

## Terms and Conditions for BA i360 iDrop

Wire & Sky Limited (referred to herein collectively as “W&S”, “we” or “us”) is the operator of an iDrop based at the BA i360, which allows customers to take part in 131 metre descent off the tower of The BA i360 from a purpose-built pod. W&S places great importance on the safety of customers and all visitors to The BA i360.

All persons who wish to purchase tickets for The BA i360 iDrop (“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 BA i360 iDrop. 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 BA i360 iDrop.
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 PARTICIPATE IN THE BA i360 iDROP

##### a) Ticket

1. You must have a valid Ticket (physical or electronic), 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 participant must be: -

- 14 years or older (with parental consent for under 18s and supervision at a 1:2 ratio)
- A minimum height of 1.2 m
- A weight of less than 19 stone (120kg).
- A minimum weight of 6.3 stone (40kg)
- Able to wear a harness which has a minimum width waist of [70cm] and a maximum width waist of [160cm]
- Leg loops are a minimum upper thigh width of [30cm] and a maximum upper thigh width of [100cm] which are the maximum measurements of our harnesses.
- If you do not meet these requirements you will not be permitted to participate.

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.

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

##### c) Alcohol

1. Participants must not be under the influence of alcohol or legal or illegal substances which would make it unsafe for them to participate in the activity or to understand the Safety Briefing on the day of the BA i360 iDrop, the Safety Rules and Policies or the safety instructions and advice of the BA i360 iDrop Guides issued on the day.

2. You will not be permitted to participate in The BA i360 iDrop and will not be refunded if you have a blood alcohol reading above zero or if we reasonably believe that you are under the influence of substances (legal or illegal) which would make it unsafe for you to do the BA i360 iDrop or make you unable to understand the Safety Briefing on the day of the activity, the Safety Rules and Policies or the safety instructions and advice of the BA i360 iDrop Guides issued on the day.

#### d) Physical & Psychological Requirements

1. The BA i360 iDrop requires physical exertion to complete. It is also psychologically challenging. You are required to familiarise yourself with the nature of the BA i360 iDrop before placing your booking and you acknowledge and agree that you have been made aware of the details of the BA i360 iDrop activity requirements before placing the booking.

2. Before the BA i360 iDrop you will be required to confirm in the Declaration Form that you fully understand the nature of the activity and the associated risks. Any Under 18s named in your Declaration Form must also understand and acknowledge these.

3. Before the BA i360 iDrop you will be asked to sign a Declaration Form, which you must read carefully. You will be required to confirm in the Declaration Form that you will abide by all issued safety instructions and any Under 18s you are signing for will also follow them.

4. You must be capable of undertaking the BA i360 iDrop unaided. You acknowledge that the Instructor will not participate 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 Instructors.

5. If you have an existing medical condition you must consult your medical practitioner prior to the activity to assess whether you are fit to do the BA i360 iDrop or not. It cannot be the responsibility of Wire & Sky to determine your health on the day. Should you arrive on the day to do the BA i360 iDrop and declare that you have a medical condition and are unsure whether you are fit to participate, we reserve the right to refuse entry with no refund. If you or any person in your booking needs to take essential medication on the iDrop Experience (e.g. asthma inhaler, diabetic medication or nourishment) please let the team know.

6. We cannot allow the carriage of any loose items on to the BA i360 iDrop due to the risk that they pose to other participants. This is in order to protect your health and safety and that of others (spectators, passers-by) from falling objects. You acknowledge and confirm that you will not take loose items onto the BA i360 iDrop including mobile phones.

7. You are permitted to take hearing aids and spectacles on the BA i360 iDrop provided they are secure and not loose fitting.

8. We cannot allow assistance dogs into the BA i360 pod. All assistance dogs must be left on the ground unless express permission has been granted by the BA i360.
9. The forces exerted during the The BA i360 iDrop 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 I.4).
10. You are responsible for ensuring that you are in a fit state of health to participate in the BAi360 iDrop and are able to undertake the BA i360 iDrop in a manner which will not put at risk your own health and safety or the health and safety of other participants.
11. We do not recommend the BA i360 iDrop 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 BA i360 iDrop we would advise you to consult with medical advisors in advance.
12. We will not allow admission of pregnant customers to the BA i360 iDrop. This is due to the discomfort and/or potential risk of harm to the participant/unborn child which could occur during the activity whilst pregnant.
13. It is your responsibility to notify us in advance of placing your booking of any special access requirements you may have (at least two weeks prior to the BA i360 iDrop), 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 and ask you to provide further details about your needs as we may reasonably request in order to assist you.
14. You will be required to confirm in the Declaration Form that you are not suffering from any medical condition, which would put your health and safety or that of other participants 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 I.4 below).

#### e) Declaration

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

#### D. ARRIVAL TIME

For the purpose of registration, you are required to arrive at least 15 minutes prior to the time as set out on your Ticket. If you arrive after this time you will not be admitted to the BA i360, at our absolute discretion and you will not be refunded.

#### E. THE BA i360 iDROP

## a) Weather

1. The BA i360 iDrop 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 activity.
2. There is a risk that the weather will worsen during the BA i360 iDrop preparation phase. A refund will not be issued if you choose to leave prior to completing the BA i360 iDrop because you are dissatisfied with the weather if the activity is 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 BA i360 iDrop. You must wear this equipment at all times during the BA i360 iDrop 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 iDrop other than the following: your spectacles, sunglasses and hearing aid which must be secure and not loose fitting; an elasticated band to tie back longhair.
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 BA i360 structure; food and beverages.
4. Other than as set out in clauses E(b)(1) and (2) above, you are not permitted to take any items on the BA i360 iDrop including, without limitation, phones, cameras, videos, MP3 players, iPod, iPad, handbags, headphones, umbrellas or any other personal items.
5. All items which are permitted to be taken onto The BA i360 pursuant to clause E(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 BA i360 iDrop if we consider that your clothing does not meet these requirements or otherwise poses a health and safety risk to you or other participants.
8. The consumption of food and beverages is strictly prohibited at any time during The BA i360 iDrop 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) (5) above.

9. Pets or other animals of any nature are expressly prohibited in The BA i360 pod. Assistance dogs may be left at ground level at the owners risk whilst participants carry out the iDrop and with 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 BA i360
2. You will not by your acts or omissions damage or deface the fabric of the building of The BA i360, the equipment used in connection with the BA i360 iDrop and fixed or fitted to the BA i360 or any equipment provided to you by us, including, without limitation, harnesses, helmets, devices, ropes ("Equipment") or any other property of W&S, the Operators (as defined in clause I.4) or any other participants.
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 participant or by your acts or omissions interfere with the Instructors' ability to lead the BA i360 iDrop 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 BA i360. Any person acting in breach of this condition will be immediately ejected from the BA i360 iDrop 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 activity. Failure to adhere to this condition will result in you being immediately ejected from the activity without refund.
6. You may not be permitted onto The BA i360 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 participants; affects or may affect the running of the BA i360 iDrop; 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 BA i360 or The BA i360 iDrop; 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 Instructors.
8. You must not throw any item, which could cause injury or annoyance to any other person or damage to The BA i360.

#### d) Risk

We have exercised all due care and skill in operating The BA i360 iDrop, however, due to the height and outdoor nature of the BA i360 iDrop, 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 participants and you undertake the BA i360 iDrop, of your own volition having made aware of the risks involved.

#### F. ABILITY TO REFUSE ADMISSION

In order to ensure the security, safety and comfort of all participants, we reserve the right at our reasonable discretion to refuse you admission to the BA i360 iDrop or to refuse to allow you to participate in the activity.

#### G. RECORDING

1. CCTV and film cameras are in operation at The BA i360, 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 BA i360 iDrop, you give your expressed consent to all CCTV filming and your descent being filmed by us or on our behalf by our contractors and to your actual or simulated likeness being included within any film, audio and/or audio-visual 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 BA i360, without any compensation to you. Such use may include, without limitation, the production of souvenir photographs and/or videos for purchase by participants 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 1.4).

5. Cameras and other image and audio recording devices including mobile phones are not permitted on the BA i360 iDrop. You hereby agree that if an unauthorised image or sound capture device is taken onto the BA i360 iDrop, we may confiscate such item for the duration of the BA i360 iDrop and we may remove or delete any images or sound or other material recorded from such a device that is recording during the BA i360 iDrop.

## H. REFUNDS AND CANCELLATION

1. Tickets are non-refundable and specific to the BA i360 iDrop time that you have booked as stated on the Ticket. Tickets cannot be cancelled once they have been booked, except by us.
2. We will use reasonable endeavours to ensure that the BA i360 is open for the iDrop during normal opening hours. However, we reserve the right, in our absolute discretion, to close the BA i360 iDrop, whether for safety reasons or otherwise, including, without limitation, as a result of weather conditions or other reasons of Force Majeure and with or without prior notice, to close the BA i360 iDrop, or any part of it.
3. It is your responsibility to check that your BA i360 iDrop has not been cancelled. Information on such matters will be made available as soon as reasonably practicable via our Wire & Sky Website([www.wireandsky.co.uk](http://www.wireandsky.co.uk)) and social media platforms. We will also endeavour to contact you by email, phone and/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 BA i360 iDrop.
4. If we close an BA i360 iDrop other than as a result of your acts or omissions then provided that the BA i360 iDrop was not completed before cancellation, the BA i360 iDrop 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 speak to a member of the Wire & Sky team 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 above (4) 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 BA i360 iDrop has been closed due to:
    - (i) your acts or omissions or those of any minor under your supervision;
    - (i) your failure to adhere to or meet the requirements set out in clauses (C), (D) and/or (E);



(ii) 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 Instructor or any other health and safety guidelines issued by us or our contractors;

(iii) your late arrival at the BA i360 iDrop (less than 15 minutes before your scheduled slot);

(iv) 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 / or we reasonably believe that to allow entrance to the BA i360 iDrop, would jeopardise your health and safety or that of other participants;

(v) your failure to adhere to the advice set out in clause C(d) and our reasonable belief that to allow participation in the BA i360 iDrop, would jeopardise your health and safety or that of other participants;

b) you decide you do not wish to participate in the BA i360 iDrop, due to the weather, where the BA i360 iDrop, is open and running;

c) you change your mind about wishing to participate in the BA i360 iDrop on arrival or once you have commenced the BA i360 iDrop 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) (D) and/or (E);

## I. 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 I.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 BA i360 iDrop, 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 BA i360 iDrop, or any cancellation or refusal of admission to or rejection from the BA i360 iDrop, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the BA i360 iDrop, or cancellation of the BA i360 iDrop.
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 BA i360, 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 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 BA i360 iDrop; any delay in a scheduled BA i360 iDrop; any lack of visibility on the BA i360 iDrop, due to weather conditions; any medical condition, such as vertigo, which you may develop as a result of visiting the BA i360 iDrop; any distress, inconvenience or anxiety caused during the course of the BA i360 iDrop, and/or any evacuation of the BA i360, 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. 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 BA i360 iDrop 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.

## J. 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.