

**TERMS AND CONDITIONS FOR INDIVIDUAL SIMULATOR SESSIONS (THE CONDITIONS) –
ONLINE BOOKINGS**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 6 (YOUR RESPONSIBILITIES),
CLAUSE 7 (HEALTH, SAFETY AND RESPECT) AND CLAUSE 8 (LIABILITY)**

BACKGROUND

These Conditions are between:

1. **Us, INFINISKI LIMITED**, a company incorporated and registered in England and Wales with company number 12987488 whose registered office is at The Plaza, 100 Old Hall Street, Liverpool, United Kingdom, L3 9QJ) (**We, Us, Our**); and
2. **You**, a person or parent/guardian of a person under the age of 18 who wishes to book a session with the Simulator for the purposes of receiving a skiing lesson (**You, Your**).

For the purposes of these Conditions, all references to “ski” and skiing” also includes “snowboard” and “snowboarding”.

Subject to these Conditions, We own and will allow You to use the SkyTechSports President Lux Ski Simulator (the **Simulator**) which is permanently located at Cranmore School, Epsom Road, West Horsley, Leatherhead KT24 6AT (the **Site**).

We will provide qualified ski instructors (**Instructors**) to supervise Your use of the Simulator and deliver the skiing lesson to You at the Site. All ski instructors supervising use of, and teaching lessons using, the Simulator must have been engaged by Us. The Simulator cannot be moved from the Site and therefore, all lessons will be delivered at the Site. We will not accept any requests for lessons to take place at any other location.

TERMS

1 THESE TERMS AND PLACING YOUR BOOKING

- 1.1 These are the Conditions on which We will provide the services that you are currently in the process of booking using Our website www.infini.ski (the **Booking**).
- 1.2 In these Conditions capitalised terms have the meanings as set out above and below.
- 1.3 When placing Your Booking, You will be prompted to select a date and time slot from the slots that are available at the time of placing Your Booking. The slot that You select is not confirmed until the conditions at clause 4.1 are fulfilled. You can place a Booking up to 3 months in advance of the services taking place.
- 1.4 In order to confirm Your Booking, You must indicate Your acceptance of these Conditions by electronically ticking the box as prompted on the screen during the online booking process.

2 HOW TO CONTACT US

- 2.1 You can contact Our customer service team via email using mark@infini.ski
- 2.2 If We have 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.
- 2.3 “Writing” includes emails. When We use the words “writing” or “written” in these Conditions, this includes emails.

3 THE SERVICES WE WILL PROVIDE TO YOU

Provided that You have paid the charges agreed when making Your Booking, We will provide the following services to You:

- 3.1 We will make the Simulator available for Your use on the date and at the time specified in Your Booking for the purposes of a skiing lesson; and
- 3.2 We will provide an Instructor to supervise Your use of the Simulator and deliver the skiing lesson to you (the **Services**).

4 CHARGES

- 4.1 When making Your Booking, You will be prompted by Our online booking system to make payment immediately. Your Booking is not confirmed until You:
 - 4.1.1 make the online payment (the **Booking Charge**);
 - 4.1.2 receive the email confirming the Booking details and payment of the Booking Charge; and
 - 4.1.3 as per clause 1.4, confirm agreement via tick-box to these Conditions.
- 4.2 If You fail to make a payment due to Us under these Conditions, Your Booking will not be confirmed and therefore has not been accepted by Us. In the unlikely event that You do receive a Booking confirmation without having paid the Booking Charge, without limiting Our remedies under these Conditions or at all, We reserve the right to cancel Your Booking in accordance with clause 5.1.1.

5 CANCELLATION OR CHANGE OF BOOKING

- 5.1 We may cancel or suspend Your Booking without incurring any liability if:
 - 5.1.1 You have not paid the Booking Charge at least 48 hours before the Services are due to take place;
 - 5.1.2 subject to clause 7.2 below, You arrive to Site on the day of Your skiing lesson and are not wearing the correct clothing and/or footwear;
 - 5.1.3 access to the Site or the Simulator is prevented for any reason outside of Our control;
 - 5.1.4 the Instructor due to supervise and teach Your skiing lesson is unavailable for any reason; or
 - 5.1.5 the Simulator cannot be used due to a fault or issue with it, or for maintenanceand if We need to cancel or change Your Booking for any other reason, We shall be entitled to do so upon reasonable notice to You.
- 5.2 If We do cancel or suspend Your Booking for the reasons in clauses 5.1.3 to 5.1.5, We will use Our reasonable endeavours to reschedule Your Booking to an alternative date. If the alternative dates that We suggest are unsuitable for You, We may issue a full refund.
- 5.3 If You wish to cancel or change Your Booking, then You shall notify Us as soon as possible and in any event, at least 7 days before the Services are due to take place. We will use reasonable endeavours to accommodate Your request to change Your Booking, subject to availability and any change to the Booking Charges. If less than 7 days' notice is given of any cancellation or change of Booking, We reserve the right to retain the Booking Charges which

the You agree is reasonable and proportionate to protect Us given that it is unlikely that We will be able to fill Your Booking on such short notice.

6 YOUR RESPONSIBILITIES

Your attention is drawn specifically to this clause.

You shall:

- 6.1 comply with all health and safety and security policies applicable at the Site;
- 6.2 make no alteration to the Simulator and shall not remove any existing component (or components) from the Simulator;
- 6.3 not move or attempt to move the Simulator or any part of it within or from the Site; and
- 6.4 not use the Simulator for any unlawful purpose.

7 HEALTH, SAFETY AND RESPECT

Your attention is drawn specifically to this clause.

7.1 **Before** You use the Simulator, You confirm that:

- 7.1.1 You weigh between 25 and 102 kg (approx. 3st 13.1lbs and 16st 0.8lbs);
- 7.1.2 You are no taller than 194.1 cm (approx. 6ft 4”);
- 7.1.3 You are in good health;
- 7.1.4 subject to clause 7.2 below, You are wearing or have brought with You appropriate and correctly-sized ski or snowboard boots, ski socks and suitable clothing for use of the Simulator;
- 7.1.5 Your use of the Simulator is voluntary; and
- 7.1.6 You understand that use of the Simulator involves high-impact, strenuous exercise and is a potentially dangerous and hazardous activity.

7.2 We have ski and snowboard boots available for use on the Simulator free-of-charge in the following sizes:

- Mondpoint ski boots: sizes 18 – 30; and
- Mondpoint snowboard boots: sizes 23 – 30.

You are free to bring Your own boots if You prefer. If You require a boot size not listed above, You must come to Site either wearing or having brought with You Your own ski or snowboard boots. If this is not the case, You will not be permitted to use the Simulator and Your skiing lesson will be cancelled without refund.

7.3 **Before** You use the Simulator, You confirm either that the following health-related statements are true or that the statement at clause 7.4 is true:

- 7.3.1 A doctor or other medical professional has never informed You that You have a heart condition or that You should only do physical activities recommended by a doctor or other medical professional;
- 7.3.2 You have never felt chest pain when engaged in physical activity;

- 7.3.3 You have not experienced chest pain when not engaged in physical activity at any time within the past month;
 - 7.3.4 You have never lost Your balance because of dizziness and never lost consciousness;
 - 7.3.5 You do not have a bone or joint problem that could be made worse by a change in physical activity;
 - 7.3.6 You do not have any history of high blood pressure and nor does anyone in Your immediate family have a history of high blood pressure or heart problems;
 - 7.3.7 You do not know of any other reason You should not exercise; and
 - 7.3.8 You are not pregnant, breastfeeding or lactating.
- 7.4 If any of the statements at clause 7.3 are not true, You confirm You have sought medical advice from a medical professional (for example, Your GP) and that they have approved Your use of the Simulator. If any of the statements at clause 7.3 are not true and You have not had approval from a medical professional to use the Simulator, We regretfully cannot allow You to use the Simulator. **PLEASE DO NOT PROCEED WITH YOUR BOOKING IF THIS IS THE CASE. IF YOU PROCEED WITH YOUR BOOKING AND CONFIRM YOUR ACCEPTANCE TO THESE CONDITIONS, WE WILL ASSUME THAT EITHER THE STATEMENTS AT CLAUSE 7.2 ARE TRUE OR THAT YOU HAVE RECEIVED APPROVAL FROM A MEDICAL PROFESSIONAL TO USE THE SIMULATOR.**
- 7.5 **During** Your use of the Simulator:
- 7.5.1 You must use the Simulator only in the presence and under the supervision of the Instructor; and
 - 7.5.2 You agree at all times to:
 - 7.5.2.1 listen to the Instructor;
 - 7.5.2.2 follow the instructions and advice of the Instructor; and
 - 7.5.2.3 be respectful to the Instructor.

8 **LIABILITY**

Your attention is drawn specifically to this clause.

- 8.1 We will not be liable for any injury, illness, death or consequent losses suffered by You unless You are able to prove that such injury, illness, death or consequent loss was caused by Our negligence.
- 8.2 In respect of all claims howsoever they arise, We will not be liable for any loss or damage where the alleged loss or damage results from:
 - 8.2.1 any fault of Yours or any person accompanying You;
 - 8.2.2 any fault of a third party; or
 - 8.2.3 any event or circumstances which could not have reasonably been predicted or avoided.
- 8.3 We do not accept any liability for losses, damages, personal injury, death or any other loss caused to You by any negligent act or omission of the Instructor.

8.4 We are not responsible for losses, expenses or other sums where the alleged loss, expense or other sum relates to that of a business.

9 IF THERE IS A PROBLEM WITH THE SERVICES WE PROVIDE

9.1 If you have any questions or complaints about the Services, please contact us. You can email Us via mark@infini.ski

9.2 We are under a legal duty to supply services that are in conformity with these Conditions. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

*If your product is **services**, for example a support contract for a laptop or tickets to a concert, the Consumer Rights Act 2015 says:*

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).