

TERMS AND CONDITIONS

We are Futuretainment Limited ("us", "we", "our" or "the company").

Please read the following Terms and Conditions ("Terms", or "Terms and Conditions") carefully before:

- a) using our website at <https://www.aimescape.com> ("the Website"); and
- b) making a booking for any game with us

as both of the above will be subject to the following Terms and Conditions.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms and Conditions.

By making any booking with us either through our Website or otherwise, you agree to be bound by these Terms and Conditions.

GENERAL

1. The company reserves the right to amend or vary the terms and conditions below including any of the contents of the 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 uses reasonable endeavours 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 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 the Website, you and all players in your team agree to be bound by these Terms and Conditions as well as the Consent Form. Please make sure that all players in the team have read and understood all the Terms and Conditions and the Consent Form before proceeding to book your experience. Once you have submitted payment, each individual participant must sign the Consent Form.
9. Nothing in these Terms and Conditions are intended to affect your statutory rights.
11. All of these Terms and Conditions are governed by English Law and any disputes or claims shall be dealt under the jurisdiction of the laws of England and Wales.

12. The Website collects and securely stores the personal details that you provide. We will take all reasonable 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 the Website in any way that causes, or may cause damage or impairment of its availability or accessibility, or in any way connected directly or indirectly with unlawful, illegal, fraudulent or harmful purposes or activities.
14. The 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.

PAYMENT

1. The price of a game is stated on the Website under the booking section. All fees are inclusive of VAT unless otherwise stated and, unless otherwise agreed in writing, we may vary the fees upon giving you 30 days' notice.
2. Price and payment details will be confirmed during the booking process prior to payment and on your booking confirmation. Your chosen payment method will be charged as indicated during the booking and payment process.
3. The price is set according to the number of people within the same booking (maximum 5 persons) and by timing.
4. Payment can only be made by card, online or in person at our business premises, unless otherwise agreed in writing by emailing us at info@aimescape.com.
5. When requested in writing, we also accept payments via bank transfer. In this event, we shall send you an invoice along with the payment link and your booking confirmation.

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

6. We accept the following methods of payment on the Website: Visa Debit and Credit Card; Master Card Debit and Credit Card and American Express.
7. The only language available for the conclusion of a contract online is English.
8. This is a live event game. Only person(s) who are at least 16 years of age are permitted to book a Game. Each team in the booking must have at least 1 adult that is aged 16 or above. It is the responsibility of the adults (aged 16 or above) of the team to look after any team players that are aged below 16.
9. Once a booking has been confirmed, these Terms and Conditions apply. Regarding cancellations and refunds, please see the Cancellations and Rescheduling section below.
10. Any purchase on the Website is only valid when processed by the company. You shall receive a confirmation once your booking is processed.
11. Your booking is only confirmed once we have received full payment and we have sent you a booking confirmation email.
12. Upon receipt of our booking confirmation email, if you believe that any information is incorrect, you must advise us immediately as any changes you wish to make to your booking later may not be possible.
13. Bookings may not be transferred without authorisation nor resold for commercial purposes or at a premium. Admission will be refused to anyone other than persons named on the booking.

14. If you wish to transfer your booking(s) into someone else's name, you must contact the company either by email or telephone at least two hours prior to the start of the game.
15. 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, or ordered to leave the venue.
16. 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.
17. You are entirely responsible for entering your details correctly on the Online Booking Form.
18. Our prices and promotions shown on the Website are subject to change without notice.
19. By booking your experience and making a purchase on the Website, you agree that you have permission from the cardholder.
20. We are not a wheelchair accessible venue and our games include visual and auditory elements. If there are any players who have mobility or accessibility issues, please make their identity known to us at the time of booking by contacting our team at info@aimescape.com. We use reasonable endeavours to ensure that every effort is made to make the experience as enjoyable as possible for all concerned.
21. We may contact you with offers and promotions via the email address that you provided for your booking. You can be removed from our mailing list at any time by contacting us at info@aimescape.com

CANCELLATION AND RESCHEDULING

1. Should you need to cancel or reschedule your booking for any reason, please contact us with your request at info@aimescape.com
2. Our policies are as follows:
 - a. other than in accordance with (b), there will be no refunds offered for cancellations.
 - b. you may reschedule your booking if you give us more than 48 hours' notice. There are no fees for rescheduling. If you need to reschedule within the 48 hour window, you will be charged a £25 rescheduling fee.
 - c. You may not cancel or reschedule a game booked less than 48 hours before or upon less than 48 hours' notice. A full refund will be issued for cancellations up to 14 days prior to a game only if the game is scheduled at an "off-peak" period. Games scheduled at peak periods can only be rescheduled if rescheduling is possible (without charge) and will not be refunded.
 - d. Any cancellations made less than 14 days prior to a game are considered short notice and no refund will be possible.
3. Please note that we will not issue refunds in the event of travel disruptions, misreading the date/ time of a booking or team members dropping out but we will use reasonable endeavours to help you reschedule if possible.

4. Each refund or reschedule request will be reviewed on a case-by-case basis. If you need to cancel/ reschedule a booking please contact us via info@aimescape.com quoting your booking reference number and specifying the date you want to reschedule for as well as the reason you wish to reschedule/ cancel.
5. Should we need to cancel or reschedule your booking, we will notify you of this change as soon as possible. In such an event, we will either reschedule your booking to a mutually agreeable date, or we can offer a voucher to cover the cost of the booking. This voucher can then be used to book a game in the future with us. Although we will use reasonable endeavours to contact you, we cannot guarantee that we will be able to reach you in such a situation. Therefore, it is your responsibility to ascertain whether your booking has been cancelled.

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 require them.
2. Although no physical strength is 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 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 the event you bring fewer players to the experience than booked for, as long as there is a minimum of 2 players in a team, the price difference will not be refunded.
5. In the event you bring 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 any additional players agree to these Terms and Conditions, sign the Consent Form and are in receipt of all relevant information relating to the booking.
7. Please arrive at least 10 minutes before your booking to ensure you get the most out of your experience. Any team member arriving later than 15 minutes after the starting time of the game will be denied entry. If none of the team members arrive within 15 minutes after the starting time, the entire game will be aborted. In such an event, the booking fee cannot be rescheduled or refunded.

THE EXPERIENCE

1. You and all team players must always listen to and follow the instructions given by our Game Masters. These instructions will include, but are 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 order your team to leave the venue without refund.
2. No video recordings or photos are allowed inside the assessment rooms or in the control rooms. You are expected to switch off any video/audio recording devices (this includes, without exception mobile phones, recording devices and cameras),

unless a different arrangement has been made with our venue prior to your booking.

3. We expect you and the team members not to disclose any details of the game directly or indirectly to any third parties. 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.
4. We are entitled to charge you or your team members for any damage which is intentional and/or caused by misuse of company property within the briefing area(s), escape room(s) and control rooms.
5. At no point are you to use force during the experience. The escape game has been designed to be robust and damage resistant. 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 possible revenue loss, then asked to leave. We will treat these circumstances on a case by case basis.
6. 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.
7. CCTV images will be recorded throughout the experience and remain the property of Futuretainment Limited. This includes audio and video monitoring as it is an essential part of running and observing the game. Recordings of the game will be made and stored for up to 5 days with the sole purpose of documenting evidence of illegal behaviour, such as committing wilful damage to company property or harassing members of staff.
8. Although we will use reasonable endeavours to keep your belongings secure at our venue, we will accept no responsibility for said belongings.
9. Our experience has been designed to be in a safe and secure environment; however subject to clause 10 below, 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 Futuretainment Limited.
10. For the avoidance of doubt, nothing in this Agreement limits or excludes Futuretainment's liability for death or personal injury caused to you resulting from our own negligence.
11. We reserve the right to stop the experience, without refund, for, customers who, in the opinion of our Game Masters, behave in a manner that is likely to affect the enjoyment of our other customers, or for customers who use threatening, abusive words or behaviour to other customers or members of staff, or for customers who do not follow written or verbal instructions, or who 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.
12. 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.

13. Drinks and food may not be brought into the venue.

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 4 months unless advertised differently at the point of sale. The first day of the 4 months is the day the gift voucher was purchased. After 4 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@aimescape.com
3. We do not offer refunds for gift vouchers and they hold no cash value.
4. To redeem the gift voucher, email us at info@aimescape.com with the gift voucher code and the email address 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 than bought with 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.
7. There is no refund if the booking is cancelled.

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 our private gallery and the URL will be sent to the person who made the booking with us.
4. To remove your photos from the gallery you have to notify us by sending the URL to info@aimescape.com.
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.

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 them to any third parties and uses reasonable endeavours 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. The user’s browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The user may choose to set their web browser to refuse cookies, or to alert them 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 users’ personal information for the following purposes: to improve customer service; to improve the Website; to personalise the 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 personal information stored on the Website.
9. We respect your privacy and will use reasonable endeavours to treat any personal information you give to us with the utmost care and security in accordance with the guidelines set out 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 links to the Website, is subject to that website’s own terms and policies.
12. Futuretainment Limited 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 be aware of modifications.
13. By using the Website, you signify your acceptance of our policy. If you do not agree to this policy, please do not use the 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 Futuretainment Limited reserves the right to amend these terms and conditions without prior notice.

LINKS TO OTHER WEB SITES

Our Service may contain links to third-party web sites or services that are not owned or controlled by Futuretainment Limited.

Futuretainment Limited has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Futuretainment Limited shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material we will try to provide at least 10 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

CONTACT US

If you have any questions about these Terms and Conditions, please contact us.