

# TERMS & CONDITIONS

1.1 These are the terms and conditions on which you join us on a BOOM BATTLE BAR Game Experience ("the Experience"). We hold the right to amend or vary these terms and conditions including any of the contents of the website from time to time at our sole discretion without prior notice.

1.2 Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide the Experience to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Please note that, if you are making the booking on behalf of others in your group, it is your responsibility to ensure that these additional players agree to these terms and are in receipt of all relevant information relating to the booking. BOOM BATTLE BAR shall not be responsible if members of your group are unable to participate in an Experience as a result of you failing to provide them with all the relevant information.

## INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are part of the XP Factory group of companies, XP Factory plc is a company registered in England and Wales under company registration number 10184316 and our registered office is at Belmont House, Station Way, Crawley, RH10 1JA.

2.2 You can contact us by using the [guestservices@boombattlebar.com](mailto:guestservices@boombattlebar.com)

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

## OUR CONTRACT WITH YOU

3.1 Our acceptance of your booking will take place when your payment is processed successfully, and you reach the booking confirmation page, at which

point a contract will come into existence between you and us. We will also send you an email confirmation.

3.2 If we are unable to accept your booking, for example because of limitations on our resources, we will inform you of this in writing and issue you a refund.

3.3 We will assign a booking reference to your booking and tell you what it is when we accept your booking, and include it in the booking confirmation email. It will help us if you can tell us the booking reference whenever you contact us about your booking.

## **YOUR EXPERIENCE**

4.1 We will deliver the Experience to you on the date specified in the booking confirmation email that we sent you.

4.2 Before participation in the Experience, participants playing Axe Throwing will be required to complete and sign a paper liability waiver including abiding by our measures to keep staff and customers safe with any guidelines in place from time to time. Any participant who does not complete and sign the liability waiver will not be permitted to participate in the Experience (as relevant) and shall not be due any refund. We will comply with latest government guidance which could include use of track and trace systems.

4.3 You acknowledge that it is your responsibility to contact us regarding the suitability of our games for any health or disability issues that you may be concerned about.

4.4 Please note that, unfortunately, no-one under the age of eighteen (18) can participate in Axe Throwing or Beer Pong at any time. Additionally, our venues are fully licensed and as such age restrictions can sometimes apply at different times, please check the FAQ section of the website for further information. You will not be entitled to a refund for places not filled as a result of these age restrictions.

4.5 During participation in the Experience, participants playing Axe Throwing will be required to tie back their hair and be wearing flat shoes for the duration of the Experience.

## **YOUR RIGHT TO CANCEL OR CHANGE YOUR B2C OR B2B BOOKING**

5.1 Where you have booked and paid for an Experience, or made an Experience and table paid booking together under one booking, you will not be due any refund should you cancel your booking. As we are selling you a leisure activity, this means there is no statutory cooling off period as there usually is when you buy a service on-line. If you wish to cancel a table booking without any associated Experience booking, we will refund the table booking paid, unless your table booking is part of a ticketed special event in which case no refund will be made. If due to unforeseen and serious circumstances a rearranged booking will not sufficiently resolve the enquiry, the General Manager has the discretionary authority to issue a voucher for the equivalent value with an expiry date no more than 30 days after the date of the original booking

5.2 Re-scheduling your booking may be possible, but only at the discretion of the BOOM BATTLE BAR venue general manager. In all circumstances, your request to re-schedule a booking must be made more than 24 hours prior to the time of the original booking, and any re-scheduled booking must be within 30 days' of your original booking. If, for whatever reason, we are unable to accommodate your booking on an alternative date, or if you give us less than 24 hours' notice of your request to reschedule a booking, you will not be due a refund.

## **OUR RIGHT TO CANCEL OR AMEND YOUR BOOKING**

6.1 In certain circumstances, we may need to cancel your Experience. If we do so we will use reasonable endeavours to contact you as soon as possible.

6.2 Similarly, we may make changes to the Experience such that it differs from that as advertised when you booked. If the changes we make are significant, we will use reasonable endeavours to contact you as soon as possible. In such circumstances, should you not wish to proceed with your booking, you can reschedule within 30 days of the original booking date.

6.3 In the circumstances set out in 6.3.1 to 6.3.3 we may cancel this agreement and you shall not be due a refund:

6.3.1 you or any participants do not complete and sign the liability waiver if participating in Axe Throwing.

6.3.2 if, in the opinion of any of BOOM BATTLE BAR's staff, you or any participants are behaving in an aggressive, abusive or threatening way towards either BOOM BATTLE BAR's staff or any other customers; or

6.3.3 you or any participants do not participate in the Experience in accordance with the safety rules and advice provided to you by members of our staff prior to, or during, the Experience.

6.3.4 No alcohol can be consumed before participating in Axe Throwing – this will result in not being permitted access to the game and no refund being issued.

## **HOW TO CANCEL YOUR BOOKING**

7.1 To inform us that you would like to cancel your booking with us, please use the contact details set out on the website of the venue with which you made the booking, or the events organiser who you have been speaking with.

## **IF THERE IS A PROBLEM WITH THE EXPERIENCE**

8.1 We are under a legal duty to provide the Experience in conformity with this contract. Nothing in these terms will affect your legal rights.

8.2 Should we deliver the Experience in a way which is significantly different from that as advertised when you booked, or during your participation the Experience is subject to significant technical faults (such that you are prevented from being able to complete the Experience, or your Experience is significantly impaired) you may ask to participate the Experience again on a different date or request a refund.

## **PRICE AND PAYMENT**

9.1 The price of your booking (which includes VAT) will be the price indicated on the booking and payment pages of our website at the time you place your booking. Once your payment has been processed, we will also send you an email receipt confirming how much you paid. We reserve the right to change pricing at any time. To the extent that we do amend the price, the price paid for any booking prior to the price change will be unaffected and you will not be due a refund or required to pay any additional sums.

9.2 To the extent that you bring less players to the Experience than booked, the price difference will not be refunded. Please note that there may be a minimum number of players for any game. Please check the relevant venue's details for more information or contact the events organiser who you have been speaking with.

9.3 In case you have brought more players to the Experience than booked, the price difference can be settled upon arrival. Please note that there may be a maximum number of players for any game. Please check the relevant venue's details for more information or contact the events organiser who you have been speaking with.

9.4 Our venues do not accept any cash payments. We accept payment by Visa, MasterCard, American Express credit and debit cards. Payment must be at the time of booking, and we will not accept your booking unless it has been paid for in full.

## **DISCOUNTS**

10.1 If you wish to take advantage of one of our discounts, please note that you will be expected to show a valid ID card on arrival at your Experience. If no valid ID is presented, we reserve the right to charge the difference in price via card payment.

10.2 Please note that we do not offer discounts for all of our BOOM BATTLE BAR experiences and products. Please check our booking pages for more details.

10.3 Discounts cannot be applied to any of our group packages (including, but not limited to, Hen and Stag Packages, Birthday Party Packages and Team Social Packages).

10.4 Discounts are only available Monday to Thursday.

10.5 For Student discounts we will require a valid ID card to be presented on arrival. Valid Student ID includes NUS card or university ID cards. For Student discounts, each individual booking with a discount must show relevant ID on arrival.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 Our total liability to you, howsoever arising under or in connection with the contract, shall be limited to 100% of price paid or payable by you under the contract.

## **HOW WE MAY USE YOUR PERSONAL INFORMATION AND GDPR**

12.1 We will only use the personal information you provide to us as set out in our [Privacy Policy](#).

12.2 We will store your data in accordance with any relevant statutory, local or central government regulations, including those imposed on a temporary basis from time to time.

## **OTHER IMPORTANT TERMS**

13.1 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.

13.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.3 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.

13.4 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.

13.5 These terms are governed by the law of England and Wales. You can bring legal proceedings in respect of the BOOM BATTLE BAR experience in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.