

TERMS & CONDITIONS

The UK's Best Roller Skating Experience

These terms and conditions tell you information about us and the legal terms and conditions on we operate the website www.twisterz.com

We are Mills Leisure Limited, a company registered in England and Wales under company number 11768439 and with our registered office at Unit L15, West Terrace, Rushden Lakes Shopping Centre, Rushden, Northamptonshire, NN10 6FT.

1. OUR CONTRACT WITH YOU

1.1 Twisterz provides access to a number of activities, which include but are not limited to Roller Skating, trampolining, trampoline and adventure park access, inflatable park access, trampoline dodgeball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities, stunt box zone areas, inflatables, jump towers, wall running, performance trampolines, battle beam, trapeze swing, slackline, ninja obstacle course, bouldering wall, wipeout, laser maze, slides (all varieties), soft play equipment, café access, bar access, terrace access and any other amusement as well as participating in classes, ASD and other special needs sessions and parties (“Activities”).

1.2 These are the terms and conditions which apply when you book to take part in an Activity with Twisterz.

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 Twisterz.

1.4 By submitting your booking, you agree that the supply of the Activities by Twisterz 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 Twisterz unless and until the booking has been accepted in writing by Twisterz, which will take the form of Twisterz sending you an email confirmation of the booking.

1.6 These terms and conditions also incorporate the terms of the Twisterz Participant Agreement/Risk Acknowledgement and Injury Waiver and Privacy Policy.

1.7 Twisterz 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 Participant Agreement, Risk Acknowledgement and Injury 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 on the trampolines and for hygiene reasons whilst in the trampoline/inflatable adventure 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/inflatable park at a time prior to your booking and speak to a member of the FlipOut 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 Admission restrictions and contra-indications to safe jumping:

- Forces and actions that could aggravate physical conditions.
- Excessive participant weight > 125kg/19 stone (which could increase forces on the participant's body, would/could lead to an increased risk of bone and joint damage and would be an indicator of general lack of fitness and appropriateness of the Activity for the participant)
- Circulatory conditions

- Heart or lung conditions
- Recent surgery
- Back or neck conditions (including Rodded back and Brittle bones)
- High blood pressure
- Spine, musculoskeletal or head injury
- Down's Syndrome
- Disproportionate dwarfism
- Pregnancy

If in any doubt as to your ability to participate safely in the Activities, please seek advice from your GP.

Customers with Down's Syndrome, prior to taking part in such activities, will be asked to obtain evidence that a GP or Pediatrician has screened them using the screening test developed by the British Gymnastics Association for Atlanto-Axial Instability. Approval for participation that is signed by the GP or Pediatrician must be provided before taking part in any trampolining activities.

Customers with disproportionate Dwarfism should not participate in trampolining. They should also not perform gymnastics skills which involve repeated jumping or rebounding.

Customers with Epilepsy – Flashing lights might be used in some sessions that might affect some people with epilepsy. Customers with uncontrolled epilepsy will be asked to obtain their GP's approval for trampolining and other forms of sports participation taking into account the following:

- The type and severity and frequency of seizures
- The presence or absence of warning signs
- Known trigger factors (e.g. cold parks, stress, excitement, noise or dazzling lights)

Activities should only take place when:

- Accompanied by a person aged 18 years or over, who must have knowledge of the condition and be able to recognize an attack.

Activities should NOT take place if:

- A person with uncontrolled epilepsy feels unwell
- During peak conditions

2.7 Participants are advised to skate 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 Twisterz are personally responsible for their own personal well-being.

2.8 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 longsighted participants must ensure that they wear contact lenses or prescribed glasses.

2.9 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.

2.10 Twisterz 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 Twisterz personnel. Twisterz 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.

2.11 Participants must be dressed appropriately (please see the FAQ's section of our website) and Twisterz reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.

2.12 No refunds or compensation will be payable by Twisterz 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 Twisterz and you, our charges for all Activities and all ancillary products (such as hire equipment) 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.

3.4 Twisterz reserves the right to change its prices at any time. Though any change in price will not affect 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 You shall be entitled to cancel your booking at any time. You will have a 24-hour window from the point of payment where you will be entitled to a full refund (*Additional reference 4.2). Any cancellations occurring after this 24-hour period will only be offered to transfer to another date. No refunds will be issued.

4.2 *If you book within 24 hours of the booking date and time, you will not be entitled to a refund and will only be able to move your booking or receive a credit note for the amount paid.

4.3 In the case of a birthday party and/or a group booking of 10 or more people, you must give us a minimum of 14 days' notice, to the store you booked with so that they can look for an alternative date. If cancelled within 14 days, you will not receive an exchange or alternative date.

4.4 Twisterz shall be entitled to cancel your booking at any time. In the event that Twisterz 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.

4.5 If an event outside of Twister's control occurs before the commencement of the Activity which means that Twisterz is not able to provide the Activity which has been booked, then the booking is refundable by means of an offer to transfer to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made.

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 may be transferred in adherence with points 4.1, 4.2 and 4.4 as set out in this document.

4.8 Where multiple forms of payment are used, Twisterz 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 Twisterz that you have booked at and as set out in the booking confirmation email.

6. OUR LIABILITY TO YOU

6.1 Twisterz, employees, directors and agents are not liable to you, your dependents 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 Twisterz in respect of death or personal injury caused by the negligence of Twisterz or of its employees, agents or contractors or affect the statutory rights of any person dealing as a consumer.

6.2 Twisterz 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 Twisterz shall be limited to the refund of any charges paid to Twisterz.

6.5 To the maximum extent permitted by law, Twisterz, 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 Twisterz shall not be liable or responsible for any failure to perform, or delay in performance of, any of Twisterz obligations under these terms and conditions that is caused by any act or event beyond which is beyond Twisterz reasonable control.

7.2 If an event outside of Twisterz control takes place that affects the performance of Twisterz obligations under these terms and conditions, you will be contacted as soon as reasonably possible and Twisterz obligations under these terms and conditions shall be suspended for the duration of the event.

7.3 If an event outside of Twisterz control occurs before the commencement of the Activity which means that Twisterz is not able to provide the Activity which has been booked, then the booking is refundable by means of an offer to transfer to another date and time or a credit note for the value of the booking which can only be redeemed at the same venue the original booking was made

7.4 In the event that it proves necessary to close the site or cancel any Activities for reasons beyond the control of Twisterz 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 Twisterz may, but shall not be obliged to, offer alternative dates or times at reduced rates.

8 HOW TO CONTACT US

8.1 If you have any questions or if you have any complaints, please contact the Twisterz directly.

9 SOCIAL MEDIA COMPETITION TERMS AND CONDITIONS

9.1 The promoter: Mills Leisure Ltd, Unit L15 West Terrace, Rushden Lakes Shopping Centre, Rushden, Northamptonshire, NN10 6FT

9.2 By participating in Twisterz prize draw, participants confirm they have read, understood and agree to these terms and conditions.

9.3 The prize will be specified in the social media post relating to the specific competition

- a. No prize or part of a prize is exchangeable for cash, tickets or services.
- b. The prize cannot be transferable to another person.
- c. The prize cannot be transferable to an alternative Twisterz location.

9.4 Entries are open to UK residents aged 18 or over.

9.5 Competitions are not open to employees (or members of their immediate families) of Twisterz

9.6 Entries must be posted on the relevant social media channel. Only comments on the relevant social media channel will be counted as valid entries.

9.7 No responsibility can be accepted for entries that are not received for any reason.

9.8 Only one entry per person is allowed.

9.9 Automated entries, bulk entries or third-party entries will be disqualified.

9.91 Promotion period will be specified in the specific social media post. Twisterz reserves the right to end this promotion at any time without prior notice.

9.92 How is the winner selected and notified?

- a. The winner will be chosen at random and announced when the winner accepts the prize. Twisterz reserves the right to amend the competition end date at any time.
- b. If you win the competition, we will notify you privately via social media. If we cannot contact you or you do not respond within two weeks, we reserve the right to offer the prize to another competition entrant.
- c. Your details may be passed on to third party companies who are collaborating with Twisterz in the campaign for the purpose of fulfilling the order.
- d. If agreed, the first name of the winner will be made public on Twisterz social media pages when they accept the prize. The original competition post will be edited to reflect that the competition has closed and a winner has been chosen.

9.93 You give Twisterz full consent to keep you updated about the competition and your entry.

9.94 In accordance with our privacy policy, you may request at any time that your image, email address or any other details you submitted to us, be removed from our records and/or websites.

9.95 Voucher prizes will be valid for 12 months after winning. Twisterz Vouchers cannot be used in conjunction with any other offers on our website and they can only be exchanged for goods of equal value or as part payment of a higher value purchase. The vouchers cannot be exchanged for cash.

9.96 This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

10 OTHER IMPORTANT TERMS

10.1 We may transfer Our rights and obligations under these terms and conditions 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.

10.2 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.

10.3 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.

10.4 These terms and conditions are governed by English law. You agree to submit to the exclusive jurisdiction of the English courts.