



THE
CYBER
ESCAPE
ROOM
CO.



EAT
SLEEP
NEON
REPEA

THE FINE PRINT.

BECAUSE WE ALL HAVE TO PLAY BY
THE RULES SOMETIMES.

CYBERESCAPEROOM.CO | INFO@CYBERESCAPEROOM.CO

Terms and Conditions

Last Updated: 29 September 2024

1. Introduction

Welcome to The Cyber Escape Room Co., operated by Capture the Talent Ltd. ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our cybersecurity awareness training services, including but not limited to in-person cyber escape room activities, online capture the flag events, and digital security awareness training (collectively, the "Services"). By engaging our Services, you ("Client," "you," or "your") agree to comply with and be bound by these Terms.

2. Services

We currently offer the following Services:

- **In-Person Cyber Escape Room Activities**
- **Online Capture the Flag Events**
- **Digital Security Awareness Training**

3. Eligibility

Our Services are intended for businesses. By engaging our Services, you confirm that you are acting on behalf of a business entity and have the authority to bind that entity to these Terms.

4. Orders and Payment

4.1. Orders

- Orders are confirmed upon receipt of a valid purchase order from you.
- All orders are subject to acceptance by us.

4.2. Payment Terms

- **Upfront Payment:** Payment is required upfront unless otherwise agreed in writing.
- **Invoices:** Invoices are issued upon receipt of your purchase order.
- **Payment Deadline:** Payment is due within fourteen (14) days from the invoice date unless otherwise agreed.
- **Methods of Payment:** We accept payment via bank transfer and other methods as specified on the invoice.
- **Expenses:** Expenses are excluded as standard and will be billed at cost. Mileage will be billed at 45p per mile.

5. Shipping and Delivery

5.1. Self-Hosted Events

- For self-hosted events, we will ship the necessary equipment ("Kit") to you for a specified time period.
- **Delivery Costs:** We cover the cost of delivery to your specified address as standard.
- **Return Shipping:** We will cover the cost of return shipping if you request it; otherwise, you are responsible for returning the Kit at your expense.

5.2. Client Responsibilities

- **Care of Kit:** You are responsible for looking after the Kit and ensuring it is kept in good working order.
- **Timely Return:** The Kit must be returned on or before the agreed return date.
- **Notification of Issues:** You must notify us immediately of any issues, damages, or losses related to the Kit.

6. Client Obligations

By using our Services, you agree to:

- **Equipment Handling:** Handle all equipment with due care and diligence.
- **Testing:** Complete a test run prior to conducting the event, where applicable.
- **Compliance:** Comply with all applicable laws and regulations while using our Services.
- **Prohibited Activities:** Refrain from prohibited activities as outlined in Section 9.2.

7. Cancellation and Refund Policy

7.1. Cancellation

- **Notice Period:** Cancellations must be made at least two (2) weeks prior to the scheduled event date.
- **Late Cancellation Fee:** Cancellations made less than two (2) weeks before the event will incur a fee equal to fifty percent (50%) of the total cost.
- **How to Cancel:** Cancellations must be submitted in writing via email to help@cyberescaperoom.co.

7.2. Rescheduling

- **Rescheduling Fee:** No fees are charged for rescheduling an event.
- **Notice for Rescheduling:** Please provide at least two (2) weeks' notice to reschedule an event.

7.3. Refunds

- **No Refunds:** All events and equipment hires are non-refundable.
- **Digital Services:** No refunds are offered for digital services under any circumstances.

8. Warranties and Guarantees

- **Equipment Guarantee:** We guarantee that all equipment shipped is in good working order at the time of dispatch.
- **Service Commitment:** We are committed to delivering our Services as described and providing prompt support for any issues that arise.
- **No Other Warranties:** Except as expressly stated, we make no further warranties or guarantees, express or implied, regarding our Services.

9. Intellectual Property

9.1. Ownership

- All content, materials, and equipment provided by us are protected under UK copyright laws and remain our exclusive property.

9.2. Prohibited Activities

You are expressly prohibited from:

- **Copying Content:** Copying, reproducing, or distributing any of our content or materials.
- **Replicating Design:** Replicating the design of our escape rooms or any part of our Services.
- **Commercial Use:** Using our escape rooms, content, or materials for commercial gain without our express written consent.
- **Reselling and Repackaging:** Reselling, repackaging, or white-labeling our products or Services.

- **Sharing Information:** Sharing any information, including clues, hints, or solutions related to our escape rooms, for any commercial use or in any public forum.

10. Limitations of Liability

- **Network Connections:** We are not liable for any issues arising from connecting our hardware to your corporate network.
- **Usage Advisory:** It is strongly advised that any laptops and phones provided as part of our escape rooms are only connected to guest Wi-Fi services.
- **Indirect Damages:** We shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, data, or goodwill.
- **Maximum Liability:** Our maximum liability to you for any claim arising out of or in connection with these Terms shall not exceed the total fees paid by you for the specific Service giving rise to the claim.

11. Privacy Policy

- **Data Collected:** We collect personal data, including names, email addresses, and delivery addresses.
- **Use of Data:** Personal data is used solely for the purpose of providing our Services.
- **Privacy Policy:** Please refer to our Privacy Policy for detailed information on how we collect, use, and protect your personal data.
- **Policy Review:** We recommend reviewing our Privacy Policy regularly, and we are available to assist with any questions or concerns.

12. Dispute Resolution

- **Mediation:** Any disputes arising under or in connection with these Terms shall first be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- **Good Faith Effort:** Both parties agree to make a good faith effort to resolve disputes through mediation before proceeding to litigation.

13. Governing Law

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

14. Force Majeure

We shall not be liable for any failure or delay in performing our obligations under these Terms if such failure or delay is caused by events beyond our reasonable control, including but not limited to acts of God, war, terrorism, pandemics, governmental actions, or natural disasters.

15. Modification of Terms

- **Right to Modify:** We reserve the right to modify or update these Terms at any time.
- **Notification:** Any changes will be notified to you via email at least thirty (30) days before they take effect.
- **Acceptance of Changes:** Your continued use of the Services after any modifications to the Terms constitutes your acceptance of the revised Terms.

16. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of the Terms shall remain in full force and effect.

17. Entire Agreement

These Terms constitute the entire agreement between you and us regarding the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

18. Termination

18.1. Termination by Us

We may terminate or suspend your access to the Services immediately, without prior notice or liability, if you breach any of the Terms.

18.2. Termination by You

You may terminate the agreement by providing written notice to us in the event of a material breach by us, provided that you have given us at least thirty (30) days to cure the breach.

18.3. Effects of Termination

Upon termination, you must cease all use of the Services and return all equipment and materials provided by us.

Sections concerning Intellectual Property, Limitations of Liability, Governing Law, and Dispute Resolution shall survive termination.

19. User Obligations

- **Proper Use:** You agree to use the Services only for their intended purpose and in accordance with these Terms.
- **No Harmful Actions:** You agree not to engage in any activity that could harm or disrupt our Services, equipment, or reputation.
- **Compliance:** You are responsible for ensuring that your use of the Services complies with all applicable laws and regulations.

20. Contact Information

- **Address:** Capture the Talent Ltd., 124 Finchley Road, London, NW3 5JS, England.
- **Email:** info@cyberescaperoom.co
- **Website:** <https://cyberescaperoom.co>

Acknowledgment

By engaging our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.