

ArcelorMittal Orbit Abseils Terms and Conditions for Group Organisers

- 1. Background on Wire & Sky, the Abseil Operator:** Engie, the operating company of The ArcelorMittal Orbit, selected Wire & Sky in 2015, to become their abseil operator. This was part of a competitive tender process and as such all operational practices were interrogated with due diligence – including risk assessments and method statements, qualification checks with accrediting bodies (The Mountain Training Board and The Industrial Rope Access Trade Association), insurance and business certification checks. The abseiling event is insured by Wire & Sky’s insurance (a copy of which will be supplied).
- 2. Staffing:** Wire & Sky will supply all abseil staff plus an event coordinator on the day (normally 5 staff). In addition, we request that you provide 2 members of staff / volunteers (including the Event Organiser) to man a designated charity desk and hand out charity information as required. These staff should be covered under your Event Public Liability insurance. Also, please note that if you have U18’s abseiling, you may be required to supply additional staff required for the 1:2 ratio of supervising adults to U18 year olds.
- 3. Participant numbers:** 70 is the agreed number of participants and is the maximum number that we can instruct and dispatch per day. This is based on all participants arriving **15 minutes before their allocated time** and taking the average amount of time to complete the abseil. In the event that you have high numbers of participants who require additional time and support to complete the abseil (for example if you have participants with disabilities; health conditions; are not regularly active, or have a limited amount of upper body strength; or are nervous and require additional encouragement to step off the platform), it may not be possible to process all participants within the allocated time (**Strictly: 10am - 6pm for Health & Safety reasons**). If you are concerned about this issue we suggest you allow for this in your schedule.
- 4. Marketing:** Any marketing material produced must be consistent with the information provided by Wire & Sky. Please use authorised digital photos supplied by Wire & Sky and contact us if for any reason you have not already received some. In particular, we ask group organisers **NOT** to advertise specific dates before they have had their abseil booking confirmed with us first (this must be done by completing a booking form and receiving an email confirmation from us). Also, please note that the venue must be referred to in its full name as the “ArcelorMittal Orbit” at all times and the Park as “Queen Elizabeth Olympic Park”.
- 5. Cancellation:** If you cancel the activity up to 60 days before the date, a 50% cancellation fee will be incurred to cover costs. If the activity is cancelled between 60 - 30 days prior to the event a 70% cancellation charge is applicable. If the activity is cancelled within 30 days from the planned event a 100% cancellation fee will be incurred. Postponement / rescheduling of bookings will be subject to the same cancellation terms and conditions as described above.
- 6. Event Information:** The Event Organiser should distribute the following to participants:
 1. Individual Terms & Conditions (also available on our website)
 2. The Abseil Information and Safety Leaflet (also available on our website)
 3. The Declaration & Waiver Form (for information only – to be signed online in the link sent via Smart Waiver, or on the day)
 4. The Parental Consent form (to U18’s only)

Wire & Sky shall not be held responsible for any resulting consequences of participants not having received the aforementioned documents. Participants should be informed that they will have to sign a Declaration & Waiver form before the event via an online link to ‘Smart Waivers’ or on the day of the event, to accept that they have read the terms and conditions.

7. **Rescheduled W&S participants:** If abseil slots are not sold by the charity, Wire & Sky reserves the right to reschedule participants who have been postponed from previous abseils due to bad weather onto these slots, so long as these do not conflict with the charity's best interests.
8. **Adverse Weather:** Due to the nature of the ArcelorMittal Orbit Abseil and the exposure of the abseil platform to the elements, we reserve the right to cancel or postpone the activity in the event of poor weather conditions. These may include but are not limited to: strong winds, heavy rain, snow, ice, hail, lightening, storms. With weather related cancellations and postponements, we will undertake to give you as much notice as possible, but there may be certain situations whereby you receive short notice, although we will do all that we can to avoid this. If postponements occur, an alternative date will be offered at no additional fee. Wire & Sky will not cover any other costs incurred by your organisation or participants in the event of cancellation or postponement.
9. **Unforeseen Safety Concerns:** The event will be conducted professionally and all relevant health and safety regulations will be adhered to, but we reserve the right to cancel or postpone the activity in the event of any unforeseen safety concerns, which could potentially place participants or staff at risk.
10. **Physical Demands:** Abseils are mentally and physically demanding and as such should be considered before participating in. Wire & Sky should be made aware of any participants with potential health problems prior to the event. Wire & Sky operates a zero tolerance policy and will not allow any persons deemed under the influence of drink or drugs to participate. A refund will not be provided in these circumstances. If a participant is in doubt about any medical condition that may impact their ability to abseil, they should obtain a doctors opinion and confirmation that they are fit to abseil. Any questions please contact info@wireandsky.co.uk.
11. **Late Arrival:** Wire & Sky reserves the right to refuse to admit abseil participants that arrive late for their allocated slot. Due to Health & Safety requirements for Wire & Sky staff, they are required to adhere to strict operating hours, so on busy days, tardiness is likely to result in abseil participants forfeiting their slots. Please ensure all abseil participants are clearly briefed on this matter and are strongly encouraged to arrive at least **15 minutes before** their abseil booking.
12. **AMO Entry:** All abseiling participants are subject to our usual terms of entry to the ArcelorMittal Orbit. All supporters (non-abseiling friends and family) will be required to purchase entry tickets to the venue should they wish to watch abseilers embark and arrive at ground level (check entry prices at www.arcelormittalorbit.com). We do ask however, that you ensure they never enter the designated exclusion zone where the abseilers arrive at ground level, due to the risk of injury caused by items falling from height.
13. **Disabilities:** Wire & Sky welcomes abseil participants with disabilities however we require Event Organisers to provide details of the disabilities of each potential abseil participant, prior to booking, in order that we can conduct risk assessments and determine what special measures we may need to put in place. Please provide this information before booking and at least 2 weeks before the abseil event.
14. **Access Restrictions:** You must ensure that all abseil participants are aware of and adhere to all entry restrictions for the abseil as set out in the individual ArcelorMittal Orbit Abseil terms and conditions.

Note: In these terms and conditions, references to "we", "our", "us" and "Wire & Sky" refer to 'Wire & Sky Ltd', a company registered in England with the registered office at 24 Holborn Viaduct, City of London, London, EC1A 2BN and registered number 07074820. References to "you", "your" and "customer" are references to the Charity.

This agreement supersedes all previous agreements (if any) between the parties.

This agreement shall be governed by and constructed in accordance with the laws of England and Wales.
