



Terms & Conditions for Kiltoonies



Kiltoonies Limited provides its services on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

we, us or our is a reference to Kiltoonies Limited, a company registered in Scotland with company number SC707043;

you or your is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

1. Full payment of the session price to be paid by you to us upon entering Kiltoonies. Purchasing a ticket is an acceptance of our terms and conditions.

- 1.1 Once purchased, tickets cannot be refunded
- 1.2 Tickets are non-transferable.
- 1.3 Bookings can be moved by informing Kiltoonies at least TWO FULL DAYS IN ADVANCE (48 hours) of your booked session via email at hello@kiltoonies.co.uk – change of booking requests will not be answered on social media.
- 1.4 However, if you notify us within 48 hours we will try and re-sell your tickets. If they do not sell, your booking cannot be moved and the tickets will be lost.
- 1.5 Tickets are valid for re-booking only within 8 weeks of the original booked date
- 1.6 We cannot guarantee you will be moved to a specific date or time.
- 1.7 Emails to hello@kiltoonies.co.uk may not be read until the next day.

2. By purchasing your ticket and entering the premises means that you adhere to the rules of play and understand that:

- 2.1 Equipment means all equipment, materials, clothing, toys and other property owned by us and used in the provision of the Services
- 2.2 We reserve the right to ask visitors to leave before the end of their play session if they are not following our rules of play or are feeling unwell.
- 2.3 You must leave promptly when asked to leave at the end of the session
- 2.4 Kiltoonies cannot be held responsible for any accidents or injuries. This does not affect your statutory rights.

3. Providing the Services:



3.1 Our aim is to always provide you with the Services:

- 3.1.1 using reasonable care and skill;
- 3.1.2 in compliance with commonly accepted practices and standards in our industry; and
- 3.1.3 in compliance with all applicable laws and regulations in force at the time we are to carry out the Services

3.2 Whilst in the premises:

- 3.2.1 Kiltoonies cannot be held responsible for any loss, breakage, or theft of your possessions
- 3.2.2 Do not leave hot drinks or food unattended
- 3.2.3 Kiltoonies is for children 8 years and under. Children of 9 to 15 are not permitted on any equipment
- 3.2.4 Alert a member of staff immediately if the child or children you have with you becomes sick or injured
- 3.2.5 Ensure your child or children follow the Kiltoonies Rules of Play

4. instructions applicable to or given at the Premises;

- 4.1 watch and be responsible for all children present during the performance of the Services at all times and ensure that they are using all Equipment in a safe and appropriate manner and in accordance with any instructions given by us;
- 4.2 ensure that the children present during the performance of the Services do not consume food or beverages near or whilst using the Equipment;
- 4.3 ensure that, if you intend to take photographs or videos during the performance of the Services:

a) the consent of all persons who may feature in such photographs or videos (or, in the case of children, their parent(s), carer(s) or guardian(s)), is obtained prior to doing so; and

5. Our obligations

5.1 In providing the Services, we shall:

- 5.1.1 ensure that all Equipment is purchased from reputable providers and conforms to all applicable safety standards;
- 5.1.2 comply with all applicable laws (including health and safety laws) and any rules, restrictions, notices or instructions applicable to or given at the Premises;
- 5.1.3 ensure that all Equipment is cleaned after every use; and



- 5.1.4 ensure that one of our representatives is present at all times during the provision of the Services, in order to provide information and answer any questions that you may have.

6. Our right to refuse to provide the Services

6.1 We will be entitled to refuse to provide the Services if:

- 6.1.1 we, in our reasonable opinion, believe that you and/or any other person (including children) present during the session is showing any signs of illness;
- 6.1.2 we, in our reasonable opinion, believe that you and/or any other person present during the session is under the influence of drugs or alcohol;
- 6.1.3 you have not paid for the Services in full in accordance with clause 6 above.
- 6.1.4 We, in our reasonable opinion, believe that you are showing aggressive and threatening behaviour to team members, customers and/or children present

7. Exclusion and limitation of liability

- 7.1 We do not exclude or limit liability for our negligence or negligent omission which causes personal injury or results in death.
- 7.2 Subject to clause 2.4 above, we shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. Our liability to you in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with the contract between us shall not extend to any loss of profit, loss of enjoyment or amenity or any special, indirect or consequential loss or damage whatsoever.
- 7.3 We have obtained public liability insurance cover not exceeding one million pounds (£1,000,000) in aggregate. For matters covered by this insurance, our total liability to you shall therefore not exceed one million pounds (£1,000,000). For all other matters, our total liability to you shall not exceed five thousand pounds (£5,000). In each case, our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this contract.

8. Communicating with us

You can telephone us at 07899 845 556. However, for important matters we suggest that you use writing and send any communications by email to hello@kiltoonies.co.uk

9. Amendments to the contract terms and conditions

- 9.1 We will have the right to amend the terms and conditions of this contract where:



- 9.1.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
 - 9.1.2 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.
- 9.2 Where we are making any amendment we will give you 15 days' prior notice (unless the contract is terminated before that period).

10. Your data

We are committed to protecting the privacy and security of your personal information. Full details of this commitment, including how we collect and use your personal information in compliance with the General Data Protection Regulation, is contained within our Privacy Notice. A copy of our Privacy Notice is available on our website or upon request.

11. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. Law and jurisdiction

This contract shall be governed and construed by the Scottish Law and you and we agree to submit to the jurisdiction of the courts of Scotland.