

Terms and Conditions for “Boller Battle” at ELORIA Erlebnisfabrik & Eventlocation

General Terms and Conditions for the “Boller Battle” Experience

ELORIA GmbH (hereinafter: “ELORIA Erlebnisfabrik & Eventlocation”) is the organizer of the service “Boller Battle” in Bottrop. The service consists of a leisure experience combined with the temporary use of a specially equipped Boller wagon.

The following terms and conditions fully regulate how the contract is made and how it is carried out.

1. Scope

1.1 These terms and conditions apply to all bookings and participation in the “Boller Battle” experience.

1.2 Contract partner is:

ELORIA GmbH
Chausseestr. 52
10115 Berlin

1.3 The “customer” within these terms is the person who makes the booking.

2. Subject of the Contract

2.1 The subject of the contract is the execution of the “Boller Battle” experience at the date stated in the booking confirmation.

2.2 The minimum age for booking customers is 18 years.

2.3 Persons under 18 years may only participate if accompanied by an adult. The duty of supervision always remains with the accompanying adult. ELORIA Erlebnisfabrik & Eventlocation does not take over supervision.

2.4 Start time, duration and location of the experience are stated in the booking confirmation.

2.5 The experience starts exactly at the time stated in the booking confirmation. ELORIA Erlebnisfabrik & Eventlocation recommends arriving 15 minutes before the start.

2.6 If you arrive late, the service may not be provided fully or at all. In this case, there is no right to a refund.

3. Booking and Conclusion of Contract

3.1 Booking is only possible via the website.

3.2 The presentation of the offer does not yet represent a binding offer.

3.3 By completing the booking process, the customer submits a binding offer to conclude a contract.

3.4 The contract is only concluded when ELORIA Erlebnisfabrik & Eventlocation sends the booking confirmation.

3.5 The customer must check the booking confirmation immediately for correctness. Obvious errors must be reported without delay.

3.6 Input errors during online booking can be corrected before submitting the booking using usual keyboard, mouse and browser functions.

4. Prices and Payment Conditions

4.1 The price shown during the booking process applies. All prices include statutory VAT.

4.2 The total amount becomes due when the booking confirmation is received.

4.3 Payment is only possible using the online payment methods offered during booking.

5. Rebooking, Cancellation, No-Show

5.1 Free rebooking or cancellation is only possible if a FlexOption was purchased during booking and the change or cancellation is made at least 48 hours before the booked date.

5.2 Payments already made will only be refunded in the form of a voucher.

5.3 If cancellation happens later or no FlexOption was booked, the full amount remains payable.

5.4 If the booked appointment is not attended, the full amount also remains payable.

6. Participation Requirements and Obligations

6.1 At least one participating adult must bring a valid official photo ID and show it on request.

6.2 If no valid ID is presented, the Boller wagon will not be handed over. There is no right to a refund.

6.3 ELORIA Erlebnisfabrik & Eventlocation may exclude persons from participation if they are clearly under strong influence of alcohol or drugs or if their behavior puts the process, safety or equipment at risk.

6.4 Participants must handle the Boller wagon and all provided equipment and game materials with care.

6.5 Interference with traffic, endangering other persons, as well as disruptive or illegal behavior is prohibited.

6.6 The customer is liable, within legal limits, for damages caused intentionally or negligently to the Boller wagon, game elements and other provided items, as well as for their loss.

7. Return of the Boller Wagon

7.1 The Boller wagon must be returned properly within the agreed return time of the experience.

7.2 If the wagon is returned later than 3 hours and 15 minutes after the start of the booked time, an additional fee of €50.00 must be paid upon return..

8. Liability

8.1 ELORIA Erlebnisfabrik & Eventlocation is fully liable in cases of intent and gross negligence, as well as for damages resulting from injury to life, body or health.

8.2 In case of slight negligence regarding essential contractual obligations, liability is limited to the typical and foreseeable damage. Essential obligations are those necessary for proper execution of the contract and on which the customer can normally rely.

8.3 Otherwise, liability for slight negligence is excluded.

9. No Right of Withdrawal

There is no right of withdrawal for contracts related to leisure services with a specific date or time period (§ 312g para. 2 no. 9 German Civil Code).

10. Anwendbares Recht und Gerichtsstand

10.1 The law of the Federal Republic of Germany applies.

10.2 If the customer is a merchant, a legal entity under public law or a special fund under public law and has their registered office in Germany at the time of contract conclusion, the exclusive place of jurisdiction is Berlin.