

Murder 57 Ltd - Terms and Conditions

The following Booking Conditions form the basis of your contract with Murder 57 Ltd. Please read them carefully as they set out your respective rights and obligations. All bookings are subject to these Booking Conditions. Making a booking with Murder 57 Ltd through our website or redeeming vouchers bought through our partners is deemed to be acceptance of these terms and conditions.

1. Making your booking

The party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made. When making a booking, you must pay to us the payments referred to in clause 2 below.

Please check any documentation carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

2. Payment

Full payment is required at the time of booking. No reservations can be made until all payments are received.

3. Your contract

A binding contract between us comes into existence when full payment has been made by yourself (either through our secure web portal, through flash marketing companies such as Wowcher, when we take payment over the phone via your credit or debit card or by any other means). We reserve the right to decline any booking at our discretion.

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your booking will be dealt with by the Courts of England, Wales, Scotland or Northern Ireland as appropriate. Changes to these Conditions will only be valid if agreed by us in writing.

It is your responsibility to ensure that Murder 57 is aware of any dietary requirements you may have at the time of booking. Failure to do so may result in the hotel not being able to accommodate your requirement on the night.

It is your responsibility to check the booking confirmation to ensure you are fully aware of arrival times, finish times and accommodation, if any.

4. Amendments to Bookings

Should you wish to make any changes to your booking, you must notify us (by telephone or email) during office hours, as soon as possible. If a person is prevented from attending any event, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the booking, subject to both persons accepting joint and several liability for full payment of the booking and our charge for confirming the transfer and any additional costs arising from the transfer. We can also agree to the booking being changed to another date or venue, subject to availability.

Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Please be aware our offices are open Monday-Friday 9.00am till 5.30pm.

5. Cancellation by you

Should you or any member of your party need to cancel your booking once it has been fully paid for, the party leader must immediately advise us (by telephone or email). Please be aware that cancellations made directly to Murder 57 are only applicable during office opening hours. If a cancellation is received on a weekend, then this may be classed within 7 days prior to the event and subject to no refund. Cancellations made directly with the venue will not be effective.

In the event of a cancellation, refunds will be paid as follows:

Up to 7 days prior to date of the event - Full Refund
Less than 7 days of the event or after the day of the event - No Refund

6. Group Bookings

Group Bookings are classed as 10 or more guests.

Cancellations made directly with the venue will not be effective. In the event of a cancellation, refunds will be paid as follows:

Up to 28 days prior to date of the event - Full Refund
Less than 28 days of the event or after the day of the event - No Refund

7. Changes and cancellation by Murder 57 Ltd

Occasionally, we have to make changes to and correct errors and other details both before and after bookings have been confirmed and cancel confirmed bookings and we must reserve the right to do so. We also reserve the right to change the plot or theme of the event without notice should circumstances require us to do so. We will endeavour to notify you of any cancellation immediately and will offer you an alternative date and/or venue or refund all monies paid. Murder 57 Ltd cannot accept any liability or pay any compensation where a cancellation or change has been made.

Murder 57 Ltd reserves the right to change the plot or theme of the event at its discretion and this may happen without notice. Before hiring or buying costumes we recommend you contact Murder 57 Ltd to confirm there has not been any changes. No liability will be accepted by Murder 57 Ltd for hire or purchase costs of guests costumes under any circumstances.

8. Force Majeure

Except where otherwise expressly stated in these booking conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 10(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include (but not limited to), whether actual or threatened, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

9. Our Liability to you

We promise to make sure that all parts of the event we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) and (but only if you have booked an event from us), our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

The fault of the person(s) affected or any member(s) of their party or

The fault of a third party not connected with the provision of your break which we could not have predicted or avoided or an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care.

The fault of anyone who is not carrying out work for us (generally or in particular) at the time

In addition, we will not be responsible where you do not enjoy your break or suffer any problems because of a reason you did not tell us about when you booked your break or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, if you have booked a package holiday from us and we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your accommodation provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in

which your claim or complaint occurred if not the UK - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

10. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your event, you must immediately inform us. Any verbal notification must be put in writing and sent to us as soon as possible. If you are still dissatisfied, you must notify us at the earliest opportunity. Until we know about a problem or complaint, we cannot begin to resolve it. If you remain dissatisfied, however, you must write to our Operations Director within 28 days of the end of the break you have purchased from us giving your booking reference and full details of your complaint. In the event that you do not notify us of the complaint within the above period, this may affect Murder 57 Ltd's ability to investigate complaints and may impact on the way that your complaint is dealt with.

11. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the contract of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s). No refunds will be made, and we will not pay any expenses or costs incurred because of the termination.

12. Actors

The actors do not carry any evidence or clues on or about their person. Please do not search their clothes or personal belongings. We will not tolerate any abusive or aggressive behaviour towards our actors. If you or any member of your party behaves in such a way towards an actor or representative of Murder 57 Ltd, we are entitled, without prior notice, to terminate the contract of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s). No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

13. Seating Arrangements

Guests will be seated on tables of up to 10 persons, one of which may be an actor. Larger parties may be split over two or more tables but an actor may still be required to sit on each table. It is the responsibility of the party leader to ensure that they inform Murder 57 Ltd of the people on their party. If we are not made aware it is possible that the party may not be seated together.

14. Conditions of suppliers

Many of the services which make up your break are provided by independent suppliers (for example hotels, Wowcher, BUY-A-GIFT). Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from the supplier concerned.

15. Special requests and medical problems

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

If you or any member of your party has any medical problem or disability which may affect your Event, please tell us. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

16. Data Protection

In order to process your booking, and to ensure the smooth provision to you of the products, services and information you request, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. Your details will be used principally to meet your requirements. It may be used and retained by us, our group companies and third-party suppliers of travel, accommodation and services for the following purposes: accounting, billing and audit, credit or other payment card verification and anti-fraud screening (which may, for example, involve the use of credit reference agency searches and nominal payment card revalidation checks).

We would also like to store and use your personal details for future marketing purposes (for example, sending you our offers and details of new events/venues). All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept but we will use only names and contact details for marketing purposes (unless you have asked us not to.).

We may need to disclose our customer database, including any personal data relating to you contained therein, to a third party who acquires or attempts to acquire all or substantially all of the assets or stocks in our company or our website service whether by merger, acquisition, reorganisation or otherwise.

If you do not want us to do any or all of these things, please let our Marketing Department know as soon as possible. We are entitled to assume you do not

object to our doing any of the things mentioned in this statement unless you tell us otherwise in writing.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

If you believe that any of your personal details which we are processing are inaccurate or incorrect, please contact us immediately.

Where your booking has been made via a website, this privacy statement covers websites owned and controlled by us only. Links to other websites, and any information collated by these sites, are not covered by this privacy statement.