### VIER HOOG EINDHOVEN

#### Article 1. Who are we?

We are Vier Hoog Eindhoven B.V., trading as Mega Bowling Eindhoven, but we prefer to call ourselves Vier Hoog Eindhoven. You can find us through www.vierhoogeindhoven.nl & www.megabowlingeindhoven.nl. To visit us, you can come (by bike, segway, car, bus, or simply on foot) to the following address.

Vijfkamplaan 6-A 5624 EB Eindhoven Chamber of Commerce number: 90835808

#### Article 2. Definitions

- 1. As a legal entity, we are known as 'Vier Hoog Eindhoven B.V.' We refer to ourselves as 'Vier Hoog Eindhoven' or more simply, 'we.'
- 2. Guest(s): Any natural or legal person making a reservation with Vier Hoog Eindhoven.
- **3.** Reservation: When you have wholeheartedly agreed to spend an unforgettable morning/afternoon/evening with us.
- **4.** Activities: All activities that a guest can book at Vier Hoog Eindhoven, namely bowling and laser tag.
- 5. Catering: This includes everything you can eat and drink with us.
- **6.** Day: A calendar day (quite simple, isn't it!)

#### Article 3. Applicability

- 1. These general terms and conditions exclusively apply to and are part of every offer from Vier Hoog Eindhoven and every agreement and/or reservation between you and Vier Hoog Eindhoven.
- **2.** Additional conditions may apply to specific activities and services, and we will confirm this beforehand. In case of discrepancies between these conditions, the additional conditions apply (unless otherwise agreed in writing).
- **3.** A guest can only deviate from one or more provisions when we both agree, and this is documented in advance. This prevents any disputes.
- **4.** Vier Hoog Eindhoven may change or supplement the general terms and conditions at any time. We believe it is only fair to inform you, as a guest, within a reasonable period. The modified conditions are binding from the date we indicate.
- **5.** At your convenience, you can review the general terms and conditions again. Visit our website or send an email to info@vierhoogeindhoven.nl, and we will send you a digital version.

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#### Article 4. General Guidelines

In every home, certain rules are in place to ensure everyone's safety and enjoyment. The same applies in our establishment. As is customary with rules, they must be adhered to by everyone. Our house rules will be prominently displayed and/or provided in a clear location—impossible to overlook! All staff members at Vier Hoog Eindhoven will monitor guests to ensure compliance with the rules and address any violations. Therefore, we kindly ask you, as a guest, to listen and comply when requested. Failure to do so repeatedly may result in us sending you (and potentially the others accompanying you) back to your own home. In such cases, there is no entitlement to compensation or refund.

#### **Article 5. Opening Hours**

You can visit us 365 days a year, but not around the clock. Our opening hours are published on our website. We reserve the right to modify these times but will always communicate any changes in advance.

#### Article 6. Liability and Damages

- 1. Everything you do with us is at your own risk.
- **2.** If you are under 18 years old, someone older than 18 must accompany you during activities, or we must have written confirmation from your parents/guardians approving your participation.
- **3.** Vier Hoog Eindhoven cannot be held liable for personal injury, theft, or damage of any kind, regardless of the cause, arising before, during, or as a result of the activities offered by Vier Hoog Eindhoven, unless otherwise stipulated by law.
- **4.** If damage occurs due to our deliberate negligence, our liability is still limited to the extent covered by our liability insurance and accepted by our insurers (who are very clever people with whom we have insurance).
- **5.** Any potential compensation for damages can never exceed the total amount you have reserved and will be assessed by the very clever people mentioned in Article 6.4. In the event of any form of damage, we must be immediately notified (no later than within 24 hours), and we will thoroughly document the situation in writing together. Failure to do so will result in us no longer processing the claim
- **6.** Damage within and around the company will be claimed from the perpetrator—the individual who caused it.

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#### Article 7. Quotation & Reservation

- **1.** All our quotations and offers are non-binding, except when we set a term for acceptance in the quotation. A quotation or offer automatically expires when we no longer offer the activity or service. A quotation expires (unless stated otherwise) after 5 working days. If it is not signed within that period, it also expires. A quotation is a one-time offer, so if a reservation is made at a later date, you cannot rely on the same terms.
- 2. If there is an error in the quotation due to a mistake or typo, you cannot hold us accountable. Making mistakes is human and may occasionally happen to us as well. Reserving packages and activities is possible both online and by phone but becomes definitive only after we have sent a confirmation. From that moment, the booking can only be reversed through a cancellation. Costs are associated with this, as indicated later in the "Cancellation" article.
- **3**. Every confirmed reservation in writing is considered as a commitment (nice word, isn't it?). This means that we will do our utmost to ensure that you can do something super fun at Vier Hoog Eindhoven on a specific date, start time, and end time. If you come with a group and someone does or does not want to participate in an activity, we will find a solution together. This does not automatically entitle you to a refund or other compensation.
- **4.** The specified times in the reservation may slightly deviate from the actual times, but we always communicate this in advance.

#### **Article 8. Prices**

- 1. Our prices include VAT unless stated otherwise. We reserve the right to change prices without prior permission. If there is a change, we will inform you in writing beforehand. We believe this is fair.
- **2.** Special rates apply on public holidays, regardless of the day they fall on. After all, it's a celebration for us too.

#### Article 9. Entrance

To share information about us and what will happen during your time with us, we expect everyone to be present 15 minutes before the start time of the reservation.

#### Article 10. Modification, Cancellation, No-show & Late Arrival

Up to 48 hours before the start time of the reservation, a change in the number of participants can still be communicated. If people are unable to attend and it is not communicated, the reserved number of persons will be billed. It is your responsibility to bring enough enthusiastic people to participate in the activity, but we believe this will be easily achievable! For example, to play an escape room, you need a minimum of 4 people.

Attention! Exception: For a group of more than 20 people, the number of participants can still be changed up to 7 days before the reserved date.

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These cancellation conditions apply to both the cancellation of entire reservations and the cancellation of one or more individuals.

#### 1. Cancellation of a reservation of 20 persons or fewer;

- Up to 48 hours in advance, the reservation can be canceled free of charge.
- For cancellations within 48 hours, we will charge the full package price.
- If an arrangement is booked, and there are fewer participants on the day itself, we will charge 50% of the arrangement price for that participant (not applicable for individual activities such as an hour of bowling, in which case the previous point applies).

#### 2. Cancellation of a reservation of 20 persons or more;

- Up to 14 days in advance, the reservation can be canceled free of charge.
- Between 14 and 7 days, free cancellation is no longer possible. However, we offer the option to reschedule the reservation within a period of three months at no additional cost.
- For cancellations within 7 days, we will charge 50% of the arrangement price.

#### 3. Cancellation of reservations with a (last-minute) promotional rate;

• Reservations with a last-minute promotional rate cannot be canceled or rescheduled. This is specified if applicable in the reservation.

#### 4. Refund;

• For refunds, we adhere to a payment term of a maximum of ten days. Refunds will be made in the same manner as the original payment.

In the case of a no-show (failure to appear), the full amount of the reservation must still be paid.

While the customer is considered king, emperor, and admiral, we cannot accommodate everyone who arrives late (whatever the reason may be). Otherwise, the entire schedule gets disrupted, which is not enjoyable for anyone. However, if it is possible for us to be flexible with end times, we promise to do so.

#### Article 11. Modification/Cancellation of Booking by Vier Hoog Eindhoven B.V.

Under unforeseen or extreme circumstances, we reserve the right to modify the booked activity. We will always try to offer an alternative that closely resembles what was initially booked. In case of cancellation, we will propose an alternative date.

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#### Article 12. Payment

On the day of the reservation, payment must be made in cash and/or by card. For businesses, payment by invoice is possible, incurring additional costs (€7.50 per invoice). When opting for invoice payment, a company information form must be completed. By signing this form, the organization agrees to the reservation and our payment conditions (the invoice must be paid within 14 days).

#### Article 13. Gift Vouchers

Gift vouchers are great to give and receive. That's why we sell them at Vier Hoog Eindhoven! When you use the Vier Hoog Eindhoven gift voucher with us, it cannot be exchanged for cash (including the remaining value). The voucher is valid for up to 2 years from the date of issue.

#### Article 14. Applicable Law and Disputes

- 1. For clarity, it is explicitly stated that Dutch law exclusively applies to all offers/reservations & agreements.
- 2. While we hope it never happens, in the event of a disagreement (based on an offer/reservation/agreement) that we cannot resolve ourselves, the dispute will be submitted to the competent court in the location of Vier Hoog Eindhoven (in Eindhoven). If there is a mandatory legal provision designating another court, it will be submitted to that designated court.



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Eindhoven