

## **General terms and conditions Sky High V.O.F.**

### **Article 1 – Definitions**

- 1.1 "Sky High" means the private company Sky High V.O.F.
- 1.2 "Customer" means any natural or legal person who has a Sky High agreement with a view to using the facilities of Sky High.
- 1.3 "Facilities" means: all services and products that Sky High offers such as, but not exclusively; escape room (s) and catering facilities.

### **Article 2 - Applicability**

These terms and conditions apply to every agreement that closes Sky High, as well as to every participation in one of Sky High's facilities. These conditions prevail over each other set of conditions that may be used by any customer, unless otherwise agreed.

### **Article 3 - Warranty numbers**

A minimum number of participants applies to group arrangements. The minimum number depends of the specific facility that has been agreed. If there are fewer customers than for that specific facility stated warranty number then at least the costs for the minimum number customers will be charged. The specific warranty numbers and the corresponding amounts are in the agreements per facility.

### **Article 4 - Payment**

- 4.1 Payment must be made before using any facility.
- 4.2 In case of reservations, 50% of the fee to be paid must be paid in advance. The remaining amount must be paid on the day of participation, unless otherwise stated in writing agreed.
- 4.3 If payment has been agreed after invoicing, payment must in any event be made within fourteen (14) days after the invoice date. This deadline is fatal.
- 4.4 In case of payment afterwards Sky High has the right to charge administration costs

### **Article 5 - Default of payment**

5.1 In the event of non-payment or late payment in accordance with the strict deadlines described above omission. In that case, the customer who does not act in the exercise of a profession or business per expiration date of the final deadline owed the statutory interest at that time. The customer acting in the exercise of profession or business is the expiration date of the deadline time of trade interest due.

5.2 In the event of non-payment or late payment, the customer will incur collection costs. A customer who does not acts in the exercise of profession or business costs will be due according to what this is stipulated in the Extrajudicial Collection Costs Decree 2012.

A customer who does act in the exercise of a profession or business will incur costs in accordance with the relevant provisions in report Voorwerk II.

### **Article 6 - Cancellation**

- 6.1 If by a customer who does not act in the exercise of a profession or business is not paid in accordance with what has been agreed, Sky High reserves the right to make a reservation cancel and charge the actual cost of the cancellation.
- 6.2 If a customer who does act in the exercise of profession or business does not pay in accordance with what has been agreed, Sky High reserves the right to make a reservation

cancel and a percentage of the turnover to be expected as a result of the relevant reservation including service fees and VAT, depending on the time of cancellation and increasing up to 100% of the expected turnover including service fees and VAT.

6.3 If a customer decides to terminate the use of any facility prematurely, no refund will be granted.

## **Article 7 - Safety**

7.1 Entering the facilities of Sky High and the surrounding area is at your own risk.

7.2 When entering the whole one deliberately enters an environment in which there is an increased risk of damage or injury. Sky High applies strict rules with a view to ensuring the safety of everyone.

7.3 Upon entering the whole one accepts an increased risk, as well as accepting the applicable safety regulations. These regulations are exhibited at various locations, are available free of charge at every registration desk and are listed on the Sky High website.

7.4 The consequences of not requesting or not complying with any safety regulations are at your own expense and risk.

7.5 Everyone is obliged to follow the instructions of Sky High at all times.

## **Article 8 - Liability Sky High**

8.1 Any liability of Sky High for damage (also as a result of theft) which customers or visitors suffer is excluded, unless this is legally regulated by law.

8.2 The above applies to everyone and regardless of whether the damage is caused by, (but not limited to):

- entering the escape rooms;

- an accident during the visit to the escape rooms or any accident with other customer (s);

- violation of safety regulations by any customer or visitor; conditions that can be attributed to the customer or visitor.

8.3 In the event that Sky High 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.

## **Article 9 - Liability of the customer**

9.1 Customers (and others who accompany them) are jointly and severally liable for damage resulting from loss, theft, or damage to the property or property of (personnel of) Sky High and third parties, as well as to any injuries caused to employees of Sky High and third parties. irrespective of whether the damage or the injury is the result of any act or omission of the customer himself, or others who were on the Sky High premises with the permission of the customer.

9.2 The customer indemnifies Sky High against all claims in respect of damage of third parties that are (partly) the result of any action or omission of the customer, or others acting with the permission of the customer on the premises of Sky High.

## **Article 10 - Complaints**

10.1 Despite all the care of Sky High it may happen that a customer has a justified complaint. This complaint must in principle be reported on the spot and directly at the registration desk.

10.2 If immediate reporting can not reasonably be expected, the complaint must be submitted in writing to Sky High within eight working days after receipt of the services or related invoices, stating the facts to which the complaints relate.

10.3 Sky High will respond to the complaint substantively within 14 days of the date of the written complaint.

**Article 11 - Applicable law, competent law**

11.1 Dutch law applies to all agreements concluded with Sky High.

11.2 With regard to all disputes ensuing from this agreement, the court of the place of business is authorized of Sky High, unless another judge is legally competent under the law.