



TERMS AND CONDITIONS

Please read these Terms & Conditions (“T&C”) carefully before you submit your order to us. These T&C tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1. Terms, and what we mean:

“RD” is us the company ROAMDOME Limited as the supplier of virtual reality simulation services, sells all tickets and supplies all VR Experiences (VR Experiences) and facilities to you (the Customer) including, but not limited to gaming, simulation walk throughs, training exercises, use of motion capture and tracking technology, use of wearable computing technology, use of wireless controllers, use of haptic feedback technology, use of head mounted virtual reality displays, use of free roam untethered virtual reality simulation technology and equipment, recreation and waiting areas, equipment rental and maintenance, use of tracking spaces and the presence of people and objects therein, the surrounding areas and any other associated activities, hereby known as the “Activities” in the ROAMDOME venue are subject to the following conditions:

“Booking” is a timed booking request for you and your group to visit the RD venue to participate in the experience.

“Confirmed Booking” is the completed and paid for booking for a specific time as communicated by RD which forms the sale contract.

“Activities” or “Experience” is the VR experience within the Venue.

“Experience Images” are the images captured during your experience for you or your group to purchase as a memento of your visit. Subject to availability at each venue.

“Experience Rules” are the Rules you agree to adhere to during your visit at ROAMDOME.

“Named Experience” is the specific identity of the VR experience.

“Participants” are the persons participating in the VR experience.

“5 Minute Policy” is our strict Policy to ensure smooth operation of each venue.

“Venue” is the area inside the premises where we deliver services including the VR experience, hospitality services and customer facilities.

“Writing” means hard copy letter or emails and attachments. When we use the words “writing” or “written” in these terms, this includes emails.

2. When do these T&C apply

- a. These T&C apply to you as the person placing the booking and all others in your group paid for under the booking. Where the term "You" is used this could mean any persons in your group.
- b. By purchasing a ticket and participating in the Experience you accept to abide by our T&C.
- c. Please note that, if you are making the booking on behalf of others in your group, it is your responsibility to ensure that all additional participants agree to these T&C and are in receipt of all relevant information relating to the booking and the Experience itself. RD shall not be responsible if members of your group are unable to participate in the Experience as a result of you failing to provide them with all the relevant information.

3. Information about us and how to contact us

- a. Who we are.
We are ROAMDOME Limited ("RD") a company registered in England and Wales. Our company registration number is 11899025 and our registered office is at 85 Great Portland Street, First Floor, W1W 7LT, United Kingdom.
- b. How to contact us.
You can contact us by writing to us at hello@roamdome.co.uk or at the above address.
- c. How we may contact you.
If we have to contact you we will do so by telephone, SMS or by writing to you at the email address or postal address you provided to us in your booking.
- c. Electronic communication
When you use our website or send emails to us,

you are communicating with us electronically.

We will communicate with you by e-mail, telephone, SMS or by posting notices on the website or. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement of such communications, unless mandatory applicable laws specifically require a different form of communication.

4. Your Account

- a. If you use our website and booking system to purchase your ticket you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings, in the Your Account area of the website.

- b. You must not use our website or our booking system: (i) in any way that causes, or is likely to cause, any of our booking services, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety.
- c. We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these T&C or any other applicable terms and conditions, guidelines or policies.

5. Our contract with you

- a. How we will accept your booking.
Our acceptance of your booking will take place when we have received your payment and have confirmed your booking by email. Only once you have received our booking confirmation will we have concluded a contract with you to participate in an Experience ("Contract").
- b. If we cannot accept your booking.
If we are unable to accept your booking, we will inform you of this and will not charge you for the services.

6. The Experience

- a. We will deliver the Experience to you at the ROAMDOME venue at UNIT 8, 2 NEW STAR RD, LEICESTER LE4 9JD, UNITED KINGDOM (the "Venue") on the date specified in the booking confirmation email that we sent you.

- b. Before participation in the Experience, you and each person in your group will be required to complete and sign a liability waiver ("Liability Waiver") which includes our health and safety notification and a link to these T&C. If you or any of your group do not complete and sign the Liability Waiver you will not be permitted to participate in the Experience and shall not be due any refund. You and your group are required to complete the Liability Waiver before you arrive.
- c. You acknowledge that it is your responsibility to contact us regarding the suitability of the Experience in respect of any health or disability issues that you may be concerned about.
- d. RD reserve the right to refuse entry to or remove any person from the Venue for failure to comply with any of these T&C.

7. Our rights to make changes

We may change the Experience:

- a. to reflect changes in relevant laws and regulatory requirements;
- b. to implement minor technical adjustments and improvements. These changes will not affect your use of the Experience.

8. Providing the Experience

- a. We are not responsible for delays outside our control.
If our performance of the Experience is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise

the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If there is a substantial delay you may contact us to either re-book another time or to end the contract and request a refund for any Experiences you have paid for but not received. We do our utmost to ensure your Experience will begin at the time you book. Please also see our 5 Minute Policy

b. Reasons we may suspend the Experience.

We will endeavour to contact you in advance to tell you we will be suspending the Experience, however this may not always be possible if the reason is due to an unexpected incident, emergency or operational problem.

c. We may have to suspend the Experience to:

- i. deal with technical problems or make minor technical changes;
- ii. update the services to reflect changes in relevant laws and regulatory requirements;
- iii. deal with an incident or an emergency.

d. Your rights if we suspend the Experience.

Our staff endeavour to rectify the issues as quickly as possible. We ask for the customer's patience during this process and any session time lost will be compensated back to the customer. On occasions where it is not possible to compensate play session time then any time lost will be credited back to the customer to use on a future booking.

In the case of unforeseen circumstances (i.e. equipment malfunction, electricity failure) when an entire booking cannot be honoured then a full refund will be provided or an alternative time slot can be booked.

However, please note that we will not be liable and will not pay for any costs incurred by the

suspended Experience (i.e. transportation, parking costs, time taken off, etc.).

9. Your obligations

a. You agree to co-operate with us in all matters relating to the Experience.

b. The minimum age for participation in the Experience is 12 years old. If you are under 18 years old, a parent or guardian must be present either participating in the Experience with you or waiting in the Venue: they must remain inside the Venue at all times. One parent or guardian is required per group where there is a participant under 18. You acknowledge that you and any persons in your group may be asked to provide photo identification for proof of age before being able to participate.

c. Non-ticket holders who are 12 and over are welcome to visit the bar area. Those who are under the age of 15 will need to be accompanied by a parent or guardian aged 18 or over. We operate the Challenge 25 scheme and proof of ID may be required when ordering alcoholic beverages. Failure to produce a valid ID will result in service being refused.

d. Offensive, irresponsible, or unsafe behaviour, theft or vandalism, will not be tolerated and you and anyone in your group will forfeit any payments already made to RD and be requested to leave the Venue.

e. We may ask you and all persons in your group to leave the Venue should you or anyone in your group either are or become intoxicated or behave in an aggressive, abusive or threatening way towards either RD staff or any other customers.

- f. You must follow all written and verbal instructions and warnings provided by staff members. These include all safety directions and the Venue and Experience rules. Failure to comply with such directions shall entitle RD to remove you and your group from the Venue.
 - g. All participant in the Experience must listen to staff on how to use our equipment properly and how to request staff assistance within the Experience before the Experience commences.
 - h. We may ask you or any persons in your group to exit the VR Experience if the RD staff judge that you are not following the Experience Rules or you may endanger yourself or others or are mistreating RD property in any way. In such instances RD will not be liable to reimburse or recompense you or persons asked to leave.
 - i. RD retains the right to refuse admission to the Venue or Experience if the supervisory team believe you are unduly under the influence of alcohol or drugs.
 - j. All persons are required to comply with COVID-19 measures in force at the Venue and as set out on any signage or information within the Venue.
 - k. RD has the right to carry out temperature checks and other tests in order to minimise the spread of COVID-19 on arrival at the Venue and has the right to refuse you and any of your party entry if you or they are showing COVID-19 symptoms or indications.
 - l. Should you or any of your party be suffering from COVID-19 symptoms or have been diagnosed with COVID-19 within 14 days prior to the booking date, you and/or they should not attend the Venue and should contact the Venue by email by 5pm on the day prior to the booking at hello@roamdome.co.uk to rearrange the Experience.
 - m. You agree to indemnify and hold harmless RD from any costs, expenses, loss, liability, damages or costs that may arise as the result of or in connection with contracting the COVID-19 virus or variants thereof whilst at or in contact with anyone at the Venue.
 - n. You are liable for the costs of any and all damage caused by you or persons included in your booking, such as damage to the Venue, VR headsets, backpacks, headphones, controllers, PCs, sensors and LED Screens. In the event of such damage, you are responsible to reimburse RD for the replacement cost or for the reasonable cost of repair of such property.
 - o. You are responsible for your own personal property and the property of those persons under your care or supervision whilst visiting the Venue. Lockers are provided free of charge for your personal belongings.
- 10. 5 Minute Policy and Cancellation Policy**
- ROAMDOME operates a strict 5 MINUTE POLICY.
- a. Customers and Groups must check in at the Venue with the Venue host(ess) 15-30 minutes prior to your booking time. We cannot start until your whole party is present. Please account for traffic, parking, and other events that may delay your arrival. We have a strict 5 minute grace period policy for your reservation.
 - b. Customers and groups who arrive less than 5 minutes late for the booking time, will have their Experience be shortened.

- c. To ensure our other guest bookings are not impacted, any tardiness beyond 5 minutes will result in a cancellation of your booking, a £40.00 Administration Fee will be applied, and the rest of your initial payment will be issued as a voucher that can be applied to a future booking.
- d. No-shows will incur automatic cancellation of your booking and forfeiture of payment.
- c. Refunds for any money paid in advance of a booking will only be provided if cancelled and confirmed by the Venue prior to 24 hours before the Experience is due to take place (48hrs for Party Package and Event bookings). After this time no refund or changes can be made.

11. Your rights to end the contract

- a. You can always end the contract before the Experience has been supplied. You may contact us at any time to end the contract for the Experience but subject to clause 10 we will not refund on cancellation.
- b. What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out below, the contract will end immediately and you will be offered an opportunity to re-book another time. If this cannot be agreed, we will refund you in full for any services which have not been provided or have not been properly provided.

The relevant reasons are:

- i.
 - i. RD cannot offer you the Named Experience for which you have a Confirmed Booking;
 - ii. You have been notified that the Experience is unable to be offered to you

within a reasonable time of your booked time for operational or other reasons;

- iii. You have contracted Covid-19 and can furnish a verifiable lab result.

12. Our rights to end the contract

We may end the contract if you break it. We may end the contract at any time without recompense or liability to you or anyone in your group if:

- i. You or persons in your group are in breach of your obligations under these terms and conditions;
- ii. You or persons in your group do not complete and sign the liability waiver and indemnity form and in so doing acknowledge the health and safety notification as referred to in clause;
- iii. if, in the opinion of any of RD's staff, you or any persons in your group are intoxicated or are behaving in an aggressive, abusive or threatening way towards either RD staff or any other customers;
- iv. you or anyone in your group do not follow the Venue and Experience rules; or
- v. you or anyone in your group fail to follow any safety directions or Experience instructions.

13. If there is a problem with the experience

- a. If you have any questions or complaints about the services, please contact us. You can contact us by emailing hello@roamdome.co.uk. We are under a legal duty to supply the

Experience in conformity with the terms of this contract.

- b. During your Participation, if the Experience is subject to significant technical faults (such that you are prevented from being able to complete the Experience, or your Experience is significantly impaired) you may ask to participate in the Experience again on a different date or you may request a refund.

14. Price and payment

- a. The price of the booking (which includes VAT) will be the price set out on the booking and payment page of our website in force at the date of your booking unless we have agreed another price in writing.
- b. All prices quoted on fliers, by telephone or on our website include VAT. If the VAT rates change, we reserve the right to change our prices accordingly. If you have already paid before any changes occur then the price will remain as detailed on your Confirmed Booking.
- c. Once your payment has been processed, we will send you an email confirming how much you have paid.
- d. We accept payment by Visa, Mastercard, credit and debit cards, Apple and Google Pay. Payment must be at the time of booking, and we will not accept your booking unless it has been paid for in full. ROAMDOME operates a
- e. cashless business.
- f. All special offers, discount codes or vouchers can only be applied at the time of a booking, they cannot be used after or any adjustments made for not using them at the time of booking. We reserve the right to withdraw any offers at any time, without notice.

All offers are subject to availability plus any additional terms details when advertised.

15.

Our responsibility for loss or damage suffered by you

- a. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- b. We do exclude and limit our liability to you to the fullest extent permitted by law. But we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our gross negligence or the gross negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- c. We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. Subject to clause 14 our total liability to you, howsoever arising under or in connection with the contract, shall be limited to 100 per cent

of the price paid or payable by you under the contract.

- e. We take no responsibility for personal possessions brought onto the premises. Storage lockers are provided for user convenience only and we will not be liable for any loss, damage or theft of items.
- f. We cannot be held responsible for any personal belongings. Code lockers are provided but it is your sole responsibility to look after anything you bring into the Venue.

16. How we respect your privacy and may use your personal information

- a. RD complies with the Data Protection Act 2018 and General Data Protection Regulation ((EU)2016/6979) and Undertakes to keep any customer data secure at all times will comply with any written customer requests to securely delete individual data from the management database will only give your personal information to third parties where the law either requires or allows us to do so. We are registered with the Information Commissioners Office. Our ICO Reg. No. is: ZA525540. If you wish to make a complaint directly to the ICO about the way we handle and store your data, you can do so at: <https://ico.org.uk/make-a-complaint/>
- b. How we will use your personal information. We will use the personal information you provide to us to:
 - i. provide the services, complete or communicate with you about your booking, using emails or telephone; and
 - ii. process your payment for such services, holding any credit or bank card details only for the duration of your Booking or

should a security deposit be levied for any reason for the duration of the use of the equipment used in the Experience; and

- iii. if you agreed to this during the Booking process, to inform you about similar products that we provide, promotional offers, discounts and events; and you may stop receiving these communications at any time by contacting us;
- iv. compile customer data for the sole purposes of management forecasting or management planning in relation to the business and such data will be securely deleted at the time when the data is no longer needed.

- c. CCTV cameras are used to assist in the proper running of the Venue and the Experience, CCTV and other audio and visual recordings may also be undertaken for security reasons, by accepting these terms and conditions, you agree that RD may use such images for the purposes of maintaining and investigating safety and security at the Venue and in the Experience. Such recordings shall be used, stored, transferred and destroyed in accordance with the Privacy policy at all times.
- d. You grant permission for us and our technical partner to capture experience Images of you and your group during your Experience for the purposes of creating a lasting memory for you to purchase and own. You have the right to opt out of the Experience Image capture process. We will securely store Experience Images for you locally at the attraction for a period of 2 weeks then and safely on a dedicated cloud server for a period of 60 days. After this

your Experience Images are automatically electronically deleted.

- e. The use of Experience Images by us for the purpose of illustration, promotion, advertising or similar by RD will require your consent.

17. Force Majeure

- a. If RD is temporarily unable to perform the agreement or the service properly due to force majeure, it will have the right to suspend the agreement for the duration of the force majeure situation.
- b. In the event of temporary force majeure, RD's obligation is limited to offering the customer a voucher that will be valid for one year. The Park will not owe the customer any compensation in the event of force majeure.
- c. Cases of force majeure include: strikes, protests, acts of terrorism, lock-downs, fires, pandemics, epidemics, power failures, breakdowns in the IT and/or software infrastructure, restrictions imposed by the government or by the city, the shortcomings or actions of subcontractors, suppliers or third parties in general.

18. Copyright, Authors' Rights and Database Rights

- a. All content included in or made available through the ROAMDOME website or at any of ROAMDOME's Venues, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of ROAMDOME or its content suppliers and is protected by international copyright, authors' rights and database right laws.
- b. You may not extract and/or re-utilise parts of the content of the ROAMDOME website or

of contents at any of ROAMDOME's Venues without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or multiple times) for re-utilisation any substantial parts of the content of the ROAMDOME website or of contents at any of ROAMDOME's Venues, without our express written consent. You may also not create and/or publish your own database that features substantial parts of any ROAMDOME content without our express written consent.

19. Other important terms

- a. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- b. Nobody else has any rights under this. This contract is between you and us. No other person shall have any rights to enforce any of its terms
- c. If a court finds part of this T&C illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If any term or provision of this T&C is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this T&C or invalidate or render unenforceable such term or provision in any other jurisdiction.

- d. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
- e. Nothing in these T&C shall affect your statutory legal rights.

20. Changes and Additions

We reserves the right to make changes to this T&C's at any time. The applicable version is published on our website – www.roamdome.co.uk, and it is legally binding from the moment of its publication. In the event of any ambiguities and/or contradictions in the German, French or English versions of the General Terms and Conditions, the English text is understood to be the authoritative version.

21. Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by the Laws of United Kingdom and Wales and you can bring legal proceedings in respect of the services in any relevant court. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.