

## Terms and Conditions for The ArcelorMittal Orbit Abseil

Wire & Sky Limited (referred to herein collectively as “W&S”, “we” or “us”) the operator of an abseil based at the Arcelor Mittal Orbit (“The AMO”), which allows customers (“Abseilers”) to take part in 80 metre abseils off the tower of The AMO from a purpose built platform. W&S places great importance on the safety of Abseilers and all visitors to The AMO.

All persons who wish to purchase tickets for The AMO Abseil (“Tickets”) do so subject to the following terms and conditions. References herein to “you” are to the person purchasing Tickets and (save where the context otherwise requires) to all persons on whose behalf Tickets are purchased who shall also be deemed to have read and understood these terms and conditions.

### A. STATUS OF THESE TERMS AND CONDITIONS AND YOUR BOOKING

1. All Tickets are sold subject to these Terms and Conditions.
2. These Terms and Conditions are important to your visit to The AMO. Please read these Terms and Conditions carefully prior to purchase and raise any queries. Purchase of any Ticket constitutes acceptance of these Terms and Conditions on your behalf and on behalf of any persons for whom you have purchased 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.
3. These Terms and Conditions are subject to change without notice from time to time in our sole discretion. We will notify you of amendments to these terms and conditions by posting them on our website ([www.wireandsky.co.uk](http://www.wireandsky.co.uk)) and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your Tickets.
4. No booking shall be deemed to have been accepted unless accepted by us in writing (which shall include our confirmation of booking email).

### B. YOUR TICKET

1. Only persons holding a valid Ticket will be admitted to The AMO.
2. Please check your Tickets whilst booking or on receipt as mistakes cannot always be rectified after purchase.
3. Your Ticket will be invalidated if it is used by someone other than the person named on it.

4. Any gift cards / vouchers will be invalidated if they have passed their date of expiration.
5. Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with these Terms and Conditions.
6. Price and availability information is subject to change without notice.
7. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or used in connection with the Event.
8. Neither W&S nor any Organiser is liable for any Tickets, which are lost or stolen.

### C. REQUIREMENTS TO ABSEIL OFF THE AMO

#### a) Ticket

1. You must have a valid Ticket, held in your name, which has not been defaced, damaged or altered and has been purchased from an authorised point of sale.

#### b) Minimum/Maximum Requirements

1. Each Abseiler must be:-

- 14 years or older (with parental consent for under 18's)
- A minimum height of 1.2 m
- A weight of less than 19 stone (120kg).
- Able to wear a harness which has a maximum width waist of [130cm] and a maximum upper thigh width of [75cm] which are the maximum measurements of our harnesses.
- If you do not meet these requirements you will not be permitted to Abseil.

2. You may be required to produce proof of identity for any person whom we reasonably consider to be under 18. Failure to provide proof of age may result in entry being refused to any person in your party whom we reasonably believe to be under 18 years of age, unless parental consent has been given.

3. You agree to submit to being weighed if we reasonably believe that you do not meet the weight requirement.

#### c) Alcohol

1. Abseilers must not be under the influence of alcohol or legal or illegal substances which would make it unsafe for them to participate in the Abseil or to understand the Safety Briefing on the day of the Abseil, the Safety Rules and Policies or the safety instructions and advice of the Abseil Guides issued on the day of the Abseil.

2. We operate a zero tolerance policy towards alcohol. You will not be permitted to participate in The AMO Abseil and will not be refunded if you have a blood alcohol reading of more than 0.0% or if you refuse to be breathalysed or if we reasonably believe that you are under the influence of substances (legal or illegal) which would make it unsafe for you to Abseil or make you unable to understand the Safety Briefing on the day of the Abseil, the Safety Rules and Policies or the safety instructions and advice of the Abseil Guides issued on the day of the Abseil.

3. You will be required to make a declaration in the Declaration and Waiver Form that you are not under the influence of drugs or alcohol.

#### d) Physical & Psychological Requirements

1. The AMO Abseil requires physical exertion to complete the Abseil. It is also psychologically challenging. You are required to read details of the AMO Abseil before placing your booking and you acknowledge and agree that you have been made aware of the details of the AMO Abseil activity requirements before placing the booking.

2. Before the Abseil you will be given a Safety Briefing and a copy of our Safety Leaflet, which you must read carefully. You will be required to confirm in the Declaration and Waiver Form that you have fully understood the Safety Briefing and that you have read the Safety Leaflet and made sure that any Under 18's named in your Declaration and Waiver Form also understand them.

3. You must be capable of undertaking the AMO Abseil unaided. You acknowledge that the Instructor will not abseil with you. You acknowledge that you will be responsible for ensuring that you and any of your Supervised minors comply with the safety instructions given to you during the Safety Briefing and by our Abseil Instructors.

4. You are required to notify us in advance if you or any person in you booking needs to take essential medication on the Abseil Experience (e.g. asthma inhaler, diabetic medication or nourishment). You will also need to let your Abseil Instructor know on the day. We may ask you to produce a written note from your General Practitioner or such other medical practitioner as we may reasonably request to verify that it is necessary for you to take the medication onto the AMO Abseil.

5. We cannot allow the carriage of any loose items on to the Abseil platform due to the risk that they pose to other Abseilers. This is in order to protect your health and safety and that of other AMO customers from falling objects.

6. You are permitted to take hearing aids and spectacles onto the AMO Abseil provided they are secure and not loose fitting.

7. We cannot allow assistance dogs onto the AMO Abseil platform. All assistance dogs may be left at owners risk inside the AMO.

8. The forces exerted during the The AMO Abseil may activate or aggravate pre-existing

physical injuries, conditions and symptoms or congenital defects and we shall not have any liability whatsoever for the activation or aggravation of any such injuries, conditions, symptoms or defects save where the same have been caused by our negligence or that of the Operators (as defined in Clause L.4).

9. You are responsible for ensuring that you are in a fit state of health to participate in the The AMO Abseil and are able to undertake the AMO Abseil in a manner which will not put at risk your own health and safety or the health and safety of other Abseilers.

10. We do not recommend the AMO Abseil to people who suffer from vertigo. We are unable to advise you on medical conditions so if you are in any doubt as to whether or not you or your supervised minors are in a fit state of health to participate in the AMO Abseil we would advise you to consult with medical advisors in advance.

11. We will not allow admission of pregnant customers to the AMO Abseil. This is due to the discomfort and/or potential risk of harm to the participant/unborn child which could occur during an abseil whilst pregnant.

12. 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 the visit, which may result in you not being allowed admission without refund. We will use reasonable endeavours to accommodate special access requirements. If requested, you agree to provide a certificate of fitness from your General Practitioner, or such other medical practitioner as we may reasonably request, to confirm that you are in a fit state of health to participate in The AMO Abseil and to provide such further details about your condition as we may reasonably request in order to assist you.

13. If you have any conditions or concerns that may impact your ability to safely complete The AMO Abseil of which you have not notified us in advance then you should notify us on the day of your visit. We will use reasonable endeavours to make arrangements to facilitate your Abseil, however, taking into account your health and safety and that of other Abseilers we may be unable to accommodate your needs and we reserve the right, without refund, to refuse to permit you to participate in The AMO Abseil if we reasonably believe that to allow entrance to The AMO Abseil would jeopardise your health and safety or that of other Abseilers. Whilst we will use reasonable endeavours to accommodate special access requirements, due to the unique nature of The AMO Abseil and our obligations to ensure the health and safety of all customers there may be times when we are unable to accommodate your specific needs.

14. You will be required to confirm in the Declaration and Waiver Form that you do not suffer from any medical condition, which would put your health and safety or that of other Abseilers at risk. We will not have any liability to you whatsoever for any loss, damage or injury suffered by you as a result of your failure to make such reasonable enquiries unless the same is caused by our negligence or that of the Operators (as defined in section L.4 below).

e) Declaration and waiver

You and all members of your party will be required to sign a Declaration and Waiver Form on the day of your visit and prior to your Abseil.

D. CLAUSE D IS NOT USED

E. ARRIVAL TIME

You are required to arrive for the Abseil at least 15 minutes prior to your Abseil time as set out on your Ticket. If you arrive after this time you will not be admitted to The AMO, save at our absolute discretion and you will not be refunded.

F. THE ABSEIL

a) Weather

1. Abseils will take place in all weather conditions except high winds, persistent rain, lightning, heavy snow or ice or other weather conditions, which we reasonably believe make it unsafe to participate in the Abseil.

2. There is a risk that the weather will worsen during the Abseil preparation phase. A refund will not be issued if you choose to leave prior to completing the Abseil because you are dissatisfied with the weather if abseils are still operational.

b) Equipment, clothing and prohibited items

1. We shall supply you with a safety harness and safety equipment which you will need for your Abseil. You must wear this equipment at all times during the Abseil and must not interfere with it in anyway whatsoever after it has been fitted by your Instructor. If you are uncomfortable you must notify your Instructor who will provide assistance.

2. You will not be permitted to take any belongings with you on the Abseil other than the following:-

your spectacles, sunglasses and hearing aid which must be secure and not loose fitting;  
an elasticated band to tie back long hair.

3. In particular but without limitation, the following items are strictly prohibited:-  
any item which is dangerous or may be used as a weapon or may cause damage to The AMO structure; food and beverages; sound, video recording equipment and cameras.

4. Other than as set out in clauses F(b)(1) and (2) above, you are not permitted to take any items on the AMO abseil including, without limitation, cameras, videos, MP3 players, ipods, ipads, handbags, headphones, umbrellas or any other personal items.

5. You will be provided with a small locker or secure area to store belongings which you have brought with you to The AMO. All items are left at your own risk and you must bear this and the limitations on the locker space in mind when deciding which items to bring

with you on the day of your visit. All items which are permitted to be taken onto The AMO pursuant to clause F(b)(2) above are taken at your own risk.

6. Long hair must be tied back using an elasticated band.

7. You must wear appropriate clothing under your harness, which is suitable for the weather conditions. The clothing worn should cover your upper arms, upper legs & body as a minimum, not restrict your movement, obstruct your vision, lead to overheating in warm weather, be too cool for cold weather or become entangled in your safety equipment. For this reason, skirts, dresses, tank tops, short shorts or suchlike are not appropriate. We reserve the right to refuse to allow you to participate in the Abseil if we consider that your clothing does not meet these requirements or otherwise poses a health and safety risk to you or other Abseilers.

8. The consumption of food and beverages is strictly prohibited at any time during The AMO Abseil experience unless such food and beverages is supplied by us as part of a hospitality package or permitted on medical grounds pursuant to clause C(d)(4) above.

9. Pets or other animals of any nature are expressly prohibited on The AMO. Assistance dogs are permitted on The AMO. All assistance dogs may be left at owners risk inside the AMO whilst participants carry out the abseil. However on prior notice we can arrange for a member of staff to guide the assistance dog to the landing zone.

c) Your behaviour

1. Smoking is strictly prohibited within The AMO

2. You will not by your acts or omissions damage or deface the fabric of the building of The AMO, the AMO structure, the equipment used in connection with the AMO Abseil and fixed or fitted to the AMO or any equipment provided to you by us, including, without limitation, harnesses, helmets, abseil devices, Abseiling ropes ("Equipment") or any other property of W&S, the Operators (as defined in clause L.4) or any other Abseilers.

3. You will handle all Equipment solely as directed by your Instructors and will not remove or interfere in any way whatsoever with the Equipment after it has been fitted by your Instructor. If you wish to make any adjustments to the Equipment you must notify an Instructor who will be able to assist.

4. You will not cause any nuisance, distress, annoyance, fear or concern to any other Abseiler or by your acts or omissions interfere with the Instructors' ability to lead the AMO Abseil in a safe manner or encourage or induce another person to do the same. This includes, without limitation, not making any unnecessary noise or making any comments or jokes about the security or safety of the AMO Abseil. Any person acting in breach of this condition will be immediately ejected from the AMO Abseil without refund.

5. You must at all times adhere to the directions and instructions of the Instructors, the safety rules identified in the Safety Briefing, the Safety Rules and Policies and to any other

health and safety procedures and guidelines issued to you on the day of your visit. In addition, normal statutory rules and regulations apply and should be observed during the Abseil. Failure to adhere to this condition will result in you being immediately ejected from the Abseil without refund.

6. You may be ejected from The AMO or may not be permitted into The AMO and will be asked to surrender any Tickets you may hold, if in our reasonable opinion, you or your behaviour poses or is likely to pose a health and safety risk; affects or may affect the enjoyment of other Abseilers; affects or may affect the running of the Abseil; may cause damage to or interfere with the property of W&S or its contractors; is unacceptable; is in breach of these Terms and Conditions; is in breach of the law; is in breach of any rules and regulations of The AMO or The AMO Abseil; may lead to a breach of any licensing conditions; and/or you refuse to leave a prohibited item with our stewards or to be searched and/or you use threatening or abusive or insulting words and/or you appear to be under the influence of alcohol or drugs.

7. In case of emergency please follow instructions and directions from the Abseil Instructors.

8. You must not throw any item, which could cause injury or annoyance to any other person or damage to The AMO or the AMO Abseil structure.

#### d) Risk

We have exercised all due care and skill in operating The AMO Abseil, however, due to the height and outdoor nature of the AMO Abseil it will involve risks, dangers and hazards which may lead to injuries (which may be fatal) including those beyond the reasonable control of W&S including but not limited to injuries which may occur due to exposure to weather conditions and/or negligence of other Abseilers and you undertake the AMO Abseil of your own volition having made aware of the risks involved.

#### G. ABILITY TO REFUSE ADMISSION

In order to ensure the security, safety and comfort of all Abseilers, we reserve the right at our reasonable discretion to refuse you admission to the Abseil or to eject you from the Abseil.

#### H. PHOTOGRAPHY AND RECORDING

1. CCTV and film cameras are in operation at The AMO, this includes filming by the police or security staff carried out for the security of customers and filming to produce souvenir photographs and videos.

2. By purchasing a Ticket and attending The AMO Orbit you give your express consent to all CCTV filming and to your photograph being taken and your Abseil being filmed by us or on our behalf by our contractors and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage").

3. You further hereby agree that any such Footage may be exploited 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 areas of The AMO without any compensation to you. Such use may include, without limitation, the production of souvenir photographs and/or videos for purchase by Abseilers without payment or compensation to you.

4. The copyright of all such Footage shall be owned by W&S or its contractor and may only be used or reproduced by you if you purchase such Footage and only for private or domestic purposes in accordance with these Terms and Conditions and not for any commercial purpose. You must not authorise any other person to apply the Footage to any other goods or services including, without limitation, any clothing or other items that would reasonably be considered to be merchandise. It is illegal to infringe the copyright of another person and we will exercise all legal rights available to us should we discover that you have infringed our copyright. We hereby agree that you may upload the Footage to Social Media sites but not to endorse any goods or services other than those of W&S or the Operators (as defined in clause L.4).

5. Cameras and other image and audio recording devices including mobile phones are not permitted on the AMO Abseil. You hereby agree that if an unauthorised image or sound capture device is taken onto the AMO Abseil, we may confiscate such item for the duration of the Abseil and we may remove or delete any images or sound or other material recorded from such a device that is recording during the AMO Abseil.

## I. REFUNDS AND CANCELLATION

1. Tickets are non-refundable and non-transferable and specific to the Abseil time that you have booked as stated on the Ticket. Tickets cannot be cancelled once they have been booked, except by us, in accordance with clause I.

2. We will use reasonable endeavours to ensure that The AMO is open for abseiling during normal opening hours. However, we reserve the right, in our absolute discretion, to close The AMO whether for safety reasons or otherwise, including, without limitation, as a result of weather conditions or other reasons of Force Majeure (as defined in clause L.9) and with or without prior notice, to close The AMO Abseil or any part of it.

3. It is your responsibility to check that your Abseil has not been cancelled. Information on such matters will be made available as soon as reasonably practicable on our Wire & Sky Facebook site. We will also endeavour to contact you by email or text to inform you of cancellations but cannot guarantee the receipt of such communications. You are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation can sometimes arise immediately prior to an Abseil.

4. If we close an Abseil other than as a result of your acts or omissions then provided that the abseil was not completed before cancellation, the Abseil will be re-scheduled 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 not able to attend at an alternative time we shall have no liability to you whatsoever other than to refund the price paid for the Tickets which you have purchased (less delivery costs where the Tickets have been delivered to you) including, without limitation, no liability for travel or accommodation expenses. Where you have purchased your Ticket from an authorised ticket agent you must apply to the point of sale for refund in accordance with the ticket agent's terms and conditions.

5. In order to claim your refund you must return your Tickets to us within 30 days following the cancellation. Refunds will only be made to the person who purchased the Tickets.

6. Tickets will only be refunded for the reasons set out in clause 1(4) above or otherwise at our absolute discretion but for the avoidance of doubt will not be refunded where:-

a) admission has been refused, you have been ejected and/or the Abseil has been closed due to:

(i) your acts or omissions or those of any minor under your supervision;

(ii) your failure to adhere to or meet the requirements set out in clauses (C),(E) and/or (F);

(iii) your breach of these Terms and Conditions or your failure to adhere to the Safety Rules and Policies or the Safety Briefing or the instructions of your Abseil Instructor or any other health and safety guidelines issued by us or our contractors;

(iv) your late arrival for your Abseil (less than 15 minutes before your scheduled slot);

(v) you having special access requirements of which you have 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 entrance to the AMO Abseil would jeopardise your health and safety or that of other Abseilers;

(vi) your failure to adhere to the advice set out in clause C(d) and our reasonable belief that to allow participation in the AMO Abseil would jeopardise your health and safety or that of other Abseilers;

b) you decide you do not wish to participate in the AMO Abseil due to the weather, where the AMO is open and abseils are running;

c) you change your mind about wishing to participate in the Abseil on arrival or once you have commenced the Abseil training;

d) any other grounds set out in these Terms and Conditions where we specify that a refund will not be made including without limitation, for any reason as set out in clauses (C),(E) and/or (F);

J. CLAUSE J IS NOT USED.

K. CLAUSE K IS NOT USED.

L. LIABILITY

1. Nothing in these Terms and Conditions shall exclude liability for death or personal injury for which liability cannot legally be excluded, limited or modified.

2. Subject to clause L.1 above, express or implied guarantees, warranties, indemnities or representations are expressly excluded to the maximum extent permitted by law.

3. If any guarantee, warranty or other condition implied or express under these Terms and Conditions cannot be excluded and/or if we are otherwise liable to you in any way whatsoever, then our liability will be limited at our discretion to rebooking your Tickets or, where this is not possible, the refund of the face price of the Tickets you have purchased and any service charges applicable to those Tickets but not the delivery fee where the Tickets have already been delivered to you.

4. You agree that neither we nor our holding companies or subsidiaries or any subsidiaries of our holding companies, our contractors, sub-contractors, agents or professional advisors or our respective employees or officers (the "Operators") will be liable for any loss, injury or damage to any person (including you) or property however caused: (a) in any circumstances where there is no legal duty of care owed by an Operator or there is no breach of a legal duty of care owed by an Operator or (b) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions and/or your negligence.

5. You agree that no Operator shall be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with The AMO Abseil and/or our obligations hereunder including but not limited to loss of profit, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) this agreement.

6. You agree that no Operator will have any liability to you whatsoever for expenses incurred in connection with the AMO Abseil or any cancellation or refusal of admission to or rejection from the AMO Abseil, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the AMO Abseil or cancellation of the AMO Abseil.

7. No Operators will have any liability to you whatsoever for damage caused to any goods or items, which are taken by you into The AMO or left in lockers provided by us, and all such items are brought and left at your own risk.

8. To the fullest extent permitted by law, we exclude liability for loss, damage or injury arising from any breach by you of these Terms and Conditions; any failure to adhere to the directions or instructions of your Abseil Instructor, the Safety Rules and Policies or the Safety Briefing; any pre-existing medical or psychological condition including any condition which may be aggravated by the Abseil; any delay in a scheduled Abseil; any lack of visibility on the AMO Abseil due to weather conditions; any medical condition, such as vertigo, which you may develop as a result of visiting the AMO Abseil; any distress, inconvenience or anxiety caused during the course of The AMO Abseil and/or any evacuation of The AMO in the event of an incident.

9. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond our or our contractors' control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Save as otherwise set out in clause I, neither we nor our contractors will be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

10. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach of these Terms and Conditions or your acts or omissions, whether negligent or otherwise.

11. The information contained on the W&S website and our booking system is believed to be correct. However, we are unable to accept responsibility for any errors or omissions and reserve the right to amend any part of it if such alterations are thought to be necessary. The photographs produced on this website and the online booking system are intended to give a general impression of the AMO Abseil and what you may expect from your experience, however, they are not intended to exactly represent your experience and are included for illustrative purposes only.

## M. GENERAL

1. To the fullest extent permissible in law, we shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.

2. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.

3. If we delay or fail to enforce any of these Terms and Conditions it shall not mean that we have waived our right to do so.

4. Any person, other than W&S or an Organiser, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to

enforce any term of these Terms and Conditions.

5. Nothing in these Terms and Conditions and no action taken by you or us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and us.

6. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.

7. These Terms and Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English Courts.