

Booking Terms and Conditions

This page sets out the terms and conditions by which PrimeVR Limited agrees to provide services to your school. A workshop booking is not confirmed until a representative on behalf of the school has accepted these terms and conditions through the PrimeVR booking portal. If you have any questions about these terms and conditions before accepting, please don't hesitate to contact info@primevr.co.uk.

1. Our Contract With You

1.1 By accepting these terms and conditions, you are making a booking with PrimeVR Limited which involves creating a contract between the school that you represent and PrimeVR Limited.

The parties to this contract are:

(1) The school or organisation that is booking the workshops and

(2) PrimeVR Limited, whose registered address is 36 Vulcan View, Bicester, Oxfordshire, OX26 4AD. PrimeVR Limited is referred to in this contract as the “company”, “we”, and “us”. By accepting these terms and conditions, you accept that you are authorised to do so on behalf of your school/organisation.

1.2 We provide our services to you subject to these terms and conditions and you should read through them carefully before accepting them.

2. Definitions

2.1 School means the school, organisation or client responsible for making/accepting/confirming a booking with PrimeVR Limited.

2.2 Contract means the agreement made or to be made between PrimeVR Limited and the school, for whom will receive the supply of the services, subject to these conditions.

2.3 Fees mean the relevant service fees payable by the school to access the service of PrimeVR Limited.

2.4 Services means the services PrimeVR Limited are providing to the school, which can be programmes, workshops, resources or other services to be supplied by PrimeVR Limited to the school.

2.5 Booking means the school's order for the services as set out in the booking confirmation email and online booking portal.

2.6 Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you.

2.7 Website means our website www.primevr.co.uk on which the services are advertised.

3. Provision of Services

3.1 The description of the services are set out on the website, brochure or any other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the service provided.

4. School Responsibilities

4.1 The school must cooperate with us in all matters relating to the services, provide us with an appropriate room or space for the day and complete all tasks outlined in the booking portal in preparation for the day. This includes, but is not limited to, collecting permission slips from parents/guardians, reading and assessing appropriate risk assessments and informing PrimeVR team members of any individuals who suffer from epilepsy.

4.2 Failure to comply with the above will hold the school accountable for any wrongdoing or adverse consequences.

5. Fees and Payment

5.1 Charges for services provided by PrimeVR Limited are outlined in the confirmation email sent through to the school. This will include a fee for delivery of the workshops and an agreed fee for travel expenses.

5.2 An invoice will be sent on the day that services have been delivered. Invoices are normally sent via email to the individual responsible for making the booking and to the school office. The individual and/or school office will be responsible for forwarding the invoice to whoever is responsible for processing payment.

5.3 Invoices that remain unpaid thirty (30) days after the date of the invoice will be assigned a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

5.4 Payment for services is due by bank transfer or cheque. Cheques should be made payable to PrimeVR Limited and sent to 36 Vulcan View, Bicester, Oxfordshire, OX26 4AD. Bank details are made available on invoices.

6. Delivery of Services

6.1 We will arrive at your school and deliver the services on the agreed date, failing any breach in the agreement or accepted notification of changes in writing. If for any reason, other than those stated, that the workshops can't go ahead (unless PrimeVR Limited is at fault), fees for the full amount will be invoiced.

6.2 If we are unable to deliver services on the agreed date, for any reason, we will offer you the next best alternative date. Should you wish not to proceed, you will have every right to cancel the agreement.

7. Withdrawal and Cancellation

7.1 You can withdraw your provisional booking by informing us before you agree to these terms and conditions.

7.2 Once you accept these terms and conditions, your booking will be confirmed in our diary and our contract with you will come into force.

7.3 Once these terms and conditions have been accepted you will be liable for any travel or accommodation costs that we have incurred if you cancel at any point. Receipts will be provided.

7.4 Our Cancellation Policy is as follows:

- Any cancellations made within 4 weeks of the booking date will be charged 50% of the workshop fee, plus any additional travel expenses already incurred (this applies even if the booking has been completed within 4 weeks of the booking date).
- Any cancellations made within 14 days of the booking date will be charged the full workshop fee, plus any additional travel expenses incurred (this applies even if the

booking has been completed within 14 days of the booking date).

7.5 PrimeVR Limited will aim to reschedule a workshop if PrimeVR Limited is forced to cancel or postpone the workshop for any reason.

8. COVID-19

8.1 If the booking can't go ahead due to official government restrictions around COVID-19, schools reserve the right to postpone or reschedule their date at no additional cost.

8.2 If the school is forced to close due to an outbreak of COVID-19 or a shortage of school staff, schools reserve the right to postpone or reschedule their date with no additional workshop cost. If PrimeVR has incurred travel expenses and less than 72 hours notice has been provided, schools will be liable to pay these travel expenses.

8.3 If a school has not been forced to close due to the reasons stated above, the usual cancellation policy outlined in section 7 will apply, even if the reason for cancellation is COVID-19.

8.4 If one of the participating classes is forced to self-isolate, it is up to PrimeVR's discretion as to whether the workshop date can be rescheduled without incurring cancellation charges.

8.5 Under current circumstances, we completely understand that cancellations are a possibility. We politely ask that you provide continuous updates and communicate with us regarding your booking so that we can make alternative arrangements if necessary. If you have any questions regarding any of the above, please don't hesitate to get in touch.

9. Travel Expenses

9.1 Mileage expenses are charged at £0.45 per mile each way. 20 miles each way from a PrimeVR team member's address is included in the workshop fee. Any miles outside of this will be charged at £0.45p per mile.

9.2 For some schools, team members will be required to stay in accommodation the night before. PrimeVR will only allow team members to drive up to 2 hours on the morning of a booking (calculated at the time of booking using the Google Maps travel planner). Any travel time over this and accommodation will be required. Accommodation expenses will be based on a local Premier Inn, Travelodge, Holiday Inn or anything similar. An overnight food allowance of £20 + VAT will also be included in travel expenses.

9.3 If the school does not have a car park and PrimeVR incurs expenses as a result of parking on the day of the booking, these additional expenses will be passed onto the school.

9.4 Travel expenses will be calculated based on the availability of team members and their home address at the time of booking. Please note that staffing arrangements can change and therefore travel expenses may change. The difference in travel expenses due to staffing arrangements will not be refunded and any additional expense incurred by PrimeVR will not be requested from the school if an increase has taken place.

10. Damages to Equipment

10.1 We visit schools with a full PrimeVR kit. This includes 16 Pico G2 4K headsets and 1 Samsung tablet. All equipment will be tested in the morning during the initial setup to ensure everything is fully working. Any equipment that is not working will be reported to the school office immediately before workshops begin.

10.2 At the start of every workshop, PrimeVR team members will complete a safety briefing with all pupils and school staff. Teachers will be responsible for ensuring that all pupils follow the rules and instructions provided. Following these rules and guidelines helps to prevent any damage to the equipment. If a PrimeVR team member deems the equipment to be at risk due to a continuous breach of these rules, they will reserve the right to cancel the workshop immediately and no refund will be provided.

10.3 If any of PrimeVR's equipment is damaged whilst on school-site as a result of pupils or school staff, PrimeVR reserves the right to charge the school or organisation the following to replace this equipment:

- Pico G2 4K headset - £300 + VAT
- Pico G2 4K silicone mask - £30 + VAT
- Pico G2 4K silicone strap - £15 + VAT
- Samsung tablet - £500 + VAT
- PrimeVR Case - £1,700 + VAT

11. Privacy

11.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

11.2 These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy which can be found at www.primevr.co.uk/privacypolicy.

12. Governing Law, Jurisdiction and Complaints

12.1 The Contract (including any non-contractual matters) is governed by the law of England and Wales.

12.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the school resides in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

12.3 We try to avoid any dispute, so we deal with complaints as follows: all complaints should be made in writing to info@primevr.co.uk. We will aim to respond with an appropriate solution within five working days.

By entering into a contract with PrimeVR Limited you agree to abide by these terms and conditions. We hope that you enjoy working with PrimeVR Limited and we welcome any feedback and suggestions for improvement.

PrimeVR Limited,
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Bicester,
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OX26 4AD
info@primevr.co.uk

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