

Terms and Conditions of Bijlmerbajes Ontgrendeld

These Terms and Conditions are used by Bijlmerbajes Ontgrendeld, established on the Wibautstraat 33C, 1091 GH in Amsterdam and registered at the Chamber of Commerce under 58447938 with VAT-number NL067242947B01.

Article 1. Definitions

1.1 Bijlmerbajes Ontgrendeld: organizer, designer and operator of the escape room 'Bijlmerbajes Ontgrendeld' which is located on Wenckebachweg 48, 1096 AN in Amsterdam, hereinafter to be referred to as 'Bijlmerbajes Ontgrendeld';

1.2 Assistant: a person that is not subordinate to, and works as an individual contractor on commission of Bijlmerbajes Ontgrendeld for the escape room Bijlmerbajes Ontgrendeld, hereinafter referred to as 'Assistant';

1.3 Customer: the other party to the agreement with Bijlmerbajes Ontgrendeld for whom Bijlmerbajes Ontgrendeld organizes the Game in the escape room 'Bijlmerbajes Ontgrendeld', acting as a business or private person;

1.4 Agreement: the agreement that is concluded by placing a booking through the website bijlmerbajesontgrendeld.nl and payment thereof by the Customer and the confirmation of this booking by Bijlmerbajes Ontgrendeld.

1.5 The Game: the arrangement which is offered by Bijlmerbajes Ontgrendeld to the Customer and takes place in the location the Bijlmerbajes on Wenckebachweg 48, 1096 AN in Amsterdam;

1.6 Group: five or more Participants taking part in the Game, represented by the Customer.

1.7 Participant: private person taking part in the Game.

Article 2. Applicability

2.1 These Terms and Conditions apply to every agreement regarding the escape room 'Bijlmerbajes Ontgrendeld' entered into between Bijlmerbajes Ontgrendeld and Customer. These Terms and Conditions prevail over any other terms and conditions as used by Customer, unless explicitly and in writing agreed otherwise.

Article 3. Conclusion of the agreement

3.1 An agreement is concluded first after the Customer has placed a booking through the 'Bookings'-webpage of the website bijlmerbajesontgrendeld.nl and the full amount for the Game, as specified on the same webpage, has been transferred through iDeal to Bijlmerbajes Ontgrendeld's bank account. After transfer of the full amount, the Customer

receives a confirmation of payment on the provided e-mailaddress and the Game is booked.

3.2 The Customer, who on behalf and as a representative of the Group, enters into this agreement is responsible for all obligations that arise out of this agreement.

Article 4. Participants

4.1 The minimum amount of Participants required to play the game is 5, which is also stated on the website bijlmerbajesontgrendeld.nl.

4.2 For changes in the amount of Participants within 24 hours of the booked Game the following applies:

- An increase in the amount of Participants is allowed if there are spaces left and the additional costs are paid before the Game takes place.
- A decrease in the amount of Participants leads to an increase in price per person, as shown in the following graduated scale.

4.3 A decrease in the amount of Participants 72 hours or more in advance of the Game taking place, will be restituted to Customer in the price per person as leads from the graduated scale.

Graduated scale Bijlmerbajes Ontgrendeld

5 players €170,- (including 6% VAT)

6 players €181,- (including 6% VAT)

7 players €192,- (including 6% VAT)

8 players €203,- (including 6% VAT)

9 players €214,- (including 6% VAT)

10 players €225,-(including 6% VAT)

4.4 Participants that are below the age of 18 can only enter the Game under supervision of someone who is 18 years or older.

Article 5. Alcohol/drugs

5.1 During the Game the use of drugs and/or alcohol is strictly forbidden. When at the start of a Game the Assistant is in doubt concerning the soberness of a Participant, the Assistant has the right to refuse the Participant from participating in the Game.

Article 6. Payment

6.1 The payment of the specified total amount for participating in the Game, has to be paid in full by iDeal when placing a booking through the website bijlmerbajesontgrendeld.nl.

6.2 After transferring the total amount, the customer receives confirmation of the payment by e-mail and the agreement is concluded.

6.3 If additional Participants show up to take part in the Game on the day itself than have been booked and paid for earlier and if there are places left, the Customer will receive a digital invoice by e-mail for these extra Participants. This invoice has to be paid within 7 days of receipt. Customer will receive a confirmation by e-mail of payment of the invoice.

6.4 In case that Bijlmerbajes Ontgrendeld had to make additional costs, which were necessary within reason, these will be eligible for reimbursement.

6.5 The possible judicial-, execution- and administrative costs relating to the agreement will have to be paid by Customer.

Article 7. Cancellation

7.1 Cancellation has to be requested by Customer up until 72 hours before the Game takes place according to the booking by sending an e-mail to info@bijlmerbajesontgrendeld.nl. These requests will be fully reimbursed. The cancellation request will be confirmed by e-mail.

Cancellation requests within the 72 hour period will not be reimbursed.

7.2 In case the Customer hasn't transferred the full amount of the booking 72 hours before the Game takes place, Bijlmerbajes Ontgrendeld has the right to cancel the booking and charge the full amount of the booking to Customer.

7.3 Reimbursement of coupons that have not been used for a Game is not possible. If a booking has been made in which the voucher has been used and discount has been applied, the conditions of article 7.1 apply.

Article 8. Safety

8.1 Entry to the escaperoom and the surrounding areas are at your own risk.

8.2 Entry of these premises includes a voluntary exposure to an increased risk of damages to goods and injury to persons. Bijlmerbajes Ontgrendeld uses strict regulations to ensure the safety of all visitors.

8.3 You agree with the applicable safety regulations and rules of the Game. These can be viewed on the website of bijlmerbajesontgrendeld.nl under 'F.A.Q.', will be sent in the

confirming e-mail following a booking and will be explained in person by the Assistant prior to the Game.

8.4 The consequences of not following any safety regulation or rule of the Game are at your own risk.

8.5 All Participants are obliged to follow the directions of Bijlmerbajes Ontgrendeld and/or Assistants at all times.

Article 9. Complaints

9.1 Despite due care by Bijlmerbajes Ontgrendeld, it may happen that a Participant has a valid complaint. This complaint should principally be filed directly and in person to Assistant.

9.2 If a direct complaint is impossible, the complaint has to be filed by e-mail to info@bijlmerbajesontgrendeld.nl within two days after the Game taking place, with the description of facts the complaint is based on.

Article 10. Liability

10.1 Bijlmerbajes Ontgrendeld can not be held liable for any damages as a result of injury, death, incidents, loss or theft of goods caused by or to Participants during or as a result of the Game.

10.2 Bijlmerbajes Ontgrendeld can not be held liable for actions and/or omissions by third parties not directly involved in the performance of the agreement.

10.3 Bijlmerbajes Ontgrendeld can not be held liable for damages caused to Customer and/or third parties which is the result of actions and/or omissions by Assistants, unless the damage is the direct result of intent or gross negligence on behalf of Bijlmerbajes Ontgrendeld.

10.4 Bijlmerbajes Ontgrendeld can not be held liable for damages caused to Customer and/or third parties which is the result of providing incorrect and/or insufficient data and/or information by Customer to Bijlmerbajes Ontgrendeld or otherwise is the result of an action and/or omission of Customer.

10.5 In all cases the liability of Bijlmerbajes Ontgrendeld and Assistants for damages caused to Customer and the obligation for compensation is limited to the total amount of the Game, excluding VAT.

10.6 Liability of Bijlmerbajes Ontgrendeld for indirect damages, including but not limited to consequential damages, lost profit and missed savings is excluded.

10.7 A claim that can be made for reimbursement of damages suffered, has to be made within a month after Customer has discovered the damage or is expected to have

reasonably discovered the damage and has to be made in writing to Bijlmerbajes Ontgrendeld. If a claim isn't filed in this way, the right to file the claim lapses.

Article 11. Suspension and termination

11.1 Bijlmerbajes Ontgrendeld has the right to suspend the fulfillment of obligations or terminate the agreement, if:

- Customer (partially) doesn't fulfill the obligations of this agreement;
- After conclusion of the agreement circumstances have come to the notice of Bijlmerbajes Ontgrendeld which provide a base that Customer will not fulfill the obligations

11.2 Bijlmerbajes Ontgrendeld has the right to terminate the agreement if circumstances take place which are such that render fulfillment of the agreement impossible or cannot be expected in all fairness and reasonableness, or if there are circumstances that make maintaining the current agreement unreasonable.

11.3 If the agreement is terminated all claims by Bijlmerbajes Ontgrendeld to Customer are directly payable. If Bijlmerbajes Ontgrendeld suspends fulfillment of the obligations, she retains her claims from the law and the agreement.

Article 12. Force majeure

12.1 Bijlmerbajes Ontgrendeld is not required to fulfill any obligation, if she and/or the other party is hindered as a result of a circumstance that can not be blamed on negligence or be placed on their behalf under law, legal act or under common views of civil life.

12.2 Force majeure within these Terms and Conditions has to be understood, apart from the interpretations in the law and jurisprudence, as all external causes, foreseen or unforeseen, on which Bijlmerbajes Ontgrendeld cannot exercise control and/or influence but which make it impossible for Bijlmerbajes Ontgrendeld to fulfill obligations. Labour strikes and illness included therein.

12.3 Bijlmerbajes Ontgrendeld also has the right to appeal to force majeure if the circumstance that hinders fulfillment of obligations occurs after Bijlmerbajes Ontgrendeld was supposed to fulfill the obligations.

12.4 Bijlmerbajes Ontgrendeld has the right to suspend obligations of this agreement during the period of force majeure. If this period lasts longer than two months, Bijlmerbajes Ontgrendeld has the right to terminate this agreement without having to compensate for damages caused to the other party.

13. Applicable law

13.1 Dutch law applies to all agreements concluded with Bijlmerbajes Ontgrendeld.

13.2 All disputes arising from this agreement are to be submitted to the competent court where Bijlmerbajes Ontgrendeld is located, unless the law compulsorily prescribes a different court to take notice thereof.

November 2018. These Terms and Conditions are subject to change.