



Terms and conditions

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "website") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online reservation service provided on these pages and through the website (the "service") are owned, operated and provided by Bookescaperooms.com ("Bookescaperooms.com", "us", "we" or "our") and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

1. Scope of our Service

Through the website we (Bookescaperooms.com) provide an online platform through which all types of escape room operators can advertise their rooms for reservation, and through which visitors to the website can make such reservations. By making a reservation through Bookescaperooms.com, you enter into a direct (legally binding) contractual relationship with the escape room operator at which you book. From the point at which you make your reservation, we act solely as an intermediary between you and the room operator transmitting the details of your reservation to the relevant room operator and sending you a confirmation email for and on behalf of the room operator.

When rendering our services, the information that we disclose is based on the information provided to us by escape room operators. Although we will use reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including

manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each operator remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any escape room made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

2. Prices, crossed-out rates and Best Price Guarantee

The prices on our site are highly competitive. All prices on the Bookescaperooms.com website are per puzzle escape room and are displayed including VAT and all other taxes (subject to change of such taxes), unless stated differently on our website or the confirmation email.

The crossed-out rate is the standard price you would be expected to pay if you booked directly with the room operator. To ensure we are making a fair comparison, we always use the standard reservation conditions. This means that you get the same room for a lower price every time you book with bookescaperooms.com.

We want you to pay the lowest price possible for your escape room. Should you find your escape room, with the same reservation conditions, at a lower rate on the Internet after you have made a reservation through us, we will match the difference between our rate and the lower rate under the terms and conditions of the **Best Price Guarantee**.

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary. Obvious errors and mistakes (including misprints) are not binding. All special offers and promotions are marked as such.

3. Privacy and cookies

Bookescaperooms.com respects your privacy. Please have a look at our [privacy and cookies policy](#) for further information.

4. Free of charge

Our service is free of charge because, we do not charge you for our service or add any additional (reservation) fees to the room rate. Escape room operators pay us a commission (being a small percentage of the room price) to Bookescaperooms.com.

5. PayPal Payments

Payments are processed through PayPal's own processing mechanism. This guarantees the highest level of security for your credit card payments. Bookescaperooms.com only requires a small percentage (normally 10%) of the total room price to be paid up front, with the rest being paid directly to the escape room operator on the day of the game.

Users who already have a PayPal account need only log in to their account as indicated when the booking is being made. Those who do not yet have a PayPal account can create one in a minute through our booking process.

When affecting payments users are automatically directed to PayPal's website. Bookescaperooms.com does not have any access to user's PayPal or Credit Card details at any point, nor does it store any sensitive payment information.

6. Cancellation

If you wish to review, adjust or cancel your reservation, please send us an email on info@bookescaperooms.com. The deposit paid on reservation is non-refundable.

9. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate

(distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates and availability) of the escape room as made available on our website, (iii) the services rendered or the products offered by the escape room operator or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the room or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

Whether the escape room charges you (or has charged you) for your puzzle room, or we are facilitating the payment of the escape room price, you agree and acknowledge that the escape room is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the room price to the relevant tax authorities. Bookescaperooms.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the room price to the relevant tax authorities.

10. Intellectual property rights

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11. Miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Maltese law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the courts in Valletta, Malta.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

12. About Bookescaperooms.com and the support companies

The online reservation service is rendered by Bookescaperooms.com., which is a private limited liability company, incorporated under the laws of Malta and having its offices at c/o FIN Ltd., Seguna Buildings, Ghajn Dwieli Road, Paola, Malta and registered with the trade register of the Chamber of Commerce in Malta under registration number C57021. Our VAT registration number is MT20886428.

Bookescaperooms.com has its headquarters in Paola, Malta. Bookescaperooms.com does not accept nor assume any domicile at any place, location or office in the world (also not at the office of its support companies), other than its registered office in Paola.