



Terms and Conditions De VR Arcade B.V.

Definitions

1. "De VR Arcade" means the private limited company De VR Arcade B.V, established and having its offices at Westzanerdijk 133 in (1507 AD) Zaandam.
2. "Customer" means any natural or legal person who has entered into an agreement with De VR Arcade with a view to the use of 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 has been agreed after invoicing, payment must in any case be made within fourteen (14) days of the invoice date. This deadline is fatal.
13. In case of payment afterwards, De VR Arcade has the right to charge administration costs.

Default

14. In case of non-payment or late payment in accordance with the strict deadlines described above, there will be a default. In that case, the Customer who does not act in the exercise of a profession or business by the due date of the deadline shall owe the statutory interest at that time. The Customer who acts in the exercise of a profession or business owes the commercial interest at that time as of the expiry date of the deadline.
15. In the event of non-payment or late payment, the Purchaser will be charged collection costs. A Customer will owe costs in accordance with the relevant provisions in the Decree on Extrajudicial Collection Costs 2012.

Bookings

16. Booking in advance is not mandatory, but it is recommended.
17. The VR Arcade reserves the right to combine several reservations into one Game. There cannot be guarantees that a (group) participant (s) has / have the Game for himself, unless payment is made for the maximum number of places.
18. The time indicated in the confirmation of the reservation is the starting time of the Game. The Participant is expected to be present 15 minutes before the start time.
19. If the Customer does not arrive on time, it cannot be guaranteed that he can play the Game for the reserved time period.
20. The VR Arcade is not obliged to allow a Participant who does not arrive or does not arrive in time to take part in the Game at a different.

Cancellations

21. The Customer can cancel or change the reservation up to 48 hours in advance by means of rescheduling time and/or date or get a refund. After this, De VR Arcade reserves the right to charge the reserved number of Participants. In the event of cancellation within 48 hours, the reservation will not be reimbursed to the Customer.

Drugs & Alcohol

22. The use and possession of alcohol, soft and hard drugs is prohibited. If such means are nevertheless found among Participants, irrespective of their own use or commercial purposes, this means immediate removal and definitive denial of the access.
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.



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Belongings and clothing of Customers

24. Lost property must be delivered to the staff of the VR Arcade.
25. The VR Arcade is not liable for the loss of clothing and/or other property belonging to a Customer or Participant. Garments and/or properties that have been left behind by the Participants will be kept for a period of two months. After that period, these items will be thrown away.

Safety

26. Customers and Participants may be required to identify themselves.
27. Everyone is obliged at all times to follow the instructions of the staff of the VR Arcade.
28. In connection with safety and order in and around the building, visible and non-visible cameras have been set up in various places. The recordings made with these cameras are not shared with third parties and are kept for a limited time, except to the extent that the recordings are necessary for the detection of possible disturbances, violations of law or other undesirable behavior. By accepting these conditions, Customers and Participants agree that images can be made of them for the aforementioned reasons.

Liability De VR Arcade

29. Entering the facilities of De VR Arcade is for everyone at their own risk.
30. Any liability of De VR Arcade for damage (also as a result of theft) which Customers or Participants suffer is excluded.
31. In the event that the VR Arcade should prove to be liable then this liability is limited to a maximum of the amount paid out under the liability insurance in the relevant case.

Liability Customer and Participant(s)

32. Customers and Participants are jointly and severally liable for damage resulting from loss, theft, or damage to the property or property of (staff of) De VR Arcade and third parties, as well as to any injuries caused to employees of De VR Arcade and third parties, irrespective of whether the damage or injury is the result of any act or omission on the part of the Purchaser itself, or Participants who were in the De VR Arcade Building with the permission of Customer.

33. With regard to the materials to be used by the Customer and Participants during play, the following amounts must be compensated in the event of loss, theft or damage to the material concerned:

Markers	€ 10
Tracking clip	€ 20
Oculus Rift goggles	€ 350
Computers (PC or BackpackPC)	€ 3.000
Oculus headphones	€ 75
Weapon	€ 250
HTC controller	€ 165
HTC VR goggles	€ 880

34. The Customer indemnifies De VR Arcade against all claims in respect of damage by third parties that are (also) the result of any act or omission of the Customer or Participants who were on the premises of De VR Arcade with the permission of the Customer.

Minimum age

35. 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.

Modifications on terms and conditions

36. De VR Arcade is authorized to change these terms.

Applicable Law

37. All agreements with de VR Arcade are governed by Dutch law.
38. In respect of all disputes ensuing from this agreement, the court of the place of business of De VR Arcade shall be competent, unless another judge is compelled under mandatory law.