

Terms and conditions for trampoline parties

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions which apply to the booking of a trampoline party.
- 1.2. Our [privacy policy](#) and [acknowledgement of risk form](#) are incorporated into these terms and conditions. You and each member of your party will be required to sign the acknowledgment of risk form before the party starts. If you, or any member of your party, do not sign the acknowledgment of risk form and attend the party, you and the members of your party shall be deemed to have accepted the contents of the acknowledgment of risk form as if it had been signed by every person attending.
- 1.3. **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide the party to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are KTA Sport and Leisure Limited, a company registered in England and Wales. Our company registration number is 07475667 and our registered office address is at Suite A, 10th Floor Maple House, High Street, Potters Bar, Hertfordshire EN6 5BS. Our registered VAT number is 116485707.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at 0208 941 7083 or by writing to us at info@kingstontrampoline.co.uk.
- 2.3. **How we may contact you.** If we have to contact you, we will do so by telephone or in writing to you at the email address or postal address you provided to us in your booking form.
- 2.4. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. Our contract with you

- 3.1. **How we will accept your booking.** Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you for the booking. This might be because the date you require is not available or

because of unexpected limits on our resources which we could not reasonably plan for.

4. **Your rights to make changes**

If you wish to make a change to the booking you have made, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **Our rights to make changes**

We reserve the right to make any changes to the booking to reflect changes in relevant laws and regulatory requirements and to implement minor adjustments and improvements to the way we provide parties.

6. **Your rights to end the contract**

6.1. **You can always end your contract with us.** You shall be entitled to cancel your booking if you change your mind.

6.2. **How to end the contract with us.** To end the contract with us, please let us know by doing one of the following:

(1) **Phone.** Call customer services on 0208 941 7083; or

(2) **Email.** Email us at info@kingstontrampoline.co.uk. Please provide your name, home address, details of your booking, and where available, your phone number and email address.

6.3. **How we will refund you.** We will refund you the price you paid for the booking by the method you used for payment.

6.4. **When your refund will be made.** We will make any refunds within 14 days of your telling us you have changed your mind.

7. **Our rights to end the contract**

7.1. **We may end the contract if you break it.** We may end the contract for the party at any time by writing to you if:

(1) you do not make any payment to us when it is due and you still do not make a payment within seven (7) days of us reminding you that payment is due;

(2) you do not, within a reasonable time of us asking for it, provide

us with information that is necessary for us to provide the party;
or

- (3) our facility/premises provider cancels our booking with them or is otherwise unable to provide us with the use of the facility or premises.

7.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.1.(1) or 7.1.(2) we will refund any money you have paid in advance, but we may deduct or charge you £50 as compensation for the net costs we will incur as a result of your breaking the contract.

7.3. If we end the contract in the situation in clause 7.1.(3), we will use our reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event that we have to end the contract under this clause, but no other compensation shall be payable.

8. **Price and payment**

8.1. **Where to find the price for the booking.** The price for the booking (which includes VAT) will be the price indicated on the booking form when you made your booking. We take all reasonable care to ensure that the price advised to you is correct. However, please see clause 8.3 for what happens if we discover an error in the price of the booking you have made.

8.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date of the party, we will adjust the rate of VAT that you pay, unless you have already paid for the party in full before the change in the rate of VAT takes effect.

8.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, the party may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price at the date of your booking is less than our stated price at your booking date, we will charge the lower amount. If the correct price at the date of your booking is higher than the stated price, we will contact you for your instructions before we accept your booking.

8.4. **When you must pay and how you must pay.** We accept payment by credit or debit card. You must pay our charges on the day that you book.

8.5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9. **Safety**

- 9.1. Participation in the activities at a party is not without risk of injury. We will show all participants basic jumping skills and how to land safely before a party starts.
- 9.2. We reserve the right to refuse participation in the activities at a party or to remove a participant from the activities should we deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice given by the instructors.
- 9.3. It is important that all participants must be fit and healthy to take part in physical activity and, if they are not, they will not be able to take part in the activities at the party.

10. **Your general responsibilities**

- 10.1. **You are responsible for making sure everyone is on time.** You are responsible for making sure that everyone attending your party arrives in sufficient time. Late arrivals may not be permitted to undertake the activities at the party and no refunds or compensation will be payable in those circumstances.
- 10.2. **You are responsible for making sure everyone wears the correct clothing.** Every one attending your party must be appropriately dressed for trampoline activities. Everyone must wear sports attire and socks. No jewellery is permitted and long hair must be tied back.

11. **Our responsibility for loss or damage suffered by you**

- 11.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discuss it with us during the booking process.
- 11.2. **We are not liable for business losses.** We only offer parties for private use. If you book a party for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

12. **Other important terms**

- 12.1. **If a court finds part of these terms and conditions illegal, the rest will continue in force.** 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.

- 12.2. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the terms and conditions.
- 12.3. **Nobody else has any rights under these terms and conditions.** These terms and conditions are between you and us. No other person shall have any rights to enforce any of the terms.
- 12.4. **Even if we delay in enforcing these terms and conditions, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking of the agreement between us, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.5. **Which laws apply to these terms and conditions and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.