

# **Terms and Conditions of Purchase**

## **O-Volt Recreation Centers**

**Franchises - Sherbrooke, Blainville and Trois-Rivières**

# PREAMBLE

## 1. General provisions

- A) Before each purchase, every Customer must read and accept the *Terms and Conditions of Purchase* and the *Internal Regulations* of the O-Volt Centers ( <https://o-volt.ca/en/safety/>) He undertakes to act in accordance with these regulations.
- B) The *Terms and Conditions of Purchase* are available online at <https://o-volt.ca/termes-et-conditions-o-volt-centre-damusement-interieur/> and in hard copy at the reception desk of each Center.
- C) No deviation from these *Terms and Conditions of Purchase* or from the *Internal Regulations* will be tolerated unless explicitly accepted in writing by the Centre. In the absence of express acceptance, any contrary condition imposed by the customer will be unenforceable against the Centre, regardless of the time at which it may have been brought to the Centre's attention.
- D) A Customer may only participate in the activities and use the facilities included in the service purchased.
- E) In accordance with current regulations, the Centre has taken out a civil liability insurance policy with a reputable, solvent company to cover the financial consequences it may incur.

## 2. Purchasing rights and obligations

- a) The Centre reserves the right to change its opening hours at any time without offering any compensation to dissatisfied customers.
- b) In the event of exceptional and unforeseeable circumstances, sanitary measures may be put in place to restrict access to the Center without any compensation being offered to Customers.
- c) In the event of complete closure of the Centre or of a specific activity which is the main subject of a Customer's subscription, subscriptions will be paused by the Centre

automatically from the date of closure. Customers' rights are preserved for the duration of any Centre closure.

d) The following are misconduct that may lead to the exclusion of a Customer without time limit and/or the termination of any service contract giving him/her a right of access (Subscription, 10 Punch Pass, General Admission, etc.) without notice or compensation:

- The infringement mentioned in clause 4.5 e);
- The infringement mentioned in clause 5.3 e);
- Non-compliance with internal regulations, instructions and health, hygiene and safety guidelines for staff.

## **MODALITY SPECIFIC TO THE VARIOUS SERVICES**

### **3. General admissions**

#### **3.1. Purchase**

A General Admission may be purchased at the Centre's reception desk during opening hours or online at <https://o-volt.ca/en/prices/>. A General Admission can be used on the day of purchase or at any other time permitted by the Centre's schedule. Prices and access vary according to the length of the Open activities service purchased (one or two hours) and the age of the participant (5 years and under or 6 years and over).

The use of a General Admission is only permitted for a customer in the age group associated with the admission purchased. In addition, the facility access time associated with an admission must be used consecutively by one and the same person.

All new Customers of legal age must complete and sign an online waiver at <https://o-volt.ca/> in order to gain access to the Center. For new Customers under eighteen (18) years old, the parent or legal guardian must complete and sign the waiver.

#### **3.2. Cancellation**

Customers who have purchased a General Admission may not, under any circumstances, request a refund of their purchase.

#### **3.3. Access to the Center**

With the purchase of a General Admission, the Customer will have access to the center's facilities for a period of one or two hours, depending on the option chosen at the time of purchase.

Customers aged five (5) and under do not have access to trampolines outside the Little Jumpers' schedule in order to promote a safe environment.

Please note that some trampolines remain accessible to all during the hours reserved for Little Jumpers.

## **4. Subscriptions**

### **4.1. Subscription**

To take out a subscription, a Customer must go to the reception desk of the Centre to which he or she wishes to subscribe to pay for the subscription and take a photo, with his/her verbal consent, which will be kept in his or her Customer account for identification purposes.

The subscription takes effect on the day of subscription, unless the Customer has agreed another effective date with Centre staff at the time of subscription.

All new Customers of legal age must complete and sign an online waiver at <https://o-volt.ca/> to gain access to the Center. For new Customers under eighteen (18) years old, the parent or legal guardian must complete and sign the waiver.

### **4.2. Cancellation of a subscription without medical reason**

#### **4.2.1. Notice**

Subscribers may cancel their subscription at any time. To do so, they must send a written notice to the e-mail address of the Centre to which they subscribe, clearly expressing their intention to cancel their subscription contract. Upon receipt of the request, the Centre will send an e-mail confirming receipt of the request and specifying the terms and conditions for cancelling the subscription contract.

No retroactive termination will be accepted. Cancellation will be effective from the first working day following receipt by the Centre of the cancellation request by e-mail.

#### **4.2.2. Refund**

Within ten (10) working days following a cancellation request made in due form, the Customer may be reimbursed for the full amount of the subscription if it was not yet in force. If the subscription was in force at the time of the cancellation request, part of the total amount may be refunded, subject to the fees and penalties mentioned below:

**Charge:** The price of the services provided to the Customer in accordance with the price list for the various subscriptions offered by O-Volt;

AND

**As a penalty:** The lesser of the following amounts :

1. Fifty dollars (\$50) or;
2. An amount not exceeding ten percent (10%) of the price of the services not provided.

### **4.3. Termination of an existing individual subscription for medical reasons**

#### **4.3.1. Notice**

A Customer who is no longer able to work at the Centre for medical reasons may terminate his or her subscription by sending medical evidence from a recognized health professional to the Centre's e-mail address.

The e-mail request must be made within one month of the delivery of this medical proof. The Customer will receive an e-mail confirming receipt of the request and specifying how to cancel the subscription.

Please note that any request made more than one month after the subscriber's last registration with the Centre will be inadmissible.

#### **4.3.2. Refund**

Within ten (10) working days of confirmation of the cancellation request, the Centre will reimburse the portion of the total subscription price corresponding to the period for which the Customer can no longer benefit from the subscription, as of the date of issue of the medical proof. If the medical proof is sent or presented more than two (2) months after the date of issue, the refund of the unused portion of the subscription will be calculated from the date of receipt by e-mail by the Centre concerned.

#### **4.4. Suspension and resumption of a subscription suspended for medical reasons**

##### **4.4.1. Notice**

Customers may request suspension of their subscription for medical reasons. To do so, they must send medical evidence from a recognized health professional to the e-mail address of the Centre to which they have subscribed.

The suspension request must be made within one month of the issue of the medical evidence. The Customer will receive an e-mail confirming receipt of the request and specifying the terms and conditions of the suspension.

##### **4.4.2. Effect of suspension**

If the request for suspension is made in accordance with the rules prescribed in this subsection, the suspension will take effect on the date the medical evidence is issued. If the request for suspension is made more than one (1) month after the issuance of the medical evidence, the suspension will take effect on the date of the request for suspension.

##### **4.4.3. Resumption of subscription**

Any Customer wishing to resume a membership that has been duly suspended for a medical reason may do so before the date indicated on the medical proof of return to activities. However, the membership will be automatically reactivated on the return-to-activities date indicated on the medical proof.

To do so, the Customer must send a written notice to the e-mail address of the Centre to which he or she has subscribed, stating that he or she wishes to reactivate his/her subscription. The Customer will regain access to the Centre for the duration of the subscription remaining at the time of the pause.

#### **4.5. Access to the Center with a Subscription**

Details of how to access the Center are given below:

- a) Subscribers may only visit the Centre during opening hours to take advantage of their access to the facilities;
- b) Only the holder of an individual season ticket can use it, i.e. a season ticket cannot be transferred to a third party. For family subscriptions, the holders are the members of the family registered at the time of subscription;
- c) The membership card belongs to the Centre and can only be used for the duration of the subscription;
- d) Any person impersonating or attempting to impersonate a membership holder may be denied access to the Centre by its employees for an unlimited period;
- e) The Centre reserves the right to demand a financial penalty from the usurper. In the case of a first and only usurpation, this penalty will amount to twenty dollars (\$20) in addition to the cost of General Admission for two (2) hours, depending on the age of the usurper. In the event of repeated impersonation, this penalty will amount to two hundred dollars (\$200), in addition to the cost of General Admission normally due for each registered admission for which the identity has been impersonated.

## **5. 10 Punch Passes**

### **5.1. Purchase of a 10 Punch Pass**

Customers may also purchase a 10 Punch Pass at the Centre's reception desk during opening hours, or online at <https://o-volt.ca/tarifs/>.

All new Customers of legal age must complete and sign an online waiver at <https://o-volt.ca/> in order to gain access to the Center. For new Customers under eighteen (18) years of age, the parent or legal guardian must complete and sign the waiver.

### **5.2. Cancellation**

Customers who have purchased a 10 Punch Pass may under no circumstances request a refund of their purchase.

### **5.3. Access to the Center and use of the 10-Entry Card**

- a) Holders of a 10 Punch Pass may only visit the Centre during opening hours to take advantage of the one (1) hour access to the facilities included with this type of purchase;
- b) At each check-in, the Customer will be informed of the number of entries remaining in his file;
- c) A 10 Punch Pass has no expiry date;

- d) The holder of a 10 Punch Pass may give tickets to another person in the same age category. However, the use and communication of the 10 Punch Pass to any other person is the sole responsibility of the cardholder;
- e) Any Customer making irregular or abusive use of a 10 Punch Pass of which he or she is not the holder will be subject to the same financial penalties as those set out in **clause 4.5 e).**

## **6. Courses**

### **6.1. Course registration**

Registration for the various courses offered at the Center can be made at the reception desk or on the website at <https://o-volt.ca/cours/>.

All new Customers of legal age must complete and sign an online waiver at <https://o-volt.ca/> in order to gain access to the Center. For new Customers under eighteen (18) years old, the parent or legal guardian must complete and sign the waiver.

### **6.2. Course change**

#### **6.2.1. Notice**

Customers may request a change of course if the one they have chosen does not correspond to their level or that of their child. To do so, they must send a notice to the e-mail address of the Centre where they registered. Course changes are subject to availability.

#### **6.2.2. Payment and refund**

If the course change is accepted and the price of the new course is higher than the price of the course initially chosen, the Customer must pay the balance at the Centre's reception desk within ten (10) working days of confirmation of enrolment. It is also possible that the Centre may have to refund the difference in price if the new course is less expensive than the course initially chosen. Refunds will also be made within ten (10) working days.

### **6.3. Termination of the service contract for the course**



### **6.3.1. Notice**

A Customer may request cancellation of a course registration, and thereby a termination of the service contract for that course, without charge or penalty at any time prior to the start of the first course.

To do so, he/she must send a notice to the Centre's e-mail address at which he/she registered. In his e-mail, the Customer must clearly express his intention to cancel the registration and terminate his service contract with the Centre. The Customer will receive an e-mail confirming the cancellation request and specifying the terms and conditions for terminating the contract.

### **6.3.2. Refunds for cancellations before the first lesson**

If the cancellation is made in accordance with the formalities set out above, it will take effect on the date the e-mail is received by the Centre. If payment has already been made, the Customer will be reimbursed the full amount within ten (10) business days of receipt of the notice by the Centre.

### **6.3.3. Refunds, fees and penalties after the first course**

If the Customer requests the cancellation of a course registration, and thus the termination of the service contract for that course, after the startdate of the first course, the Centre does not guarantee any refund to the Customer.

## **6.4. Termination of a course service contract for medical reasons**

### **6.4.1. Notice**

If a Customer is no longer able to take a course for medical reasons, he/she must send medical proof from a recognized health professional to the e-mail address of the Centre at which he/she registered within two (2) weeks of the issue of such proof.

### **6.4.2. Refund**

If the request for cancellation on medical grounds is duly made, the Customer will receive a refund within ten (10) working days. The amount to be reimbursed will correspond to the value of the courses that the Customer will not be able to attend, in proportion to the total price of the course session, from the date of issue of the medical proof. If medical proof is not provided within the prescribed time, the number of courses refunded will correspond to the number of courses the Customer will not be able to attend from the date of receipt of the e-mail notification by the Centre.

## **7. Party Package**

### **7.1. Reservation**

Party Package reservations must be made online at <https://o-volt.ca/en/parties/> . A non-refundable deposit is required at the time of booking. For each participant, a copy of the Waiver must be completed and signed by the participant him/herself if he/she is eighteen (18) years old or older, or by a parent or legal guardian if he/she is a minor. The waiver to be completed for Party Packages is sent as an attachment to the reservation confirmation e-mail.

Final payment for the Party Package is made upon arrival at the Center on the day of reservation. Final payment considers the package chosen, the number of participants, and the room reserved (whether semi-private or private), less the deposit previously paid.

### **7.2. Cancellation**

#### **7.2.1. Notice**

Customers who have booked a Party Package may cancel their reservation at any time prior to the date reserved for the Package. To do so, he/she must send a written notice to the e-mail address of the Centre where he/she made the reservation. As a courtesy, the O-Volt team would appreciate a notice within five (5) days prior to the date of the Party Package.

#### **7.2.2. Refund**

In the event of cancellation of a holiday package, the deposit paid at the time of booking will not be refunded.

### **7.3. Access to the Centre as part of a party package**

With a birthday package, a birthday room is available for a period of 2 h 30, including an access to the Center's facilities accompanied by a party clerk. The hour and a half (1h30) of access to the facilities is followed by an hour in the room for the celebration.

Birthday celebrations are not permitted in the Coffee Space. Exceptionally, if a family member has reduced mobility and is unable to get to the party room, it will be possible to use the Coffee Space.

For participants aged 5 and under, the Little Jumpers schedule must be respected despite their participation in a party package.

## **8. Group Package**

### **8.1. Reservation**

Group Package reservations must be made online at <https://o-volt.ca/en/groups/>. The following booking options are available:

- Half-day - Weekly (maximum of 2 h 30 consecutive)
- Full day - Weekly (maximum of 5 consecutive hours with 45 min lunch)
- Two hours (2 h) - Weekday evenings (after 5 pm) and weekends

For each participant, a copy of the waiver must be completed and signed by the participant him/herself if he/she is eighteen (18) years old or older, or by a parent or legal guardian if he/she is a minor. It is possible to obtain a single waiver for the whole group, or a copy for each participant, on the website at <https://o-volt.ca/en/groups/>.

Depending on the Centre, we can accommodate groups of between one hundred and twenty (120) and one hundred and forty (140) people. A minimum of twenty (20) participants is required to obtain the group rate on the day of the activity.

## **8.2. Billing and payment**

Payment must be made in a single invoice. Invoices are sent by e-mail after the visit. For groups of minors, one accompanying adult per ten (10) children will be allowed in free of charge to supervise the children. Additional accompanying adults who wish to take part in the activities will be charged the group rate. Those who only supervise do not need to pay admission.

O-Volt will invoice the number of people on site on the day of the activity. The number of people cannot be less than 75% of the number confirmed at the time of booking.

## **8.3. Modification**

Any change to a Group Package reservation must be made at least five (5) days prior to the original reservation date. It is important to notify the Centre of any change in date or number of participants.

## **8.4. Cancellation**

### **8.4.1. Notice and cancellation fees**

With a notice of sixty (60) days or more prior to the reservation day, no cancellation fee will be charged. For cancellations with sixty (60) to thirty (30) days' notice, O-Volt may charge fifteen percent (15 %) of the total amount of the reservation. For cancellations with less than thirty (30) days' notice, twenty-five percent (25 %) of the total amount of the reservation may be charged. Finally, cancellations due to God's Act or government directive will not incur a cancellation fee.

## **8.5. Access to facilities**

With a Group Package, supervisor-animators offer programming for the different zones. For the half-day package, groups have access to the facilities for two hours and thirty minutes (2 h 30) consecutively or less, while for the full-day package, groups have access to the facilities for five (5) hours consecutively or less. For the weekend and the evening after 5 PM packages, groups have access to the facilities for two hours.

A room is available for participants in the full-day group package. However, it is possible to reserve a private or a semi-private room for the half-day package at an additional cost.

For full-day group packages, a 45-minute lunch period will be scheduled. During this time, quiet themed activities will be offered. Please note that participants in a Group Package do not have access to a microwave. Cold meals are therefore recommended.

## **9. Day Camp Packages**

### **9.1. Reservation**

Day Camp reservations and full payment must be made online via the website to collect all important information for the service at <https://o-volt.ca/en/day-camp/>.

Daily or weekly reservations are available, with or without daycare.

The parent or legal guardian of a minor attending camp must complete and sign a waiver for their child before the start of camp, either online (<https://o-volt.ca/en/>) or in hard copy at the Centre reception desk.

### **9.2. Termination of Day Camp Service Contract**

#### **9.2.1. Notice and refund**

For any request to cancel a registration and thus terminate the Day Camp service contract, a notice must be sent by e-mail to the reservation department of the Centre where the camp registration was made:

- Sherbrooke center: [reservation@o-volt.ca](mailto:reservation@o-volt.ca)
- Blainville Center: [reservation.blainville@o-volt.ca](mailto:reservation.blainville@o-volt.ca)
- Trois-Rivières center: [reservation.tr@o-volt.ca](mailto:reservation.tr@o-volt.ca)

If the request is made before June 1, a fee of five dollars (\$5) per child will be charged.

If the request is made after June 1 and fourteen (14) days or more before the reserved date, a fee equivalent to ten percent (10%) of the total amount of the reservation must be paid.

If the participant cancels less than fourteen (14) days before the start of the camp, no refund will be made. If a day camp is cancelled or modified by O-Volt or public health, registration fees are a hundred percent (100%) refundable.

### **9.3. Access to facilities**

Day Camp participants will have access to the facilities according to the programming prepared by the camp counselors. Activities take place mainly in the center's facilities, and the schedule varies from one center to another. Daycare services are also available before and after camp hours.

Campers will also have access to a room where they can store their belongings and eat. Children must bring a cold lunch, as they do not have access to microwaves.

## **10. Coffee Space**

The Coffee Space is a gathering place for families. In addition, it allows parents to work while their children play, or allows staff to direct non-participating parents to the café if the play area is too crowded for supervision.

Food products must be consumed only in this area. Customers may bring their own snacks.

## **11. Gift cards**

You can purchase a gift card online or in-store and receive it in person.

### **11.1. Buy online**

Customers can purchase a Gift Card on the O-Volt website by selecting the branch of their choice at <https://o-volt.ca/en/prices/>. A Gift Card is only valid for the branch selected at the time of purchase. The recipient of the Gift Card may be either the purchaser or another recipient, and it may be accompanied by a personalized message. Suggested amounts for online Gift Cards are: \$25, \$50, \$60, \$75 and \$100. However, a customer may choose another amount, which must be \$20 or more. The card can be used for both online and in-store purchases.

### **11.2. Buying at a Center**

The Centre Gift Card is a plastic card in an O-Volt pouch. The card can be used for online or in-branch purchases, but only for products and services offered at the branch where it was purchased.

## **METHOD OF PAYMENT FOR SERVICES**

## **12. Accepted payment methods**

The following payment methods are accepted for online purchases: Interac and credit card.

The following methods of payment are accepted for purchases at the Centre: cash, Interac and credit card.

Payment must be made before accessing the Center.

However, for Group Packages, invoicing is sent by e-mail within seven (7) working days of the group visit. Billing details are completed prior to the visit. These details are validated and signed by the group leader on the day of the visit.

## 13. Definitions

**"Acknowledgement and Acceptance of Risks"** or **"Waiver"** refers to a document listing the potential dangers inherent in the activities carried out at any O-Volt Center. Indeed, before taking part in the activities offered at O-Volt, all Customers must be aware of the risks to which they are exposed. They must therefore complete and sign, with full knowledge of the facts, the document entitled *Acknowledgement and Acceptance of Risks*. The term waiver is also used. An electronic waiver, available online at <https://o-volt.ca/en/>, must be completed for each Centre, or a paper waiver for each visit to each Centre.

**"Blainville Center - Centre récréatif O-Volt Blainville inc.** Société par actions registered with the Quebec Business Registry operating at 1360 A Bd du Curé-Labelle, Blainville, QC, J7C 2P2

**"Center"** means any of the centers defined below.

**"Courses"** refers to the various teaching programs offered throughout the year designed to improve techniques related to the disciplines practiced at the Centers.

**"Coffee Space"** is a space for people accompanying Customers or for taking a break, where they can buy or simply eat a snack or drink a refreshment.

**"Customer"** means any person who has made a purchase of any kind at a Centre or online. This term also includes any person taking advantage of the Centre's facilities without having made a purchase, such as a third party coming to watch activities taking place at the Centre or accompanying a person carrying out one or more activities at the Centre.

**"Day Camp Package"** (also referred to as *Camp*) is a daycare option for children aged 6 to 12 during the summer that is offered on a weekly or daily basis, with additional morning and evening care. The camp is structured around a learning program of trampoline, ninja course and climbing (if applicable), as well as games organized by animators. Camp weeks are structured around weekly themes.

**"Duo membership"** is a membership that allows the Customer to use the Open activities' service in O-Volt Sherbrooke and Vertige Escalade's facilities for a minimum of 31 days during the opening hours of both establishments. This type of membership can only be purchased at Centre de Sherbrooke or Vertige Escalade.

**"Email Address"** means either of the Centre's email addresses that the Customer wishes to contact, i.e. :

- [info@o-volt.ca](mailto:info@o-volt.ca) (Sherbrooke Center)
- [info.blainville@o-volt.ca](mailto:info.blainville@o-volt.ca) (Blainville Center)

- [info.tr@o-volt.ca](mailto:info.tr@o-volt.ca) (Trois-Rivières center)

**"Family Membership"** is a membership available only to members of the same family consisting of a maximum of two (2) parents or legal guardians and three (3) children under the age of eighteen (18) living at the same address as one of these two (2) adults. For each additional child, an additional ten percent (10%) fee of the subscription price will be charged.

**"Open activities"** refers to the type of access that allows Customers to enjoy a Centre's facilities from one zone to another without programming for the duration of the access purchased.

**"General Admission"** refers to the purchase of the Open activities service which allows a one or two hours access to the trampolines, agility course and play module, depending on the Customer's age.

**"Gift card"** is a card of a given amount that can be purchased online or directly at the Centre where it will be used in exchange for a product or service.

**"Group Package"** is a package that combines an activity following a program proposed by the Centre and access to a room accompanied by a supervisor for group visits of 20 people or more.

**"Individual Subscription"** means the contract between a Customer and one of the O-Volt Centers allowing the Customer to have access to the facilities during the Centre's opening hours for a minimum period of 31 days. Subscriptions of various types and durations are available and can be purchased directly at the Centre.

**"Membership card"** is a card given to Customers when they purchase a membership. It can be presented at reception or used at the self-registration kiosk when it is in use to register and gain access to the Center.

**"Little Jumpers"** Learn to jump on the trampoline. Little Jumpers are children aged 5 and under. At O-Volt, Little Jumpers have a schedule and safety rules specific to their category. They can therefore access the trampoline area only within the time slots specific to their jumping category.

**"Self-registration"** is a method of registration using a kiosk that allows Customers with a subscription to identify themselves and validate their right of entry to the Center by themselves.

**" Sherbrooke Center - Centre récréatif O-Volt inc."** Société par actions registered with the



Quebec Business Registry operating at u 600 Rue Jean-Paul-Perrault, Sherbrooke, QC, J1L 2Z2.

**" Trois-Rivières Center - O-Volt Trois-Rivières Inc.** A joint-stock company registered in the Quebec Register of Companies, operating at 844 Thibeau Boulevard, Trois-Rivières, G8T 7A6.

**"Party Package"** is a package that combines activity time accompanied by a party clerk and access to a room for a birthday celebration.

**"10 Punch Pass "** means a card that may be purchased at the Centre or through the O-Volt website at <https://o-volt.ca/tarifs/>, entitling a Customer to ten (10) entries to the Centre of his or her choice. These entries give access to certain facilities at the Centre where they were purchased for a variable period depending on the type of 10-Entry Card chosen. Here are the options:

- Type 1: 1-hour access to trampolines, Ninja course and modules for ages 6 and up
- Type 2: Access to trampolines, Ninja course and modules for 2 hours for ages 6 and over
- Type 3: Access to trampolines during the Little Jumpers' schedule, Ninja course and modules for 1 hour for children aged 5 and under.

\* The use of the masculine form in this document is intended solely to lighten the text.



