By purchasing a Megacentre Rayleigh Annual Pass listed in clause 1 of these Terms and Conditions ("Annual Pass") you are deemed to have accepted these Terms and Conditions of use. Purchase and use of an Annual Pass is in accordance with the regulations of the Megacentre Rayleigh, copies of which are available from www.megacentrerayleigh.co.uk, please ensure that you agree to be bound by these regulations before purchasing your Annual Pass.

ANNUAL PASS TERMS AND CONDITIONS OF USE

An ANNUAL PASS WILL ONLY BE VALID WHEN it is USED AND/OR PRESENTED BY THE NAMED HOLDER and it is within the Validity Period (as defined in clause 7).

ANY USE OF AN ANNUAL PASS IN BREACH OF THESE TERMS AND CONDITIONS WILL RESULT IN THE PASS BEING REVOKED WITHOUT COMPENSATION. FOR THE AVOIDANCE OF DOUBT, PASS SHARING IS A BREACH OF THESE TERMS AND CONDITIONS AND ANY ATTEMPTED USE OF AN ANNUAL PASS BY SOMEONE OTHER THAN THE PHOTOGRAPHED AND NAMED HOLDER, REGARDLESS OF REASON, WILL RESULT IN THE PASS BEING REVOKED WITHOUT COMPENSATION TO THE HOLDER.

- 1. The annual pass may be purchased as either an individual 'Unlimited' or 'Toddler' pass.
- 2. Each Annual Pass holder will be issued his or her own Pass and will be required to supply the following:
- 2.1 their first name and surname;
- 2.2 their date of birth;
- 2.3 their residential address:
- 2.4 a contact telephone number;
- 2.5 a contact email address (if they have one); and
- 3.1 An 'Unlimited' Annual Pass entitles the purchaser to admission to Rayleigh MegaCentre soft play during public opening hours for 1 year from the date of issue ("Validity Period") and is subject to the opening and closing calendars of the Megacentre Rayleigh Ltd. and any applicable exclusion dates. Please check opening and closing hours before visit.
- 3.2 A 'Toddler Pass' entitles the purchaser to admission to Rayleigh MegaCentre soft play during public opening hours, Monday to Friday during school term times for 1 year from the date of issue ("Validity Period") and is subject to the opening and closing calendars of the Megacentre Rayleigh Ltd. and any applicable exclusion dates.
- 3.3 School Term Times will be in alignment with those set by Essex County Council. Please check opening and closing dates before visit.
- 4. The MegaCentre Rayleigh in its absolute discretion, reserves the right to vary the opening and closing dates of the Centre and to close, remove or cancel all or any part of the centres, events or facilities for any reason including, but not being limited to technical, health and safety and/or operational reasons or due to special events or private functions. For the avoidance of doubt, the full value or any part of the value of the Pass will not be refunded nor will any compensation be payable if any of the centre became unavailable or if any or part of any of the MegaPlay is closed.
- 5. All Annual Passes remain the property of The Megacentre Rayleigh and can be withdrawn at any time. Annual Passes are non-transferable and cannot be sold, loaned or given away to or used by a third party. Access will be denied to The Megacentre Rayleigh in the event of fraud or misuse of the Annual Pass, and the Pass will be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of The Megacentre Rayleigh Ltd. Inappropriate conduct includes, but is not limited to, allowing or assisting a third party to attempt to gain unauthorised or improper access with an Annual Pass of which they are not the valid holder. For the avoidance of doubt no refund will be given in such circumstances. 6. An Annual Pass that is discovered to have been purchased through illegal methods will be revoked without compensation.
- 7. Possession of an Annual Pass does not guarantee entry to the Centre. The management reserves the right to refuse admission for any reason as provided by the centre's regulations including, but not being limited to, Megacentre Rayleigh softplay reaching full capacity.
- 8. Entry to softplay by use of an Annual Pass will not be permitted in the event that a valid Annual Pass cannot be presented for any reason, including, but not being limited to, the Mega Pass being lost, stolen or forgotten. Failure to present a valid Annual Pass will result in a charge of the "on the day" admission rate applicable to the relevant age of the child, which will be non-refundable.
- 9. Unless stated otherwise, an Annual Pass cannot be used in conjunction with any promotional offer, voucher or advance booking or with any other offer, discount or retail/restaurant incentive.
- 10. Refunds are not available in any circumstances. This does not affect your statutory rights as a consumer.
- 11. Annual Passes can be used up to and including the 'valid until' date.
- 12. The Megacentre Rayleigh is entitled to use Annual Pass holder's details to contact them in relation to service information, including, but not being limited to, information about changes to these Terms and Conditions of use, expiry and/or renewal reminders.
- 13. Height, weight, size and age restrictions and medical warnings apply to Rayleigh MegaPlay.