

# Terms & Conditions

## 1. WEBSITE USE AND SECURITY

1. The website <http://www.breakinescaperooms.co.uk/> hereinafter the website is owned and operated by Breakout Escape Rooms Ltd., hereinafter the company. The company holds the right to amend or vary the terms and conditions below including any of the contents of this website from time to time at its sole discretion without prior notice.
2. The terms and conditions apply to the use of the website by any visitor and should be read carefully before any use.
3. The company does its best to supply you with the most up to date and accurate information on the website.
4. The website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website without the written consent of the company.
5. You are not permitted to link to, or use all, or any part of the the website for any purpose which is fraudulent, unlawful, defamatory, harmful, obscene or objectionable.
6. You accept that the Internet is not fully secure. The company will take all appropriate steps to protect your information.
7. The company shall not be liable to any person for any direct or indirect, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of any use of the website.
8. By booking your experience and making a purchase on this website, you and all players in your team agree to be bound by the following Terms and Conditions. Please make sure that all players in the team have read and understood all the Terms and Conditions before proceeding to booking your experience.
9. Nothing in these Terms and Conditions are intended to affect your statutory rights.
10. We hold the right to amend or vary these Terms and Conditions including any of the contents of this website from time to time without prior notice.
11. All of these terms and conditions are governed by English Law and any disputes or claims will be dealt with by the Courts of England
12. This website collects and stores your personal details that you provide. We will take all appropriate steps to protect your information and will not disclose it to any third party in accordance with the Data Protection Act 1998.
13. You must not use our website in any way that causes, or may cause, damage, impairment of the availability or accessibility, or in any way in connection with, any unlawful, illegal, fraudulent or harmful purpose or activity.
14. This website may contain hyperlinks to third party websites and the operation of those websites is out of our control. You may use them at your own risk and we accept no liability for any damage arising out of the use of those websites.

15. We shall not be liable to any person for any direct or indirect, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement to goods or services, loss or damage to data or business interruption, arising out of the use of our website.

## **2. GENERAL**

1. Nothing in these terms and conditions is intended to affect your statutory rights.
2. The game is designed for a team of 3-6 people per room. Minimum participants per event is 3 people, and the maximum is 6 people.
3. The trade marks and logos displayed on the website are the property of the company. You are not permitted to use these without a written consent of the company and you accept that any such use may constitute an infringement of the relevant proprietor's rights.
4. These terms and conditions and any contract concluded incorporating these terms and conditions shall be governed by English law and all disputes shall be submitted to the exclusive jurisdiction of the English courts.
5. The company collects and stores your personal details without disclosing it to any 3rd party and is dedicated to ensure that the privacy of your personal information is protected in accordance with the Data Protection Act 1998.
6. Due to the nature of the game no recordings can be taken inside the room. That includes (without limitation) the use of mobile phones, recording devices (video and/or audio) and cameras. The use of such a device in the room is not permitted at any time.
7. For safety and security purposes, the company reserves the right to record games and keep the recordings for up to 48h from the start of the game.
8. The company expects visitors not to disclose any details of the game directly or indirectly to the public.
9. The company may contact you from time to time with offers and promotions via email or phone.
10. The company is entitled to charge the guests for any damage which is intentional and/or caused by misuse of items.
11. While you are on our premises, you must ensure to conform to our codes and regulations, adopt proper standards of behaviour, and cooperate with our employees.
12. The company does not tolerate any forms of harassment, anti social behaviour or abuse (verbal or physical), towards its staff and/or customers. Any instances of the above will result in the immediate termination of your game and possible prosecution without refund.

## **3. BOOKINGS**

1. The price of a game is stated on the website under the booking section.
2. The price is set according to number of people within the same booking (maximum 6 persons) and to the timing of the week.

3. The only language available for the conclusion of a contract online is English.
4. Only person(s) who are at least 16 years of age are permitted to book a Game.
5. This is a live event game, and once the booking is confirmed, we can not accept any cancellations or give any refunds.
6. Any purchase on the website is only valid when processed by the company. You shall receive a confirmation once your booking is processed.
7. If you wish to transfer your booking(s) into someone else's name, you must contact the company by either email or telephone at least two hours prior to the start of your booking.
8. Bookings may not be transferred or resold for commercial purposes or at a premium. If a booking is transferred or resold in breach of this condition, the bearer of the booking or the person claiming the right to attend the event will be refused admission.
9. You are entirely responsible for entering your details correctly on the Online Booking Form.
10. A booking becomes a no-show and entry will be declined if the team is late 15 minutes or more. In such a situation the money is not refundable and the booking is not changeable.
11. If you are late for more than 15 minutes of the original starting time of your booking, the reservation becomes a no-show automatically and you will be refused entry.
12. Our prices and promotions shown on this website are subject to change without notice.
13. By booking your experience and making a purchase on this website you agree that you have permission from the cardholder.
14. Each team in the booking must have at least 1 adult that is aged 16 or above. It is the responsibility of the adults (above 16) of the team to look after any team players that are aged below 16.
15. If there are any players who have mobility or accessibility issues, please make their visit known to us at the time of booking. This will assure that we can make every effort for those concerned to also enjoy their experience without worry.
16. Your booking is only confirmed once we have received full payment and we have sent you a booking confirmation email.
17. Upon receipt of our booking confirmation email, if you believe that any information is incorrect you must advise us immediately as changes to your booking in the future may not be possible.
18. Bookings cannot be resold for commercial gain or profit by anyone other than the company or our authorised sub-agents. Any booking that is discovered to have breached this condition will be voided without refund and the holder may be refused entry to, or ejected from the venue.
19. Should you wish to transfer your booking to someone else, you must contact us in reasonable time ahead of your booking with your request.
20. We reserve the right to cancel bookings which we reasonably suspect to have been made fraudulently. If this is the case you will be notified by email and no refund will be offered.
21. We may contact you with offers and promotions via your email address that you've provided for your booking. You can be removed from our mailing list at any time by contacting us at [info@breakinescaperooms.co.uk](mailto:info@breakinescaperooms.co.uk).

#### **4. CANCELLATION AND RESCHEDULING**

1. Should you need to cancel or reschedule your booking for any reason, please contact us with your request at [info@breakinescaperooms.co.uk](mailto:info@breakinescaperooms.co.uk) . Our policies are as follows:
2. There will be no refunds offered for cancellations.

3. You may reschedule the booking if you give us more than 48 hours notice. There are no fees for rescheduling.
4. If your booking is within 48 hours from the time you book, or you give us less than 48 hours notice from a future booking, you cannot cancel or reschedule.
5. Should we need to cancel or reschedule your booking for any reason, we will use reasonable endeavours to notify you of this change. In this instance we will offer a 100% refund without a cancellation fee or offer an alternative date for your booking.
6. Although we will use our best efforts, we cannot guarantee that we will be able to reach you to inform you of such change. Therefore it is your responsibility to ascertain whether your booking has been cancelled or rescheduled. For your peace of mind, we will advertise any changes to any bookings on our home page of our website with reasonable notice.

## **5. UPON ARRIVAL**

1. To enter our venue you must confirm the full name of the person who made the booking. You may also be asked to confirm other contact details should we need it.
2. Although no physical strength should be needed for the experience, it is your responsibility to ensure you are fit to participate. You should not participate in any physical challenges if you are pregnant, prone to seizures, or have heart or respiratory problems.
3. We will reserve the right to refuse entry to our venue if you appear in any way to be unfit for the forthcoming experience, or under the influence of alcohol or other substances.
4. In case you have brought less players to the experience than booked, with a minimum of 3 players in a team, the price difference will not be refunded.
5. In case you have brought more players to the experience than booked, with a maximum of 6 players in a team, the price difference can be settled upon arrival.
6. It remains the responsibility of the person who made the booking to ensure that these additional players agree to these Terms and Conditions and are in receipt of all relevant information relating to the booking.
7. Please arrive up to 15 minutes early before your booking to ensure you get the most out of your experience. If you are late to your booking then the length of your experience may be cut short so that it won't run into the next customer's booking.

## **6. THE EXPERIENCE**

1. You and all team players must listen and follow instructions from our Game Masters at all times. These instructions that are given by our Game Masters will include, but not limited to, the agenda of the experience, rules of the escape game, and health and safety instructions. If any of these instructions

are not followed, we reserve the right to stop your experience and eject your team out of the venue without refund.

2. At no point are you to use force during the experience. The escape game has been designed to be robust and low risk to damage. If it appears that physical force is intentional then this will be considered a breach of our conditions and we will stop your experience. If you deliberately damage something, you will be liable to pay for damages and asked to leave. We will treat these circumstances on a case by case basis.

3. If you are found to be under the influence of alcohol or other substances during the experience, you will be ejected from the venue without refund.

4. CCTV images will be recorded throughout the experience and remain property of Breakout Escape Rooms Ltd.

5. Although with our best efforts in keeping your belongings secure at our venue, we will accept no responsibility for said belongings.

6. Our experience has been designed to be in a safe and secure environment, however we will accept no responsibility for any liability, harm, injury or death, cost or expense whatsoever that may arise directly or indirectly from attending an experience at Breakout Escape Rooms Limited. You agree to accept liability for yourselves.

7. We reserve the right to stop the experience, without refund, to which in the opinion of our Game Masters, customers who behave in a manner is likely to affect the enjoyment of our other customers, or customers who use threatening, abusive words or behaviour to other customers or members of staff, or customers who do not follow written or verbal instructions, or behave in a manner that may risk the health and safety of themselves, other customers or members of staff. Where a customer is part of a group, we reserve the right to remove the whole group from the venue in addition to the individual involved, without refund.

8. Except where otherwise specified in our cancellation policy, we regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is affected by reason of circumstances amounting to "Force Majeure". Force Majeure means any event which we could not, even with all due care, foresee or avoid, including but not limited to, war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond our control.

9. Drinks and food may not be brought into the event.

## **7. GIFT VOUCHERS**

1. A gift voucher is valid once payment is completed and an email receipt has been sent to you.

2. A gift voucher is valid for 6 months unless advertised differently at the point of sale. The first day of the 6 months is from the day the gift voucher was purchased. After 6 months has passed the gift

voucher will expire and no experience can be redeemed. Please contact us if you would like to find out the validity of the gift voucher at [info@breakinescaperooms.co.uk](mailto:info@breakinescaperooms.co.uk)

3. We do not offer refunds to gift vouchers and they hold no cash value.

4. To redeem the gift voucher, email us at [info@breakinescaperooms.co.uk](mailto:info@breakinescaperooms.co.uk) with the gift voucher code and the email of the person who bought it. You will then receive a voucher code to use with our online booking system. The full instructions are on the gift voucher.

5. If you decide that you want to bring a larger team size than bought on the gift voucher, select the desired team size on our online booking system, enter your voucher code and it will calculate the difference to pay at checkout. There is no refund if you decide to bring a smaller team size.

6. Once the experience is booked you and all players in your team agree to be bound by the above Terms and Conditions as mentioned in 1.1.

7. There is no refund if the booking is cancelled.

## **8. PHOTOS**

1. Photos of each team will be taken at the end of the game.

2. Photos of each team will be stored on our server linked to the booking.

3. Photos will be watermarked and uploaded to a private gallery and the URL will be sent to the person who made the booking with us.

4. To remove your photos from the private gallery you have to notify us by sending the URL to [info@breakinescaperooms.co.uk](mailto:info@breakinescaperooms.co.uk).

5. Photos may be uploaded to social media sites without names.

6. Your team photo (without names) may be used by the company for marketing purposes such as banners, promotions, print ads, etc.

## **9. PRIVACY POLICY**

1. This privacy policy describes how the company collects, uses, maintains and discloses personal and non-personal identification information of each user of the website.

2. The Company collects and stores your personal details without disclosing it to any third party and is dedicated to ensure that the privacy of your personal information is protected.

3. Personal identification information from Users can be collected in a variety of ways, including, but not limited to, when Users visit the Website, register on the Website, place an order, subscribe to our newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on the Website.

4. We will collect personal identification information from Users only if they voluntarily submit such information to us.

5. The Website may use “cookies” to enhance User experience. User’s browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may

choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Website may not function properly.

6. We may collect non-personal information about Users whenever they interact with the Website. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to the Website, such as the operating system and the Internet service providers utilised, and other similar information.

7. The Company may collect and use personal information of users for following purposes: to improve customer service; to improve our website; to personalise user experience; to run a promotion, survey or other site feature; to send periodic emails; and other purposes.

8. We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information stored on the Website.

9. We respect your privacy and will treat any personal information you give to us with the utmost care and security, and in accordance with the guidelines set forth in the UK Data Protection Act 1998 and this Privacy Policy, and will not use any such information in ways to which you have not consented.

10. We do not sell, trade, or rent Users' personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Website, or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

11. Users may find advertising or other content on the Website that link the websites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from the Website. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, which has link to our website, is subject to that website's own terms and policies.

12. Breakout Escape Rooms Ltd has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

13. By using this Website, you signify your acceptance of policy. If you do not agree to this policy, please do not use our Website. Your continued use of the Website following the posting of changes to this policy will be deemed your acceptance of those changes.

**Please note that Breakout Escape Rooms Ltd. reserves the right to amend these terms and conditions without prior notice.**