

[Make a booking](#)

The legal bits and bobs

# Terms & conditions

**CONSUMER TERMS & CONDITIONS - For Business T&Cs, See Below**

## **BACKGROUND**

These terms and conditions (“Conditions”), together with any other documents they refer to, tell you the terms and conditions on which you can book the virtual clay shooting services and ancillary services listed on our website [www.clays.bar](http://www.clays.bar) (“Services”).

Please read the Conditions carefully and ensure that you understand them. These Conditions may have changed since you last reviewed them. By booking the Services, you are agreeing to the Conditions.

## **1. INFORMATION ABOUT US**

Our website, [www.clays.bar](http://www.clays.bar) is owned and operated by Trigger Group Limited, a limited company registered in England under 12045663 of 131 Finsbury Pavement, London EC2A 1NT. Our VAT number is 340604535. The Conditions apply to Services provided by Trigger Group Limited (“we”, “us”, and “our”).

## **2. WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS**

For example, we do not compensate business customers in the same way for losses caused by us or our Services. You are a business customer if you are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. The terms and conditions for our business customers can be found below.

## **3. THIS IS HOW OUR CONTRACT WITH YOU IS FORMED**

**3.1 Your offer:** A completed online reservation is an offer by you to purchase the Services in the booking offer from us. Our order process allows you to check and amend any errors before submitting your order to us. Please check your online reservation carefully before confirming it. You are responsible for ensuring that your online reservation is complete and accurate.

**3.2 Our acceptance:** After you have completed your online reservation including payment, you will receive an email from us confirming your booking, at this point the contract (“Contract”) between you and us will come into existence.

#### **4. SUPPLY OF SERVICES**

4.1 We will provide the Services using reasonable care and skill.

**4.2 We can change the Services.** We can amend the Services:

4.2.1. if necessary to comply with any applicable law or regulatory requirement; or

4.2.2. to make minor amendments, if the amendment will not materially affect the nature or quality of the Services.

**4.3 We can suspend the Services.** We can suspend the Services. We do this to:

4.3.1. deal with technical problems or make minor technical changes; or

4.3.2. update the Services to reflect changes in relevant laws and regulatory requirements.

#### **5. DETAILS OF YOUR BOOKING**

**5.1 Changing your booking.** If you want to change the nature or details of your booking, you should contact us with details of the requested change, and we will do what we can to accommodate the change, but we give no guarantees that we will be able to do so.

**5.2 Your booking does not include food or beverages.** Your booking does not include any food or beverages, unless you have pre-ordered food or beverages during your online reservation. Food & beverages can be purchased at our premises during your visit. No food or beverages may be brought on to our premises.

**5.3 You cannot transfer your booking.** 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 our premises.

#### **6. YOUR OBLIGATIONS**

For the Contract, a “Guest” is any person participating in or attending your booking, including you.

6.1 You will ensure that Guests:

6.1.1. cooperate with us in all matters relating to the Services, including complying with our instructions and regulations in relation to health and safety;

6.1.2. provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate;

- 6.1.3. comply with all applicable laws, including health and safety laws, and all Site regulations made available to them;
- 6.1.4. treat our staff with courtesy and respect. This means that aggressive or violent behaviour towards our staff or any member of the public within our premises will not be tolerated under any circumstances and Guests will be escorted off the premises;
- 6.1.5. are over the age of 18 and, if required, submit to us carrying out security searches and ID checks on or after entry to our premises;
- 6.1.6. drink and play responsibly. We can refuse entry or service to, or remove, any Guest whose behaviour puts at risk the enjoyment and safety of others;
- 6.1.7. do not cause damage to our equipment or other property, and you will be responsible for paying for any damage they cause, if they do not pay for it;
- 6.1.8. safeguard their own possessions while on our premises. To the fullest extent under law, we will not be responsible for any loss or damage caused to such possessions;
- 6.1.9. are aware that if they choose to use the cloakroom, they do so at their own risk, and they must safeguard their cloakroom ticket and, if lost, we will not return the Guest's items for at least 24 hours in order to verify belongings;
- 6.1.10. understand that they voluntarily assume all risks and danger in relation to the booking, including the potential dangers associated with holding large guns;
- 6.1.11. do not bring their own guns;
- 6.1.12. do not take Clays' guns out of the premises; and
- 6.1.13. have read and agreed to the terms of the privacy notice which can be found [here](#).

6.2 If our performance of any of our obligations under the Contract is prevented or delayed because you did not perform your obligations ("Customer Default"):

- 6.2.1. we can suspend performance of the Services until you remedy the Customer Default;
- 6.2.2. we will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the suspension; and
- 6.2.3. you will reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

## **7. HOW WE CHARGE YOU AND OUR CANCELLATION POLICY**

7.1 For this clause, "Event Date" means the date on which we had agreed to provide the Services, as set out in your online reservation.

7.2 The charges for the Services are listed on our website.

7.2.1. We will charge your card at the time of booking. If the booking value is over £250, a 25% deposit will be required at the time of your booking.

7.2.2. Bookings are non-refundable and non-transferable.

7.2.3. If you do not turn up on the date and time of the Event Date, you will not be entitled to a refund.

7.2.4. A discretionary service charge of 12.5% will be added to your bill.

## 8. DATA PROTECTION

How we use any personal data you give us is set out in our privacy notice, which can be found [here](#).

## 9. GENERAL HEALTH AND SAFETY INFORMATION

**9.1 Photosensitivity / epileptic seizures.** A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a screen, or while playing video games, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If any Guests have an epileptic condition, you must ensure they consult their doctor prior to playing at Clays. If any Guests experience any of the following symptoms whilst playing our games – dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions – you must ensure they IMMEDIATELY discontinue playing and consult their doctor.

**9.2 Allergens.** All our food is prepared in a kitchen where nuts, gluten and other known allergens may be present. Please note we take caution to prevent cross-contamination, however, any product may contain traces as our entire menu is produced in the same kitchen. Therefore, if any Guests have food allergies, you must ensure they speak to a manager before placing an order. Full allergen information is available. Management can advise of all ingredients used.

9.2.1. Please notify our team of any severe allergies with 7 days of the event, the team will do their utmost to accommodate you.

## 10. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY OUR SERVICES

**10.1 Our liability.** Except in respect of the losses described in clause 10.2 (Losses we never limit or exclude), we're responsible for losses you suffer caused by us breaking the Contract unless the loss is:

**10.1.1. Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it.

**10.1.2. Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 11 (We're not responsible for delays outside our control).

**10.1.3. Avoidable.** Something you could have avoided by taking reasonable action.

**10.2 Losses we never limit or exclude.** Nothing in the Contract limits or excludes any liability which cannot legally be limited, including liability for:

10.2.1. death or personal injury caused by our negligence;

10.2.2. fraud or fraudulent misrepresentation; and

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

10.3 This clause shall survive termination of the Contract.

## **11. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL**

If our supply of the Services is delayed by an event outside our control (including but not limited to, fire, flood, natural disasters, acts of terrorism, war, our inability to obtain supplies, utilities or technology failures, acts of governmental authority, pandemics, and labour strikes), we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay.

## **12. GENERAL**

**12.1 Changes to the Contract.** Any change of the Contract only has effect if it is in writing.

**12.2. Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

**12.3. If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**12.4 No one else has rights under this Contract.** This contract is between you and us. Nobody else can enforce it and neither you nor us will need to ask anybody else to sign-off on ending or changing it.

**12.5 Resolving disputes with us through court.** The Contract is governed by English law. Wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**12.6 Peg allocation is at our discretion.** This is subject to availability on the day of your booking.

## **PROMOTIONS**

Please see below individual terms and conditions for any promotions running.

## **BUSINESS TERMS & CONDITIONS**

### **BACKGROUND**

These terms and conditions (“Conditions”), together with any and all other documents referred to herein, set out the terms and conditions on which you can purchase the Services.

Please read the Conditions carefully and ensure that you understand them. These Conditions may have changed since you last reviewed them.

By purchasing the Services, you are agreeing to the Conditions.

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Booking”** means the booking made by the Customer, and confirmed by Clays, for the services specified on the Booking Form;

**“Booking Form”** means the completed form specifying the Services to be provided, amounts payable and other details;

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

**Business Hours** means the period from 9.00am to 5.00pm on any Business Day;

**“Total Charges”** means the total charges the Customer must pay for the Services, as specified on the Booking Form;

**“Contract”** means the contract between Clays and the Customer, comprising of these Conditions and the Booking Form. In any event of conflict between these Conditions and the terms in the Booking Form, the terms in the Booking Form will prevail;

**“Customer”** has the meaning given to it in the Booking Form;

**Deposit** means the non-refundable deposit, as specified in the Booking Form;

**“Event Date”** has the meaning given to it in the Booking Form;

**“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;

**Remaining Balance** means the Total Charges less the Deposit;

**"Services"** means the virtual clay shooting services and ancillary services supplied by Clays to the Customer as set out in the Booking Form; and

**"Site"** has the meaning given to it in the Booking Form.

## 2. INFORMATION ABOUT US

Our website, [www.clays.bar](http://www.clays.bar) is owned and operated by Trigger Group Limited, a limited company registered in England under 12045663 of 131 Finsbury Pavement, London EC2A 1NT. Our VAT number is 340604535. The Conditions apply to Services provided by Trigger Group Limited ("Clays", "we", "us", and "our").

## 3. BASIS OF CONTRACT

3.1 A submitted Booking Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions. Our order process allows you to check and amend any errors before submitting your order to us. Please check the Booking Form carefully before confirming it. You are responsible for ensuring that the Booking Form is complete and accurate.

3.2 After you have submitted the Booking Form, you will receive an email from us acknowledging that we have received it, but this does not mean we have accepted it.

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

3.4 Any descriptive matter or advertising issued by Clays, and any descriptions or illustrations contained in Clays' 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.

3.5 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.

3.6 Any quotation given by Clays 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 Clays gives no guarantee of until the Booking Form has been accepted).

## 4. SUPPLY OF SERVICES

4.1 Clays will supply the Services to the Customer in accordance with the Booking Form in all material respects.

4.2 Clays reserves the right to amend the Services:

4.2.1. if necessary to comply with any applicable law or regulatory requirement; or

4.2.2. to make minor amendments, if the amendment will not materially affect the nature or quality of the Services.

4.3 Clays reserves the right to suspend the Services to:

4.3.1. deal with technical problems or make minor technical changes; or

4.3.2. update the Services to reflect changes in relevant laws and regulatory requirements.

4.4 The Services will be provided by Clays using reasonable care and skill.

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

4.6 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.

4.7 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.

## 5. BOOKING PARTICULARS

**5.1 Number of Guests.** If the Customer wants to increase the number of Guests from the number specified in the Booking Form, Clays will use reasonable endeavours to accommodate the request, but it cannot guarantee it will be able to do so. For the avoidance of doubt, the Customer will not be entitled to a refund if it wants to decrease the number of Guests.

**5.2 Final numbers.** The Customer must confirm the guest list with Clays' events team 3 weeks prior to the Event Date.

**5.3 Food and drink selection.** Food and drink choices must be made in writing at least 3 weeks prior to the Event Date. Any allergies and dietary requirements must also be submitted at this time.

**5.4 Decorations.** Unless agreed with Clays in writing, the Customer cannot decorate the Site (including, for the avoidance of doubt, room and table decorations).

**5.5 Music & AV.** The Customer may play its own music using the AV jacks in the Private Shooting Room. The main area of the Site will have background music and at certain times a live DJ.

**5.6 Service charge.** A 12.5% service charge will be added to the final bill.

## 6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall ensure that the terms of the Booking Form and any information it provides relating to its Booking are complete and accurate.

6.2 The Customer shall, and shall ensure that all Guests:

6.2.1. cooperate with Clays in all matters relating to the Services;

- 6.2.2. provide Clays with such information and materials as Clays may reasonably require in order to supply the Services, and ensure that such information is complete and accurate;
- 6.2.3. comply with all applicable laws, including health and safety laws, and all Site regulations made available to the Customer and the Guests;
- 6.2.4. comply with all of the Customer's obligations set out on the Booking Form;
- 6.2.5. treat Clays' staff with courtesy and respect. Aggressive or violent behaviour towards our staff or any member of the public within the Site will not be tolerated under any circumstances, and Guests will be escorted off the Site if Clays deems it necessary;
- 6.2.6. are over the age of 18 and, if required, will submit to us carrying out security searches and ID checks on or after entry to the Site;
- 6.2.7. drink and play responsibly. Clays reserves the right to refuse entry or service to, or remove, any Guest whose behaviour puts at risk the enjoyment and safety of others;
- 6.2.8. do not cause damage to our equipment or other property, and the Customer will be responsible for paying for any damage caused by it or its Guests;
- 6.2.9. safeguard their own possessions while on Site, and neither Clays nor any of its staff, agents or partners will be responsible for any loss or damage caused to such possessions;
- 6.2.10. are aware that if they choose to use lockers, if available, or the cloakroom, they do so at their own risk, and they must safeguard their cloakroom ticket/locker key and, if lost, Clays will not return the Guest's items for at least 24 hours in order to verify belongings;
- 6.2.11. understand that they voluntarily assume all risks and danger in relation to the Booking, including the potential dangers associated with holding large guns, and to the fullest extent permitted by law, neither Clays nor any of its staff, agents or partners will be responsible for Guests or any loss or damage they sustain;
- 6.2.12. do not bring their own guns;
- 6.2.13. do not take Clays' guns out of the premises; and
- 6.2.14. have read and agreed to the terms of the privacy notice which can be found [here](#).

6.3 If Clays' 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"):

6.3.1. without limiting or affecting any other right or remedy available to it, Clays 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 Clays' performance of any of its obligations;

6.3.2. Clays shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Clays' failure or delay to perform any of its obligations as set out in this clause 6.3; and

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

## **7. CHARGES AND PAYMENT**

7.1 The Customer will pay:

7.1.1 the non-refundable Deposit at the time of submitting the Booking Form; and

7.1.2. the Remaining Balance at least 30 days prior to the Event Date, or at the time of submitting the Booking Form if the Booking is made within 30 days of the Event Date.

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

7.3 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 Clays to the Customer, the Customer shall, on receipt of a valid VAT invoice from Clays, pay to Clays such additional amounts in respect of VAT as are chargeable on the supply of the Services.

7.4 If the Customer fails to make a payment due to Clays under the Contract by the due date, then, without limiting Clays' 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 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.5 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).

## **8. CANCELLATION BY THE CUSTOMER**

8.1 All cancellations by the Customer must be sent to Clays in writing.

8.2 On cancellation, the Customer shall be obligated to pay a cancellation charge equal to the Total Charges.

8.3 The payments under the Contract are non-refundable and the Customer is not entitled to any refunds if it cancels the Contract.

8.4 If the Customer cancels the Contract, Clays:

8.4.1. may, at its sole discretion, if appropriate notice is provided whereby Clays can resell the event space, refund the Customer some or all of the Total Charges; and 8.4.2. may, at its sole discretion, move the Booking to a new date.

## 9. CANCELLATION BY CLAYS

9.1 Clays may cancel the Contract with immediate effect by giving the Customer notice in writing if:

9.1.1. the Customer fails to pay any amount due under the Contract on the due date for payment;

9.1.2. the Customer commits a material breach of any term of the Contract;

9.1.3. the Customer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause;

9.1.4. the Customer suspends or ceases, or threatens to suspend or cease, carrying on business;

9.1.5. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Clays may also cancel the Contract for any reason by giving the Customer 14 days' written notice. If Clays cancels the Contract pursuant to this clause, it will give the Customer a full refund of the Total Charges.

9.3 On completion or cancellation of the Contract for whatever reason:

9.3.1. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

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

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1 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 Clays.

## 11. DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of all applicable data protection legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) ("Data Protection Legislation"). This clause ##11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

11.2 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable Clays to perform the Services.

## 12. GENERAL HEALTH AND SAFETY INFORMATION

12.1 Photosensitivity / epileptic seizures. A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a screen, or while playing video games, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If any Guests have an epileptic condition, the Customer must ensure they consult their doctor prior to playing at Clays. If any Guests experience any of the following symptoms whilst playing our games – dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions – the Customer must ensure they IMMEDIATELY discontinue playing and consult their doctor.

12.2 Allergens. All our food is prepared in a kitchen where nuts, gluten and other known allergens may be present. Please note we take caution to prevent cross-contamination, however, any product may contain traces as our entire menu is produced in the same kitchen. Therefore, if any Guests have food allergies, the Customer must ensure they speak to a manager before placing an order. Full allergen information is available. Management can advise of all ingredients used.

## 13. LIMITATION OF LIABILITY

13.1 Clays 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 Clays has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

13.2 References to liability in this clause ##13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.

13.3 Nothing in this clause ##13 shall limit the Customer's payment obligations under the Contract.

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

13.4.1. death or personal injury caused by negligence; or

13.4.2. fraud or fraudulent misrepresentation.

13.5 Subject to clause 13.4., Clays' total liability to the Customer shall not exceed the Total Charges.

13.6 Subject to clause 13.4, the following types of losses are wholly excluded by the parties:

13.6.1. loss of profits;

13.6.2. loss of sales or business;

13.6.3. loss of agreements or contracts;

13.6.4. loss of anticipated savings;

13.6.5. loss of use or corruption of software, data or information;

13.6.6. loss of or damage to goodwill; and

13.6.7. indirect or consequential loss or damage.

13.7 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.

## 14. GENERAL

14.1 Force majeure. Clays 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, but not limited to, fire, flood, natural disaster, act of terrorism, war, inability to obtain supplies, utilities or technology failures, act of governmental authority, pandemics and labour strikes.

14.2 Entire agreement.

14.2.1. 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.

14.2.2. 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.

14.2.3. Nothing in this clause shall limit or exclude any liability for fraud.

14.3 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).

14.4 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.

14.5 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.

#### 14.6 Notices.

14.6.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by email, by hand, or by pre-paid first-class post or other next working day delivery service at its address specified on the Booking Form (with regards to Clays, the address shall be as set out in clause 2 and the email address shall be [events@clays.bar]).

14.6.2. Any notice shall be deemed to have been received:

14.6.2.1. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume;

14.6.2.2. if delivered by hand, on signature of a delivery receipt; and

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

14.7 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.

14.8 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.

14.9 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.

## 15. TRIGGER GROUP LTD'S INTELLECTUAL PROPERTY RIGHTS

15.1 Trigger Group Ltd holds exclusive rights to patents, trademarks, and registered designs related to the Clays experience.

### Trademark Rights

Registered Trademarks: GB (3538766).

Trademark Applications: US (90868966).

### Patent Rights

Patent Applications: GB (2415134.2), GB (2415138.3), GB (2415147.4).

**Design Rights** Registered Designs: AE (7912), AE (7913), AU (202111236), AU (202111235), CA (201834), CA (201828), CN (ZL202130118347.7), EU (008159768-0001), EU (008159768-0002), GB (90081597680001), GB (90081597680002), GB (6398047), GB (6398048), GB (6398049), GB (6398050), GB (6398051), JP

(1702400), JP (1702401), SG (30202109041X), SG (30202109040U), US (D1002730), US (D1010005). This information is accurate as of November 2024.

15.2 Trigger Group Ltd is focused on securing robust intellectual property protection for its technology, designs, and brands. By doing so, the company ensures it can keep delivering innovative, high-quality products. Protecting these assets helps Trigger Group safeguard its investment in creativity and innovation, allowing it to bring market-leading products and experiences to its customers.

15.3 Trigger Group Ltd will look to take action to enforce its intellectual property rights if they are infringed by unauthorised third parties. Patents protect new inventions and encourage investment in innovation, driving progress. Registered designs safeguard the unique look of products, supporting creativity and helping businesses stand out in the marketplace. Trademarks protect brand names and reputations, giving consumers confidence in the quality of the products they buy. Respecting intellectual property laws, including those for patents, designs, and trademarks, is important for everyone.

## PROMOTIONS

### 1. Night Play

1.1 View full terms and conditions [here](#).

### 2. Bottoms Up

2.1 View full terms and conditions [here](#).

### 3. Sunday Funday

3.1 The offer is valid on Sundays between the hours of 12.00 – 21.00 inclusive starting at £35 per person. A discretionary service charge of 12.5% will be applied at the end of your booking.

3.2 The package includes:

3.2.1. 60 minutes of unlimited gameplay in your own dedicated shooting peg for groups of 2 to 5, or 90 minutes for groups of 6 to 20.

3.2.2. Two standard beverages per person, including low & no cocktails, beers, wine by the glass, single spirits with mixer, and soft drinks.

3.2.3. One pizzetta to be shared between two.

3.2.4. One portion of loaded chips or fries per person.

### 4. Mother's Day

4.1 View full terms and conditions [here](#).

### 5. St Patrick's Day

## 5.1 View full terms and conditions [here](#)



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