

DUNNOTTAR CASTLE

Conditions of Sale and Entry (Online Sales)

Entrance to Dunnottar Castle together with its surrounding grounds (the "**Castle**") is strictly in accordance with the terms and conditions set out below on our website www.dunnottarcastle.co.uk ("**Website**"). By purchasing an admission ticket and entering the Castle, you agree to be bound by these terms and conditions.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. Our contact information is listed below.

Please note, when we use the words "**writing**" or "**written**" in these terms, this includes emails.

1. Our Contract with you

1.1 Who we are

The Castle is owned by The Dickinson Trust Limited (Company No. 00214811), Trustee for the Dunnottar Trust and operated on behalf of the beneficially entitled party ("**we**" or "**us**").

1.2 Placing an order

You can place your booking through our Website. Upon selecting the attractions and/or events you wish to attend and admission tickets you wish to purchase, you will be guided through the process of placing an order. Please note, when ordering tickets you will be asked to select a specific time frame for admission. Tickets must be used within this timeframe specified to be valid.

1.3 Acceptance of orders

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

1.4 Orders unable to be accepted

If we are unable to accept your order, we will inform you of this and will not charge you for the tickets purchased. This might be because of limited availability of tickets, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the tickets selected.

1.5 Order number

We will assign an order number to your order and tell you what it is when we email you to accept your order. You must use this order number as proof of purchase.

1.6 Checking orders

It is your responsibility to check your order and details of tickets selected throughout the online purchase process as mistakes cannot always be rectified.

1.7 Details on our Website

We will take all reasonable care to ensure that all details, descriptions and prices of items appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order.

We may update and change our Website from time to time to reflect changes to our products, our users' needs and our business priorities.

We do not guarantee that our site, or any content on it, will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

1.8 Admission Charges

Current price of admission is displayed on our Website. We may vary the price from time to time and reserve the right to increase the admission charges without notice if, for example, there is a special event being held in the Castle.

It is always possible that, despite our best efforts, the tickets we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid for tickets not yet used.

We accept payment with any of the payment methods listed at the payment stage of our checkout process. You must pay for the tickets before we dispatch them to you by email.

2. Providing the tickets

Our tickets will be made available to you by email when purchasing via our Website. You will own the tickets once we have received payment in full.

We may need certain information from you so that we can supply the tickets to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the tickets late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

3. Rescheduling, Cancellations and Refunds

3.1 Our rights to cancel the contract

We may end the contract for tickets at any time by writing to you if:

- you do not make any payment to us when it is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the tickets, for example, email address details;
- we are unable to provide access to the Castle for your scheduled booking due to the reasons set out in clause 5.1; or
- other circumstances that we may deem commercially appropriate.

3.2 Your rights to a refund if we cancel

We will contact you in advance to tell you we need to cancel your visit, unless the problem is urgent or an emergency. If we have to cancel your scheduled booking then you will automatically receive a full refund via the Eventbrite booking system, by the method you used for payment, for any sums paid in advance for tickets that have not been used. We will make any refunds due to you as soon as possible.

4. Your rights to end the contract

4.1 If you choose to cancel

Admission tickets are non-refundable. No refunds will be made if you choose to cancel, unless you are exercising your right to cancel due to something we have done or are going to do, as detailed in clause 4.2 of these terms.

4.2 Ending the contract because of something we have done or are going to do

If you are ending a contract because of something we have done or have told you we are going to do, as detailed in the list below in this clause 4.2, the contract will end immediately and we will refund you in full for any tickets which have not been used and you may also be entitled to compensation. The reasons are:

- we have told you about an upcoming material change these terms which you do not agree to;
- we have told you about an error in the price or description of the tickets you have ordered and you do not wish to proceed;
- there is a risk that the ability to visit the Castle may be significantly delayed because of events outside our control;
- we have suspended visits to the Castle due to any of the reasons set out in clause 5.1; or
- you have a legal right to end the contract because of something we have done wrong.

If you end the contract for a reason not listed in clause 4.2 then the contract will end immediately but you will **not** be entitled to any refund or compensation.

If you wish to exercise your legal rights to reject the tickets purchased please contact us at tickets@dunnottarcastle.co.uk.

5. Admissions

5.1 Admission

Tickets purchased will be valid for admission on the date and time frame as agreed with you during the order process only. This entitles you to have access to all parts of the Castle.

We reserve the right to close all or part of the Castle without notice in the event of:

- severe weather;
- if underfoot conditions render access to certain areas inadvisable;
- to deal with technical problems or make minor technical changes;
- to make changes to our safety measures in the Castle to reflect changes in relevant laws and regulatory requirements;
- in accordance with relevant government guidance; or
- any unforeseeable circumstances that are reasonably outwith our control.

We also reserve the right to close all or part of the Castle without notice for the purpose of carrying out necessary repairs or if a special event is taking place at the Castle.

5.2. Opening Dates

Annual opening dates and times of the Castle are published in advance and are contained in the current season's publicity. Public admission to the Castle is not allowed outside those periods other than by prior arrangement.

We reserve the right to vary the opening dates and times of the Castle. Furthermore, we reserve the right to close the Castle without notice.

5.3 Receipts

Visitors should ensure they obtain and keep an admission ticket as proof of payment of the admission charge. We may carry out random checks from time to time and any visitor not in possession of an appropriate ticket may be required to leave the Castle.

5.4 Concession

We may request sight of valid ID to show eligibility for concessions. Failure to do so may result in admission being refused without refund. We reserve the right to limit the number of concessions available.

5.5 Entrance

We reserve the right to refuse admission in our sole and absolute discretion without assigning any reason therefore, to any person or group of people. Furthermore, visitors found causing damage, who breach these terms and conditions or, who behave offensively may be required to leave the Castle. Visitors should not behave in any way which, in our opinion, is likely to cause damage or is deemed to be dangerous or pose a threat to the health and safety to either themselves or others, and any visitor so behaving may be asked to leave the Castle.

5.6 Parking

Visitors may park their cars in the private car park reserved for Castle visitors for half an hour before and after the allocated ticket time only.

Parking at the Castle is at your own risk. We shall not be responsible for any theft of or damage to any vehicle parked at the Castle.

5.7. Use of facilities

While in the Castle, you are entitled to use the facilities available, for example toilets and the information room. We reserve the right to close any facilities without notice in unavoidable circumstances.

5.8. Right of refusal

We reserve the right to refuse admission to the Castle where you have not adhered to any provision of these terms.

6. Accessibility considerations

Whilst we welcome all visitors to the Castle, please be aware that due to steep gradients within the Castle and over the cliffside approaches, the Castle is generally unsuitable for those who have difficulty in walking over rough or steep ground.

7. Visitor obligations

7.1 Compliance with the Castle staff's instructions

You will comply with instructions provided to you by the Castle staff.

7.2 Allocated time slots

As detailed above, when purchasing tickets you will be required to select a specific time slot for your visit to the Castle. Your ticket shall only be valid for the duration of such allocated time slot. Once the duration has expired, you agree to leave the Castle promptly.

7.3 Safety of Visitors

We take the health and safety of all of our visitors very seriously. Therefore, when visiting the Castle, we ask that our visitors ensure the following:

- Access to the Castle must be taken by the clearly identifiable paths and tracks provided. Public entrance to the Dunnottar Castle itself is **ONLY** through the pedestrian entrance door to the Castle.
- You will queue for entrance to the Castle on marked out points, where indicated.
- You will not stray from the clearly identified paths and areas of mown grass. If one-way systems are in place, you will follow directions regarding where and how you can walk around the Castle, and will comply with any controls over how and where you can stop and linger in the Castle.
- You will comply with all notices.
- You are prohibited from crossing any fences or barriers.

- You are responsible for ensuring that you wear footwear suitable for walking in the Castle and that you are fit enough to undertake a visit which involves steep gradients. You are also expected to exercise due diligence and care when going round the Castle bearing in mind the condition and the variety of surfaces and gradients that may be encountered.
- You are responsible for adhering to government guidance on social distancing and if require in line with government guidance, to wear the government guidance prescribed protective equipment, including face masks.
- You will not attend the Castle if you are aware that you are experiencing any symptoms of illness that may be contagious to others. In particular, please see the section of our website regarding the coronavirus disease (COVID-19) www.dunnottarcastle.co.uk/covid19-guidance/. If any visitor, upon arriving to the Castle, appears to be displaying such symptoms, they will be refused entry.

We reserve the right to limit items which may be brought into the Castle and to search bags, and persons before granting entry. Persons entering the Castle agree to such searches and we reserve the right to refuse entry to, or to eject from the Castle, anyone refusing to submit to such a search.

Any visitor that, in the reasonable opinion of our staff members, fails to comply with their visitor obligations under these terms, may be asked to leave the Castle immediately.

7.3 Children

All children must be properly supervised and parents / guardians shall be held responsible for their children.

7.4 Dogs

Dogs must be kept on short leads at all times while in the Castle and owners shall respect the considerations of other visitors to the Castle. Owners must clear up after their dogs and dispose of the waste in suitable bins.

7.5 Litter

You shall not leave litter within the Castle. Litter should be taken away by you, or placed in the receptacles provided.

8. Visitor Restrictions

8.1 Filming/Photography

You may not film or photograph **for commercial purposes** in the Castle without first obtaining the appropriate permit from the Estates Office.

8.2 Alcohol

You are prohibited from taking into and consuming alcohol at the Castle.

8.3 Smoking

Smoking is not permitted within the Castle.

8.4 Metal Detectors

The Castle is a scheduled ancient monument and as such, the use of metal detectors within the grounds is prohibited under the Ancient Monuments and Archaeological Areas Act 1979.

8.5. Cuttings and removal of stone and other items

The taking of cuttings or plants (or the removal of any form of plant materials or labels or the intentional or reckless damaging of turf or plants), or the taking of any stone or any other item or "souvenir" from the Castle, is prohibited and may be a criminal act. We reserve the right to report all such matters to the police.

9. Damage by visitors

You may be held liable for any damage, loss or destruction caused by you or any person or animal under your control to the Castle and / or its contents, or for any injury caused by an act or omission on your part to any of the Castle staff or other visitors to the Castle.

10. Liability

We accept no liability for lost or stolen admission tickets, and we will not refund you for unused admission tickets, in those circumstances. You will need to purchase replacement admission tickets.

Nothing in these terms and conditions is intended to affect your statutory rights. Save in relation to liability for death or personal injury, The Dickinson Trust Limited (Company No. 00214811), Trustee for The Dunnottar Trust and/or the beneficially entitled party and their respective employees and agents will not accept liability for any damage or loss howsoever caused to the property or animal(s) of any person who enters the Castle, or parks their vehicle within the Castle grounds.

11. Data Protection

We will collect, use, store and disclose your personal details in accordance with our privacy notice, a copy of which is available on our Website or at the Castle.

12. Other important terms

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Unless we have granted permission to you, you cannot sell or otherwise transfer such ticket purchased for profit or commercial gain.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide you with tickets, we can still require you to make the payment at a later date.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Retail ADR via their website at <http://www.retailadr.org.uk>. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/main/>, a portal through which you can submit a complaint to a registered Alternative Dispute Resolution Provider. However, please note, Retail ADR is the approved Alternative Dispute Resolution Provider for the United Kingdom and so it is likely that disputes logged via the EU ODR Platform will be dealt with under the Retail ADR dispute resolution procedure in any event.

These terms and conditions shall be governed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

13. Contact

You can contact us by telephoning our customer service team at 01569 766320 or by emailing us at tickets@dunnottarcastle.co.uk

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.