

# Castle Climbing Centre Courses Terms and Conditions

## Issue 1.4 (July 2020)



These terms and conditions apply to all courses 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

*All climbing and bouldering activities have a risk of serious injury or death. Participants must be aware of and accept that even if they follow all good practice there may still be the risk of accident and injury. It is the responsibility of the participant to adhere to the conditions of use.*

### 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 by customer

If you contact us 72 hours before the start of the course we can move you to another course or issue you a full refund. Our preferred method of contact is by email ([info@castle-climbing.co.uk](mailto:info@castle-climbing.co.uk)) as our phone lines can get very busy. Cancellations within 72 hours from the course start date will not result in a refund, date changes or other amendments will not be granted. The Castle cannot be held responsible for errors in your booking.

### 4. Cancellation by The Castle

Occasionally The Castle will need to cancel a course if we do not have enough bookings. In this case we will contact you 24 hours before the course and offer a transfer to another course. If this is not possible we will suggest altering the course to reflect the lower student ratio. For example, we may offer three hours private tuition instead of a four hour group course. Alternatively, you may be offered a voucher to the amount of the original purchase. If this is not acceptable, you are entitled to a full refund of the course price.

### 5. Lateness policy

All participants are advised to arrive 20 minutes prior to course start time to allow time for check-in at Reception.

Participants who arrive after their course start time will not be permitted to join the course. We will not offer a refund in this case.

### 6. 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.

### 7. 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 6) we will offer a refund or an alternative such as private tuition. Other reasons could include but is not limited to: not wearing a face covering; more than 15 minutes late for the course as this can adversely affect the other climbers' experience; intoxication, abusive behaviour or refusal to follow safety instruction. We will not offer a refund in this case.



## **8. Transfers**

If you would like to transfer onto another course, please contact us 72 hours before the start of the course and we will move you to another course subject to availability. Please note that we will only move customers once. A fee may be charged for further transfer requests.

We can, at any time and for no extra charge, transfer your course booking to someone else so long as they satisfy any age requirements set for the course.

## **9. 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.

## **10. Non-attendance of course (multi-day courses)**

If you are unable to attend the first day of a multi-day course (two week intro) we will offer you a free one hour catch up before the next session. If you are unable to attend a subsequent session we will offer a catch up session at a rate of £25 per hour.

## **11. Courses for under 18s**

Most Castle courses are for adults, aged 16 and over when the course starts. 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 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).

## **12. 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.

## **13. Data Privacy**

Your Personal Information & How We Use It – Your privacy is important to us at The Castle and we will only use your personal information to set-up & administer your membership, provide & improve the services your request from us and (if you agree) provide news/updates regarding events and service that may be of interest to you.

Your information will only be shared with other organisations if it is necessary to do so in order to provide the services requested, comply with a legal obligation to which we are subject, or where there is a vital interest in doing so (e.g. if you suffer a medical emergency while climbing here) or some other legitimate interest. We will not share your information for marketing purposes outside of the Castle.

Our full privacy notice is available [here](#), we also keep paper copies by Reception. If you have any questions please email [dpo@castle-climbing.co.uk](mailto:dpo@castle-climbing.co.uk)



**14. 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 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.