

Spinnaker Tower Abseil - **Terms & Conditions**

Thank you so much for your interest in our Abseil down the Spinnaker Tower in aid of Phyllis Tuckwell Hospice Care. Please read these terms and conditions, as signing up to this event will automatically mean you accept the below. Further information can be found in the FAQ's

Only persons with a valid booking through Phyllis Tuckwell Hospice Care will be admitted to the Spinnaker Tower.

Each climber must be:

- * 14 years of age or over. Anyone under 18 must have a guardian present to sign consent.
- * A weight of less than 130kg/21stone/286lbs which is the maximum weight our harnesses can bear.

You may be required to produce proof of age for any person whom we reasonably believe is under 18 years of age.

The abseil is not suitable for anyone who is pregnant.

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.

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.

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.

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.

The forces exerted during the abseil may activate or aggravate pre-existing physical injuries, conditions and symptoms or congenital 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.

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.

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.

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.

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 Fiona Chapman (Phyllis Tuckwell Event Fundraiser - 01252 729446). 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.

You 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.

We would ask that you arrive at our group and advanced bookings desk at least 30 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.

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.

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

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.

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.

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.

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.

Smoking is strictly prohibited within the Spinnaker Tower.

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.

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.

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.

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.

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

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 the Spinnaker Tower 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.

You further hereby agree that any footage may be used by the Spinnaker Tower or their 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.

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.

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.

Reasonable endeavours will be made to ensure that the Spinnaker Tower is open for abseiling on the day of your visit. However, they 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.



**If you have any further questions then
please do not hesitate to contact
Fiona Chapman at Phyllis Tuckwell
on 01252 729446,
or by emailing
fiona.chapman@pth.org.uk.**