or cancelling your Booking. We will not process your Booking until We have your instructions. If We are unable to contact you using the contact details you provided during the Booking process, We will treat the Booking as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Activity to you at the incorrect (lower) price.

7.5 Gift Voucher Terms and Conditions

a/ Vouchers are valid for 12 months from the date printed on them, they are non-refundable and have no redeemable cash value.

b/ Voucher entitles 1 person to a 1 hour jump session (includes grip socks) at any of our Sky High Trampoline Parks.

c/ Not to be used in conjunction with any other offers and promotions.

d/ Vouchers cannot be used as payment for merchandise and café purchases.

e/ Vouchers cannot be replaced if lost, stolen or destroyed.

f/ Jump session must be booked in advance by calling 01324-460668 to book.

8. HOW TO PAY

8.1 You can only pay for the Activity using a debit card or credit card. We accept all major credit and debit cards.

8.2 Payment for the Activity is in advance. We will not charge your debit card or credit card until We confirm your Booking.

9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 9.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive the Activity, you can notify Us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 Before We begin to provide the Activity, you have the following rights to cancel a Booking, including where We change these Terms under clause 11 to your material disadvantage:

(a) you may cancel any Booking for fewer than 10 Participants by providing Us with no less than 48 hours notice before the start of the Activity by contacting Us. We will confirm your cancellation in writing to you;

(b) you may cancel any Booking for 10 or more Participants by providing Us with no less than 4 weeks' notice before the start of the Activity by contacting Us. We will confirm your cancellation in writing to you;

(c) if you cancel a Booking under clause 9.2(a) or clause 9.2(b) and you have made any payment in advance for the Activity that have not been provided to you, We will refund these amounts to you.

9.3 Once we have begun to provide the Activity to you, you may cancel the Contract with immediate effect by giving Us written notice if:

(a) We breach the Contract in any material way and We do not correct or fix the situation within 5 days of you asking Us to in writing;

(b) We go into liquidation or a receiver or an administrator is appointed over Our assets;

(c) We change these Terms under clause 11 to your material disadvantage.

To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form when you login to your account at www.skyhightrampolining.com If you use this method We will provide you with written confirmation that we have received your cancellation.

You can also e-mail us at bookings@skyhightrampolining.com or contact Sky High by telephone on 01324 460668 or by post to [Castle Laurie, Bankside Industrial Estate, Falkirk. FK2 7XF](#). If you are e-mailing Us or writing to Us please include details of your Booking to help Us to identify it. If you send Us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send Us the e-mail or post the letter to Us. For example, you will have given Us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail Us before midnight on that day.

9.4 In the event that a refund is due to you under these Terms, We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Activity We may refund you in vouchers.

10. OUR RIGHTS TO CANCEL

10.1 We may cancel a Contract for the Activity at any time with immediate effect by giving you written notice if you breach a Contract or the Activity Rules in any material way.

11. OUR RIGHT TO VARY THESE TERMS

11.1 We amend these Terms from time to time. Please refer to clause 2.3 to see when these Terms were last updated.

11.2 Every time you make a Booking on our site, the Terms in force at the time of your Booking will apply to the Contract between you and us.

11.3 We may revise these Terms as they apply to your Booking from time to time to reflect the following circumstances:

(a) changes in relevant laws and regulatory requirements;

11.4 If we have to revise these Terms as they apply to your Booking, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Activity or just the Activity you have yet to receive. If you opt to cancel, we will arrange a full refund of the price you have paid.

12. OUR LIABILITY

12.1 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

12.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence. We are not responsible for any loss or damage that is not an obvious consequence of Us breaching the Contract or not contemplated by you and Us at the time We entered into the Contract.

12.3 Please look after your belongings carefully when you visit our locations. We are not responsible for the loss or damage to any valuables, cash or other items belonging to you or any persons accompanying you while you are visiting any of our locations.

13. COMMUNICATIONS BETWEEN US

13.1 When We use the words “writing” or “written” in these Terms, this will include e-mail unless We say otherwise.

13.2 You may contact Us as described in clause 9.4.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on Our Site if this happens.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 Your rights under the Terms shall extend to any Participant but such extension shall not affect Our rights to terminate or vary any Contract in accordance with the Terms.

14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 If We fail to insist that you perform any of your obligations under these Terms, 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.

14.6 These Terms are governed by Scottish law. This means a Contract for the Activity through Our Site and any dispute or claim arising out of or in connection with it will be governed by Scottish law. You and We both agree to that the Scottish Courts will have non-exclusive jurisdiction. However, if you are a resident of England, Wales and Northern Ireland you may also bring proceedings in England, Wales and Northern Ireland.