



## **Terms & Conditions**

### **1. Emirates Spinnaker Tower 'The Drop' experience:**

1.1 All 'The Drop' bookings are sold subject to the following 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 and conditions are important to your visit to Emirates Spinnaker Tower. Please read these terms and conditions carefully prior to purchase and raise any queries. Purchase of any 'The Drop' ticket constitutes acceptance of these terms and conditions on your behalf and on 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 valid unless accepted in writing (including booking confirmation).

1.5 Full payment must be made at the time of booking.

1.6 Emirates Spinnaker Tower reserves the right to alter or withdraw any package facility, exhibit, event services or price without notice.

1.7 Emirates Spinnaker Tower operates 'The Drop' which is exclusively for the individual/organisation making the booking.

1.8 During 'The Drop' individuals will not be able to promote or raise monies on site at Emirates Spinnaker Tower for any charity that they may be taking part on behalf of, beyond the wearing of t-shirts.

### **2. Your ticket:**

2.1 Only persons with a valid booking will be admitted to Emirates 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 Emirates 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 of 'The Drop' bookings which we believe have 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 the purchased ticket.

2.8 'The Drop' spaces will be sold at a cost of £15 per child, £17 per concession, and £18 per adult without exception.

2.9 Private 'The Drop' days will be sold at £1280 for a whole day, and £640 for a half day. A whole day equates to 64 spaces and half a day 32 spaces without exception.

2.10 Payment for private days will be made 3 months advance of the scheduled activity date and in accordance to the terms set out upon invoice.

2.11 Private 'The Drop' day participants will follow all other terms on this document, failure to do some will result in immediate cease of activity and no refund will be permitted.

2.12 Private Day bookings may be amended up to 3 months in advance, within 3 months of the scheduled event no amendments or cancellations may be made.

### **3. Requirements to participate:**

#### **Each participant must be:**

3.1 11 years of age or over.

3.2 A weight of less than 130kg/20stone/286lbs. A weight of more than 20kg/3.5stone/44lbs. You may be required to stand on weighing scales to confirm that you are within these weight restrictions.

3.3 If you do not meet these criteria you will not be allowed to take part in 'The Drop'.

3.4 You may be required to produce proof of age for any person whom we reasonably believe is under 11 years of age. Anyone under the age of 18 will need to be accompanied by a responsible adult.

3.5 'The Drop' is not suitable for anyone who is pregnant, has heart conditions, severe back pain, severe anxiety, severe obesity, epilepsy, any persons with injuries/ailments/conditions, whether physical or mental, that could be adversely affected by participation.

### **4 Alcohol and substances**

4.1 Participants must not be under the influence of alcohol or legal or illegal substances which would make it unsafe for them to participate in 'The Drop' or to understand the instructions given by Emirates Spinnaker Tower team

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 take part. No refunds will be given in this case.

### **5 Physical requirements**

5.1 The Drop experience at Emirates Spinnaker Tower requires physical exertion to complete the activity. You are required to read the details of 'The Drop' before placing your booking and you acknowledge you have been made aware of the activities involved in the activity.

5.2 You must be capable of taking part in 'The Drop' unaided. You will be responsible for following the instructions given to you during your safety briefing.

5.3 The forces exerted during 'The Drop' 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.

5.4 You are responsible for ensuring that you are in a fit state to participate in 'The Drop' and are able to participate in a manner which will not put at risk your health and safety or the health and safety of bystanders below you and agree that you have made all participants in your booking aware of the same.

5.5 We do not recommend 'The Drop' to anyone with vertigo, heart conditions, severe back pain, severe anxiety, severe obesity, epilepsy or any injury/ailment or condition that could be adversely affected by participation. 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 will need 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 Drop'.

5.7 If you have any conditions or concerns that may impact your ability to safely complete 'The Drop' 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 participation, 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 activity 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 us on [reception@spinnakertower.co.uk](mailto:reception@spinnakertower.co.uk) or 023 92 857521. We will always endeavour to accommodate special access requirements, due to the nature of 'The Drop' Emirates 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 participation in 'The Drop'. You will be required to sign this on your own behalf. Any participants under the ages of 18 will need a parent/guardian over the age of 18 complete the waiver on their behalf.

## **7 Arrival time:**

7.1 We would ask that you arrive at our admissions desk at least 10 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 Drop:**

### ***The Weather***

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

8.2 In the event of cancellation due to poor weather conditions Emirates Spinnaker Tower is only liable for refunding the cost of The Drop booking.

### ***During The Drop***

8.3 You will not be permitted to take any loose items with you on 'The Drop'.

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 Drop'.

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 Drop' equipment and cause a safety issue. Specifically no capes and no mankini's may be worn whilst taking part in 'The Drop'.

8.6 You should wear close-toed footwear with flat rubber soles such as trainers, sport and hiking shoes. High heels are not permitted. Refusal to wear appropriate footwear will result in you not being allowed to take part in 'The Drop' and no refund will be given.

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

### **9 Your behaviour:**

9.1 Smoking (including electronic devices) is strictly prohibited within Emirates Spinnaker Tower.

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

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

9.4 You will not cause any nuisance, distress, annoyance, fear or concern to any other participant or visitor to Emirates 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 Emirates Spinnaker Tower if your behaviour poses or is likely to pose a health and safety risk; affects or may affect the enjoyment of the other participants; affects or may affect the enjoyment of any of our guests; affects or may affect the running of 'The Drop'; 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 Emirates Spinnaker Tower team take over if necessary.

9.7 You must wear any personal protective equipment as directed by the Emirates Spinnaker Tower team, failure to do so will result in immediate cancellation of your booking without a refund.

### **10 Photography and recording:**

10.1 CCTV and cameras are in operation at Emirates Spinnaker Tower for the security of our guests and to produce souvenir photos and videos. By purchasing a slot and attending Emirates Spinnaker Tower you give your express consent to all CCTV filming and to your photograph being taken and

your participation in 'The Drop' 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 Emirates 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 participants without payment or compensation to you.

10.3 The copyright of all such footage shall be owned by Emirates 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.

10.4 Only cameras provided by Emirates Spinnaker Tower or those supplied by our nominated contractors will be used as part of 'The Drop'. Participants may not provide their own cameras for use whilst completing the 'The Drop'.

## **11 Refunds and cancellations:**

11.1 No refunds will be given for cancellations. Amendments may be made one month prior to the booked date.

11.2 We will use reasonable endeavours to ensure that Emirates Spinnaker Tower is open for 'The Drop' on the day of your visit. However, we reserve the right, in our absolute discretion, to close Emirates Spinnaker Tower and associated activity 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 Emirates Spinnaker Tower or any part of it.

11.3 If we close 'The Drop' other than as a result of your acts or omission's your booking 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 for the booking including, without limitation, no liability for travel or accommodation expenses.

11.4 In order to claim your refund you must contact us within 30 days of the cancelled booking. Refunds will only be given to the person who originally made the booking.

11.5 If 'The Drop' activity is cancelled or partially cancelled, arrangements will be made to reschedule those individuals who did not get chance to participate in 'The Drop'. This will be limited to the names of those people due to have taken part in 'The Drop' on the date of the cancellation and not by the potential places left at the time of the cancellation.

11.6 Tickets will not be refunded where:

Admission had been refused, you have been ejected and/or the drop 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 Emirates Spinnaker Tower staff.
- (iv) You are late for your booking.

- (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 participants.
- (vi) You decide you do not wish to participate in 'The Drop' due to the weather, where Emirates Spinnaker Tower is open.
- (vii) You change your mind about taking part in 'The Drop' once you've arrived
- (viii) Any other grounds where we have previously set out that a refund will not be made.

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