

Terms & Conditions

HIGH ALTITUDE TRAMPOLINE PARK

Background:

These terms and conditions together with all other documents referred to here, set out the terms and use under which you may use Our website <https://highaltitudepk.co.uk> ("Our Site"). Please read the terms and conditions carefully and ensure you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. DEFINITIONS AND INTERPRETATION

The following expressions shall have the following meanings:

"Account"	means an account required to access and/or use certain areas and features of Our Site;
"Cookie"	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 13, below;
"Cookie Law"	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;
"personal data"	means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Site. This definition shall, where applicable, incorporate the definitions provided in the EU Regulation 2016/679 – the General Data Protection Regulation ("GDPR"); and
"We/Us/Our"	means HIGH ALTITUDE LTD, a limited company registered in England under company number 09348389, whose registered address is 91 WHIFFLER ROAD, NORWICH, NR3 2AW, and whose main trading address is 91 WHIFFLER ROAD, NORWICH, NR3 2AW

- 1.1 **Goods and Services:** the services that We are providing to you as set out in the Booking Area of the Website shall be construed accordingly;

- 1.2 **Park Rules:** means the rules relating to the “Actions and Events” located at https://highaltitudepk.co.uk/park_rules;
- 1.3 **Booking:** your order for the Services on Our Site and “Booked” shall be construed accordingly;
- 1.4 **Booking Form:** means the form you complete on Our Site to submit a Booking;
- 1.5 **Our Site:** means Our website located at <https://highaltitudepk.co.uk>;
- 1.6 **Participant:** means an individual who takes part in the “Actions and Events” or makes use of Our Service;
- 1.7 **Waiver Form:** means Our individual waiver form located at <https://highaltitudepk.co.uk/waiver>;
- 1.8 **Website Privacy and Cookie Policy:** means Our privacy and cookie policy located at <https://highaltitudepk.co.uk/privacy>;
- 1.9 **Terms:** these “Terms and Conditions” together with Our **Website Privacy and Cookie Policy:** means Our terms for using Our website at <https://highaltitudepk.co.uk/privacy>;

2. WE FORM A CONTRACT WITH YOU

- 2.1 These Terms tell you information about Us and the legal terms and conditions upon which;
 - 2.1.1 you can make Bookings; and
 - 2.1.2 We supply the Service to you and any Participant.
- 2.2 These Terms will apply to any contract between Us or the supply of the Service by Us to you and any Participant (**Contract**).
- 2.3 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.
- 2.4 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 12/01/2017
- 2.5 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 Service, We will inform you of this and We will not process the Booking.
- 2.6 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
- 2.7 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

- 3.1 Your use of Our Site is governed by Our Privacy and Cookie Policy and Website Terms of 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:
- 4.2.1 provide the Service;
 - 4.2.2 process your payment for the Service; and
 - 4.2.3 in accordance with the terms of the Booking Form.
- 4.3 We will not give your personal data to any third party.

5. THE SERVICE

- 5.1 We will make every effort to supply the Service in accordance with the Booking.
- 5.2 Services are delivered by individual employees and we may have to cancel or reschedule a Service 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 to let you know the situation.
- 5.3 In order for Us to provide Our Service, We will need you to provide Us with the signed Individual Waiver Form for each person taking part. Where a Participant is under the age of 16, the Individual Waiver Form must 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 Individual Waiver Forms relating to Our Service, or you provide Us with incomplete or incorrect Individual Waiver Forms, We may suspend the Service by giving you written notice. We will not be liable for any delay or non-performance where you have not provided Individual Waiver Forms in accordance with this clause 5.3. If We suspend the Service under this clause 5.3, you do not have to pay for the Service while it is suspended.

6. IF THERE IS A PROBLEM WITH THE SERVICE COMPLETED

- 6.1 In the unlikely event that there is any problem with Our Service completed 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 Service 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.
- 6.3 The easiest way to contact Us regarding any problem with the Service is to send us an email on info@highaltitudepk.co.uk please give as much detail as possible, including booking reference and full review of any

issues experienced during your visit, so Our team can review and respond. If this should become a complaint your email will be answered and a complaint form will be supplied for your use.

7. PRICE OF SERVICE

- 7.1 The prices of the Service 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 Service 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 Service you have Booked.
- 7.2 Prices for Our Activities may change from time to time, but changes will not affect any Bookings you have already made.
- 7.3 The price of the Service 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 Service, We will adjust the rate of VAT that you pay, unless you have already paid for the Service in full before the change in the rate of VAT takes effect.
- 7.4 Our Site contains a large number of Activities. It could happen that, despite Our reasonable efforts, some of the Services on Our Site may be incorrectly priced. If We discover an error in the price of the Service 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 Service 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 Service to you at the incorrect (lower) price.

8. HOW TO PAY

- 8.1 You can only pay for the Service using a debit card or credit card. We accept all major credit and debit card.
- 8.2 Payment for the Service 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 Service, 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 Service, you have the following rights to cancel a Booking, including where We change these Terms under clause 11 to your material disadvantage:
- 9.2.1 You may cancel all bookings for fewer than 10 people by providing Us with notice no less than 24hrs' after making the booking. Contact with the booking team or proof of attempted contact will be required to cancel the booking. All bookings made within 24 hours from when the payment is completed are exempt from this as this does not allow for 24 hours cooling off period.
- 9.2.2 If you have made a mistake during the booking process, then High Altitude will, where possible amend the booking. To be applicable this will need to be completed within 24hrs of making the booking.
- 9.2.3 If you cancel a booking under clause 9.2(a) and you have made any payment in advance for the Service that have not been provided to you, We will refund these amounts to you.
- 9.2.4 if you cancel a group booking, for more than 10 people, a full refund can be applied if the cancellation is made within 24hrs of making the booking. Group bookings can be made, where applicable, with a 50% holding deposit. If cancellation notice is supplied the 50% is refundable, but after 24hrs, the deposit becomes non-refundable.
- 9.2.5 if you need to amend a group booking, you can notifyUs7 days prior to the event to notify Us of your intention to amend the booking. If we have availability, we will increase bookings size where possible, but we can only reduce numbers to match the held deposit payment.
- 9.3 Once we have begun to provide the Service to you, you may cancel the contract with immediate effect by giving Us written notice if:
- 9.3.1 We breach the terms of the booking in any material way and we do not correct or fix the situation within 5 days of you asking Us to in writing;
- 9.3.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;
- 9.3.3 We change these Terms under clause 11 to your material disadvantage.
- 9.4 To cancel a booking, you need to let Us know that you have decided to cancel. The easiest way to do this is to email Our bookings team at info@highaltitudepk.co.uk. If you use this method We will provide you with written confirmation that We have received your cancellation.
- 9.5 You can also contact Our team by telephone on 01603 610710 or by post to High Altitude Ltd, 91 Whiffler Road, Norwich, NR3 2AW. 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.

- 9.6 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 Service We may refund you in vouchers.

10. OUR RIGHTS TO CANCEL

- 10.1 We may cancel a Contract for the Service at any time with immediate effect by giving you written notice if you breach a Contract or the Park Rules in any material way.
- 10.2 Group bookings must make full payment within the month of the deposit being made. All funds need to be cleared by the final day of the month, or 7 days prior to the booking taking place, whichever is sooner. The exception will be made when a booking is placed between 23rd – 31st of a month, at which point, payment will need to be made by the last day of the following month. If payment is not received, High Altitude can cancel the booking and retain the deposit.

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:
- 11.3.1 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 Service or just the Service 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:
- 12.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4 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
- 12.1.5 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 location.

13. COMMUNICATION

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

TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE

This “Terms of Website use” document (together with the documents referred to) tells you the terms of use on which you may make use of Our website <https://highaltitudepk.co.uk> (Our Site), whether as a guest or a registered user. Use of Our Site includes accessing, browsing, or registering to use Our site. Please read these terms of use carefully before you start to use Our site, as these will apply to your use of Our site. We recommend that you print a copy of this for future reference.

By using Our Site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use Our site.

OTHER TERMS WE USE

These terms of use refer to the following additional terms, which also apply to your use of Our Site:

- Our “Website Privacy and Cookie Policy” <https://highaltitudepk.co.uk/privacy>, which sets out:
 - the terms on which we process any personal data we collect from you, or that you provide to Us (by using Our Site, you Waiver to such processing and you certify that all data provided by you is accurate); and
 - about the cookies on Our Site.

Our “Terms and Conditions” will apply to Bookings made on Our Site.

INFORMATION ABOUT US

<https://highaltitudepk.co.uk> is a Site operated by High Altitude Ltd (“We”). We are a company registered in England and Wales under company number 09348389 and have Our registered office at 91 Whiffler Road, Norwich, NR3 2AW. Our main trading address is also 91 Whiffler Road, Norwich, NR3 2AW. Our VAT number is 212 9331 36.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO THE WEBSITE

We may update Our Site from time to time and may change the content at any time. However, please note that any of the content on Our Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that Our Site, or any content on it, will be free from errors or omissions.

ACCESSING Our SITE

Our Site is made available free of charge.

We do not guarantee that Our Site, or any content on it, will always be available or be uninterrupted. Access to Our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Site without notice. We will not be liable to you if for any reason Our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Our Site.

You are also responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through Our Site is appropriate or available in other locations. We may limit the availability of Our Site or any service or product described on Our Site to any person or geographic area at any time. If you choose to access Our Site from outside the United Kingdom, you do so at your own risk.

ACCOUNTS AND PASSWORDS

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Us at info@highaltitudepk.co.uk

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in Our Site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal use and you may draw the attention of others within your organisation to content posted on Our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on Our Site must always be acknowledged.

You must not use any part of the content on Our Site for commercial purposes without obtaining a licence to do so from Us or Our licensors.

If you print off, copy or download any part of Our Site in breach of these terms of use, your right to use Our Site will cease immediately and you must, at Our option, return or destroy any copies of the materials you have made.

NO RELIANCE ON INFORMATION

The content on Our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Site.

Although we make reasonable efforts to update the information on Our site, we make no representations, warranties or guarantees, whether express or implied, that the content on Our Site is accurate, complete or up-to-date.

LIMITATION OF Our LIABILITY

Nothing in these terms of use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, Our Site; or

- use of or reliance on any content displayed on Our Site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide Our Site for domestic and private use. You agree not to use Our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on Our Site. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of any Service (as defined in Our Terms and Conditions) provided by Us to you, which will be set out in Our Terms and Conditions <https://highaltitudepk.co.uk/privacy/terms>

VIRUSES

We do not guarantee that Our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access Our site. You should use your own virus protection software.

You must not misuse Our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our site, the server on which Our Site is stored or any server, computer or database connected to Our site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we

will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Site will cease immediately.

LINKING TO OUR SITE

You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.

You must not establish a link to Our Site in any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of Our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on Our Site other than that set out above, please contact Us at info@highaltitudepk.co.uk

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

To contact us, please email info@highaltitudepk.co.uk

Thank you for visiting Our Site.