

## Group Bookings Terms and Conditions

Issue 1.2 (May 2013)



These terms and conditions apply to group bookings and private events booked with The Castle Climbing Centre either through our website or directly with The Castle.

### 1. Participation Statement

*The British Mountaineering Council recognises that climbing and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement.*

### 2. Personal Property

The Castle accepts no responsibility for any loss of or damage to personal property whether they are in lockers or not.

### 3. Cancellations

If you contact us 72 hours before the start of the course we will be able to refund or reschedule the course/event. If you contact us within 72 hours a cancellation fee of £25 per hour per instructor will be applied. Our preferred method of contact is email ([info@castle-climbing.co.uk](mailto:info@castle-climbing.co.uk)) as our phone lines can get very busy.

### 4. Amendments

The Castle must be informed about any changes 7 days before the event in order to amend the final cost and ensure that we have the correct staff scheduled. Failure to do so will result in us being unable to issue you a refund and you will be liable for the full amount invoiced.

Individual transfers that do not affect the final number of participants can be done on the day.

### 5. Declaration of medical conditions

It is the responsibility of the customer to make The Castle aware of any medical or other conditions that could affect participation in the course, in particular conditions that could affect the safety of yourself or any participant on the course. We will make reasonable effort to accommodate all customers, but we reserve the right to refuse you a space on a course if we believe that your condition could be detrimental for other participants. In this case we will suggest an alternative such as private tuition or we will offer a refund.

### 6. Removal from course

We reserve the right to remove any customers from the course if we believe that their participation is detrimental to the other participants or users of the centre. If this is due to a disability (physical or otherwise) that has been declared (see section 5) we will offer a refund or an alternative such as private tuition. Other reasons could include, but is not limited to: intoxication, abusive behaviour or refusal to follow safety instruction. We will not offer a refund in this case.

### 7. Refunds

Refunds for online bookings may only be made to the original purchaser onto the card used to purchase the course. If the card is no longer valid, refunds may be done by BACS transfer into the account of the purchaser. Refunds will not be done to a third party.

### 8. Courses for Under 18s

For children's courses age limits are specified within the course description. All children must have parental consent to climb at The Castle. It is the responsibility of the course purchaser to ensure that they have obtained the necessary consent. If a child arrives for a course without the consent form, The Castle reserves

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the right to turn them away without refund. Parental consent forms are available on our website or by emailing us at [info@castle-climbing.co.uk](mailto:info@castle-climbing.co.uk).

### 9. Catering

Where catering has been ordered for the course we reserve the right to make minor changes to the menu offered depending on availability of produce. It is up to the customer to make inform us of any allergies or diet preferences. Please note that we do not operate a nut-free environment.

### 10. Payment Card information

High Performance Sports and all associate businesses (The Castle Climbing Centre, Shop and Café) comply with the Payment Card Industry Data Security Standard (PCI DSS) and only use third parties that are PCI DSS compliant. Online bookings are managed by a compliant third party and no card information is kept by The Castle. The Castle will not accept credit card information by email or fax. Merchant copies of credit card receipts are securely stored. Customer copies will be given to the customer. The security of customer card receipts is the responsibility of the customer.

### 11. Data Protection

We may collect information via our website or on forms at the centre. It is our legal duty under the Data Protection Act 1998 to keep your information secure and ensure that the data we hold is accurate, adequate, relevant and not excessive.

#### *11.1 What information is collected*

We may collect the following information:

- Name and contact information including address, email address and phone number
- Emergency contact information
- Relevant medical information

#### *11.2 What the information is used for*

We will only use your data in relation to the services and products you use or purchase from us. We may send you notification regarding changes that may affect our service to you. We will not pass your personal, identifiable information on to third parties though we may share non-identifiable, statistical data with third parties.

#### *11.3 Your rights*

The Data Protection Act 1998 grants you the right to access any data that we have about you. To gain access to this data a small fee may be required to cover our costs. To contact us about our privacy policy or to request information under the Data Protection Act, please contact us at [admin@castle-climbing.co.uk](mailto:admin@castle-climbing.co.uk).

#### *11.4 Data Security*

All information is stored securely on restricted access servers. The Castle has an Information Security Policy and staff are trained to handle personal information securely.

### 12. About these terms

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We may modify this policy and any terms that apply to a service provided by HPS to reflect changes to the law or changes to our services. The applicable terms and conditions will always be available on our website. If you do not agree to the modified terms for a service you should contact us to discontinue your use of that service.