

## Terms and Conditions

By purchasing any service or product from The Liverpool Flying Trapeze Ltd, trading as, Big Bunny Flying Trapeze, you agree to the following terms and conditions for either yourself, or on behalf of any minors that you may be the legal guardian of, where applicable.

For all classes offered by The Liverpool Flying Trapeze Ltd, trading as 'Big Bunny Flying Trapeze':

### **Acknowledgement of Risk**

By purchasing any Circus Class offered by BBFT, I, the participant (or the legal guardian of the participant's stated) acknowledge that Flying Trapeze, Aerial and any other Circus Activities offered or taught under the supervision of any member of staff representing BBFT, still has risk associated with it. Although every step is taken to ensure the safety of all students and staff members, there is still a risk of minor or major injury, temporary or permanent that is inclusive of but not limited to, loss of limbs, paralysis and potential loss of life. By participating in these classes I acknowledge and accept these risks as purely my own, and will not hold BBFT responsible for any injuries that may occur, minor or major, as a result of my participation in a class.

### **Health**

- By participating in a class at BBFT you are agreeing that you are currently fit and healthy i.e. no injuries, minor or major. Any and all health concerns you may have about yourself or students that you are the legal guardian of, must be asked BEFORE the start of class. Ideally around the time of booking and via our email address.

- We do not recommend Flying Trapeze or Aerial Classes for anyone that is currently pregnant.

- BBFT has a strict zero tolerance policy to drugs and alcohol. If any student attends a class and is intoxicated, in any way, they will be asked to leave immediately. NO REFUND will be given for any class booked which the student is asked to leave from for intoxication. We take every precaution possible to keep every single one of our students as safe as possible at all times, being sober for class is a huge help to us in this goal. It is also mandatory condition you are agreeing to as a participant.

- If suspected of being intoxicated via alcohol, the student may be asked to perform a sobriety test in the form of the BBFT breathalyser test. If any amount of alcohol is detected you will be stopped from participating in the class. You will also NOT receive a refund for any class you were scheduled to a part of.

- If it is requested by an Instructor that a student perform a breathalyser test and the student refuses for any reason, they will be stopped from continuing any class they were scheduled to be in. No refund will be given for any booking they have made.

- Please alert any of our Instructors (ideally in advance) if you are on any medications, prescribed by a qualified healthcare professional, that you think may adversely affect your ability in class. We treat medical conditions very differently from self-intoxication and will

always do our best to answer any questions that may arise. Please note that we are NOT trained medical professionals and in no way claim to be. We will try our best to give any information about the incredibly niche and unique activity of Flying Trapeze and Aerial Circus, where possible, in the hopes that this may better help any qualified medical professional that you currently see e.g. a Physiotherapist if you think you may have pulled a muscle. We believe in making Flying Trapeze and Aerial Circus as accessible as possible to as many people as possible.

### **Physical Restrictions - Age / height/ weight etc.**

-BBFT has a very clear policy that no student should be under 8 years old by the time they attend class.

-The is no upper age limit for participation.

- There is no minimum or maximum weight or height for participation in any classes offered by BBFT. Students are advised to note that all classes are physically active and will require efforts on the students part e.g. The student must be able to climb the ladder unassisted to the platform (while still attached to a safety ascender).

- We do not promise or guarantee any specific results from any classes offered. There is no guarantee that your trick will be considered “Ready for Catch” by the end of class. We do not guarantee that you will successfully make and Catch that you attempt.

- By participating in class, all students are declaring that they believe themselves of healthy body and mind, and are able to complete the BBFT strength test. The strength consists of hanging from our practice bar (lower to the ground), without your feet on the floor, for 5 seconds or more. No pull up is required in any way, but the student must have the requisite physical strength to stay holding on to the bar for the duration of one singular swing (approximately 5 seconds).

### **Under 18's**

- All students must be 8 years old already by the time of their scheduled class with BBFT

- All students aged 17 or younger will require a risk waiver form to be signed on their behalf by a legal guardian.

- That guardian agrees to remain on or near site for the duration of the class, regardless of whether they are also participating in a class or not.

### **Media**

-BBFT reserves the right to use any Photographs or Videos collected of Students during their classes for Social Media as well as future promotional material.

-If you do not wish to be part of any promotional material then please let your Instructors know BEFORE the class has started, where possible. Any requests to not be included in BBFT Photography or Videography will be heard and treated on an individual, case by case basis. We do not guarantee that a request made will be accepted.

- By participating in a class with BBFT you relinquish any and all rights to any claims that might be made for any financial compensation that may arise as a result from your

image or likeness being in any of our promotional material.

### **Reservation of Rights**

-At BBFT we reserve the right to refuse service to anyone, for any reason. In the event your booking is refused you will be given a full refund on any purchase.

-If you are asked to leave a class for any reason that is deemed unsafe to either yourself, other students or Instructors e.g. Violent or aggressive language or actions, intoxication of any kind, you will NOT be eligible for or given a refund

### **Refund / Cancellation policy -Prior to class**

-All class tickets are non-refundable.

-Refunds on class tickets will be considered on a case by case basis. If there is some sort of Emergency or extenuating circumstances, a refund will be considered, but is in no way guaranteed, regardless of circumstance or reason.

- In the event that BBFT cancels any class with advance notice, a full refund will be offered.

### **Rain / Cancellation policy**

A little rain won't affect any of our classes too much. More than a little rain causes safety concerns, and will result in classes being temporarily paused in the hopes of rain passing.

-If the rain seems unlikely to pass within 10-15minutes, then the class will be cancelled.

-The decision as to whether the class is cancelled or not belongs with the Head Instructor of each class. It is NOT the decision of any students who may be attending the class. This decision will be relayed to students via either the head instructor (during class) or on their behalf via another member of BBFT (Prior to class where possible).

- If 60 minutes or more of the class has already transpired before unsafe weather conditions appear, no refund will be offered or given.

- If less than 60 minutes of class have transpired before unsafe weather conditions force the class to be cancelled, then either a refund or an attempt to reschedule the class will be offered to the participant. Due to our short operating season, we do not guarantee that we will be able to reschedule any cancelled classes.

-For Aerial Classes (Silks and Lyra), if more than 45 minutes of class have already transpired before weather conditions become unsafe, then no refund will be offered for class. If less than 45minutes of class have transpired, then a rescheduling or refund will be offered. Again, due to our relatively short operating season, we do not guarantee that we will be able to offer a rescheduled class.

-In the event of heavy rain or storm forecast, our team will contact you prior to the class. If you do not hear from our team directly, informing you that class has been cancelled, you are to assume that the class is still running. Please ensure all contact info (phone number and email address) is up to date and accurate.

- If a class is cancelled in advance due to rain or adverse weather conditions, you will be eligible for a full refund. We will try our best to offer a different date for your class if you

would like to reschedule, however we are unable to guarantee this will be possible.

- We try our very best to keep every class running, however we are no match for Mother Nature and the safety of both our Students and Staff come first and foremost above all other priorities. It's never great if a class is cancelled due to adverse weather conditions, we genuinely appreciate both your patience and understanding in these matters.

## **Clothing and Merchandise.**

### **Delivery times**

- All clothing and merch orders are done via batch processing and a 3rd party distributor. We aim to complete and deliver orders as quickly as possible, however we have no way to guarantee any window of time for any orders placed.

- We will strive to keep you, the customer, updated on the progress of your purchase.

### **Refunds -**

- All clothing and merchandise sales are final.

- The only exception to this will be if clothing or merchandise arrives damaged or defective in some way. If this is the case please contact the Big Bunny office. Documentation and proof of this will be required. If the item(s) are deemed to be defective, broken, or in any other way 'Not as advertised' (as to the expectations of a reasonable person), through no fault of the Purchaser, then either a product exchange or full refund will be considered and most likely offered to the Purchaser by Big Bunny Flying Trapeze.

- All Clothing and Merch is currently only available for delivery within the United Kingdom of Great Britain and Northern Ireland.

- All Clothing and Merch products are sold in GBP only. We hope to be able to alter this in the future

### **Release From Liability**

You agree to indemnify The Liverpool Flying Trapeze School Ltd T/A Big Bunny Flying Trapeze, its directors, staff, employees agents and any third party, from and against any liability, losses, rights expenses, business interruption, loss of profit, consequential loss, pecuniary loss, claims or legal proceedings, including, but not limited to claims involving defamation and intellectual property infringement and expenses, including legal charges, arising from your use of the Flying Trapeze or purchase of goods/services from BBFT which are brought or threatened against or suffered or incurred by The Liverpool Flying Trapeze School Ltd T/A Big Bunny Flying Trapeze by another person or entity

### **Donations and Bitcoin**

We are proud to be considered by many to be "The Circus School of the Future!"

Yes, Big Bunny Flying Trapeze is the very first Flying Trapeze and Circus School in the entire world to accept Bitcoin!

Currently, WE ONLY ACCEPT BITCOIN AS A DONATION, we DO NOT accept Bitcoin in exchange for any goods or services. ONLY as a DONATION.

Any DONATION made to Big Bunny Flying Trapeze via Bitcoin or any other currency, CANNOT be refunded or given back, for any reason, at all. This is to comply with all Tax and Anti-Money Laundering laws. For these reasons, please be totally certain of any donation PRIOR to it being made

It is our hope to be able to accept Bitcoin as a means of exchange for goods and/or services offered by Big Bunny Flying Trapeze, but at present, we do not. Donation only. As soon as this changes, we will excitedly notify our customers and update our website with the new payment method.

We respect the right of privacy to any and every one who chooses to donate to The Liverpool Flying Trapeze School Ltd/ Big Bunny Flying Trapeze. We will never contact any donors directly. However, any donation valued at £100 or above at the time of donation, will be eligible for a hand made and written Thank You card from our owner. If you wish to 'Opt In' for this special reward, the please message our office and inform them that you have donated, providing a postal address for where you would like your card to be sent. This offer is available worldwide. This offer is purely an expression of thanks for any donation made above the previously mentioned value, it is in no way an exchange of goods or services and should not be viewed as such.

We are genuinely grateful and beyond appreciative of any donation made. Large or small, as every penny (and Satoshi) helps us to keep our proverbial lights on, and also helps us to keep sharing our passion for Flying Trapeze the Circus Arts with the next generation.