

# Registration, Memberships and Prepaid Visits (Bulk Buys) Terms and Conditions Issue 2 (Sep 2022)

These terms and conditions cover Registration, Memberships and Pre-Paid Visits with The Castle Climbing Centre (The Castle).

#### 1. Definitions

**Registration** - All non-supervised climbers must complete an Acknowledgement of Risk (AOR) form. You must have read, understood, and accepted our Conditions of Use and Rules For Climbing. Registered Members will have a unique Registration Number to identify them and have a photo on the database.

**Membership**- Registered climbers may additionally purchase an 'Anytime, 'Off-Peak or 'Family' membership plan, rather than pay per visit.

Bolt-Ons – Bolt-Ons are a pack of discounted peak time top-ups to the Off-Peak membership

**Pre-Paid visits** – Registered climbers may purchase Pre-Paid visits known as 'Bulk Buys'. These are not a membership and do not include any membership perks or discounts.

#### 2. General

You may only purchase one membership or Pre-Paid product at a time and you may only have one active Registration at any one time. The exception to this are 'Bolt-Ons' which can be used in conjunction with an Off Peak Membership.

# 3. Revocation of Registration and Anytime (both monthly and annual) and Prepaid Visits (Bulk Buys)

Registration with The Castle may be revoked at any time by a Duty Manager if you refuse to comply with our Conditions of Use and Rules. In the case of revocation, any active Membership or Pre-Paid Visits will be cancelled and refunded as per our Refunds Policy (see below).

### 4. Price changes

The Castle may change registration, entry, membership or Pre-Paid visit fees at any time. Any changes will not be applied retrospectively. We will notify our customers of any upcoming changes in prices by putting up notices on our website and in the centre in advance.

# 5. Membership Plans:

Our Membership plans all come with a number of benefits:

**No Pre-booking necessary** – Anytime Members can turn up and climb without booking. Please note prebooking necessary for off-peak memberships at peak times.

**Free Guest Entry** – invite a newbie, or a Castle Casual to climb for free with you. One per month. Guest climber must not have a current Membership or any type (frozen or active) or a bulk buy.

**10% Shop and Café discount** - discount is not stackable with other membership discounts (e.g. BMC discount) and is available on full price items only. It may not be valid on certain products. Further restrictions may apply. The Castle retains the right to suspend, cancel or change this discount at any time.

**5.1. Anytime** – The Anytime memberships allows entry to over 18s without the need for prebooking at any time of the day on any day of the week.

#### There are two options for payment:

Anytime Monthly: Rolling Monthly Payments – automated payments taken each month in advance. This is not a one-off payment. No expiry. Cannot be frozen. Cancel as per the T&Cs. No partial refunds given. No refunds given for non-use or late cancellations.



Anytime Annual: Pay one up-front fee for year long climbing. Can be frozen as per the Freeze Policy (see below).

**5.2. Off-Peak**— The Off-Peak membership allows entry to over 18s at specified times of the day without the need for prebooking. There is no concession price. This is not a one-off payment. No expiry. Cannot be frozen. Cancel as per the T&Cs (see below). No partial refunds given. No refunds given for non-use or late cancellations.

Off peak times: Mon – Fri 8am – 4.59pm. Outside of these times a top-up fee is payable (or a discounted Bolt-On can be purchased – see below). Prebooking is necessary at peak times.

- **5.3. Bolt-Ons** Bolt-Ons are a pack of 8 or 4 discounted peak time top-ups to the Off-Peak membership. Available to use on evenings and weekends. Bolt-Ons are only valid with an active Off-Peak Membership. 3 month expiry date. Cannot be extended.
- **5.4. Family Membership** Rolling Monthly Payments automated payments taken each month in advance. This is not a one-off payment. No expiry. Cannot be frozen. Cancel as per the T&Cs. No partial refunds given. No refunds given for non-use or late cancellations.

The Family Membership is for adults climbing together with children and allows all members of the "family" to climb at any time without prebooking. Adults on the plan can also climb without bringing their children. A maximum of two adults and 4 children can be added.

Children <u>cannot</u> climb on their own under this membership and must be supervised at all times, even if they are assessed by The Castle to climb unsupervised. (For unsupervised climbing for assessed U18's please purchase a concession plan.)

- Minimum "Family Members": One adult and One Child.
- Maximum "Family Members": Two Adults and Four Children.
- Family Memberships <u>must</u> include at least one child.
- All "Family Members" must be named but members do not have to be related please ensure parental / guardian consent is given is supervising U18s.
- Family Plan members must adhere to our novice supervision policy. One adult may supervise up to a maximum of two children. This means that the maximum children on a family plan with only one adult, is two. Only when a second adult is added then up to two more children may be added.
- Named adults and child "Family Members" are non-transferrable and cannot be changed or swapped
- An adult with a One Adult, One Child Family Membership wishing to bring a second child ad-hoc must pay the one off Pay Per Climb price for the second child.
- Total price must be taken from one account for all members. Payments taken automatically per month on a rolling membership basis.

# 6. Pre-Paid Visits:

**Bulk Buys** - Registered members may purchase Pre-Paid visits known as 'Bulk Buys'. These are sold in blocks of 8. Standard and Concession available. These are not a membership and do not include any membership perks or discounts. Prebooking is not necessary. 12 month expiry. For sole use, not to be shared between customers. Cannot be frozen or extended. In date, unused visits may be transferred to another user (see below). The original date of validity will still stand.

### 7. Freezing

**7.1.** <u>Anytime Monthly</u>: Rolling Monthly Payments – automatic payments taken each month in advance. Cannot be frozen.



**7.2.** Anytime Annual: Pay one up-front fee for year long climbing. Can be frozen.

- Plan must be active for 1 month before the initial freeze.
- Plan can be frozen for a total of 3 months.
- Must be frozen for a minimum of 1 month.
- Plans can be frozen as many times as the customer wishes as long as the meet the above criteria.

For extenuating circumstances contact the Membership Services Manager <a href="memberships@castle-climbing.co.uk">memberships@castle-climbing.co.uk</a> who will assess on a case-by-case basis.

#### 8. Cancellations

- You may cancel your Anytime Monthly or Off Peak Membership plan at any time after purchase there is no minimum term.
- Cancellations are valid from the next full month ahead i.e mid-month cancellations will not receive a
  partial refund and the membership will remain active until the end of the monthly term. A month
  refers to the 30/31 day term from when you began your Anytime plan.
- Cancellations <u>must</u> be processed in advance of the payment date. Late cancellations will be processed from the following month and no refund given.

### 8. Transfers

Memberships and Pre-Paid Visits are transferrable to another registered user of the centre. When plans or visits are transferred the original start date is used to determine the validity of the plan and the amount left on the plan. Frozen time periods will not be transferred. The transfer can only be made to a registered user and the user should be made aware of these terms and conditions. The party making the transfer should contact the Membership Services Manager <a href="memberships@castle-climbing.co.uk">memberships@castle-climbing.co.uk</a> with the details of the recipient so that we may update their details. This may take a few days to process. Refunds of transferred plans or visits may only be made to the original purchaser.

### 9. Refunds

You may request a refund on your Anytime Annual, or Bulk Buy by emailing the Membership Services Manager at memberships@castle-climbing.co.uk. Refunds will be assessed on a case-by-case basis and we may request further information in order to make a decision. We reserve the right to refuse a refund request.

Anytime Annuals will be refund on a pro-rated basis to end of the last month from your request (a month = the 30/31 day period starting from the date the payment plan was purchased).

#### Example

Anytime Annual purchased 12th Jan 2020 Requested refund 20th Aug 2020 Refund made from 12th Sep to 11<sup>th</sup> Jan 2021

- Pre-paid visits (Bulk Buys) will be refunded by subtracting the cost of standard visits used at the current price (regardless of price increases since the purchase date).
- Bolt-Ons will be refunded by subtracting the cost of a standard top up fee per each one used at the current price (regardless of price increases since the purchase date).
- Refunds are only available if the Anytime Annual or Bulk Buy has not expired.
- Refunds will only be made onto the original card used to purchase the membership via the original payment method. Refunds will not be made to third parties, even in the case of membership being transferred.



- In special circumstances we will accommodate a request to back date a refund, for example, in case
  of injury. In this situation you will be required to provide a doctor's note.
- Anytime Monthly plans are non-refundable.

## 10. Limited / Special Offer Memberships

Please note, limited / special offer memberships are not subject to the freezing and cancellation/ refund terms above. Generally, you will not be able to freeze a limited offer membership. Terms will be available when purchasing these memberships.

## 11. Registration Renewal

We will request that you renew your registration to the centre at least every three years. This is to ensure that you have received, read and understood our Conditions of Use and Rules and to keep your personal information up to date. There is no additional charge for renewal of registration to the centre.

# 12. Your Personal Information and How We Use It

Your privacy is important to us at The Castle and we will only use your personal information to set-up and administer your membership, provide and improve the services you request from us and (if you agree) provide news/updates regarding events and services 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.

For further information please see: <a href="https://www.castle-climbing.co.uk/privacy-notice">https://www.castle-climbing.co.uk/privacy-notice</a> or if you have any questions please email <a href="mailto:dpo@castle-climbing.co.uk">dpo@castle-climbing.co.uk</a>

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