



## Bookings and Beyond Ltd t/as KuulSeats Customer Terms & Conditions

Updated 2025 02 05

### IMPORTANT LEGAL NOTICE

This page (together with our Cookies Policy) sets out the terms and conditions ("Customer Terms") on which we, KuulSeats ("we", "our" or "KuulSeats"), provide access to any KuulSeats website and applications through which you contract for the services (together, "the Website"). By booking Services through the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Policy and Cookies Policy.

### TERMS AND CONDITIONS OF USE

#### 1. INTRODUCTION AND OUR ROLE

**Bookings facilitator.** Bookings and Beyond Ltd t/as KuulSeats is a company registered in England and Wales with registered company number 15739855, whose registered office is at 86-90 Paul Street, London, EC2A 4NE.

#### 2. YOUR STATUS

- 2.1. **Capacity and age:** By making a booking through the Website, you warrant that you are legally capable of entering into a binding contract with KuulSeats.

#### 3. CUSTOMER CARE AND COMPLAINTS

- 3.1. **General:** Customer care is extremely important to us. Subject to 6 our Customer Care team will try to assist you where possible if you have any problems with your service. You can contact our Customer Care team by sending an email to [support@kuulseats.com](mailto:support@kuulseats.com)
- 3.2. **Complaints:** In the event that you are dissatisfied with the quality of the service provided by a restaurant please raise the complaint whilst you are at the restaurant.

#### 4. WEBSITE USAGE

4.1. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 4.1 is prohibited.

4.2. **Reservation of rights:** Any rights not expressly granted in these Website Terms are reserved.

## 5. WEBSITE ACCESS

5.1. **Website availability:** While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

5.2. You may access some areas of the Website without making a purchase or registering your details with us. Most areas of the Website are open to everyone.

5.3. **Suspension of access:** Access to the Website may be suspended temporarily at any time and without notice.

5.4. **Information security:** The transmission of information via the Internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

## 6. DISCLAIMERS

6.1. **Website information:** While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the functionality and restaurants described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

6.2. **Allergies, dietary and other menu information:** If you have a concern about food allergies, intolerances or other dietary preferences, you should always contact the restaurant directly before making a booking.

6.3. **Actions and omissions:** you acknowledge and accept that by using the Website we do not give any undertaking that the Bookings made through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

6.4. The foregoing disclaimer does not affect your statutory rights against us or the restaurant.

6.5. **Exclusion of terms:** We provide you with access to and use of the Website on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website, and your use of it (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website and your use of it, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise ).

## 7. LIABILITY

7.1. **General:** Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

7.2. **Limitation of liability:** We have no liability to you in respect of all other losses arising under or in connection with the Website or your use of it.

## 8. WRITTEN COMMUNICATIONS

8.1. When using the Website you accept that communication with us will be electronic.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").

9.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

9.2.1. strikes, lock-outs or other industrial action;

9.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

9.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

9.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

9.2.5. impossibility of the use of public or private telecommunications networks; and

9.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

9.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

## 10. ADDITIONAL TERMS

10.1. **Privacy Policy:** We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy.

10.2. **Other terms:** You should also review our Cookies Policy for information regarding how and why we use cookies to improve the quality of the Website and your use of it, All of these are incorporated into these Website Terms by this reference.

- 10.3. **Severability:** If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 10.4. **Entire agreement:** These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.
- 10.5. **Headings:** The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1. These Website Terms shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.