



Terms and Conditions

1. GENERAL

- 1.1. These Terms and Conditions ("Terms") tell you information about us and the terms of business under which we, SC9 CIC ("SC9") supply services to you and the participants within your booking(s).
- 1.2. We are SC9 CIC, a company registered in England and Wales under company number 16110108 with registered address, 35 Honey Head Lane, Honley, HD9 6RW .
- 1.3. In these Terms, the words "we" and/or "us" refer to SC9 CIC.

2. OUR CONTRACT WITH YOU

- 2.1. SC9 provides access to services and activities, including, but not limited to, skateboard, scooter, and any other related activities ("Activities").
- 2.2. SC9 provides access to a number of supervised activities which involve balance, strength, and agility ("Activities").
- 2.3. These are the Terms which apply when you book to take part in and subsequently participate in any activity.
- 2.4. Please ensure that you and all of the participants within your booking(s) have read these Terms in advance of attending the Activities.
- 2.5. Please ensure the details of your booking are complete and accurate before you finally confirm your booking(s). If you think that you have made a mistake after you have confirmed your booking(s), please contact SC9 via email skate@scnine.com to discuss.
- 2.6. By processing and/or confirming your booking, you agree that access to any of the Activities, provided by SC9, and your participation in any of the activities is subject to these Terms.
- 2.7. No booking shall be deemed to have been accepted by SC9 unless and until the booking has been confirmed in writing by SC9, which will usually take the form of email confirmation via the online booking platform. Please note that we will not issue refunds in the event you misread the date/time of a booking unless a request is made in accordance with clause 9 of these Terms.
- 2.8. SC9 reserves the right to revise these Terms without notice and to make changes to the activities available within the Venue from time to time in order to comply with changes in any relevant laws or regulatory requirements.

3. CONSENT & RELEASE

- 3.1. You understand as the Parent/Legal Guardian or Supervising Adult of a minor participant (a minor being anyone under the legal age of 18 at the time of booking), the risk of injury from the Activities is significant, including the potential for permanent disability and death, and while rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. All participants and their Parent/Legal Guardian or Supervising Adult knowingly and freely assume such risks, both known and unknown, and assume full responsibility for their participation. We do not accept any responsibility for a participant(s) failure to comply with these Terms and Conditions other than due to our negligence.

4. YOUR OBLIGATIONS

- 4.1. You shall ensure that the terms of your booking and any information provided therein is complete and accurate.
- 4.2. You shall co-operate with us in all matters relating to the Activities.
- 4.3. You shall provide us, our employees, agents, consultants and subcontractors with such information as we may reasonably require in order to supply the Activities and ensure that such information is complete and accurate in all material aspects.
- 4.4. Smoking (including of e-cigarettes) is strictly prohibited.
- 4.5. Any abusive, violent, intimidating, dangerous, or anti-social behaviour (including bullying of any kind) will not be tolerated and may lead to perpetrators being removed and/or refused entry to the remainder of the course.
- 4.6. It shall be the responsibility of all participants to ensure that they are dressed appropriately and we advise participants to wear clothing appropriate for the activity and which they do not mind getting damaged. In particular the following restrictions shall apply:
 - 4.6.1. Long hair must be tied back;
 - 4.6.2. Footwear should have flat soles, be secured to the foot using laces or Velcro and support the foot.
 - 4.6.3. No belts, jewellery or other sharp items of clothing that may cause damage to yourself, or other participants;
 - 4.6.4. SC9 will not be responsible for any damage to or loss of personal items resulting from participation in the Activities.
 - 4.6.5. Any accident must be reported to a member of staff immediately. An accident book is available, and any injury should be notified to staff, recorded and signed by the injured person or their representative immediately after the accident.

5. SAFETY

- 5.1. Participant sessions are for ages 4 and above. We advise that an accompanying adult remains on site with anyone aged under 12 years. It is the parent or guardian who is ultimately responsible for that child.
- 5.2. 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 and all participants within your booking(s) voluntarily assume and accept all such risks and irrevocably waive the right to sue SC9 for any personal injury or fatality and agree to the on site Rules, as displayed within the venue and or as communicated by staff within the Venue.
- 5.3. People with special educational needs and disabilities must be accompanied by a parent, guardian, responsible adult or appropriate carer. Educational needs and disabilities in his or her care.
- 5.4. The Activities are physically demanding and require a degree of strength, balance, agility and stamina. All participants must be reasonably fit, in good health and free from any adverse medical condition.
- 5.5. Participants are advised to partake in activities based on their confidence, experience and ability. If you are unsure as to whether you can complete a manoeuvre, you should not attempt it. Participants warrant that, to the best of their knowledge, they do not



suffer from any medical condition or other reason which may prevent them from participating in any of the Activities or which would make it more likely that they would be involved in an incident which could result in injury to themselves or others.

5.6. SC9 reserves the right, in its absolute discretion to refuse admittance to participants to the Venue, ban from entry to the Venue, or to remove a participant from the Venue without any right to a refund, any person whose presence or behaviour may affect the enjoyment and/or safety of other participants or staff or who, in its opinion, does not comply with the requirements set out in these Terms.

6. PRICE AND PAYMENT

6.1. Subject to any terms agreed in writing between SC9 and you, our charges for all activities and all ancillary products shall be calculated at our current rates from time to time.

6.2. Payment shall be made in full at the time of booking and can be made by using a debit card or credit card. All payments are made via the online booking platform.

6.3. SC9 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.

7. CANCELLATIONS, TRANSFERS AND REFUNDS

7.1. SC9 requires 7 days' notice before the first session of your booked course to provide a full refund. Any cancellations occurring with less than 7 days' notice yet more than 48 hours' notice will be offered a transfer to another 6 week course held at a later date. With less than 48 hours' notice cancellations will not receive a refund or transfer.

7.2. Any cancellation under this clause 9 must be made by email to skate@scnine.com.

7.3. SC9 shall be entitled to cancel your booking at any time. In the event that SC9 requires to cancel your booking for any reason including but not limited to, technical, health and safety, IT error and/or operational reasons, it shall use its reasonable endeavours to notify you as soon as possible. In the event of cancellation under this clause, you shall be entitled to transfer your booking to another date and time but no other compensation or refund shall be payable by SC9.

7.4. Payments made by debit or credit card will be refunded to the same card.

7.5. If your booking is rescheduled in accordance with this clause 9, you agree to waive any right to compensation, refund or rebooking that may be granted under these Terms in relation to the applicable rescheduled booking.

8. OUR LIABILITY TO YOU

8.1. Subject to the following paragraph, SC9, its employees, directors and agents are not liable to you, the participants in your booking, or your or their dependants 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), breach of statute or statutory duty or otherwise.

8.2. Nothing in these Terms is intended to nor shall limit the liability of SC9 in respect of death or personal injury caused by the negligence of SC9 or of its employees, agents or for fraud or fraudulent misrepresentation, or for any other liability which cannot be restricted by law, nor shall it or affect the statutory rights of any person dealing as a consumer.

8.3. SC9 will not be held responsible for the loss or damage of or to any of your or the participants in your booking's property or personal belongings during your participation in the Activities. Personal possessions are brought into the Venue entirely at the owners' risk.

8.4. If you are a consumer, SC9 will be responsible for losses you suffer caused by SC9 breaking this contract unless the loss is:

8.4.1. Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable)

8.4.2. Caused by a delaying event outside our control. In accordance with clause 12 of this agreement, we're not responsible for delays or other matters outside our control.

8.4.3. Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

8.5. Parking facilities are available near to the Venue 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.

8.6. Except as otherwise stated, any liability of SC9 shall be limited to the refund of any charges paid to SC9.

9. EVENTS OUTSIDE OUR CONTROL

9.1. If an event outside of SC9's reasonable control takes place that affects the performance of SC9's obligations under these Terms, SC9 will contact you as soon as reasonably possible and SC9's obligations under these Terms shall be suspended for the duration of the event.

9.2. If an event outside of SC9's reasonable control (including but not limited to reasons relating to COVID-19 or any public health emergency), which means that SC9 will not be able to provide the Activities in accordance with your booking:

9.3. If the event takes place more than 7 days before the commencement of your booking, you may cancel your booking and SC9 will provide you with a full refund; or

9.4. If the event takes place within 7 days before the commencement of your booking, you may cancel your booking and SC9 will provide you with a voucher for a new visit or reschedule your visit for a later date.

9.5. If your booking is rescheduled in accordance with clause 9.4., you agree to waive any right to compensation, refund or rebooking that may be granted under these Terms in relation to the applicable rescheduled booking.

9.6. If it proves necessary to cancel any Activities for reasons beyond the reasonable control of SC9 and in circumstances where you have commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances, SC9 may, but shall not be obliged to, offer alternative dates or times at reduced rates.

10. HOW TO CONTACT US

10.1. If you have any questions or if you have any complaints, please contact SC9 by email at sc9cic@gmail.com

11. OTHER IMPORTANT TERMS



- 11.1. SC9 may transfer its rights and obligations under these Terms to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or SC9's obligations under these Terms.
- 11.2. Nothing in these Terms shall confer on any third party or any benefit or right to enforce any of these Terms.
- 11.3. Each of the paragraphs of 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.
- 11.4. If SC9 fails to insist that you perform any of your obligations under these Terms, or if SC9 does not enforce its rights against you, or if it delays in doing so, that will not mean that it has waived its rights against you and will not mean that you do not have to comply with those obligations. If SC9 does waive a default by you, it will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.5. If you are not satisfied with the outcome of your complaint, you have other ways to resolve disputes with us:
 - 11.5.1. You can go to court. These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you are a consumer and you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
 - 11.5.2. These Terms are governed by English law. Unless otherwise stated in this agreement, you agree to submit to the exclusive jurisdiction of the English courts.