

ROCK UP LIMITED TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 We are Rock Up Limited (“**Rock Up**”), a company registered in England and Wales with company number 08917651 and with a registered office at 28 Mayfield Road, Weybridge, Surrey, England, KT13 8XB. Our registered VAT number is 184953564. www.rock-up.co.uk is a site owned and operated by Rock Up (“**Website**”).
- 1.2 These are the terms and conditions (“**Terms**”) on which Rock Up contracts with you. Please read these Terms carefully before you make a booking with us. If you think that there is a mistake in these Terms, please contact us to discuss. We may revise these Terms at any time as a result of changes in relevant laws and regulatory requirements.
- 1.3 Your access to and use of our services, comprising the climbing wall, the soft play and all other ancillary and related facilities offered by Rock Up, further details of which can be found below, (together being the “**Services**”) is conditional upon your acceptance of and compliance with these Terms. Rock Up reserves the right to refuse entry, bring a session to an end or ask an individual to leave its premises at any time.
- 1.4 You can contact us by telephoning 01489 232324 or by writing to us at info@rock-up.co.uk. If we need to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking. Use of the words "writing" or "written" in these Terms includes emails.

2. MAKING A BOOKING

- 2.1 By making a booking for Services at Rock Up (“**Booking**”) you will be deemed to have acknowledged and accepted these Terms. You may not use our Services or make a Booking if you do not accept our terms. Details of the Services that can be booked in advance can be found at paragraph 3 below (“**Advance Booking**”). Where possible, Advance Bookings are recommended to avoid disappointment. For the avoidance of doubt, Services for which Advance Bookings cannot be made will be provided on a first come first served basis. Rock Up does not guarantee the availability of any of the Services and many, at its sole discretion, cancel or withdraw any of the Services at any time.
- 2.2 Advance Bookings can be made by telephoning the contact number shown on our Website, in person at any of our sites or via our Website.

- 2.3 Acceptance of Advance Bookings and Bookings will take place when we email you to confirm the Booking ("**Confirmation Email**") or when we provide you with a Booking receipt ("**Booking Receipt**"), at which point a contract will come into existence between you and us.
- 2.4 All Bookings and Advance Bookings are subject to availability. If we are unable to accept your Booking or your Advance Booking, we will inform you of this and we will not charge you for the Services.
- 2.5 The Services will be provided when you attend a Rock Up site on the date and at the time set out in the Confirmation Email or the Booking Receipt.

3. SERVICES

- 3.1 The following Services are provided by Rock Up:

(a) **Soft play**

Parents and/or guardians are responsible for and must supervise children using the soft play facilities at all times. Children above the age of 5 years old are not permitted in the soft play area. Tickets for the soft play area cannot be pre-booked and must be purchased at reception upon arrival, with the exception of soft play parties, which must be booked in advance and will require a deposit at the time of Booking. More information regarding soft play at Rock Up can be found at www.rock-up.co.uk/soft-play-centre-fareham.

(b) **Climbing**

Our climbing facilities may only be used by children aged 4 years or above. It is the sole responsibility of the relevant parent or guardian to ensure that a child aged under 4 does not use the climbing facilities. All equipment required for climbing is included in all climbing session prices. Sessions last for 1 ½ hours, with the exception of 9.00am sessions, which will last 1 hour. Climbing can be pre-booked via our Website, in person or by calling 01489 232324. More information regarding climbing at Rock Up can be found at www.rock-up.co.uk/rock-up-and-climb.

(c) **Children's parties**

Children's parties can be pre-booked by telephoning 01489 232324 or emailing parties@rock-up.co.uk and require a minimum number of 10 attendees. A deposit will be payable for children's parties, at the rate notified at the time of Booking. More information regarding children's parties at Rock Up can be found at www.rock-up.co.uk/parties.

(d) **ClimbFit**

ClimbFit can be pre-booked by telephoning 01489 232324 or speaking to a member of staff at Rock Up. ClimbFit courses can be booked in either individual or blocks of six sessions (this may occasionally differ if term times are longer or shorter). More information regarding ClimbFit at Rock Up can be found at www.rock-up.co.uk/climbfit.

(e) **Rock Stars**

Rock Stars is for children aged 4 – 10 years old. Rock Stars can be pre-booked by telephoning 01489 232324 or speaking to a member of staff at Rock Up. More information regarding Rock Stars at Rock Up can be found at www.rock-up.co.uk/rockstars.

4. PRICE AND PAYMENT

- 4.1 The price of the Services (which includes VAT) will be the price set out on our Website on the date of your Booking unless we have agreed another price with you in writing. We use our best efforts to ensure that the prices of Services advised to you are correct; however it is always possible that, despite our best efforts, some of the Services may be incorrectly priced. If we accept and process your Booking where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not provide the Services.
- 4.2 Full payment for the Services will be taken at the time of making a Booking or an Advance Booking, unless a deposit is required, in which case payment of the remaining balance for the Booking or Advance Booking will be required 72 hours prior to the Booking. Payment can be made by cash or debit or credit card unless otherwise agreed in advance with Rock Up.
- 4.3 Gift vouchers can be bought via our Website or in person. Gift vouchers are valid for 6 months from the date of purchase and can only be redeemed as full payment towards a Booking or an Advance Booking. Gift vouchers may not be exchanged for cash and are non-refundable. Gift vouchers can be redeemed on our Website, over the telephone or by presenting the gift voucher at reception. Rock Up does not accept any liability for lost or stolen gift vouchers.

5. REFUNDS AND CANCELLATIONS

- 5.1 Advance Bookings that have been accepted by Rock Up may be cancelled or amended provided that at least 48 hours' notice is given. Where less than 48

hours' notice is given and/or where an Advance Booking is made less than 48 hours before the date of provision of the relevant Services, a cancellation charge of 100% of the cost of the Advance Booking will apply.

- 5.2 All deposits paid for Group Bookings or children's parties are non-refundable.
- 5.3 Cancellation of a children's party made within 48 hours of the event will be charged at full price with no refund or transfer allowed.
- 5.4 Cancellation of a Group Booking made within 48 hours of the event will be charged at full price with no refund or transfer allowed.
- 5.5 If Rock Up is unable to provide any of the Services as a result of an event beyond its reasonable control it will endeavour to rearrange your Booking. Rock Up is not liable for any additional losses incurred by you as a result of an event beyond our reasonable control.

6. OUR RESPONSIBILITY

- 6.1 Participation in adventurous activities such as the Services provided by Rock Up entails some risk of injury. In the absence of negligence, neither Rock Up nor its employees, agents or subcontractors shall be responsible for the death, personal injury or illness of any guest or customer.
- 6.2 To the extent that the Services are not performed with reasonable care and skill, Rock Up's liability shall be limited to the amount paid by the customers for the Services.
- 6.3 Nothing in these Terms 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.
- 6.4 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 Website or use of or reliance on any content displayed on our Website. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

- 6.5 Neither Rock Up nor its employees or agents shall be responsible for any loss, theft or damage to valuables or personal property that belongs to any guest or customer whilst on Rock Up premises.

7. USE OF PERSONAL INFORMATION

- 7.1 We will use the personal information you provide to us to:
- (a) Provide the Services;
 - (b) Process your payment for such Services;
 - (c) If you agreed to this during the Booking process, to inform you about similar Services or products that we provide, but you may stop receiving these communications at any time by contacting us; and
 - (d) Cookies (please see below).
- 7.2 The information you give us may include your name, address, email address and phone number, financial and credit card information and personal description.
- 7.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Website; any transmission is at your own risk. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

8. COOKIES

- 8.1 Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website and also allows us to improve our Website. Cookies are small files of letters and numbers that we store on your browser or the hard drive of your computer if you agree. You have the option to decline cookies before they are downloaded onto your hard drive. Cookies contain information that is transferred to your computer's hard drive.

9. WEBSITE TERMS OF USE

- 9.1 We may update our Website from time to time, and may change the content at any time. Please note that any of the content on our Website may be out of date at any given time, and we do not guarantee that our Website, or any content on it, will be free from errors or omissions. Our Website is made available free of charge.

- 9.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period and we do not guarantee that our Website will be secure or free from bugs or viruses.
- 9.3 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.
- 9.4 Rock Up assumes no responsibility for the content of websites linked on its Website.

10. GENERAL

- 10.1 If you have any questions or complaints about the Services, please contact us by telephoning 01489 232324, writing to us at Rock Up Whiteley Shopping, Whiteley Way, Whiteley, Hampshire, PO15 7PD or speaking to one of our staff. If you are not happy with how we have handled your complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the ADR Group via their website at <http://www.consumer-dispute.co.uk/>. The ADR Group will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#).
- 10.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. We may transfer our rights and obligations under these terms to another organisation.
- 10.3 Each of these terms 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.
- 10.4 In no event shall any delay by Rock Up in enforcing (in whole or in part) any provision of these Terms be or be deemed to be a waiver of any other provision or shall in any way prejudice the right of Rock Up under these Terms.
- 10.5 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.