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**Address**  
OCF, Sector - B,  
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**BOULDERBOX**

# Terms and Conditions

The Terms and Conditions mentioned herein shall form an integral part of the Registration Waiver Form duly signed by the Participant and shall be binding upon the Participant. They shall govern the obligations and rights of Chattan Climbing Sports Solutions LLP.

## 1. DEFINITIONS

BoulderBox, Chattan Climbing Sports Solutions LLP, its subsidiaries, its officers, directors, shareholders, employees, agents, volunteers, participants and all other persons or entities acting in any capacity on its behalf are hereinafter collectively referred to as “BoulderBox”

“Company” shall mean Chattan Climbing Sports Solutions LLP having its registered office at 43, Community Centre, New Friends Colony, New Delhi-110025.

“Centre” shall mean and include Health & Fitness Centres operated by the Company under the brands of the Company or its affiliates.

“Centre Staff” shall mean and include the Company, and its Partners, fitness professionals, employees and consultants.

“Calendar Month” shall mean and include the period from the first day of a given month up to the last day of that month applies to all users.

## 2. HEALTH

The Participant represents that he is fit to access the Centre and participate in the climbing and non-climbing activities provided at the Centre. The Participant further represents that he has undergone a medical check-up for determining the foregoing and or has received such medical advice before registering and that he shall undergo regular periodic medical check-ups for such purpose.

## 3. LIMITATION OF LIABILITY

In consideration of being allowed to access the Centre and participate in the climbing and non-climbing activities provided at the Centre or at any location outside the Centre, the Participant hereby undertakes and declares that the Company, and its partners, professionals, employees, consultants or contractors are absolved to the fullest extent of any or all liability(ies) arising from any injury or damage caused (whether fatal or otherwise) to him/her or any loss, damage or theft of any property belonging to, or brought into the Centre premises by a Participant or any guest occurring within the Centre howsoever caused and that the



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Company/ Centre's contractual and legal rights and remedies, are independent and cumulative.

#### 4. PERSONAL DETAILS

All the information provided at the time of registration must be true and correct, the Participant shall be solely responsible and liable if the said information is found incorrect. The Company reserves its right to terminate any service without notice or refund of any payment made if the information provided is found to be incorrect at any point of time. The Participant also agrees to provide any additional information as and when demanded by the Company.

#### 5. RIGHTS OF ADMISSION

The Company reserves the right of admission to its premises. The Company reserves the right to refuse a Participant, staff and/or visitor of The Company access to its premises in the event that the member, staff, and/or visitor does not adhere to The Company's Terms and Conditions and/or Rules & Regulations.

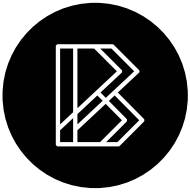
Furthermore, the Company reserves the right to refuse entry to any person, including paying Participants, and has the right to terminate its services for any reason whatsoever (including misconduct, complaints by other Participants, sexual harassment, hygiene disease, etc) and not limited to breach of the Centre Rules, as specified from time to time. On the termination of its services, the Participant shall not be entitled to any refund of the payment for any additional services made by the Participant.

#### 6. MINIMUM AGE

Classes are available to an individual/applicant who has attained the age of Fourteen (14) years subject to the individual/applicant furnishing a valid document confirming his age and acceptance of such document shall be at the sole discretion of the Company. All individuals/applicants who are under the age of Fourteen (14) years must obtain consent from their Parent/Guardian (Legal Representative) when applying for Membership and signing the MAAF

#### 7. COMPLAINT/GRIEVANCE OR FEEDBACK

The Company shall at all times endeavour to provide the required facilities and services at its Centre, however, in case of any complaint/ grievance or feedback received in writing at front desk of the Centre or via email with in respect to the facilities and services provided to a Participant, the management at the Centre (Centre Management) shall endeavour to contact the person within seven (7) working days and address the complaint/grievance or feedback.



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#### 8. NO DRINKING ALCOHOLIC BEVERAGES, OR CONSUMPTION OF DRUGS IN THE CENTRE

The Company reserves its right to restrict the entry and terminate its services of any Participant without any notice if the Participant is found to have consumed any alcohol, drugs or other illegal or intoxicating substance prior to entering the Centre or within the Centre or if he/she brings such substances to the Centre. The decision of the Centre Management will be final and binding in the matter, with no refund of prior payments made for any paid but unused services or remaining period of services purchased (e.g. Membership).

#### 9. CCTV SURVEILLANCE

In the interest of the safety and security of our staff, participants, members, and visitors, certain areas of the Centre(s) are covered under 24 hour CCTV surveillance. The Participant agrees to be subject to the aforementioned CCTV surveillance.

#### 10. PROPER CLOTHING AND HYGIENE

Proper athletic attire must be worn at all times by a Participant when using the Centre facilities to exercise. No attire or personal hygiene that discredits the standard of the Company will be acceptable. The Company reserves the right to deny access and/or use of the Centre to any Participant or guest whose attire is not considered appropriate in connection with the public image of the Centre and the Centre Rules, as specified from time to time.

#### 11. TOWEL SERVICE

Membership entitles you to have one bath towel per visit. Any extra usage will attract additional towel charge. Towel management rules specific to the Centre need to be adhered to.

#### 12. LOCKER USAGE

The Company shall not be liable for any theft of or damage to any belongings of the Participants. Personal belongings may be placed in a locker by a Participant at his own risk and sole responsibility releasing the Company from any liability towards any loss or damage incurred while the belongings were placed in lockers.

#### 13. LOST AND FOUND

Any items claimed to be forgotten or lost by the Participant during the course of their visit to the Centre shall not be the responsibility of the Centre, nor will the Participant hold the Centre responsible or liable for the same. If any items lost are found by the Centre, the same shall be retained by the Centre for a maximum period of (28) twenty eight days only. If these items are not claimed within these (28) twenty eight days, the Centre retains the



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right to discard these items. The Company bears no responsibility or liability for the safekeeping and/or custody any lost items.

#### 14. CHANGE OF RULES AND FACILITIES & SERVICES

a. The Company may, at its sole discretion, add, remove or amend the Centre Rules, including but not limited to the Terms & Conditions specified here, the operating hours and the services and facilities provided by the Centre due to regulatory, administrative and/or commercial compulsion or for any other reason considered necessary by the Company.

b. Any such additions, deletions or changes from time-to-time will be notified to all Participants through a medium as the Company feels appropriate by a notice of one (1) day(s).

c. If at any time the operations or services of a Centre are permanently/ temporarily suspended/closed for any reason, the Company shall be entitled to terminate the membership of the Members, with Five (5) days prior written notice if the circumstances allow the Company to give such prior notice or with lesser number of days' notice, and refund the Membership Dues of the Participants. No claim whatsoever shall be made by the Participant or on behalf of the Participant against the Company for any such termination of services whether temporary or permanent.

d. If, at any point of time in future, the operations/services of a Centre are permanently/temporarily relocated from its existing location to a new location for any reason whatsoever, the Company shall give Five (5) days prior written notice to the Participants, or such lesser number of days' notice as the circumstances may permit. The services of the Participants shall continue as is as per the Terms and Conditions for the earlier Centre. No claim whatsoever shall be made by the said Participant or on behalf of the said Participant either individually or collectively against the Company for any such change of location of the Centre and/or termination of membership. No refund shall be made available.

e. The Company reserves the right to suspend the operation of the Centre for the purpose of repair and maintenance of the Centre without any membership rebate for a period which shall not exceed Fifteen (15) days and if at any time such period exceeds beyond thirty (30) days, the Centre may by written notice intimate to all the Participants and grant the Participants with a complimentary Time Freeze for the said period.

f. By agreeing to this Terms and Conditions document, the Participant acknowledges and consents that each Centre will provide certain services that could be unique to that location. The Participant also agrees to release the Company from any and all liability if any or all services are reduced,



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modified, suspended or eliminated due to external factors. Should a Participant choose to cancel his paid services due to the modification, suspension or termination of said services, the standard cancellation policy shall apply. The Participant also agrees not to seek compensation for the elimination, reduction or suspension of any services, either monetary or in services rendered in lieu of.

g. The Company is also entitled, without any liability whatsoever, to stop, limit, suspend or vary the services in whole or in part at any time at its discretion, without notice for any reason including but not limited to Government Rules & Regulations, Orders, Directions and Notifications etc. These circumstances would also be inclusive of but not limited to the following:

- a. Modification, technical failure, upgradation or variation or relocation, repairs and or maintenance of the equipment(s) and plant and machinery of the Centre.
- b. Shortage in the supply of water and electricity from the recognized service provider and supplier of the Centre.
- c. If the services of the Company are used in any manner which violates any law etc. or the existence of any law that adversely affects or interferes in any manner in the rendering of the services provided by the Company.
- d. Force Majeure circumstances e.g. Acts of God, Nature, Government, Riots, Strikes, Change in Law, etc.

#### 15. VERBAL AGREEMENT AND WAIVER

These Terms and Conditions can only be varied in writing signed by an authorized representative of the Company and they override any verbal or by conduct agreements. The Company shall not honor or entertain any verbal or by conduct agreements that are claimed by the Member to have been made by Centre or Company Staff or Centre Management that are contrary to the Centre Rules, as specified from time to time.

- Non-waiver

Failure by the Company to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights or remedies.

- Complaints

The Company shall not accept any complaint or request from the Participants that are not in writing and addressed to the Company directly.



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#### 16. PAYMENTS

Goods and Service Tax (GST) and other tax or charges levied by the government. shall be charged solely and exclusively to the Participant.

#### 17. REFUNDS

a. The Company shall not be held responsible for changes in the Government Bye-laws whether they are Local, Regional or National and as such is not liable for refunds if the Centre's Facilities, Services and operating Hours are affected because of the same.

b. A Participant shall not receive any refunds partial or otherwise if they have signed up for membership or other services during a Centre Pre-Sales period and the Centre's opening has been delayed. As such, the services will begin from the day the Centre is officially opened.

c. A Participant is not entitled to any pro-rata refund of any amounts paid by them but unused, except where the cause for such termination is not attributable to him.

#### 18. SEVERABILITY

Wherever possible, each provision of these Centre Rules, as specified from time to time, and including but not limited to these Terms and Conditions, shall be interpreted in such a manner as to be effective and valid under the applicable laws. However, if any provision of the Centre Rules shall be held to be invalid or unenforceable under the applicable laws, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or the remaining provisions. The foregoing shall not apply to provisions concerning payment(s) or non-refund of payment(s). If the payment(s) of certain services by any Participant is held to be invalid or unenforceable or if he/she obtains an order for refund of his payment(s), his services from the Centre shall automatically cease/terminate with immediate effect without any notice.

#### 19. DISPUTE RESOLUTION AND JURISDICTION

Any disputes and differences arising in relation to, under or in connection with the Centre Rules, as specified from time to time, and including but not limited to these Terms and Conditions, including their interpretation shall be settled by Arbitration, in accordance with the provisions of The Arbitration & Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to a Sole Arbitrator appointed by the Company who shall conduct Arbitral Proceedings in New Delhi. The language of Arbitral Proceedings shall be English. The Company and the Participant shall bear their own expenses for such arbitration including the sitting fee of the arbitrator.



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The validity, construction and performance of the registration waiver, the Terms & Conditions, as specified from time to time, shall be interpreted in accordance with the laws of India.

## 20. COVENANTS OF THE PARTIES

By signing the registration Waiver the Participant confirms to have fully read, understood and accepted the contents of the Waiver, with the clear understanding that they and each term thereof is valid and binding on the Participant and can be enforced by the Centre and Company in accordance with the law.

Notwithstanding anything to the contrary, the Participant agrees that:

(i) the Company/Centre may take photos/videos, etc of the Participant at the Company's/Centre's premises or outdoors. In case of outdoor events, the Company/Centre shall have title over and may use the same freely even after the expiry or termination of the Participant's relationship with the Company/Centre.

(ii) if the public utilities being availed by the Company/Centre are reduced/ adversely effected/stopped, the services/ facilities/ equipment provided by the Company/ Centre may stand reduced/stopped and the Participant shall not have any right to claim compensation for such reduction/ stoppage;

(iii) he shall neither remove nor damage Company's/ Centre's property and premises;

(iv) he shall be polite towards other Participants, trainers and employees of the Company/Centre;

(v) he shall not engage in any form or kind of sexual harassment at the Company's/Centre's premises and

(vi) he shall not use any form of media including social media for defaming the Company/Centre and or its Participants, trainers and employees.

(vii) all the terms and conditions listed above shall also apply to any and all programs that the Company currently offers, or might offer in the future, that involve spaces other than the physical structure of the Centre. This agreement extends coverage to outdoor programs and events that might be hosted in locations deemed appropriate by the Company. The Participant assumes all responsibility for their safety and well-being while participating in these programs.