

## **Terms & Conditions**

### **Spinnaker Tower Abseiling experience:**

- 1.1 All abseil bookings are sold subject to these terms and conditions.
- 1.2 All bookings are identified with a unique reference number which must be quoted in all subsequent correspondence.
- 1.3 These terms & conditions are important to your visit at the Spinnaker Tower. Please read these terms and conditions carefully prior to purchase and raise any queries. Purchase of any abseil space constitutes acceptance of these terms and conditions on your behalf of any persons for whom you have bought the tickets and you acknowledge and agree that you shall ensure that all persons in your booking are aware of and accept these terms and conditions.
- 1.4 No booking shall be deemed to be accepted unless accepted in writing (including booking confirmation).
- 1.5 Full payment must be made three months prior to the abseil date for all private abseil days, failure to do so will lead to the booking being cancelled. All bookings on public days must be paid in full at time of reservation to confirm the abseil space.
- 1.6 The Spinnaker Tower reserves the right to alter or withdraw any package facility, exhibit, event services or price without notice.
- 1.7 The Spinnaker Tower operates "public" abseil days which are open to anyone and "private" abseil days which are arranged exclusively for the individual/organisation making the booking.
- 1.8 During a public abseil day individuals will not be able to promote or raise monies on site at the Spinnaker Tower for any charity that they may be abseiling on behalf of, beyond the wearing of clothing promoting the charitable cause.
- 1.9 Private Abseil days are arranged specifically for one individual or organisation. These can be done during our peak season of April to August or outside of our peak season. Charities will be allowed the option to promote their charity during a private abseil day through the use of banners, collections and volunteers. A full list of participants must be sent to [reception@spinnakertower.co.uk](mailto:reception@spinnakertower.co.uk) 72 hours in advance of the abseil. This list will be used in the event of any cancellations or partial cancellations. Private abseiling days are for up to 40 people unless otherwise arranged.

### **Your ticket:**

- 2.1 Only persons with a valid booking will be admitted to the Spinnaker Tower.
- 2.2 Please check your details upon receipt of your confirmation. Mistakes may not always be able to be rectified if not addressed immediately.
- 2.3 Resale or attempted resale of any booking is grounds for cancellation.
- 2.4 Tickets cannot be used for competitions, promotions, advertising or hospitality or otherwise for commercial gain without prior written permission by the Spinnaker Tower.
- 2.5 Failure to adhere to these conditions will render the booking null and void and leave the person whose booking it is unable to have a refund or compensation.
- 2.6 We reserve the right to cancel any abseil booking which we believe has been made with a view to resell for commercial gain.
- 2.7 We will permit resale of a booking with a view to having the booking slots used for raising monies for Charity. Tickets may not be resold for more than the face value of £90.

### **Requirements to abseil:**

#### **3 Each climber must be:**

- 3.1 18 years of age or over
- 3.2 A weight of less than 130kg/21stone/286lbs which is the maximum weight our harnesses can bear.
- 3.3 If you do not meet these criteria you will not be allowed to abseil
- 3.4 You may be required to produce proof of age for any person whom we reasonably believe is under 18 years of age.
- 3.5 The abseil is not suitable for anyone who is pregnant.

## 4 Alcohol and substances

- 4.1 Abseilers must not be under the influence of alcohol or legal or illegal substances which would make it unsafe for them to participate in the abseil or to understand the instructions given by the abseiling contractors.
- 4.2 You will not be allowed to participate if we suspect you are under the influence of alcohol or legal or illegal substances which we believe would make it unsafe for you to abseil. No refunds will be given in this case.

## 5 Physical requirements

- 5.1 Abseiling down the Spinnaker Tower requires physical exertion to complete the descent. You are required to read the details of the abseil before placing your booking and you acknowledge you have been made aware of the activities involved in the abseil.
- 5.2 You must be capable of taking part in the abseil unaided. You will be responsible for following the instructions given to you during your safety briefing.
- 5.3 The forces exerted during the abseil may activate or aggravate pre-existing physical injuries, conditions and symptoms or congenial defects and we shall not have liability whatsoever for the activation or aggravation of any such injuries, conditions, symptoms or defects save where they have been caused by our negligence or that of the abseil contractor.
- 5.4 You are responsible for ensuring that you are in a fit state to participate in the abseil and are able to participate in a manner which will not put at risk your health & safety or the health and safety of bystanders below you and agree that you have made all adults in your booking aware of the same.
- 5.5 We do not recommend the abseil to anyone with vertigo. We are unable to advise you on medical conditions so if you are in any doubt as to whether or not you are fit to take part we would advise you to consult with a medical professional.
- 5.6 It is your responsibility to notify us in advance of placing your booking of any special access requirements you may have as we may not be able to accommodate all special access requirements if we have not been made aware of them prior to the date of visit which may result in not being allowed admission without refund. If requested, you agree to provide a certificate of fitness from your General Practitioner or such other medical practitioner as we may reasonably request to confirm you are in a fit state of health to participate in the abseil.
- 5.7 If you have any conditions or concerns that may impact your ability to safely complete the abseil which you have not notified us of in advance then you should notify us on the day of your visit. We will use reasonable endeavours to make arrangements to facilitate your abseil, however, taking into account your health & safety and of those around you we reserve the right, without refund, to refuse permission to participate in the abseil if we believe it would jeopardise your health & safety or that of other participants. Guests are requested to address specific access requirements in advance of their booking by contacting [reception@spinnakertower.co.uk](mailto:reception@spinnakertower.co.uk) or phoning 023 92 857521. We will always endeavour to accommodate special access requirements, due to the nature of abseiling down the Spinnaker Tower and our obligations to health & safety of all our guests there may be times when we are unable to accommodate your specific needs.

## 6 Declaration and Waiver:

- 6.1 You and all members of your party will be required to sign a Declaration and Waiver Form on the day of your visit prior to your abseil. You will be required to sign this on your own behalf.

## 7 Arrival time:

- 7.1 We would ask that you arrive at our group and advanced bookings desk at least 15 minutes prior to your booking. If you arrive after the time of your booking you will not be admitted and not eligible for a refund.

## 8 The Abseil:

### ***The Weather***

- 8.1 Abseils will take place in all weather conditions other than high winds, lightning, heavy snow or ice or extreme weather conditions which we reasonably believe make it unsafe to participate in the abseil. Refunds will not be issued where the Spinnaker Tower is open and you are dissatisfied with the weather.

8.2 In the event of cancellation due to poor weather conditions the Spinnaker Tower is only liable for refunding the cost of the abseil booking minus the non-refundable charge for cancellations (£25) and not for any other associated costs. This is not applicable to private abseils off peak (September to March).

***During the abseil***

8.3 You will not be permitted to take any loose items with you on the abseil.

8.4 Long hair must be tied back by an elasticated hair band and not with any item which could cause harm or injury if it were to fall off during the abseil.

8.5 Fancy dress is permitted in certain circumstances. However all outfits must not be loose/baggy so that they will get caught in the abseil equipment and cause a safety issue. Specifically no capes and no mankini's may be worn whilst taking part in the abseil.

8.6 You should wear closed toed footwear with flat rubber soles such as trainers, sport and hiking shoes and not leather shoes without grips or shoes with heels. Refusal to wear appropriate footwear will result in you not being allowed to abseil and no refund will be given.

8.7 Participants will be given no longer than 10 minutes to commence their abseil once at the departure point. If another slot is available on the same day we will reschedule the abseil, otherwise it will be cancelled with no refund.

## **9 Your behaviour:**

9.1 Smoking is strictly prohibited within the Spinnaker Tower.

9.2 You will not by your acts or omissions damage or deface the fabric of the building of the Spinnaker Tower, the abseiling equipment used with the abseil, and any equipment provided to you by us.

9.3 You will handle all equipment solely as directed by the abseil contractor, and you will not remove or interfere in any way whatsoever with the equipment after it has been fitted by the abseil contractor. If you wish to make any adjustments to the equipment you must notify the abseil contractor who will be able to assist you.

9.4 You will not cause any nuisance, distress, annoyance, fear or concern to any other abseiler or visitor to the Spinnaker Tower, by your acts or omissions. Any persons acting in breach of conditions will be immediately ejected from the attraction without refund.

9.5 You may be ejected from the Spinnaker Tower if your behaviour poses or is likely to pose a health & safety risk; affects or may affect the enjoyment of the other abseilers; affects or may affect the enjoyment of any of our guests; affects or may affect the running of the abseil; is unacceptable; is in breach of the law; is in breach of these terms and conditions; if you use abusive or insulting words and or you appear to be under the influence of drugs/alcohol.

9.6 In case of emergency you must let the abseil contractor take over if necessary.

## **10 Photography and recording:**

10.1 CCTV and film cameras are in operation at the Spinnaker Tower for the security of our guests and to produce souvenir photos and videos.

By purchasing a booking and attending the Spinnaker Tower you give your express consent to all CCTV filming and to your photograph being taken and your climb being filmed by us or on our behalf by our contractors and to your actual or simulated likeness being included with any film, photograph, audio and/or audio visual recording.

10.2 You further hereby agree that any footage may be used by us or our contractors in any and all media for any purpose at any time throughout the world including use in commercial distribution or use for commercial or promotional purposes or the display of all such footage within the retail/photography area of the Spinnaker Tower without any compensation to you. Such use may include, without limitation, the production of souvenir photographs and/or video for the purchase by the climbers without payment or compensation to you.

10.3 The copyright of all such footage shall be owned by the Spinnaker Tower and may only be used or reproduced by you if you purchase such footage and only for private and domestic purposes and not for any commercial purposes.

10.3.0 Only cameras provided by the Spinnaker Tower or those supplied by our nominated contractors will be used as part of the abseil. Abseil participants may not provide their own cameras for use whilst completing the abseil.

## 11 Refunds and cancellations:

- 11.1 Abseil bookings are subject to a £25 non-refundable charge for any cancellations up to three months in advance of the abseil for individual slots and £950 per private days abseiling.
- 11.2 Three months prior to the abseil bookings can be amended or cancelled. Cancellations will exclude the £25 fee for individuals and the £950 fee for private abseils.
- 11.3 Within three months of the abseil booking no amendments may be made and cancellations will receive no refund.
- 11.4 Private abseils booked in our off peak season (September to March) will have to pay a rescheduling fee of £1750 in the event that their event is cancelled due to the weather. Private abseils during our peak season will be rescheduled, at no extra cost, if there is a cancellation due to the weather.
- 11.5 We will use reasonable endeavours to ensure that the Spinnaker Tower is open for abseiling on the day of your visit. However, we reserve the right, in our absolute discretion, to close the Spinnaker Tower abseiling whether for safety reasons or otherwise, including, without limitation as a result of extreme weather conditions or other reasons of Force Majeure, and with or without prior notice to close the Spinnaker Tower or any part of it.
- 11.6 If we close the abseiling other than as a result of your acts or omission's the abseil will be rescheduled to a time which you are able to attend or you will be reimbursed if you are unable to attend a rescheduled time. If you are unable to attend an alternative time we shall have no liability to you whatsoever other than to refund the price paid (excluding the non-refundable deposit) for the booking including, without limitation, no liability for travel or accommodation expenses.
- 11.7 In order to claim your refund you must contact us within 30 days of the cancelled abseil. Refunds will only be given to the person who originally made the booking.
- 11.7.1 If a private abseiling day is cancelled or partially cancelled arrangements will be made to reschedule those individuals who did not get chance to abseil. This will be limited to the names of those people due to have abseiled on the date of the cancellation and not by the potential places left at the time of the cancellation. For avoidance of doubt the list of names provided 72 hours in advance of the private abseil will be used to determine who will be rescheduled. Rescheduled private abseil days will be placed onto one day and not split across multiple abseil days. In the event that the rescheduled day is for less than the 40 spaces provided to a charity/organisation the Spinnaker Tower reserves the right to sell the remaining spaces to members of the public at £90 per space. This will be done in such a way as to not diminish from the day.
- 11.8 Tickets will not be refunded where:
- Admission had been refused, you have been ejected and/or the abseil has been closed due to:
    - (i) Your acts or omissions
    - (ii) Your failure to adhere to or meet the requirements set out in the terms and conditions.
    - (iii) Breach the terms and conditions or your failure to adhere to the safety rules and policies given to you by our abseil contractors.
    - (iv) You are late for your abseil.
    - (v) You having special access requirements of which you failed to notify us in advance and we are unable to accommodate your requirements on the day of your visit and we reasonably believe that to allow you to participate would jeopardise your health and safety or that of other abseilers.
    - (vi) You decide you do not wish to participate in the abseil due to the weather, where the Spinnaker Tower is open.
    - (vii) You change your mind about taking part in the abseil once you've arrived
    - (viii) Any other grounds where we have previously set out that a refund will not be made.