

## Castle Climbing Club Terms and Conditions

Issue 2 (August 2015)



These terms and conditions apply to the youth climbing club courses (Castle Climbing Club), Castle Academy and Competition Squad sessions purchased from High Performance Sports Ltd (trading as The Castle Climbing Centre) via our website or directly from The Castle (phone or at Reception).

For group bookings and private events please see Group Bookings Terms and Conditions.

### 1. Participation Statement

*The British Mountaineering Council recognises that climbing and mountaineering are activities with a danger of personal injury or death. Parents and young 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. Booking information – Castle Climbing Club

Spaces in Castle Climbing Club are bookable online. Participants will be booked for a whole term with priority given to those who are already enrolled in the Castle Climbing Club. Before the start of a new term, the Courses and Bookings Manager will contact parents who wish to re-enrol for the following term. If they do not book by the deadline given, the space will be made available to the public on a first-come first-served basis. If you do not wish to re-enrol for the following term, please inform the Courses and Bookings Manager so that we can make this space available for another child.

### 4. Booking information – Castle Comp Squad/Castle Academy

Coaching sessions are booked by term. Payment may either be made up front, or with prior agreement with the Head Coach, by monthly Direct Debit. Only young people invited onto the Squad/Academy following the annual Comp Squad/Academy Trial may book onto the sessions.

### 5. Cancellations / Non-attendance

Customers wishing to cancel within the first two weeks of the term will be entitled to a 50% refund of the term fee. Those cancelling afterwards will not be entitled to any refund. Climbers are expected to attend all sessions during the term and refunds will not be given for non-attendance.

### 6. Cancellation by The Castle

Should The Castle need to cancel a session we will, in the first instance, offer an alternative session. If you are not able to attend this session no further sessions will be offered. If we are unable to offer an alternative date, customers will be credited with the amount to be applied for the next term.

### 7. 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.

### 8. Removal from course

We reserve the right to remove any customers from any session 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 7) we will offer a refund or an alternative such as private tuition. Other reasons could include, but is not limited to: abusive behaviour or refusal to follow safety instruction. We will not offer a refund in this case.

## **9. Refunds**

Refunds for 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.

## **10. Parental Consent**

Participants in Castle Climbing Club and The Castle Comp Squad must have a completed parental consent form on file prior to starting the first session. Failure to complete and hand in the consent form will result in the child not being able to participate and we will not offer a refund or credit for that session.

## **11. 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.

## **12. 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.

### *12.1 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

### *12.2 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.

### *12.3 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).



*12.4 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.

**13. About these terms**

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 current, 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.