

TRANSITION EXTREME

 **The Adrenaline Enterprise**

Transition Extreme Admission and Membership Terms and Conditions

1. General facility use conditions

1.1. All participants should be aware of, understand and accept the following participation statements:

- 1.1.1. Climbing Wall: *“The Mountaineering Council of Scotland recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement.”*
- 1.1.2. Skatepark: *“I fully understand and acknowledge that there are risks and dangers associated with participation in skateboarding; BMX riding and inline skating which could result in bodily injury; partial and/or total disability; paralysis or death. As a result of this knowledge, I will not hold the operating company and its employees responsible for any accidents; injury; loss or damage whilst on the premises. By signing this registration form, I confirm that I have read and fully understood the Terms & Conditions and understand that wearing personal protective equipment is strongly recommended for all users whilst in the skatepark. I hereby agree to accept full responsibility for my actions during participation at Transition Skatepark.”*

Transition Extreme and its employees reserve the right to remove or refuse entry of participants from any session or activity if it is deemed that their behaviour places at risk the safety or enjoyment of the individual, other users or employees. This also includes any action by the customer that would endanger Transition Extreme’s reputation (including content on any Social Media platforms whether owned by Transition Extreme or not) or break the rules of the centre including that of payment for entry to a booking, course or session.

- 1.2. Anyone not adhering to the rules, health and safety policies or terms and conditions of use will forfeit their payment for their session and be removed from the activity or centre if deemed necessary by the management.
- 1.3. Where possible Transition Extreme will aim to assist customers in the correct choice of session or course given the correct information by the customer.

2. Transition Extreme admissions, prices and offers

2.1. General rules

- 2.1.1. Admission prices are non-negotiable.
- 2.1.2. All payment of admission prices must be made prior to access to activity areas.
- 2.1.3. Regardless of membership type or status all customers must report to reception before entering activity areas.
- 2.1.4. Transition Extreme reserves the right to withdraw any promotion or offer at anytime.

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2.1.5. Promotions and offers are only valid under the terms and conditions in which they are associated and no exceptions will be made.

2.2. Cancellations by the customer

2.2.1. Where a customer has purchased an admission or hire of equipment and left the point of sale no refund shall be given.

2.3. Cancellation by Transition Extreme Sports Ltd.

2.3.1. Where a customer is deemed unsuitable to gain access or continue a specific activity/session due to safety reasons Transition Extreme reserves the right not to offer any refund. We will however aim to offer an alternative session if deemed appropriate by the management.

2.3.2. Where a customer has gained access to the activity area under false pretence they will be removed from the session and no refund will be given.

3. Transition Extreme Memberships and Passes

3.1. All memberships and passes purchased by the customer shall be valid for the time period/session amount detailed on the Transition Extreme price list.

3.2. A customer Purchasing an 12 month Unlimited Pass the cost and registration of the Annual Membership for that customer is included in the price.

3.3. A valid Annual Membership is required before the purchase or use of any other Pass whether it an Unlimited or Session Pass.

3.4. Session passes are only valid for 12 months from the date of activation.

3.5. A 'Session' in relation to a 10 Session Pass shall allow the customer to make use of 10 admissions of:

3.5.1. Unlimited duration for one business day in the climbing wall

3.5.2. 2 hour session in the Skatepark.

3.6. Unlimited passes (1 month, 6 month and 12 month) shall allow a customer to make use of:

3.6.1. Unlimited access to the respective activity (Skatepark or Climbing Wall) as defined on the Transition Extreme price list for the defined period of time for that pass.

3.6.2. Commencement of an unlimited pass may occur anytime from the date of purchase as requested by the customer as long as it is within 3 months of the date of purchase.

3.7. Alteration/change of Memberships and Passes

3.7.1. Any request to change or alter a Membership or Pass is ultimately at the discretion of Transition Extreme Sports Ltd.

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3.7.2. Alterations or changes to Memberships and Passes will only be considered when they are to be changed to a Membership or Pass of equal or greater value.

3.8. Cancellation by customer (financial costs)

3.8.1. Once purchased a Membership or Pass cannot be refunded or cancelled before their term expires.

3.8.2. At the discretion of Transition Extreme; cancellation or deferment may be considered if:

3.8.2.1. Advice from a Doctor detailing that you are physically unable to utilise the Climbing Wall or Skatepark. Documentary proof of this will be required before any refund, cancellation or alteration can be made.

3.8.2.2. The customer has been contracted for employment in a location out with commuting range of Aberdeen without notice and after the purchase date of the Membership/Pass. Documentary proof from the employer is required before any refund, cancellation or alteration can be made.

3.8.3. In these two circumstances where at all possible Transition Extreme will offer the suspension or deferral of commencement of a Membership or Pass until such time that the customer can utilise the Membership/Pass again.

3.9. Cancellation by Transition Extreme Sports Ltd.

3.9.1. Transition Extreme endeavour to ensure all sessions run as advertised but reserves the right to cancel and or change access to sessions at any time.

3.9.2. In the event of cancellation Transition Extreme will notify the customer as soon as possible.

3.9.3. If a session or activity is restricted or cancelled due to Health and Safety reasons where there it is no fault of the operation company; Transition Extreme will not offer any refunds.