

Skratch18 Limited General Terms and Conditions

These terms and conditions form part of the Agreement which applies to all services provided from time to time by Skratch18 Ltd ("Skratch18") to its customer ("Customer"), to the exclusion of all other terms, express or implied, including any put forward by Customer, unless and to the extent that a separate agreement has been signed and entered by both parties. All bookings are also subject to any additional booking/product-specific terms, which form part of the Agreement. Customer's confirmation, in any form, that it wishes Skratch18 to perform any services, or acceptance of any services from Skratch18, constitutes acceptance of this Agreement. Skratch18 Ltd is a company registered in England and Wales, with registered number 13203111, and registered address at 10-12 Mulberry Green, Harlow, Essex, England, CM17 0ET.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY) AND, IF THE CUSTOMER IS A CONSUMER (AS OPPOSED TO A BUSINESS CUSTOMER) TO CLAUSE 11 (ADDITIONAL RIGHTS OF CONSUMERS).

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.2 Definitions:

"**Booking**" means the booking made by the Customer for the Services specified on the Booking Form;

"**Booking Form**" means the completed booking form specifying the Services to be provided, amounts payable and other details.

"**Charges**" means the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

"**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 12.3.

"**Contract**" means the contract between Skratch18 and the Customer for the supply of Services in accordance with these Conditions, comprising these Conditions and the Booking Form. In the event of any conflict or inconsistency between these Conditions and the terms set out in the Booking Form, the terms set out in the Booking Form will prevail.

"**Control**" means has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"**Customer**" means the person or firm who purchases Services from Skratch18.

"**Customer Default**" means has the meaning set out in clause 4.2.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Event Date" means the date of the event that is the subject of the Customer's Booking.

"Guests" means all guests participating in or attending the Customer's Booking.

"Intellectual Property Rights" means patents, copyright and related rights, trade and service marks and names, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Services" means the services supplied by Skratch18 to the Customer as set out in the Booking Form.

"Site" means the Skratch18 site at which the Services are to be provided, as specified on the Booking Form.

1.3 Interpretation:

1.3.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3.2 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3.3 A reference to writing or written includes email OR.

2. Basis of contract

2.1 A completed Booking Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Booking Form shall only be deemed to be accepted when Skratch18 communicates acceptance of the Booking Form at which point and on which date the Contract shall come into existence.

2.3 Any descriptive matter or advertising issued by Skratch18, and any descriptions or illustrations contained in Skratch18's catalogues, brochures or websites, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Skratch18 shall not constitute an offer, is only valid for a period of 30 days from its date of issue, and is always subject to availability (which Skratch18 gives no guarantee of until the Booking Form has been accepted).

3 Supply of Services

3.1 Skratch18 will supply the Services to the Customer in accordance with the Booking Form in all material respects.

3.2 Please note that our updated cancellation policy as of 16/03 on Coronavirus is that all bookings may be postponed for a future date, however we are not currently able to process refunds until government guidance and support is provided. To amend the date of your booking please contact info@skratch18.co.uk

3.3 Skratch18 reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

3.4 The Services will be provided by Skratch18 using reasonable care and skill.

3.5 If the Customer wishes to change the nature or details of a Booking, it should contact Skratch18 with details of the requested change, and Skratch18 will do what it can to accommodate the change, but gives no guarantees that it will be able to do so.

3.6 Unless indicated otherwise on the Booking Form, a Booking does not include any food or beverages, which must be purchased separately. No food or beverages may be brought on to the Site.

3.7 Bookings may not be re-sold or transferred for commercial gain. Any attempt to do so may result in cancellation of the Booking without refund, and the holder of a re-sold or transferred Booking may be refused entry or required to leave the Site.

4 Customer's and Guests' obligations

4.1 The Customer shall:

4.1.1 ensure that the terms of the Booking Form and any information it provides relating to its Booking are complete and accurate;

4.1.2 co-operate with Skratch18 in all matters relating to the Services;

4.1.3 provide Skratch18 with such information and materials as Skratch18 may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

4.1.4 comply with all applicable laws, including health and safety laws, and all Site regulations made available to it;

4.1.5 comply with all of the Customer's obligations set out on the Booking Form;

4.1.6 procure that all Guests are aware of and comply with the applicable obligations noted at clauses 4.1.4, 4.1.5 and 4.2.

4.2 In relation to all Guests:

4.2.1 Skratch18 takes the safety of all its guests seriously and may carry out security searches and ID checks on or after entry to the Site. All players must be over the age of 18 and proof of ID may be required. All Guests must submit to such searches or checks if required to do so.

4.2.2 All Guests must drink and play responsibly. Skratch18 reserves the right to refuse entry or service to, or to remove, any Guest whose behaviour puts at risk the enjoyment and safety of its other guests.

4.2.3 Any Guest causing damage to our oches, equipment or other property will be required to pay for the damage. If Skratch18 is unable to recover such payment from a Guest, the Customer will be responsible for it.

4.2.4 Guests are responsible for the safeguarding of their own possessions while on Site, and neither Skratch18 nor any of its staff, agents or partners will be responsible for any loss or damage caused to such possessions unless caused by the deliberate acts or omissions, or negligence, of Skratch18 and save to the extent that such responsibility cannot be excluded by law.

4.2.5 There are obvious potential dangers associated with darts. Each Guest voluntarily assumes all risks and danger in relation to the Booking, and neither Skratch18 nor any of its staff, agents or partners will be responsible for any loss or damage caused to such possessions unless caused by the deliberate acts or omissions, or negligence, of Skratch18 and save to the extent that such responsibility cannot be excluded by law.

4.2.6 Customers may not bring their own darts – Skratch18's games are designed only to work with Skratch18 darts and external darts are not allowed to be used for health and safety reasons.

4.2.7 The Booking, and all Guests' participation in it, is subject to Skratch18's privacy notice, which is available at the Site and at <https://skratch18.co.uk/privacy-policy/>. By participating any Booking, each Guest is taken to have agreed to the terms of the privacy notice, and it is the Customer's duty to inform them of that.

4.3 If Skratch18's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

4.3.1 without limiting or affecting any other right or remedy available to it, Skratch18 shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Skratch18's performance of any of its obligations;

4.3.2 Skratch18 shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Skratch18's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.3.4 the Customer shall reimburse Skratch18 on written demand for any costs or losses sustained or incurred by Skratch18 arising directly or indirectly from the Customer Default.

5 Charges and payment

5.1 The Charges for the Services are set out in the Booking Form.

5.2 The Customer shall pay the Charges as follows:

5.2.1 Where the Event Date is outside the "Christmas Period" (as defined below):

(a) If the Event Date is more than 7 days after the date of the invoice or the date on which the Booking is made, payment must be made within 7 days of the date of invoice; and

(b) If the Event Date is 7 days or less after the date of the invoice or the date on which the Booking is made, payment must be made upon making the Booking or immediately upon receipt of the Invoice.

5.2.2 Where the Event Date is within the "Christmas Period", i.e. 17 November to 24 December inclusive:

(a) If the Event Date is more than 14 days after the date of the invoice or the date on which the Booking is made, payment must be made within 7 days of the date of invoice; and

(b) If the Event Date is 7 days or less after the date of the invoice or the date on which the Booking is made, payment must be made upon making the Booking or immediately upon receipt of the Invoice.

Payments must be made in full and in cleared funds by the method agreed between the parties.

5.3 Unless specified otherwise on the Booking Form, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Skratch18 to the Customer, the Customer shall, on receipt of a valid VAT invoice from Skratch18, pay to Skratch18 such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.4 If the Customer fails to make a payment due to Skratch18 under the Contract by the due date, then, without limiting Skratch18's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time.

5.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Skratch18.

7 Data protection

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.2 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable Skratch18 to perform the Services.

8 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.1 Skratch18 has obtained public liability insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover Skratch18 has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation; and

8.2.3 breach of a consumer's statutory or other rights to the extent that such liability cannot be limited.

8.3 Subject to clause 8.2, Skratch18's total liability to the Customer shall not exceed the amount paid by the Customer in respect of the Booking in relation to which the liability has arisen. Skratch18's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.4 This clause 8.4 sets out specific heads of excluded loss:

8.4.1 Subject to clause 8.2, the types of loss listed in clause 8.4.2 are wholly excluded by the parties, whether in contract, tort (including negligence) or otherwise, without prejudice to the Charges payable by the Customer.

8.4.2 The following types of loss are wholly excluded:

(a) Loss of profits

(b) Loss of sales or business.

(c) Loss of agreements or contracts.

(d) Loss of anticipated savings.

(e) Loss of use or corruption of software, data or information.

(f) Loss of or damage to goodwill.

(g) Indirect or consequential loss or damage.

8.5 All terms, representations or warranties (whether express or implied by statute or otherwise) not set out in the Contract are, to the fullest extent permitted by law, excluded from the Contract.

8.6 This clause 8 shall survive termination of the Contract.

8.7 Where the Customer is a consumer, nothing in the Contract shall exclude or limit the Customer's statutory rights as a consumer.

9 Termination

9.1 Without affecting any other right or remedy available to it, either party may cancel the Contract by giving the other party written notice prior to the time specified in the Booking Form for cancellation. If Skratch18 terminate the Contract (and therefore cancel the Booking) pursuant to this clause, it will give the Customer a full refund of any amounts paid in advance.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract (and therefore cancel the Booking) with immediate effect by giving written notice to the other party if:

9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

9.2.2 the other party takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Booking Form of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on.

9.3 Without affecting any other right or remedy available to it, Skratch18 may terminate the Contract (and therefore cancel the Booking) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 Without affecting any other right or remedy available to it, Skratch18 may suspend the supply of Services under the Contract or any other contract between the Customer and Skratch18 if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2.2, or Skratch18 reasonably believes that the Customer is about to become subject to any of them.

10 Consequences of termination

10.1 On termination of the Contract, unless expressed otherwise in the Contract, the Customer shall immediately pay to Skratch18 all of Skratch18's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Skratch18 shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11 Additional rights of consumers

This clause 11 only applies where the Customer is contracting as a consumer (a "**Consumer Customer**" or "**you**"). It does not apply, for example, to corporate Bookings.

11.1 Exercising a consumer's rights to cancel a Booking under the Consumer Contracts Regulations 2013. A Consumer Customer may, where the Booking has been made over the phone, by email, over the internet or by some other method which did not involve the Customer coming to one of Skratch18's premises to discuss or make the Booking, cancel the Contract by giving written notice to Skratch18 within 14 days of making the Booking provided that this falls before the cancellation deadline specified in the Booking Form. That is because, if you cancel after that time, Skratch18 may not be able to re-sell the slot that it had reserved for you. If you cancel under this right, you are entitled to receive a full refund of any amount paid in advance. If you wish to cancel a Booking under this right:

11.1.1 Please contact Skratch18 by email or by phone before the time specified above;

11.1.2 Skratch18 will make the refund using the same payment method that you used, or as otherwise agreed, as soon as it can.

11.2 Consumers' rights under the Consumer Rights Act. The Consumer Rights Act 2015 contains a number of rights for consumers which cannot be excluded (and we therefore do not exclude any rights which cannot be excluded). Rights under the Consumer Rights Act include:

11.2.1 The right to ask Skratch18 to repeat or fix the Services if they're not carried out with reasonable care and skill, or get some money back if Flight Club can't fix a problem;

11.2.2 If the parties have not agreed a price beforehand, what the Consumer Customer is asked to pay must be reasonable;

11.2.3 If the parties have not agreed a time beforehand, the Services must be carried out within a reasonable time.

12 General

12.1 Force majeure. Skratch18 shall not be in breach of the Contract nor will it be liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including fire, flood, natural disaster, act of terrorism, war, inability to obtain supplies, utilities or technology failures or act of governmental authority.

12.2 Entire agreement.

12.2.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Booking.

12.2.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.2.3 Nothing in this clause shall limit or exclude any liability for fraud or liability to consumers to the extent that it cannot be lawfully limited or excluded.

12.3 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6 Notices.

12.6.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its address specified on the Booking Form

12.6.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second working day after posting.

12.7 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.