

Definitions

1. Under "De VR Arcade" is meant the private company De VR Arcade B.V., located and holding office at the Asterweg 19 E1, 1031 HL Amsterdam
2. "Customer" means any natural or legal person who has entered into an agreement with De VR Arcade in order to use the facilities of De VR Arcade.
3. "Participant" means any person participating in the Game
4. "Game" means the virtual reality games that are played in the De VR Arcade building
5. "Property" means the property in which the Game is being played.
6. "Compensation" means the total price that the Customer pays for him/herself (and any Participants) to participate in the Game.

Applicable terms and conditions

7. These terms and conditions apply to any agreement that De VR Arcade makes, as well as any participation in the Game. These conditions prevail over any other set of terms that may be used by any Customer, unless otherwise agreed.
8. Anyone admitted to the Property, or located in the Property without permission of De VR Arcade, is deemed to have knowledge of and agreed to these terms and conditions.

Guaranteed numbers

9. A minimum number of participants applies to group arrangements. If there are fewer participants than the indicated guaranteed amount, the costs of the minimum number of participants will be charged. The specific guaranteed numbers will be expressed at the time of booking.

Payment

10. Payment must be made before the Customer (and any participants accompanying him/her) uses any facility of de VR Arcade.

11. In case of reservations, a written commitment must be made. This commitment is binding unless otherwise agreed. Payment is required when making a reservation, unless otherwise agreed.
12. If payment by invoice has been agreed upon, payment must be made within fourteen (14) days after invoice date, in any case. This term is fatal.
13. In case of payment afterwards, de VR Arcade is entitled to charge administrative fees.

Default

14. In case of non-payment of non-timely payment, in accordance with the deadlines described above, there will be default. In this case, the Customer not acting on behalf of an occupation or company owes the current legal interest rate by the due date of the fatal term. The Customer acting on behalf of an occupation of company is subject to the current interest rate, due on the due date of the fatal term.
15. In case of non-payment of non-timely payment, the Customer is liable for collection fees. The Customer will be required to pay costs in accordance with the provisions of the Decree for Compensation for Extrajudicial Collection Charges 2012.

Bookings

16. Booking in advance is not mandatory, but it is recommended.
17. De VR Arcade reserves the right to merge different reservations into one Game. It can not be guaranteed that a (group) Participant(s) has the Game for him/herself, unless the maximum number of Participants is paid for.
18. The time indicated in the booking confirmation is the start time of the Game. The Participant is expected to be present 15 minutes before start time.
19. If the Customer does not arrive in time, it can not be guaranteed that he/she can play the Game for the reserved time period.
20. De VR Arcade is not required to let a Participant who does not arrive or does not arrive on time participate at a different time.

Terms and Conditions of De VR Arcade

Cancellations

21. The Customer can cancel or change the booking up to 48 hours in advance, by rescheduling time and/or date. De VR Arcade reserves the right to charge the reserved number of participants if rescheduling has not happened on time. Repayments are only made in exceptional cases, when agreed.

Drugs & Alcohol

22. Using and carrying alcohol, soft and hard drugs is prohibited. If such means are found on Participants, regardless of their own use or commercial purpose, immediate removal and final denial of access will follow.
23. If the staff of de VR Arcade suspects possession and/or use of drugs or if a Participant is suspicious within the premises, de VR Arcade reserves the right to immediately deny access to the Participant.

Belongings and clothing of Customers

24. Items found must be delivered to de VR Arcade staff
25. De VR Arcade is not responsible for the loss of clothes and/or other belongings of a Customer or Participant. Clothes and/or belongings left by Participants are kept for a period of two months. After that time, those items will be cleared.

Safety

26. Customers and Participants may be required to show identification.
27. Everyone is obliged to follow the instructions of the personnel of de VR Arcade at all times.
28. Multiple camera's have been placed in sight and out of sight, for your safety. Any recordings made by these camera's will not be shared with third parties. Recordings will be saved for a limited amount of time, but as long as necessary for the detection of disorder, violation of any laws and/or any other undesirable behavior. By accepting these terms and conditions of De VR Arcade B.V, Customers and Participants agree to being recorded for the previous mentioned reasons

Liability De VR Arcade

29. Entering the facilities of de VR Arcade is all at your own risk.
30. Any liability of de VR Arcade for damage (including as a result of theft) of any Customer or Participant is excluded.
31. In the event that de VR Arcade was found liable, that liability is limited to the amount paid in the case under the liability insurance.

Liability Customer and Participant(s)

- 31A Customers and Participants are jointly and severally liable for damage resulting from loss, theft, or damage to the belongings or property of (the staff of) de VR Arcade and third parties, as well as for any injury caused to de VR Arcade and third party employees, regardless of whether the damage or injury is the result of any act or omission of the Customer him/herself, or Participants in the premises of de VR Arcade with the consent of the Customer
- B With regard to the materials to be used by the Customers and Participants during play, the following amounts must be compensated in the event of loss, theft or damage to the concerning material.

Markers	€10,-
Tracking Clip	€20,-
Oculus Rift goggles	€350,-
Computers (PC or BackpackPC)	€750,-
Oculus headphones	€75,-
Weapon	€250,-

32. The Customer indemnifies de VR Arcade for all claims relating to third party damage which are (partly) the result of any act of omission of Customer or Participants in the premises of de VR Arcade with the consent of the Customer.

Minimum age

33. Participants must be 13 years or older on the day of the participation. Participants under the age of 18 must be accompanied by an adult at all times.

Modification of terms and conditions

34. De VR Arcade is authorized to change these terms

Applicable Law

34. All agreements with de VR Arcade are governed by Dutch law.
34. In respect of all disputes arising from this Agreement, the court of de VR Arcade office shall have jurisdiction unless another lawyer had jurisdiction under the law.