# **Registration and Payment Terms and Conditions**

These terms and conditions cover Registration, Payment and Memberships with Rainbow Rocket Limited ('Rainbow Rocket', 'we', 'us' or 'our').

### 1. Definitions

<u>Registration</u> - All climbers must complete an Acknowledgement of Risk (AoR) form. You must have read, understood, and accepted our Conditions of Use and Rules. Registered Climbers will have a unique Registration Number to identify them and have a photo on the database.

<u>Membership</u> - Registered climbers may additionally purchase an 'Anytime' or 'Off-Peak' membership payment plan, rather than pay per visit.

<u>Prepaid Entries</u> – Registered climbers may purchase Pre-Paid Entries, also known as 'Punch Cards'.

#### 2. General

- 2.1 We reserve the right to change these Terms and Conditions from time to time and at our sole discretion. Any additions or modification will be effective immediately upon posting of the revisions on our website and on signage displayed at reception. Active Memberships will not be affected by changes relating to Memberships until they are renewed or expire.
- 2.2 You may only have one active Registration at any one time.

# 3. Revocation of Registration and Memberships

Registration with Rainbow Rocket may be revoked at any time by a Duty Manager if you refuse to comply with our Conditions of Use and Rules. In the case of revocation, any active Membership will be cancelled and no refunds provided.

### 4. Price changes

Rainbow Rocket may change registration, Entry and Membership fees at any time. Any changes will not be applied retrospectively. We will notify our customers of any upcoming changes in prices by putting up notices on our website and in the centre in advance.

### 5. Memberships

5.1. Anytime/Off-Peak

Rainbow Rocket offers anytime and off-peak Memberships.

**Anytime:** Entry at any time during our opening hours.

**Off-Peak:** entry at specified times of the day, outside of these times a top-up fee is payable. Bank holidays are peak pricing all day.

Mon/Wed - Fri: 12-4pm.

Tue: 8am-4pm Sat - Sun: 5-7pm

#### 5.2. Prepaid Memberships

All our memberships are pre-paid. One-off payments that begin from the date of purchase. See below for details on freezes, refunds and transfers.

#### 5.3. Membership Benefits

- Free Guest Entry: invite 2 new people to climb with you for free each month. Must be new to Rainbow Rocket.
- 10% off shop & cafe products
- 10% discount on rental products
- Free guide book rental

#### 5.4. Changes to Terms

Rainbow Rocket will inform you in advance of any changes to your membership terms or benefits.

### 6. Prepaid Entries

Prepaid Entries (Punchcards) are sold in blocks of 10 and expire 18 months from date of purchase. These are not a membership and do not include any membership perks or discounts. These cannot be shared between customers, frozen or extended. In date, unused Entries may be transferred to another user (see below). The original date of validity will still stand.

# 7. Freezing

Only applicable to Annual or Three Month Members:

You may suspend your membership for one continuous period of at least 14 days:

- Annual Memberships may be frozen two times;
- Three month Memberships may be frozen once.

Freezing is at the discretion of the Duty Manager and you may be asked to provide a doctor's note in the case of injury. In the case of an injury where the Duty Manager has attended you can request to freeze your Membership if the injury looks to be long term.

To freeze your Membership you must email <a href="mailto:team@rainbowrocket.cc">team@rainbowrocket.cc</a> with your membership details (name and registration number or date of birth) and the date that you would like the freeze to start. Please do this after your last visit to Rainbow Rocket and be aware that you cannot start your freeze on the same day as your last climb and freeze requests cannot be backdated. You will receive an email confirming that the Membership has been frozen. If you do not receive this email please contact the centre on 01223 583124 or email <a href="mailto:team@rainbowrocket.cc">team@rainbowrocket.cc</a>. Your Membership will be unfrozen when you next visit the centre unless you specifically request with reception that the Membership remain frozen. In this case you will need to pay for your visit at standard entry fees.

#### 8. Transfers

Memberships and pre-paid Entries are transferable to another registered user of the centre at the discretion of the Duty Manager. In these circumstances, the original date of validity will still stand. When Memberships or Entries are transferred the original start date is used to determine the validity of the Membership and the amount left on the Membership. Frozen time periods will not be transferred. The transfer can only be made to a registered user and the user should be made aware of these terms and conditions. The person making the transfer should contact Rainbow Rocket via email (team@rainbowrocket.cc) with the details of the recipient so that we may update their details. This may take a few days to process. Refunds of transferred Memberships or Entries may only be made to the original purchaser.

#### 9. Refunds

You may request a refund by emailing us at <a href="mailto:team@rainbowrocket.cc">team@rainbowrocket.cc</a>. Refunds can only be made on the following: Annual Memberships, Three Month Memberships, Prepaid "Punchcard" Entries.

Refunds will be assessed on a case-by-case basis and we may request further information in order to make a decision. We reserve the right to refuse a refund request.

Refunds will not be made to third parties, even in the case of Membership/prepaid Entries being transferred. Refunds are only available if the Membership or Entries have not expired.

<u>Memberships</u> refunds will be calculated by subtracting the number of months used at the current monthly price. Only full months will be refunded.

For <u>refunds on frozen</u> Memberships, the original start date will be used as the basis of the refund. For example, if you purchase an Annual Membership in January, freeze it in February for 4 months and request a refund in May, the refund will use January as the start date (5 months used) even though there are 11 months remaining as active. Note that these active months may be transferred to another user, please email team@rainbowrocket.cc for this.

<u>Prepaid Entries</u> will be refunded by subtracting the cost of Entries used from the amount paid for the prepaid Entries. Entries used will be charged at the current Single Entry Peak price. This is calculated regardless of price increases since the purchase date.

# 10. Registration Renewal

We will request that you renew your registration to the centre at least every three years. This is to ensure that you have received, read and understood our Conditions of Use and Rules and to keep your personal information up to date. There is no additional charge for renewal of registration to the centre.

# 11. Entry to the Centre

Rainbow Rocket reserves the right to deny admission to the centre to any person.

All climbers will receive a key fob card when registering at Rainbow Rocket, this is used to gain entry to the centre. Any members allowing their access to be used by another person is in serious breach of these Terms and Conditions and Rainbow Rocket will terminate entry without notice in accordance with Clause 3 above and without return of any prepaid charges.

### 12. Opening Hours

Rainbow Rocket's opening hours (including Peak/Off-Peak times) are displayed at reception and are available on the website. We reserve the right to amend the opening hours. We reserve the right to change the availability of certain facilities or close the centre on a temporary basis for the general purpose of cleaning, route setting, decorating, essential repairs, maintenance of equipment, special functions, staff training and holidays, or any other purpose. Membership refunds will not be made in the event of any ad-hoc closures due to maintenance issues.

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