

Terms and Conditions

Website Use, Privacy Policy, Booking, Cancellation & Rescheduling Policy

1. WEBSITE USE AND SECURITY

Welcome to our website. If you continue to browse and use this website (for bookings, checking availability, contacting us etc), you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy policy govern Wing Entertainment Ltd.'s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The website <https://omescapelondon.co.uk/> referred to as "the website" is owned and operated by Wing Entertainment Ltd. referred to as 'the company', 'we', 'us' (registered office at 13 Briarswood Way, Orpington, UK, BR6 6LU, registered in England under company number 9386925, VAT number 244741017). Omescape London referred to as 'Omescape' is the trade name of Wing Entertainment Ltd. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only and it is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.
- In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

- Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

2. PRIVACY POLICY

Data collection and use, including data collection and use of personal information is governed by our Privacy Policy which is incorporated into and is a part of this Agreement.

3. BOOKING

These booking conditions, together with our Privacy policy and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Omescape. Please read them carefully as they set out your respective rights and obligations.

In these booking conditions references to 'you' and 'your' include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

We act in the following capacities: as an escape experience game provider (for corporate team buildings, friends and family outings etc). Our obligations to you may vary depending upon which arrangements you book with us and we have tried to set them out below as clearly as possible.

Section A applies to bookings where we act as an escape game experience provider.

SECTION A - ESCAPE GAME TEAM BOOKINGS

This section applies to escape game bookings made via our website for company team buildings, family and friends outings, school outings, birthday celebrations etc. The booking process is explained in detail in our FAQ.

3.1 Age restrictions & Booking responsibility

Our games are suitable for age 12 years and up and we require one adult to be present per each team that contains players under 16 years of age (in this situation the adult(s) can join free of charge if not playing). Children under 12 years of age can join only as part of a group of adults. In addition, rooms are not designed to be child-safe and contain items, such as cupboard doors and small objects, that could be hazardous to young children whilst accompanying adults are distracted by the game.

Where a customer is booking tickets on behalf of themselves and other members of a group, that person must be authorised to make the booking on the basis of acceptance of these Terms and

Conditions by all persons involved in the booking and by a parent or guardian for anyone under 18 years of age when the booking is made.

Bookings can only be made via the online booking system on our website; via telephone or in person at our business premises. You are entirely responsible for entering your details correctly on our online booking system.

Omescape is a live event with a scheduled start time and you are responsible for ensuring that all of your group of players arrive at the time stated on your booking confirmation, which is generally 10 minutes before your game start time. Games will not be delayed for late arrivals, although we will allow late arrivals into the room after your escape game has begun, but not more than 15 minutes into the game.

If none of your party has arrived 15 minutes after your booked game start time, this will be treated as no-show and we will have to refuse entry to your game. No refund or rescheduling is available for no-shows.

It is your responsibility to make your way to our business premises to play your game at the time stated on your booking confirmation. We do not provide parking or other travel arrangements and any travel information provided on our site is only done so as an aid to planning your visit. We cannot be held responsible for any failure of transport arrangements that result in your booking being a no-show.

3.2 Gameplay & Conduct

No video recordings or photos are allowed inside the rooms. You are expected not to use any video/audio recording device during the game (this includes, without limitation, mobile phones, recording devices and cameras), unless a different arrangement has been made with our venue prior to your booking (i.e. film and production crews etc.).

If you are a blogger, vlogger, press representative planning to film or take photos at our venue for review purposes, then please get in touch at info@omescapelondon.co.uk for permission.

We expect you and your group not to disclose any details of the game directly or indirectly to any third party members. Our games are our intellectual property and you are not permitted to use this in any way without our written consent. You accept that any such disclosure or use may constitute an infringement of our intellectual property rights.

We are entitled to charge our customers for any damage which is intentional and/or caused by misuse of company property within the briefing area(s) and the escape room(s).

While you are on our premises, you must ensure to conform to our codes and regulations, adopt proper standards of behavior, and cooperate with our employees. People under the influence of alcohol or drugs may be turned away or removed from our premises by our employees and their booking cancelled or ceased early with no refund.

We do not tolerate any kind of bullying or harassment towards our employees and we reserve the right to remove from our premises any person who is violent, abusive, threatening or disruptive or whose behavior is causing distress to other customers or employees, with no refund for booked or partially played games.

Food and drinks are not allowed inside the escape rooms and VR spaces and alcohol consumption is strictly forbidden within our premises, unless you have obtained the management's written consent prior to your booking.

You will receive instructions before the game in the form of a briefing given by a game host. After learning the rules and objectives of the game and receiving the information provided at the

briefing, you and your group will participate in the event at your own risk. We are not liable for any damage caused to persons, possessions or materials by your failure to follow the instructions given before the event.

CCTV will be used to monitor you and your team during the course of your mission. This includes audio and video monitoring as it is an essential part of running your game. Recordings of your game are stored for up to 30 days with the sole purpose of documenting evidence of illegal behavior, such as committing wilful damage to company property or harassing members of staff.

Photographs of you and your team will be taken after the game, stored on our computer systems and uploaded to social media website e.g. Facebook as part of Photo Album for the week. By accepting these Terms and Conditions and permitting our employees to take photographs, you grant unconditional permission for those photographs to be used by us for marketing and promotional purposes. If you do not want your team photograph to be held by us and used for in this way, please advise our employee at the time your photo is taken.

3.2 Pricing and Availability

All game dates are released 6 months in advance and can be booked via the Booking section of our website.

We neither represent nor warrant that all games will be available at all times and cannot necessarily confirm availability until confirming your booking. Availability indications are provided on our website, however, such indications may not take into account bookings that have been placed by other customers during your visit to our website.

We make all reasonable efforts to ensure that all prices shown on our website are correct at the time of going online.

We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any booking that you have already placed.

All prices shown on our website include VAT.

3.3 Payment & Booking confirmation

Price and payment details will be confirmed during the booking process prior to payment and on your booking confirmation. You can either pay a fixed amount deposit (£29 as of April 2022) or the full amount to confirm the booking. Your chosen payment method will be charged as indicated during the booking and payment process.

Payment can only be made online; via telephone or in person at our business premises by cash only, unless otherwise agreed in writing by emailing us at info@omescapelondon.co.uk. Please refer to point 3.4.

We accept the following methods of payment on our website, through our secure payment service supplier Stripe, who will process your payment card data without it having to be held by us:

- Visa Debit and Credit Card
- MasterCard Debit and Credit Card
- American Express

Booking confirmations shall be sent to you automatically via email and contain our contact details and the following information:

- confirmation of the game booked including details of the time and place of the game and the number of players for whom the booking is valid
- itemized pricing for the game booked including, where appropriate, taxes and other additional charges
- travel and parking information
- a link to these terms and conditions

Your booking confirmation is also your ticket to your game and valid for up to the number of people shown on the booking confirmation.

Your booking confirmation email is also proof of payment and will gain you entrance to our premises. You need to present your booking confirmation email either as a print out, or on a mobile device to gain entry.

Without the booking confirmation email you may be denied entry if you have no other proof of identity.

3.4 Invoice payments

When requested in writing, we also accept payments via bank transfer. In this situation we shall forward you an invoice along with your booking confirmation.

Please note that this option is available exclusively to registered businesses booking for team building. If you are not booking on behalf of a business, payment must be finalized before your scheduled game(s) using one of the methods mentioned under point 3.3.

The invoiced price of our games or services shall be paid for in full prior to the experience.

We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the [Late Payment of Commercial Debts \(Interest\) Act 1998](#) as amended and supplemented by the [Late Payment of Commercial Debts Regulations 2002](#).

Along with statutory interest, we also reserve the right to charge you a fixed penalty depending on the amount owed, in accordance with the [Late Payment of Commercial Debts Regulations 2013](#).

4. PROMOTIONAL CODES & VOUCHERS

Discounts, promotional codes and vouchers must be applied at the time of booking and once a booking has been confirmed, no retrospective reduction in price or refund can be given.

Vouchers purchased via our website or received as gifts are valid for 12 months from the date of purchase and can only be redeemed online, upon booking.

If you wish to extend the validity of a voucher you can request this by emailing info@omescapelondon.co.uk and quoting your voucher code.

Vouchers are not refundable in cash or replaceable if lost.

Vouchers are only good for a single transaction; any remaining amount is not exchangeable with cash or another voucher and will be automatically forfeited.

A voucher cannot be used in conjunction with any other Omescape discount or promotional code.

Any additional cost exceeding the value of the voucher will be paid by you upon redeeming the voucher online.

We reserve the right to change or withdraw the availability of any discount or promotion at any time.

5. CANCELLATION & RESCHEDULING POLICY

Omescape hosts live experiences and once a booking is confirmed, we can not accept any last minute cancellations and/or rescheduling requests or offer full refunds.

However, we understand that sometimes schedules change and that unexpected and unavoidable things happen. Below are our policies regarding cancellations and rescheduling bookings and other events at Omescape.

Refunds and rescheduling will depend on the number of rooms booked and the amount of lead time given between the initial request to cancel/ reschedule a booking and the date of the booking. Whether all the cancelled games are likely to resell will also be taken into consideration.

5.1 Between 1-2 escape rooms booked

- reschedule requests less than **7 days** prior to a booking are subject to a handling fee of **£30/room**.
- a full refund (in form of gift credit) will be issued for cancellations up until **7 days** prior to a booking, only if we manage to resell the slot(s); otherwise we will issue a **50%** refund (in form of gift credit).
- refund requests forwarded less than **7 days** prior to a booking will be honored at **50%** (in form of gift credit) and only if we manage to resell the slot(s).

5.2 Over 2 escape rooms booked

- reschedule requests less than **14 days** prior to a booking are subject to a handling fee of **£30/room**.
- **50%** refund (in form of gift credit) for cancellations up until **14 days** prior to a booking; no refunds will be possible for cancellation requests forwarded less than **14 days** prior to a booking.

5.3 Exceptions

There are exceptional circumstances in which we will issue a full refund or reschedule a booking without a handling fee. These circumstances include (but are not limited to):

- death, illness, acts of God, accidents and incidents
- errors made when booking* (e.g. accidentally booking the wrong time slot/date)
- cancelling a booking more than 30 days in advance

*A refund or reschedule will be possible in this situation only if you get in touch with our customer care team within 3 hours after checkout on number: +44 (0) 207 278 5200.

Please note that we can not refund in case of travel disruptions, misreading the date/time of a booking or team members dropping out, but we will do our best to help you reschedule when possible.

Each refund or reschedule request will be reviewed on a case-by-case basis. If you need to cancel/reschedule a booking please get in touch at info@omescapelondon.co.uk quoting your booking reference number and specifying the date you want to reschedule for and the reason you are rescheduling/cancelling.

6. YOUR LEGAL RIGHTS

As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local [Citizens Advice Bureau](#) or [Trading Standards Office](#).

Nothing in these booking terms and conditions is intended to affect your statutory rights.

6.1 Law and jurisdiction

These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. OUR LIABILITY

We accept no liability for consequential losses incurred as the result of the cancellation or premature cessation of a booking under any circumstances. The absolute limit of direct liability relating to any one booking shall be the full amount paid by the customer for that booking.

Whilst your escape experience is insured both by the venue and public liability held by Wing Entertainment Ltd, you undertake to act carefully whilst within the experience and will not take unnecessary risks such as climbing on unsafe surfaces that are not designed for that purpose. The game does not require such activities and customers are made aware of that by staff during the briefing. You are responsible for your own safety during the experience.

Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation.

7.1 Events outside of our control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control.

Such causes include, but are not limited to: acts and omissions of landlords, power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control.

In the event of an unforeseeable 'Act of God' (e.g. fire, bomb scare, terrorist threat, attack, earthquake, flood etc), the company and its staff and managers are not liable for an impeded exit due to being voluntarily locked in a room. You acknowledge that this might delay your exit from the building in the event of such a situation, but that there is an efficient emergency exit strategy and an exit button/door.