

Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

We maintain this website as a service to our customers, and by using our site you are agreeing to comply with, and be bound by, the following terms of use. Please review the following terms and conditions carefully, and check them periodically for changes. If you do not agree to the terms and conditions, you should stop using this site immediately.

The website www.makeyourescapederby.com is owned and operated by Michelle Burton trading as Make Your Escape hereinafter referred to as Make Your Escape .

Make Your Escape holds the right to amend or vary the terms and conditions below including any of the contents of this website from time to time at its sole discretion without prior notice.

These booking conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Make Your Escape (“we”, “us” and “our”). Please read these carefully as they govern the relationship between us, and set out our 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.

By making a booking, the first named person on the booking (“the Lead Name”) agrees on behalf of all persons detailed on the booking that:- He/she has read these terms and conditions and has the authority to and does agree to be bound by them; He/she consents to our use of information in accordance with our Privacy Policy; He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; all information given to us is true and accurate

Acceptance of Agreement.

You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement (“Agreement”) with respect to our site (the “Site”) and premises (the “Premises”). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time, and from time to time, without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

Copyright.

The content, organisation, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, registered trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

Limited Right to Use

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Editing, Deleting and Modification

We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site, including this Agreement, without further notice to users of the Site. 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.

Indemnification

You agree to indemnify, defend and hold us and our partners, solicitors, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable solicitor's fees, related to your violation of this Agreement or use of the Site.

Non-transferable.

Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you.

Disclaimer

THE INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE LIMITED TO YOUR LEGAL RIGHTS THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT

LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US. THIS SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limits

You accept that the Internet is not fully secure. Make Your Escape will take all appropriate steps to protect your information. All responsibility or liability for any damages caused by viruses contained within any electronic file containing any form or document is disclaimed. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or information.

Use of Information

We reserve the right, and you authorise us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

Payments

You represent and warrant that if you are purchasing something from us that (i) any credit card information you supply is true, correct and complete, (i) charges incurred by you will be honoured by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.

Links to Other Web Sites

The Site contains links to other websites. We are not responsible for the content, accuracy or opinions express in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

Submissions

All suggestions, ideas, notes, concepts and other information you may from time to time send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

Venue Applicable Law

YOU AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, OR YOUR USE OF THE SITE OR ANY SAMPLES OR PRODUCTS OBTAINED BY YOU THROUGH SUCH USE, SHALL BE GOVERNED BY THE LAWS OF ENGLAND. THIS SITE IS CREATED AND CONTROLLED BY MAKE YOUR ESCAPE.

Verify Members' Address

Make Your Escape reserves the right to contact a customer via email to verify the accuracy of account information (including the customer's correct name and address) that is needed to provide the customer with the information he or she requested from Make Your Escape

General

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

The game is designed for a team of 2-6 people per room.

These terms and conditions and any contract concluded incorporating these terms and conditions shall be governed by English law and all disputes shall be submitted to the exclusive jurisdiction of the English courts.

Make Your Escape collects and stores your personal details without disclosing it to any 3rd party and is dedicated to ensure that the privacy of your personal information is protected in accordance with the Data Protection Act 1998.

The company expects visitors not to disclose any details of the game directly or indirectly to the public.

The company may contact you from time to time with offers and promotions via email or phone.

The company is entitled to charge the guests for any damage which is intentional and/or caused by misuse of items.

You shall not be permitted to record, capture or snap any photograph, video, film, tape, audio recording whatsoever before, during and after the Make Your Escape game except with the explicit permission of Make Your Escape. If such recording activity is found on the Premises, Make Your Escape including the employee or agent shall reserve the power, authority and consent expressly granted by you to delete, remove or transfer such recording to any device, media or hardware owned by Make Your Escape, the copyright of such recordings will deemed automatically granted by you to Make Your Escape.

Bookings

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 or by telephone will be the “lead name” for the purposes of the booking. The lead name is responsible for payment of the total booking price, which may include any subsequent cancellation or amendment charges that may be payable. 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

The only language available for the conclusion of a contract online is English. Make Your Escape’s games can only be conducted in English and, by concluding the contract with us, you are agreeing to accept this.

Only person(s) who are at least 18 years of age are permitted to book a Game. Furthermore, the Lead Name on the booking confirms that they shall accept responsibility for the welfare of all those members of their group who are aged under 16.

This is a live event game, and once the booking is confirmed, we cannot accept any cancellations, reschedules or give any refunds.

Any purchase on the website is only valid when processed by the company. You shall receive a confirmation once your booking is processed.

If you wish to transfer your booking(s) into someone else’s name, you must contact the company by either email or telephone at least two hours prior to the start of your booking. Your request may not be honoured and can be denied.

Bookings may not be transferred or resold for commercial purposes or at a premium. If a booking is transferred or resold in breach of this condition, the bearer of the booking or the person claiming the right to attend the event will be refused admission.

You are entirely responsible for entering your details correctly on the Online Booking Form.

Make Your Escape collects and stores your personal details without disclosing it to any 3rd party and is dedicated to ensure that the privacy of your personal information is protected

Lateness, No Shows, Amendments and Cancellations

Due to the event being live, it is crucial that teams arrive at least 5 minutes before the start of the booking time (as indicated on the booking confirmation). Any lateness will reduce the teams' game playing time. This is to prevent the game running over and impacting on other teams.

Make Your Escape recommends teams to arrive 15 minutes before the game starts. The 60 minute timer will start running as per the allocated time schedule.

An introduction and health and safety brief is given on arrival, late arrivals will still need to participate in the introduction and health and safety brief, this may reduce the team's time in the game, and Make Your Escape reserve the right not to run the game for longer than the contracted, allocated slot.

A booking becomes a no-show and entry will be declined if the team is late 30 minutes or more. In such a situation the money is not refundable, and the booking is not changeable.

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.

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 and at least 7 days before the game date. 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 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, and we are not obliged to offer any refund.

The arrangements for Make Your Escape 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. If we have to make a major change or cancel, we will tell you as soon as possible and you can either have a refund of all monies paid or accept an offer of alternative booking time. You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

Price and Payment

The price (excluding VAT) of a game is stated on the website under the booking section.

The price is set according to the number of people within the same booking (maximum 6 persons).

Advanced bookings can be made online only.

On the day bookings are extremely limited and are subject to availability. They must be arranged by calling 07572542451. Make Your Escape reserve the right to refuse on the day bookings and, during busy times, may be unable to answer the phone. Any voicemails requesting a booking will not be considered a confirmed booking and we are not obliged to accept these. Walk-in customers will not be accepted.

Full payment is required at the time of booking.

Any major credit or debit cards are accepted

In the situation where less people attending the event than it is booked for, the price difference will not be refunded.

If more people attend the game than it is booked for (up to 6 persons per game) the price difference can be settled upon arrival to the event. We reserve the right not to accept any more than 6 persons per game and a teams' playing so is at their own risk.

Please note we reserve the right to change our pricing at any time, or withdraw promotions, or change the number of players we will accept per game.

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, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond our control may constitute Force Majeure.

Safety, Responsibilities and Liability

We want all our customers to have an enjoyable experience at Make Your 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, our neighbours or our own staff, or put them in any risk or danger, or damage property; or you are unfit to partake in Make Your Escape games, we reserve the right to ask you to leave the game and premises. 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 Make Your Escape buildings 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 have expressly agreed to participate, join, enter, use, play and/or access to Make Your Escape at your sole risk. Make Your Escape, their agents or employees shall not be liable for any death, personal injury, loss or damage however caused while in the venue, location or place related to Make Your Escape nor are they liable for any complaints, claims, refunds or exchange for any reason, including without limitation, cancellation or postponement of the game.

Make Your Escape are not liable for any death, personal injury, loss or damage caused in the venue or property caused by one team member to another. All team members accept responsibility for their own conduct and behaviour.

You shall be solely responsible, answerable, accountable for your personal safety, security, body condition, disease transmission, pregnancy, health condition, while you participate, join, enter, use, play and/or access to Make Your Escape. Make Your Escape hereby expressly warn, caution, advise, inform and/or notify that Make Your Escape may be dangerous, hazardous, risky, and unsafe, insecure to you and you shall be duly informed, notified and understand the underlying danger, risk, hazard of the Escape Room Game and shall further confirmed, ensure and guard against your body condition and personal safety for the Make Your Escape.

Participants are free to stop the game and leave at any point if they feel they do not wish to continue. Refunds are not applicable in such incidences.

You are not permitted to carry or bring any dangerous, harmful or hazardous object into the property including but not limited to sharp objects, explosive items, weapons or items deemed to be dangerous or harmful to other visitors on the premises. In the event of such item or object is found, Make Your Escape including the employee or agent shall have the power, authority and consent expressly granted by you to remove and confiscate such item or object and further decline or refuse your entry to the Premises.

Make Your Escape including the employee or agent shall have the power, authority and consent expressly granted by you to remove and confiscate such alcohol, drug or liquor without any compensation, remedy or damages and shall reserves all rights and authority to take the necessary legal action to ensure reputation of Make Your Escape business remain intact and guard against any risk or harm towards the Make Your Escape business. All losses, damages or legal costs derive from such incident shall be solely borne by you.

People under influence of alcohol or drugs will be turned away or removed from the premises, and their game stated as no-show, without refund.

Each participant will be instructed before their event by one of the employees of the company. After learning the rules of the event, each attendee will participate in the event at their own risk. The company is not liable for any (personal or equipment) damages caused by participants not following the rules described before the event.

Drinks and food may not be brought into the event. Water is available upon request.

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.

Children over the age of 12 must be accompanied by at least 1 adult (over the age of 18) per event. Children under the age of 12 are not permitted to attend.

Clues will not be hidden in lighting, appliances, electrical sockets, plugs or anywhere

else that could be deemed dangerous to take apart, tamper or force. Any such behaviour is done so at own risk, the game will be stopped and participants asked to leave, without refund. Any damages to property will need to be paid for by the lead booking contact.

You shall be responsible to wear the proper and suitable attire including but not limited to footwear and clothing before the commencement of the Make Your Escape game.

All items including but not limited to your personal belongings, objects, luggage, baggage, watches, wallets, items and/or property, shall be kept by you at your sole risk. In any event, Make Your Escape / Venue Owner including the employee or agent shall not be held liable or responsible for any loss of your personal belongings, objects, luggage, baggage, watches, wallets, items and/or property, either within the Premises or outside of Premises. The risk of loss for your personal belongings, stuff, objects, luggage, baggage, watches, wallets, items and/or property shall be borne by you upon entrance on the Premises or engagement with Make Your Escape.

Photos

Photos of each team will be taken at the end of the game.

Photos of each team will be stored on our server linked to the booking

Photos will be watermarked and uploaded to a private gallery

To remove your photos from the private gallery you have to notify us by contacting us our contacts page <http://www.makeyourescapederby.com/contact/>

Photos may be uploaded to social media sites.

Disabilities and Medical Problems

Make Your Escape is situated on the first floor which is accessed via a staircase. Unfortunately there are no lift facilities in the building. Please be aware that the game contains strobe lighting and persons should not participate if they suffer from photosensitive epilepsy. No physical force is required, however, the live event games require teams to search for clues and some puzzle may involve bending, stretching and crawling. Please note that some of our props are made from **latex** and anyone who has a **latex allergy** should contact us prior to booking.

If you or any member of your party has any medical problem, disability or allergy which may affect the participation 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.

The game includes audio clues, therefore it is advisable to have at least one member of the team who can hear. The majority of clues and puzzles are visual ones.

If you have any questions about the game and would like to discuss how we can make it more accessible for individual needs, please contact us. Make Your Escape will endeavour to adapt the game where ever possible. Please note that this can only be done with prior notice and by arrangement. Although we will endeavour to meet any special requests, we regret 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.

Contact

If you need to contact Make Your Escape you can do so using following method:
- using our <http://www.makeyourescapederby.com/contact/> or by calling
07572542451

Our registered office is situated at Make Your Escape Suite 1, 4 Osmaston Road
Derby, DE1 2HR.