

# Terms and Conditions.

## **Your Booking**

If you are booking on behalf of a group, please ensure that you have the consent of all members of the party before making a booking and that all members of your party have read and agree to be bound by these terms and conditions. The person who signs the booking form or completes the booking online will be the “lead name” for the purposes of the booking. The lead name must be 16 years of age or over at the time of booking. The lead name is responsible for payment of the total booking price. The lead name must confirm that all the other members of the party agree to be bound by these terms and conditions and provide accurate and full information to the remainder of the group in relation to the booking, including any subsequent changes.

A booking is made with us when a) you tell us that you would like to accept our quotation; and b) you pay us for the booking; and c) we issue you with a booking confirmation. We reserve the right to return your booking money and decline to issue a confirmation at our absolute discretion. A contract will exist between you and us when we issue a confirmation email to the lead name that will confirm the details of your booking. Upon receipt, if you believe that any details on the confirmation email are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies.

Should any additional members of the group be added at a later date, it remains the responsibility of the lead name to ensure that any such members agree to be bound by these terms and conditions and are in receipt of all relevant information relating to the booking.

If you are intoxicated when you reach the game centre you will not, under any circumstances, be allowed to play the game and you will not be refunded.

### **Age Restrictions**

Under 16's must be accompanied by an adult (18+ Years) during the experience. The adult must be a paying member of the group and the group size may not exceed the maximum number as advertised. Under no circumstances are children allowed to be alone in the experience. The safety and well being of all persons at our premises will be at the discretion of our staff.

### **Safety**

Compendium Bury is not liable for any (personal or equipment) damages caused by not following the rules described before the event. Each player agrees to the Terms and Condition of the Game before entering the escape room.

People under the influence of alcohol or drugs might be turned away and their game will be stated as a no-show.

Drinks and food may not be brought into the escape room.

To be admitted you must confirm the full name of the booker and might be asked to confirm phone number and email address the booking confirmation was sent to.

### **Jurisdiction and Applicable Law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

### **Special Requests**

Any special requests must be advised to us at the time of booking. Although we will endeavour to meet any special requests, we regret that we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

### **Disabilities and Medical**

If you or any member of your party has any medical problem or disability which may affect the booking arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen booking. In any case, you must give us full details in writing at the time of the booking. We may require you to produce a doctor's certificate certifying that you are fit to participate in the booking. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### Changes in Price

We reserve the right to amend the price of booking the rooms at any time.

### Changes by You

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the Lead Name. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, we reserve the right, entirely at our discretion, to charge you an administration fee of £10 per person per change as well as any applicable rate changes or extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangement.

### If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. No refunds will be given for bookings that are cancelled (this also includes gift vouchers and bookings made with gift vouchers).

If you wish to rearrange a booking you must inform us in writing at least 7 days before the date your game is booked for. We will endeavour to rearrange your booking

wherever possible but cannot guarantee that it will be possible, in which case we reserve the right to cancel your booking without a refund.

#### If We Cancel or Change

The arrangements for Compendium Bury are put together in good faith in advance and we must, therefore, reserve the right to make alterations to and correct any errors to the event details before and after your booking has been confirmed. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your booking.

Very rarely, we may be forced by “force majeure” to change or terminate your arrangements after booking. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

#### Our Liability to You

1) We will not be responsible or pay you any compensation for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

the act(s) and/or omission(s) of you or another member of your party; or  
the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or  
unusual and unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised (including, without limitation, the circumstances outlined in the section entitled “Force Majeure” below); or

an event which we or the supplier of services, even with all due care, could not foresee  
or

forestall.

2) For the avoidance of doubt, nothing in this agreement shall limit or exclude our liability for death or personal injury resulting from our negligence, for fraud or fraudulent misrepresentation or for any other liability the exclusion or limitation of which is not permitted by English law.

#### Your Responsibilities and Liability

We want all our customers to have an enjoyable experience and Escape. We ask you to remember, however, that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe: your actions could distress, upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or you are unfit to partake in our escape games, We may prevent you from continuing your booking.

If we feel you have damaged our equipment in our escape rooms, reception, building exterior, walkways, toilets or contents of the aforementioned locations as a result of deliberate, inappropriate or irresponsible actions, we reserve the right to charge the booker to cover the cost and time taken to repair the damage caused, or replace any unrepairable items with new.

Please bear in mind that you are responsible for your safety and that you are responsible for the condition of the property you occupy. We are not responsible for any accidents which occur in the Escape Live building due to your inappropriate or irresponsible behaviour, or for any accidents which occur anywhere on properties

because of any items or property which you have broken and/or have left in a way in which injury can result.

You are responsible for your own timekeeping. If you do not arrive on time we reserve the right to cancel your booking.

You must be in a fit state to enter the Compendium Bury building, if you are not we will not grant you entry.

#### Force Majeure

Except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is affected by reason of circumstances amounting to Force Majeure. In these booking conditions "Force Majeure" means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, pandemic, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond our control may constitute Force Majeure.

#### Gift Vouchers

Gift vouchers and bookings made with gift vouchers are subject to all Compendium Bury terms and conditions.

All gift vouchers are issued with an expiry date. Vouchers are no longer valid after the expiry date shown on the voucher.

Expired vouchers can be extended for a set fee of £20. Please call the venue to which your voucher applies if you would like to do this. Expired vouchers can only be extended within 6 months after the expiry date.

Gift vouchers have no monetary value and can only be exchanged for a booking to the value of the voucher or higher. In the instance a voucher is a part payment for a booking, the remaining amount must be paid in advance of your booking.

If gift vouchers are resold without the prior knowledge of Compendium Bury, we hold the right to cancel the voucher with no refunds due.

Vouchers are only valid for the venue they are bought for, they are not transferable.

Bookings with gift vouchers are subject to availability

#### Gift Cards

Gift Cards must be redeemed within 12 months of purchase.

Expired gift cards can be extended for a set fee of £20. Please call the venue to which your gift cards applies. Expired gift cards can only be extended within 6 months after the expiry date.

Gift cards have no monetary value and can only be exchanged for a booking to the value of the gift card or higher. If a gift card is a part payment for a booking, the remaining amount must be paid in advance of the booking..

Gift cards are valid for the venue they are bought for, they are not transferable.

Bookings with gift cards are subject to availability.

If gift cards are resold without the prior knowledge of Compendium Bury, we hold the right to cancel the gift card with no refunds due.

Gift cards and bookings made with gift cards are subject to all Compendium Bury's terms and conditions. These can be viewed at [www.compendiumbury.co.uk](http://www.compendiumbury.co.uk)