

Terms and Conditions

GENERAL

- 1. These Booking Terms and Conditions apply to the booking of the ZAPspace Experience (the 'Activities") and any ancillary products at the location set out in ZAPspace's booking confirmation.
- 2. These Booking Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.
- 3. No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by ZAPspace.
- 4. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by ZAPspace (including any electronic documentation) shall be subject to correction without any liability on the part of ZAPspace. ZAPspace reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

BOOKING CONFIRMATION

- 1. No booking shall be deemed to have been accepted unless accepted in writing by ZAPspace (which shall include ZAPspace's email confirmation of booking).
- 2. These Booking Terms and Conditions incorporate ZAPspace Privacy Policy and Disclaimer.
- 3. You must advise ZAPspace as soon as possible of any mistake in ZAPspace booking confirmation. ZAPspace shall use its reasonable endeavours to ensure that you and your party's participation commences at the time booked and it shall be the responsibility of

each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

SAFETY

- 1. The Activities comprise a challenging trampoline activities and participation is not without risk as a fall could be fatal. All participants will receive a safety brief.
- 2. ZAPspace reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs.
- 3. After the safety briefing participants will not be directly supervised by an instructor.
- 4. All participants must be reasonably fit and healthy and must weigh less than 18 stones/130kg.

If you have any concerns we advise that you visit a site at a time prior to your booking and speak to a member of the ZAPspace staff. Anyone who does not meet these requirements will not be allowed to undertake the Activities. It is your responsibility to ensure that all members of your party meet these requirements.

Jumpers between the age of 4-7 must be accompanied by a parent/carer supervising.

Prices are on a per person basis and are not activities.

- 1. All participants are required to wear Trampoline Socks for grip and hygiene.
- 2. The Activities are physically demanding and require a degree of agility, strength and stamina. Participants are advised to jump within their ability only the individual knows or understands their own limits and competencies. If you are unsure of whether you can complete a manoeuvre, you should not attempt it. If participants have medical concerns they are advised to consult their doctor in advance. 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. Due to the physical nature of the Activities ZAPspace

- recommends that pregnant women should not take part. Pregnant women who still wish to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in the Activities is at their own risk.
- 3. Participants need to be able to see similar distances to those required to drive a car in order to be able to complete the activity and to supervise any under 18's in their care. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.
- 4. All participants are required to act responsibly and courteously at all times and to respect other participants. ZAPspace shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any participant unsuitable.
- 5. Participants must be dressed appropriately (see clause 4) and ZAPspace reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.
- 6. No refunds or compensation will be payable by ZAPspace in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.
- 7. Jumpers between the age of 4-7 must be accompanied by a parent/carer supervising. Jumpers between the age of 7-11 must have a parent/carer present

CLOTHING

- 1. It shall be the responsibility of all participants to ensure that they are dressed appropriately and ZAPspace advises participants to wear clothing appropriate for the activity and which they do not mind getting damaged. In particular the following restrictions shall apply:
 - 1. Participants must wear Trampoline Socks for grip and hygiene
 - 2. Long hair must be tied back
 - 3. No belts, jewellery or other sharp items of clothing that may cause damage to yourself, the equipment or other participants.
 - 4. No Crop Tops or short items of clothing that exposing skin can be worn while using the slide to avoid injury
- 2. ZAPspace will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.

CANCELLATIONS

- 1. You shall be entitled to cancel your booking subject to ZAPspace receiving your request for cancellation at least 48 hours before the booked start time. Any requests for cancellation must be made by telephoning the booking line: 020 8555 7029. You shall be entitled to a full refund in the event of cancellation under this clause.
- 2. ZAPspace shall be entitled to cancel your booking at any time. In the event that ZAPspace 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.
- 3. In the event that it proves necessary to close the Activities for reasons beyond the control of ZAPspace 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 ZAPspace may, but shall not be obliged to, offer alternative dates or times at reduced rates.
- 4. No refunds will be made for customers who cannot or decide that they will not jump on a pre-booked session.

PRICE AND PAYMENT

 Subject to any terms agreed in writing between ZAPspace and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. The charges include the cost of purchasing the Activities. Payment may be made by debit or credit card either on line or by contacting the booking line: 020 8555 7029.

REFUNDS AND AMENDMENTS

- If ZAPspce agrees to process a refund, payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments made by Gift Voucher will be refunded by the issuing of a replacement Gift Voucher to the same value.
- 2. Where multiple forms of payment are used, ZAPspace reserves the right to refund any monies due on a refund or amendment by credit or cheque.
- 3. Any amendments to a party or group booking must be made 7 days prior to the date of the booking by contacting bookings@zapspace.co.uk

LIABILITIES

- 1. Except as otherwise provided in these Booking Terms and Conditions ZAPspace 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.
- 2. Except as otherwise provided in these Booking Terms and Conditions any liability of ZAPspace shall be limited to the refund of any charges paid to ZAPspace.
- Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of ZAPspace in respect of death or personal injury caused by the negligence of ZAPspace or of its employees, agents or contractors.

MISCELLANEOUS

- 1. If any of these terms are determined to be illegal invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.
- 2. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.
- These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and ZAPspace and you submit to the exclusive jurisdiction of the courts of England and Wales.

WAIVER

Our full Acknowledgement of Risk Form can be viewed here.

DISCLAIMER

ZAPspace Itd

NOTICE TO USER: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF

ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

YOU MUST BE 18 OR OVER TO AGREE TO THESE TERMS AND CONDITIONS

In consideration of being permitted by ZAPspace Limited to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and forever discharge, its agents, owners, members, shareholders, Directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:-

1. I acknowledge that my participation in ZAPspace Limited trampoline games and use of ZAPspace Limited facilities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. The risks include, among other things and without limitation: —

Trampoline(s) expose its participants to the risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Travelling to and from trampoline locations raises the possibility of any manner of transportation accidents. Double bouncing or more than one person per trampoline can create a rebound effect, causing serious injury. Flipping, running and bouncing off the walls are dangerous and can cause serious injury and must be done at the participants' own risk.

- 2. I expressly agree to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I warrant that I will only carry out moves and tricks that are within my ability level and throughout which I will be able to maintain control.
 - 3. I acknowledge that I have been provided with the necessary safety instructions by ZAPspace in relation to the activities and will comply with these at all times while on the premises.
 - 4. I understand that the activities provided by ZAPspace require a reasonable level of fitness and ability. I warrant that I do not have (or

- had) any medical condition including pregnancy that makes it dangerous for me to partake in such activities.
- 5. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant (anyone currently under the legal age of 18) in consideration of being permitted to participate at ZAPspace Limited, grant ZAPspace, the permission to photograph and/or record me or my children)/ward(s) in connection with Futures Leisure Limited to use the photograph and/or recording solely for advertising and promotional purposes. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.
- 6. If the participant is a minor (A person under the legal age of 18), I agree that this Release of Liability and Assumption of Risk Agreement ("RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Agreement.
- 7. Epilepsy Warning: Please be aware that there is a risk of flashing lights during each session. A few people may experience epileptic seizures when viewing flashing lights or patterns. Please consult your physician before jumping a ZAPspace Limited if you have an epileptic condition or experience any unusual symptoms while playing games.

I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a Court of Law to have waived my or the minor participant's right to maintain a lawsuit against ZAPspace Limited or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity read this entire document. I have read and understood it, and I agree to be bound by its terms.