

General Terms and Conditions Rage District B.V.

Private limited liability company **Rage District B.V.** (hereinafter: **Rage District**) is registered with the Dutch Chamber of Commerce under number **99820544**, with its registered office at **Elementenstraat 10, 1014 AR Amsterdam..**

Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. **Rage District:** the private limited liability company Rage District B.V., established in Amsterdam and registered with the Trade Register of the Dutch Chamber of Commerce under number 99820544.
2. **Customer:** any natural person or legal entity who enters into or intends to enter into an agreement with Rage District.
3. **Consumer:** the Customer who is a natural person and who is not acting in the exercise of a profession or business.
4. **Business Customer:** the Customer acting in the exercise of a profession or business.
5. **Participant:** any natural person who actually participates in an Activity offered by or on behalf of Rage District, regardless of whether such person is also the Customer.
6. **Lead Booker:** the Customer who places a Reservation for themselves and/or for one or more third parties and who acts as the primary point of contact and contractual counterparty vis-à-vis Rage District.
7. **Group Booking:** any Reservation for multiple Participants, including corporate outings, private events and other group activities.
8. **Activity:** any recreational or entertainment activity offered by or on behalf of Rage District, including in any event a rage room, smash room, destruction session or similar experience, whether or not combined with additional services or facilities.
9. **Reservation:** any booking for an Activity placed by or on behalf of the Customer, whether made through the website, by e-mail, by telephone or otherwise.
10. **Agreement:** any agreement between Rage District and the Customer in relation to an Activity offered by Rage District, including any amendment or supplement thereto.
11. **Voucher:** any voucher, gift card, credit note, discount code or similar entitlement issued by or accepted by Rage District for the full or partial purchase of an Activity.
12. **Location:** the place designated by Rage District where the Activity is carried out.
13. **In Writing / Written:** by letter, e-mail or any other electronic means, provided that the contents can be stored and reproduced on a durable medium.

Article 2 - Applicability

1. These general terms and conditions apply to every offer made by Rage District and to every Agreement between Rage District and the Customer.
2. These general terms and conditions also apply to all Activities in which Participants actually participate, regardless of whether the Participant qualifies as a contractual party.

3. If a Reservation is placed for multiple Participants, the Lead Booker warrants that these general terms and conditions are timely provided to, or otherwise made known to, all Participants involved and that such Participants comply with the provisions applicable to them.
4. Deviations from these general terms and conditions shall be valid only if and to the extent expressly confirmed by Rage District in Writing.
5. The applicability of any general terms and conditions of the Customer or of third parties is expressly rejected, unless Rage District has accepted such applicability in advance and in Writing.
6. If one or more provisions of these general terms and conditions are wholly or partially null and void or are annulled, the remaining provisions shall remain in full force and effect. In such case, the parties shall consult in order to agree on a replacement provision that most closely reflects the purpose and intent of the original provision.
7. In the event of any conflict between an individually agreed written provision and these general terms and conditions, the individually agreed written provision shall prevail.

Article 3 - The Offer and Pre-Contractual Information

1. Rage District shall ensure that, prior to the conclusion of the Agreement, the offer is described with sufficient clarity and in any event contains the information relevant to the Customer in order to make a well-informed decision.
2. The offer may include, among other things, the nature of the Activity, the Location, the duration, the number of Participants, the minimum age of 13, the requirement that Participants aged 13 up to and including 17 may only participate if accompanied throughout the entire Activity by a parent or legal guardian who remains present at the Location, safety requirements, the use of protective equipment, any physical or medical contraindications, the requirement to sign a separate informed consent, health declaration or other participant declaration required by Rage District prior to participation, the price, additional costs, payment conditions and the conditions for amendment, cancellation or rescheduling.
3. Obvious typographical errors, mistakes, errors or omissions in the offer, in price indications, on the website, in quotations, confirmations or other statements made by Rage District shall not be binding upon Rage District.
4. If an offer has a limited period of validity or is made subject to specific conditions, this shall be expressly stated in the offer.
5. Images, impressions, descriptions, examples, atmosphere representations and other promotional materials are for indicative purposes only. No rights may be derived from them unless expressly agreed otherwise in Writing.
6. Rage District is entitled to amend, update or withdraw the offer if there is reason to do so, including for safety reasons, operational reasons, technical reasons or changes in the conduct of its business.
7. The Customer warrants that the information provided by them which is relevant to the offer and the performance of the Agreement is complete, accurate and up to date.

Article 4 - Formation of the Agreement and Reservation

1. A reservation request submitted by the Customer shall constitute an offer to enter into an Agreement. The Customer placing a Reservation or acting as Lead Booker must be 18 years of age or older.

2. The Agreement is concluded once Rage District has confirmed the Reservation in Writing. If Rage District requires full or partial advance payment as a condition for entering into the Agreement, the Agreement shall only come into existence after the required payment has been received in full and on time and Rage District has confirmed the Reservation in Writing.
3. Rage District is entitled to refuse a reservation request without stating reasons or to make the acceptance thereof subject to additional conditions.
4. After conclusion of the Agreement, Rage District shall, insofar as may reasonably be required from it, send the Customer a confirmation setting out the essential elements of the Reservation.
5. If a Reservation is placed on behalf of multiple Participants, only the Lead Booker shall be regarded as Rage District's contractual counterparty, without prejudice to Rage District's right to enforce obligations that by their nature also rest on Participants directly against such Participants.
6. The Customer is responsible for the accuracy and completeness of all information provided in connection with the Reservation, including personal data, contact details, invoicing details and information relevant to the safe and proper performance of the Activity.
7. Any obvious errors or typographical mistakes in the confirmation sent by Rage District must be reported by the Customer to Rage District in Writing without undue delay after receipt. Failing such notification, the confirmation shall be deemed to be an accurate representation of the Agreement, subject to proof to the contrary by the Customer.
8. Rage District shall not be obliged to perform a Reservation if the reservation, verification or payment conditions imposed by Rage District have not been met.

Article 5 - Prices, Rates and Payment

1. All prices and rates used by Rage District are stated in euros and include value added tax (VAT), unless expressly stated otherwise or unless the offer or quotation is clearly intended exclusively for Business Customers.
2. Any additional charges, including but not limited to administration fees, reservation fees, transaction costs or charges for additional services, shall be clearly communicated to the Customer before the Agreement is concluded.
3. Rage District is entitled to require full advance payment for a Reservation. If Rage District agrees to payment in arrears, payment by instalments or a deposit, only what has been confirmed in Writing in that respect shall apply.
4. Payment must be made through the payment methods offered or designated by Rage District and within the period stated for that purpose.
5. If payment is not received, is not received on time or is not received in full, Rage District is entitled to suspend or cancel the Reservation or to refuse access to the Activity, without prejudice to Rage District's other rights under the law and the Agreement.
6. Payments made by the Customer shall first be applied toward outstanding costs, then toward any interest due, and thereafter toward the oldest principal sum due and payable, unless mandatory law provides otherwise.
7. The Customer shall not be entitled to suspend, reduce, set off or withhold any payment, except insofar as mandatory law precludes this.
8. Rage District is entitled to correct obvious pricing errors and administrative errors even after the Agreement has been concluded, provided that the Customer is notified thereof without undue

delay and, in that case, the Customer shall be entitled to terminate the Agreement free of charge if the correction results in a materially higher price.

Article 6 - Bookings via the Website and by E-mail

1. Reservations may be placed by the Customer through Rage District's website, by e-mail and, insofar as Rage District permits, through other channels designated by Rage District.
2. When placing a Reservation via the website, the Customer shall follow the booking process offered by Rage District and provide all information necessary for the proper processing of the Reservation.
3. If the Reservation is placed via the website, the Agreement shall only come into existence subject to Article 4 of these general terms and conditions and after the Customer has unequivocally confirmed that the Reservation entails an obligation to pay, insofar as this is required by mandatory law.
4. In the case of Reservations made by e-mail, Rage District shall only be bound after it has confirmed the Reservation in Writing or accepted the Customer's quotation or proposal in Writing.
5. Rage District is entitled to impose additional conditions on Reservations made by e-mail, including identification, advance payment, deposit, verification of contact and invoicing details and confirmation within a period specified by Rage District.
6. The Customer bears the risk of inaccuracies in the e-mail address or other contact details provided by them, as well as the risk of failures or delays in their own electronic communication systems.
7. Automated acknowledgements of receipt, payment confirmations or system notifications shall not in themselves constitute substantive acceptance of a Reservation unless their content unequivocally indicates otherwise.
8. Rage District is entitled to amend from time to time the content and structure of the online booking process, the available time slots, the booking conditions and the permitted reservation channels.

Article 7 - Group Bookings and Business Bookings

1. In addition to the other provisions of these general terms and conditions, the provisions of this Article shall apply to Group Bookings and Business Bookings.
2. Rage District is entitled, in respect of Group Bookings and Business Bookings, to work with quotations, tailor-made arrangements, deviating rates, deviating payment conditions, deposits and specific cancellation or amendment conditions.
3. Unless agreed otherwise in Writing, the person who places a Group Booking or Business Booking shall be deemed to be the Lead Booker and the sole contractual counterparty of Rage District.
4. The Lead Booker warrants and guarantees vis-à-vis Rage District that they are authorised to act on behalf of all Participants involved and, where applicable, on behalf of the Business Customer or client.
5. The Lead Booker shall be fully liable vis-à-vis Rage District for the performance of all obligations arising from the Group Booking or Business Booking, including payment obligations, obligations relating to conduct and safety and obligations to compensate damage, unless expressly agreed otherwise in Writing.

6. Unless agreed otherwise in Writing, notifications by Rage District concerning a Group Booking or Business Booking shall be made exclusively to the Lead Booker and shall be deemed to have been made to all Participants involved and/or the Business Customer.
7. Rage District is entitled to set a final date by which the definitive number of Participants, the desired format of the Activity and other relevant particulars must be communicated by the Lead Booker.
8. If the final number of Participants is lower than previously stated or expected, the Lead Booker shall remain liable for the amount agreed in the Agreement, quotation or confirmation, unless Rage District confirms otherwise in Writing.
9. If the actual number of Participants exceeds the agreed number, Rage District shall not be obliged to admit all additional Participants and shall be entitled to charge additional costs if admission proves possible.
10. For Business Bookings, Rage District may require that a duly authorised representative of the Business Customer act as contact person and liable point of contact.

Article 8 - Performance of the Activity and Schedule

1. Rage District shall use its best efforts to perform the Activity in accordance with the Agreement, taking into account the nature of the Activity, the reasonable expectations of the Customer and the requirements of safety, order and proper business operations.
2. The start times, duration of Activities, timeslots, instruction times and end times communicated by Rage District shall be binding, unless expressly agreed otherwise in Writing.
3. The Customer and each Participant must be present no later than the time specified by Rage District. If no specific time has been indicated, they must arrive in good time before the start of the Activity in order to allow for registration, identification, instructions, issuance of protective equipment and other preparatory actions.
4. If a Customer or Participant arrives late, Rage District is entitled to shorten the duration of the Activity, refuse participation or start the Activity at a later moment if business operations so permit. The financial consequences of late arrival and no-show are governed by Article 13 of these general terms and conditions.
5. Rage District is entitled to change the order, format, duration, composition or practical execution of the Activity if, in its opinion, this is necessary or desirable in connection with safety, technical circumstances, staffing levels, crowding, operational reasons or other justified circumstances.
6. If the Activity cannot be performed in whole or in part, or not on time, due to circumstances attributable to the Customer, one or more Participants or third parties on the Customer's side, the resulting consequences shall be at the Customer's risk and expense.
7. Rage District is entitled to make the performance of the Activity conditional upon compliance with its safety regulations, house rules, staff instructions and other reasonable directions.

Article 9 - Participation Requirements, Age and Supervision

1. Participation in an Activity of Rage District is permitted for persons aged 18 or over who meet the participation requirements applicable to the relevant Activity as set by Rage District. Minors aged 13 up to and including 17 may only participate if they are accompanied throughout the entire Activity by a parent or legal guardian who remains present at the Location and complies with the conditions imposed by Rage District.

2. The minimum age for participation in an Activity of Rage District is 13. However, the Customer placing a Reservation or acting as Lead Booker must be 18 years of age or older. In addition, Rage District is entitled to impose and amend supplementary admission requirements per Activity, including a maximum number of Participants, physical requirements or other safety-related conditions.
3. The Customer must ensure that only Participants who meet the applicable participation requirements are registered and that Participants aged 13 up to and including 17 are accompanied throughout the entire Activity by a parent or legal guardian who remains present at the Location.
4. Participants younger than 13 are expressly excluded from participation. Participants aged 13 up to and including 17 who are not accompanied by a parent or legal guardian as referred to in this Article shall likewise not be admitted to the Activity.
5. If upon arrival it appears that a Participant is younger than 13, or that a Participant aged 13 up to and including 17 is not accompanied by a parent or legal guardian who remains present at the Location, Rage District is entitled to refuse participation and cancel the Reservation without refund, unless mandatory law provides otherwise.
6. Rage District is entitled to request Participants and, where applicable, the accompanying parent or legal guardian to identify themselves or otherwise demonstrate that the applicable participation requirements have been met.
7. If the participation requirements have not been met, not been met on time or not been met in full, Rage District is entitled to refuse participation or to impose additional conditions on participation, without any obligation to refund, unless mandatory law provides otherwise.

Article 10 - Safety Instructions, Protective Equipment and Conduct

1. The Customer and each Participant must immediately, fully and strictly comply with all safety instructions, house rules, directions for use and reasonable instructions given by or on behalf of Rage District.
2. Participation in an Activity is only permitted if and for as long as the Participant properly wears and uses all protective equipment made mandatory by Rage District before and during the Activity.
3. The Customer and Participants are prohibited from bringing or using their own tools, materials, protective equipment, liquids, flammable substances, explosive substances, narcotic substances, weapons or other dangerous or unauthorised items, unless Rage District has granted prior written permission for this.
4. The Customer and Participants must conduct themselves in such a way that the safety of themselves, of other Participants, of staff, of bystanders and of property belonging to Rage District or third parties is not endangered.
5. The Customer and Participants are not permitted to remove protective equipment, circumvent safety measures, enter restricted areas, use objects other than in the designated manner, or otherwise act contrary to the use of the Activity as prescribed by Rage District.
6. Rage District is entitled to establish binding additional safety rules for specific Activities, target groups, timeslots, Group Bookings or circumstances, including rules relating to clothing, footwear, physical condition, instruction moments and the use of facilities.
7. If a Participant is aged 13 up to and including 17, the parent or legal guardian accompanying that Participant must remain present at the Location throughout the entire Activity, supervise the

Participant and ensure that all safety instructions, house rules and staff directions are strictly complied with.

8. As a condition for participation, Rage District may require each Participant and, where applicable, the accompanying parent or legal guardian to complete and sign a separate informed consent, health declaration, safety declaration or comparable participant declaration fully and truthfully prior to the Activity. Such declaration serves to record risk information, safety conditions and relevant circumstances on the Participant's side and does not affect the Consumer's mandatory statutory rights.
9. If, in Rage District's opinion, unsafe, improper, aggressive, reckless or otherwise unacceptable conduct occurs, Rage District is entitled to intervene immediately, interrupt or terminate the Activity and deny the person or persons concerned further access or participation, without prejudice to its other rights under the law and the Agreement.

Article 11 - Refusal of Access, Suspension and Termination

1. Rage District is at all times entitled to refuse a Customer or Participant access to the Location or participation in an Activity, or to suspend or terminate an Activity that has already commenced, if in Rage District's opinion there are reasonable grounds for doing so.
2. Reasonable grounds as referred to in the preceding paragraph shall in any event include the following:
 - a. the applicable participation requirements have not been met;
 - b. safety instructions, house rules or staff instructions are not complied with;
 - c. there is aggressive, intimidating, unsafe, reckless, disruptive or otherwise unacceptable conduct;
 - d. there are clear signs of alcohol or drug intoxication or of a physical or mental condition that impairs safe participation;
 - e. damage to persons, property or good order at the Location is likely to arise;
 - f. the Customer or Participant refuses to identify themselves, to provide requested information or to sign a declaration required by Rage District as a condition of participation as referred to in Article 10(8); or
 - g. a Participant aged 13 up to and including 17 is not accompanied by a parent or legal guardian who remains present at the Location throughout the entire Activity and provides supervision.
3. In the cases referred to in this Article, Rage District shall not be obliged to refund amounts paid, compensate damage or offer replacement participation, unless mandatory law provides otherwise or Rage District confirms otherwise in Writing.
4. The exercise of the powers referred to in this Article shall not prejudice Rage District's right to claim full compensation for damage, costs and other adverse consequences arising from the acts or omissions of the Customer or Participant.

Article 12 - Health, Alcohol, Drugs and Other Contraindications

1. The Customer and each Participant are obliged, before the conclusion of the Agreement and no later than before the start of the Activity, to disclose of their own accord all facts and circumstances which they know, or should reasonably understand, to be relevant to safe participation in the Activity.
2. Participation in an Activity of Rage District is only permitted if, in Rage District's opinion, the Participant is physically and mentally able to take part in the Activity in a responsible manner.

3. Participation is not permitted under the influence of alcohol, drugs, narcotic substances, medication affecting awareness or any other substances that may affect reaction time, judgment, balance, coordination or safety awareness.
4. Rage District is entitled to refuse a Participant participation or to terminate an Activity already commenced immediately if, in its opinion, there is intoxication, suspected use of prohibited substances, a medical or physical contraindication, pregnancy, an injury or any other circumstance giving rise to an increased safety risk.
5. Rage District is not obliged to provide medical advice or carry out a medical fitness assessment. The assessment of whether participation is responsible remains in principle the responsibility of the Customer and the Participant, without prejudice to Rage District's right to refuse participation on safety grounds.
6. If Rage District asks additional questions before or during the Activity about health condition, medication, physical limitations or other relevant circumstances, the Customer and the Participant are obliged to answer such questions fully and truthfully.
7. All consequences of failing to provide, or failing to provide in time, complete or accurate information as referred to in this Article shall be entirely at the risk and expense of the Customer and the Participant.

Article 13 - Changes, Cancellation, Rescheduling, No-Show and Late Arrival

1. A request to amend, cancel or reschedule a Reservation shall only be valid if it has been received by Rage District in Writing and has been confirmed by Rage District in Writing.
2. Unless Rage District confirms otherwise in Writing, the following cancellation policy applies to individual Reservations:
 - a. in the event of cancellation up to 48 hours before the reserved date and time, the Customer shall be entitled to a refund of 100% of the amount paid for the Reservation;
 - b. in the event of cancellation within 48 hours but no later than 24 hours before the reserved date and time, the Customer shall be entitled to a refund of 75% of the amount paid for the Reservation;
 - c. in the event of cancellation less than 24 hours before the reserved date and time, no refund shall be granted.
3. For individual Reservations, rescheduling shall be free of charge up to 24 hours before the reserved date and time, provided that availability permits and after Rage District has confirmed the rescheduling in Writing.
4. If Rage District honours a request to amend, reschedule or convert a Reservation outside the period referred to in paragraph 3 or in cases other than those referred to therein, this shall only be done as a gesture of goodwill and subject to the conditions imposed by Rage District, including availability, administration costs, recalculation of the price, limitation of validity and exclusion of refund.
5. Rage District is entitled to apply different cancellation, amendment and payment conditions to Group Bookings and Business Bookings, as set out in the quotation, confirmation or separate agreement.
6. If a Customer or Participant fails to appear, fails to appear on time or otherwise proves unable to participate in the Activity due to a cause not attributable to Rage District, the Reservation shall be regarded as a no-show. In that case, the full agreed amount shall remain due and no right to a refund, replacement participation or compensation shall arise.

7. If a Participant or group arrives late, Rage District is entitled to shorten the duration of the Activity, refuse participation in whole or in part, offer an adjusted timeslot if scheduling permits, or treat the Reservation in whole or in part as a no-show.
8. Cancellation, amendment or rescheduling due to personal circumstances, illness, weather conditions on the Customer's side, transport problems, internal problems of a Business Customer or other circumstances attributable to the Customer or Participant shall not give rise to any right to further refund, free termination or suspension of payment obligations beyond what is expressly provided in this Article, unless mandatory law provides otherwise.
9. If Rage District agrees, at the Customer's request, to the rescheduling of a Reservation, all payment obligations already fallen due or becoming due shall remain in force, unless Rage District confirms otherwise in Writing.
10. The provisions of this Article are without prejudice to the statutory Consumer withdrawal regime, insofar as that regime applies in a specific case.

Article 14 - Right of Withdrawal and Exception for Leisure Services

1. This Article applies exclusively to the Consumer.
2. If the Agreement is concluded at a distance and relates to an Activity of Rage District to be performed on a specific date or during a specific period, no statutory right of withdrawal shall apply, insofar as the law qualifies the Agreement as an agreement regarding leisure activities as referred to in Section 6:230p of the Dutch Civil Code.
3. If and insofar as, in a specific case, the statutory exception referred to in the preceding paragraph does not apply, the Consumer shall have the statutory right of withdrawal in accordance with the applicable provisions of mandatory law.
4. If a statutory right of withdrawal applies to an Agreement, Rage District shall inform the Consumer prior to the conclusion of the Agreement about the conditions, period and manner of exercising that right and shall, where legally required, make the model withdrawal form available.
5. The Consumer cannot derive from this Article any broader right of withdrawal or termination than follows from mandatory law, unless Rage District has expressly confirmed otherwise in Writing.
6. Insofar as a Voucher, gift card or credit entitles the holder to an Activity without a specific date or period, the existence or absence of a statutory right of withdrawal shall be assessed separately on the basis of the contents of the Agreement and the applicable statutory rules.

Article 15 - Vouchers, Gift Cards and Other Credits

1. Insofar as Rage District issues or accepts Vouchers, gift cards, credit notes, discount codes or other credits, the provisions of this Article shall apply to them in addition to the other provisions of these general terms and conditions.
2. A Voucher shall be valid for the period stated on it, subject to mandatory law. If no validity period is stated, the reasonable validity period communicated by Rage District upon issuance or publication shall apply, subject to mandatory law.
3. Unless agreed otherwise in Writing, Vouchers are neither personal nor transferable, nor redeemable for cash, and may only be used in accordance with the conditions attached to them.
4. A Voucher only entitles the holder to the performance or value expressly stated on it. If the value of the Voucher is lower than the price of the reserved Activity, the Customer must pay the difference.

5. A Voucher may only be used once, unless Rage District makes otherwise possible in Writing or technically.
6. Loss, theft, damage, unauthorised use or unauthorised disclosure of a Voucher code shall be at the risk and expense of the Customer or the holder of the Voucher. Rage District shall not be obliged to replace or compensate for lost, stolen or misused Vouchers.
7. Rage District is entitled to refuse the use of a Voucher in the event of fraud, misuse, manipulation, unauthorised use, breach of the applicable conditions or other circumstances affecting the validity of the Voucher.
8. If a Reservation made using a Voucher lapses due to a circumstance attributable to the Customer or Participant, the entitlement attached to the Voucher shall lapse, unless Rage District confirms otherwise in Writing.
9. Insofar as Vouchers entitle the holder to an Activity with a specific date or period, the cancellation, amendment and participation conditions applicable to that Activity shall also apply where relevant.

Article 16 - Obligations of the Customer and Participant

1. The Customer and each Participant must conduct themselves before, during and after the Activity in accordance with the Agreement, these general terms and conditions, the house rules and all instructions given by or on behalf of Rage District.
2. The Customer warrants that all Participants for whom they place a Reservation are timely informed of the applicable conditions, instructions and safety rules. If a Participant is aged 13 up to and including 17, this also applies to the parent or legal guardian accompanying that Participant.
3. The Customer and each Participant must provide all information that Rage District may reasonably require for the safe and proper performance of the Activity and for the assessment of whether the participation requirements have been met. If a Participant is aged 13 up to and including 17, this obligation shall also rest on the accompanying parent or legal guardian.
4. The Customer and each Participant must exercise due care in relation to the Location, the inventory, the protective equipment, the tools and all other items made available by or on behalf of Rage District.
5. The Customer and Participants are only permitted to use items, materials and facilities authorised by Rage District and only in the manner prescribed by Rage District.
6. The Customer and each Participant must immediately comply with staff instructions regarding the commencement, performance, termination and evacuation of the Activity. If a Participant is aged 13 up to and including 17, the accompanying parent or legal guardian must actively supervise compliance and intervene immediately where necessary.
7. If a Participant is aged 13 up to and including 17, the accompanying parent or legal guardian must remain present at the Location throughout the entire Activity and must assume responsibility for supervision, guidance and compliance with the safety rules applicable to that Participant.
8. Failure to comply with the obligations set out in this Article shall constitute a breach giving Rage District the right to take the measures provided for in the Agreement, these general terms and conditions and the law, including the measures referred to in Articles 11, 13 and 17.

Article 17 - Damage to Property of Rage District or Third Parties

1. The Customer shall be liable for all damage caused by themselves or by a Participant for whom they have placed a Reservation to property of Rage District or of third parties, insofar as such damage results from an attributable failure, wrongful act or conduct contrary to the Agreement, these general terms and conditions, safety instructions or staff directions.
2. If a Reservation relates to a Participant aged 13 up to and including 17, the Customer warrants that the accompanying parent or legal guardian shall supervise throughout the entire Activity and ensure that the minor Participant complies with the Agreement, these general terms and conditions, the safety instructions and staff directions.
3. Insofar as permitted by law, damage and costs arising from acts or omissions of a Participant aged 13 up to and including 17 in breach of the Agreement, these general terms and conditions, safety instructions or staff directions shall be borne by the Customer and, if different from the Customer, by the accompanying parent or legal guardian.
4. Damage as referred to in this Article shall include repair costs, replacement costs, cleaning costs, investigation costs, expert costs, business interruption losses and reasonable costs incurred in establishing liability and damage.
5. Damage arising from use of the Activity in a manner inconsistent with its nature and intended use or contrary to Rage District's instructions shall be entirely at the risk and expense of the Customer and the Participant concerned.
6. Rage District is entitled to assess damage immediately, estimate its amount and charge it to the Customer, without prejudice to Rage District's right to claim additional compensation if the actual damage proves to be higher.

Article 18 - Liability of Rage District

1. Participation in an Activity of Rage District takes place in an environment where, despite safety measures and supervision, inherent risks are associated with the use of breakable materials, tools and physical exertion. The Customer and the Participant acknowledge this nature of the Activity.
2. Rage District shall only be liable for direct damage that is the direct result of an attributable failure by Rage District in the performance of the Agreement or of a wrongful act by Rage District.
3. In assessing liability for damage in connection with participation in an Activity, account shall also be taken of the nature of the Activity, its apparent risks, the safety measures taken by Rage District, the instructions and warnings given, and any conduct and circumstances attributable to the Customer or Participant. If a Participant is aged 13 up to and including 17, this shall also include conduct and circumstances attributable to the accompanying parent or legal guardian, including the degree of supervision and guidance.
4. If the damage is also the result of a circumstance attributable to the Customer, Participant or, where applicable, the accompanying parent or legal guardian, including failure to comply with safety instructions, provision of inaccurate or incomplete information, insufficient supervision or guidance, physical or mental unsuitability, use of alcohol, drugs or medication or other unsafe conduct, Rage District's obligation to pay compensation shall be reduced or lapse insofar as the law permits.
5. Rage District shall not be liable for damage arising solely from the inherent risk of the Activity or from circumstances attributable solely to the Customer, Participant, accompanying parent or legal guardian or third parties on the Customer's side.

6. The limitations and exclusions of liability set out in this Article shall not apply to damage resulting from intent or wilful recklessness on the part of Rage District or its managerial staff, nor to liability that cannot be excluded or limited under mandatory law.
7. Insofar as Rage District is liable for damage to property or other direct pecuniary loss, such liability shall be limited to the amount paid out in the relevant case under Rage District's liability insurance, increased by the applicable deductible borne by Rage District under the policy terms.
8. If, for whatever reason, no payment is made under the liability insurance, any liability of Rage District for damage to property or other direct pecuniary loss shall be limited to the amount paid by the Customer for the relevant Activity, or at least to the amount of that part of the Agreement to which the liability relates, unless mandatory law provides otherwise.
9. For damage resulting in death or personal injury, no limitation to the amount referred to in paragraph 8 shall apply under these general terms and conditions. For such damage, the preceding paragraphs and the applicable mandatory law shall remain leading.
10. Rage District shall not be liable for indirect damage, consequential damage, loss of profit, lost savings, reputational damage, business interruption losses or damage resulting from loss of data, unless mandatory law precludes this.
11. Rage District shall furthermore not be liable for loss, theft, damage to or interchange of clothing, jewellery, electronic equipment, cash, vehicles or other belongings of the Customer or Participant, unless such damage results from an attributable failure or wrongful act by Rage District and a reliance on exclusion or limitation of liability cannot be upheld under mandatory law.
12. Without prejudice to statutory limitation periods, any claim for damages must be submitted to Rage District in Writing and with reasons within a reasonable time after the damage was discovered or could reasonably have been discovered.
13. The limitations and exclusions of liability set out in this Article shall also apply for the benefit of directors, employees, auxiliary persons, contractors and other third parties engaged by Rage District in the performance of the Agreement.

Article 19 - Indemnity by Business Customer

1. This Article applies exclusively if the Customer acts in the exercise of a profession or business.
2. The Business Customer shall indemnify Rage District, its directors, employees, auxiliary persons and engaged third parties against claims by Participants, supervisors, visitors, principals and other third parties arising out of or in connection with the Agreement, the Activity or presence at the Location, insofar as such claims result from a circumstance attributable to the Business Customer or a Participant on its side.
3. The indemnity referred to in the preceding paragraph shall also include claims relating to personal injury, damage to property, breach of safety rules, unauthorised conduct, inaccurate or incomplete provision of information and conduct contrary to the Agreement or these general terms and conditions.
4. The Business Customer shall fully compensate Rage District for all damage and costs that Rage District suffers or incurs as a result of a claim referred to in this Article, including the costs of defence, legal assistance and out-of-court settlement.
5. This indemnity shall not apply insofar as the claim results solely from intent, wilful recklessness or an independent attributable failure by Rage District.

Article 20 - Personal Data, CCTV and Image Material

1. Rage District processes personal data in accordance with the applicable laws and regulations on data protection and in accordance with its privacy statement.
2. The Customer warrants that personal data of third parties, including Participants, provided by them to Rage District may lawfully be disclosed to and processed by Rage District for purposes related to the Agreement.
3. Rage District is entitled to use CCTV at and around the Location for the purposes of safety, supervision, protection of persons and property, incident registration and support of business operations, insofar as this is in accordance with applicable laws and regulations.
4. Insofar as Rage District creates or uses image material for promotional, commercial or publicity purposes, this shall only take place where there is an adequate legal basis for doing so.
5. If the Customer or a Participant wishes to object to a specific use of image material, such objection must be communicated to Rage District in Writing in a timely manner. Rage District shall assess such request taking into account its legitimate interests and the applicable laws and regulations.

Article 21 - Force Majeure, Disruptions and Cancellation by Rage District

1. Rage District shall not be obliged to perform any obligation if it is prevented from doing so as a result of force majeure.
2. Force majeure shall also include any circumstance beyond Rage District's control, whether foreseen or unforeseen, as a result of which performance of the Agreement cannot reasonably be required from Rage District, including power outages, internet or system failures, fire, water damage, pandemics, government measures, staff absence, defects in installations or materials, safety incidents, supply chain disruptions and other serious disruptions to business operations.
3. If Rage District cancels, suspends, reschedules or amends the Activity in whole or in part due to force majeure, safety reasons, technical reasons, operational reasons or other justified circumstances, Rage District shall not be obliged to compensate indirect or consequential damage.
4. In the event of cancellation by Rage District before the Activity has commenced, Rage District shall, at its option, provide:
 - a. a replacement time;
 - b. a credit or Voucher; or
 - c. a refund of the amount already paid by the Customer in respect of the part of the Activity not performed.
5. If the Activity must be interrupted or terminated after it has commenced due to a circumstance referred to in this Article, Rage District shall be entitled to determine, acting reasonably, whether and to what extent a replacement time, partial refund or credit will be granted.
6. A reliance on force majeure by Rage District shall not entitle the Customer to additional compensation, termination beyond what is provided in this Article or suspension of payment obligations already due and payable.

Article 22 - Complaints

1. Complaints concerning the formation or performance of the Agreement, the Activity or an invoice must be submitted to Rage District in Writing, within a reasonable time after the complaint arose or could reasonably have been discovered, and as fully described as possible. Where possible, this shall be done no later than fourteen days after discovery.

2. The submission of a complaint shall not suspend the Customer's payment obligations, unless Rage District confirms otherwise in Writing or mandatory law provides otherwise.
3. Rage District shall handle a complaint submitted in time within a reasonable period and shall endeavour to respond to it substantively.
4. If a complaint relates to damage, personal injury, an incident or a safety issue, this must be reported immediately and in any event before leaving the Location, insofar as reasonably possible, to a member of Rage District's staff so that Rage District is put in a position to record the situation and investigate it.
5. Failure to report a complaint or incident in time may affect Rage District's ability to properly investigate the complaint or claim. A related claim may be rejected insofar as Rage District has thereby been prejudiced in its interests.

Article 23 - Governing Law and Competent Court

1. All Agreements between Rage District and the Customer shall be exclusively governed by Dutch law.
2. Disputes between Rage District and a Business Customer shall be submitted exclusively to the competent court of the District Court of Amsterdam, unless mandatory law provides otherwise.
3. If the Customer is a Consumer, disputes shall be submitted to the court having jurisdiction under the law.
4. The applicability of the Vienna Sales Convention (CISG) is excluded, insofar as legally permitted.