

**ACTION PAINTING PARK**

General Terms and Conditions

Paint It Easy Action Painting Park

Version: September 2026

These Terms & Conditions ("Terms") apply to all bookings and visits to the Paint It Easy Action Painting Park operated by Paint It Easy GmbH, Wallstrasse 14, 4051 Basel, Switzerland ("Paint It Easy", "we", "us" or "our").

The Basel Action Painting Park is located at Wallstrasse 14, 4051 Basel.

The Zürich Action Painting Park is located at Bederstrasse 77, 8002 Zürich.

By making a booking or payment for an Action Painting Park session, you confirm that you have read, understood and accepted these Terms. They form part of the agreement between you and Paint It Easy.

We may update these Terms from time to time. The version applicable to your booking is the version that was made available to you at the time of booking. The current version is available on our website and at our premises.

1. Booking and Admission

1.1 Booking a time slot

A booking reserves a specific time slot at the Action Painting Park. Your booking is confirmed once the required payment has been successfully completed.

Our Action Painting Park is a participatory art experience. The booking fee is charged per person entering the Action Painting Park, not only per person who actively paints.

Everyone who enters the Action Painting Park during a booked session must therefore have their own paid place, even if they do not intend to paint for the entire duration of the session.

We kindly ask guests not to book a session for a group and have only some members of the group pay while others attend only as spectators. If someone would like to accompany a participant without actively taking part, they must nevertheless have a valid paid place, subject to the capacity of the venue.

1.2 Price

The Action Painting Park booking fee is CHF 10 per person per hour.

The booking fee covers access to the Action Painting Park and its facilities during the booked time. Canvases are not included in the booking fee and must be purchased separately.

Canvases and other available materials can be purchased at the Action Painting Park. Our current canvas price list is available here:

All prices are listed here: <https://paintiteasy.ch/action-painting-park-zuerich/>

1.3 Your booked time includes preparation and clean-up

Your booked time slot includes everything from entering the space to leaving it, including preparation and clean-up.

For example, if your booking is from 14:00 to 16:00, you must finish your artwork and complete your clean-up by 16:00.

Guests are responsible for cleaning their own workspace and returning materials and equipment to the designated places before the end of their booked time.

Painting or other activities may not continue beyond the booked end time while clean-up is left for afterwards.

This is important so that the next guests can start their experience on time.

1.4 Staying longer

If you would like to stay longer than your originally booked time, this may be possible if there is sufficient capacity and additional time is available.

Any additional time will be charged according to the applicable rate.

An extension cannot be guaranteed, particularly during busy periods.



2. Payment

Payment for Action Painting Park bookings must be made by credit card through our website.

Cash payments are not accepted.

A booking is only considered confirmed once payment has been successfully completed.

3. Cancellation and No-Show Policy

3.1 Cancellation up to 24 hours before the booking

You may cancel your booking free of charge up to 24 hours before the scheduled starting time.

In this case, the booking fee will be fully refunded.

3.2 Late cancellation and no-show

Cancellations made less than 24 hours before the scheduled starting time are considered late cancellations.

Late cancellations and no-shows are not eligible for a refund.

3.3 Rescheduling

Bookings cannot be rescheduled.

If you are unable to attend your booked time, you may cancel your booking free of charge up to 24 hours before the start of your session and make a new booking separately.

3.4 Bookings made through third parties

If you have booked an Action Painting Park experience through a third-party provider, including a booking platform, any cancellation, refund or rescheduling request must be made directly through that provider and is subject to their applicable terms.

4. Late Arrival

Your Action Painting Park experience takes place within the time period reserved for your booking.

If you arrive more than 15 minutes after your scheduled starting time, we reserve the right to cancel your session and retain the full booking fee.

Late arrival does not extend the end time of your booking.

This is necessary to ensure that subsequent guests can use the space at their reserved time.

5. Children and Minors

5.1 Children's time slots

Children aged 10 and under may only attend the Action Painting Park during designated children's time slots.

The current children's time slots are:

- Wednesdays: 14:00-20:00
- Saturdays and Sundays: 10:00-14:00

These times may be changed from time to time. The current schedule is available on our website.

Children who have already passed their 10th birthday may also attend during regular opening hours.

5.2 Adult supervision

Participants aged 14 or under may only attend if a parent, legal guardian or other responsible adult is present in the Action Painting Park.

The accompanying adult does not necessarily have to participate in the painting activity, but must remain in the Action Painting Park throughout the session and is responsible for supervising the child or children and ensuring that our safety and house rules are followed.

The Action Painting Park is not a childcare facility. Paint It Easy does not provide childcare or supervision of children or minors.



5.3 Children aged 10 and under

Participants aged 10 and under must be accompanied by an adult who also participates in the Action Painting Park experience.

5.4 Groups of minors

For groups consisting of several minors, there must be an appropriate number of accompanying adults.

As a minimum, one participating or supervising adult is required for every three children.

Paint It Easy may refuse admission if there are not enough responsible adults present to meet these requirements.

5.5 Right to verify age and supervision

For safety and capacity reasons, Paint It Easy reserves the right to request proof of age where reasonably necessary.

We may refuse admission where the applicable age or supervision requirements are not met.

6. Safety and Responsible Use

The Action Painting Park is designed to be a fun and creative environment, but participation involves paint, movement, splashing and various painting techniques.

All guests must follow the instructions given by Paint It Easy staff and comply with the safety and house rules displayed at the premises.

Guests are expected to behave responsibly and respectfully towards staff, other guests and the premises.

6.1 Paint and clothing

Paint can stain clothing, shoes, bags and personal belongings.

We provide protective equipment where applicable, but no protective clothing can guarantee that your personal belongings will remain completely free of paint.

We strongly recommend wearing clothing and footwear that you do not mind getting dirty or painted.

Paint It Easy is not responsible for paint stains or other damage to clothing, footwear, bags or other personal belongings caused during participation, except where liability cannot legally be excluded.

6.2 Safe use of paint and equipment

Guests must not use paint, painting equipment or other materials in a way that creates a risk of injury or damage.

In particular, guests must not intentionally throw paint or other materials at another person, deliberately aim paint at another person's face or eyes, or otherwise use the activity in a dangerous or inappropriate manner.

The Action Painting Park is a creative activity, not a paint fight.

Guests are responsible for behaving safely and following all instructions given by Paint It Easy staff.

6.3 Personal responsibility

Each participant is responsible for acting in a manner appropriate to their own abilities and circumstances.

If you have a medical condition, allergy, physical limitation or other circumstance that could make participation unsafe for you, you should seek appropriate medical advice before participating or refrain from taking part.

Our paints are intended for artistic use and are generally suitable for normal use; however, Paint It Easy cannot guarantee that an individual will not experience an allergic or other reaction.

7. Alcohol, Drugs and Inappropriate Behaviour

For everyone's safety, Paint It Easy may refuse entry to or remove from the Action Painting Park any person who appears to be significantly under the influence of alcohol or drugs or whose behaviour creates a safety risk.

The same applies to aggressive, threatening, abusive or otherwise inappropriate behaviour.

This includes, in particular:

- physical aggression or threats;
- insulting, harassing or abusive behaviour towards staff or other guests;
- deliberate damage to property;



- dangerous misuse of equipment;
- repeated refusal to follow safety instructions; or
- behaviour that materially disrupts the experience of other guests.

In such cases, Paint It Easy may terminate the person's session and require them to leave the premises.

No refund will be provided where a session is terminated because of the guest's behaviour, to the extent permitted by law.

Paint It Easy reserves the right to take further action where damage, threats or other unlawful conduct occur.

8. Responsibility for Children and Minors

Parents, legal guardians and accompanying adults remain responsible for the children and minors accompanying them.

Where a minor participates in the Action Painting Park, the responsible adult must ensure that the minor understands and follows the applicable safety and house rules.

Paint It Easy staff may provide instructions and intervene where necessary for safety reasons, but they do not assume responsibility for supervising children.

9. Personal Belongings

Guests are responsible for their own personal belongings.

Paint It Easy does not assume responsibility for personal belongings that are lost, damaged or stolen at the Action Painting Park, except where liability cannot legally be excluded.

Please do not bring valuables into the painting area.

10. Paintings, Drying and Storage

10.1 Drying process

Paintings created at the Action Painting Park generally require approximately one day to dry.

During the drying process, the appearance, texture and colours of a painting may change. Small cracks, changes in texture, colour variations or other natural effects may occur as the paint dries.

These are normal characteristics of the drying process and are not necessarily defects.

Paint It Easy does not guarantee a particular final appearance of a painting, as the result depends on the materials used, the amount of paint applied, the painting technique and the natural drying process.

10.2 Collection of paintings

Paintings may be left at the Action Painting Park to dry and can be collected later.

Paintings are stored for a maximum of 7 calendar days after the date of the Action Painting Park session.

Customers are responsible for collecting their paintings within this period.

10.3 Uncollected paintings

Once the 7-day storage period has expired, Paint It Easy is no longer obliged to keep the painting.

Uncollected paintings may be disposed of or otherwise dealt with by Paint It Easy, without compensation to the customer.

10.4 Responsibility for stored paintings

We take reasonable care when storing paintings left at our premises. However, Paint It Easy cannot guarantee that a painting left for drying or storage will remain completely undamaged.

Paintings may be affected by accidental damage, handling, environmental conditions or other unforeseen circumstances.

To the extent permitted by applicable law, Paint It Easy is not responsible for loss of, theft of or damage to paintings left for drying or collection.



11. Transportation of Paintings

Paint It Easy does not offer a shipping or delivery service for paintings.

Customers are responsible for arranging the transportation of their paintings from the Action Painting Park themselves.

Please consider the size of your canvas when choosing your transportation method before purchasing it.

Some of the larger canvas sizes available at the Action Painting Park may not fit into a standard passenger car. For example, a 150 × 120 cm canvas is too large for many ordinary cars.

Paint It Easy cannot provide transportation or guarantee that a painting can be transported using a particular vehicle.

Once the painting has been handed over to the customer, the customer is responsible for its transportation and handling.

12. Damage to Property

Guests are responsible for damage they intentionally or negligently cause to Paint It Easy's premises, equipment, furniture or other property.

This includes damage caused by inappropriate use of painting materials or equipment.

Paint It Easy reserves the right to claim compensation for such damage to the extent permitted by applicable law.

13. Changes or Cancellation by Paint It Easy

Although we make every reasonable effort to operate the Action Painting Park as booked, circumstances may arise that make it necessary for us to cancel or change a session.

This may include technical problems, operational issues, staff emergencies, safety concerns, building-related problems or other circumstances beyond our reasonable control.

If Paint It Easy has to cancel a booked session, we will contact you and, where possible, offer you the choice of:

1. moving your booking to another available date and time; or
2. receiving a full refund of the payment made for the cancelled session.

No further compensation will be owed where the cancellation results from circumstances beyond Paint It Easy's reasonable control, to the extent permitted by law.

14. Liability

We take reasonable care to provide a safe and enjoyable experience.

However, participation in an Action Painting Park involves an element of physical activity and the use of paint and other materials. Guests participate at their own responsibility and must follow all safety instructions.

Paint It Easy is not liable for damage, loss or injury caused by a guest's own failure to follow safety instructions, inappropriate behaviour, misuse of equipment or failure to take reasonable care of themselves or their belongings.

Any limitation or exclusion of liability contained in these Terms applies only to the extent permitted under applicable Swiss law.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited, including liability arising from intentional conduct or gross negligence where such exclusion is not legally permissible.

15. House Rules and Right to Refuse Admission

Paint It Easy reserves the right to refuse admission to or remove from the Action Painting Park any person whose behaviour presents a safety risk, materially disrupts other guests, damages property or otherwise violates these Terms or the applicable house rules.

In such cases, the booking fee may be retained and no refund will be provided, to the extent permitted by law.

Our staff may give instructions during a session where they consider this necessary for safety, the proper operation of the Action Painting Park or the enjoyment of other guests.



Guests are required to follow such instructions.

16. Photography and Filming

16.1 Personal photography and filming

Guests may take photographs and videos for private, non-commercial purposes, provided that this does not interfere with the safety, privacy or enjoyment of other guests or with the operation of the Action Painting Park.

Guests must respect the privacy and personal rights of other visitors and staff. Photographs or recordings of other identifiable persons should only be made and published with their consent.

16.2 Commercial photography and filming

Professional, commercial, promotional or otherwise organised photography or filming at the Action Painting Park requires the prior written approval of Paint It Easy.

Paint It Easy may impose additional conditions or fees for commercial productions, professional photo shoots, media productions or similar activities.

16.3 Photography and filming by Paint It Easy

From time to time, Paint It Easy may take photographs or videos at the Action Painting Park for documentation, marketing, social media or other promotional purposes.

Where guests are clearly identifiable and are the main subject of such photographs or recordings, Paint It Easy will obtain appropriate consent where required.

For children and minors, any required consent must be provided by a parent, legal guardian or other person legally authorised to give such consent.

Guests who do not wish to appear in photographs or recordings may inform our staff at any time.

17. Data Protection and Privacy

17.1 General

Paint It Easy processes personal data in accordance with applicable Swiss data protection law, in particular the Swiss Federal Act on Data Protection (FADP), and, where applicable, other relevant data protection legislation.

Personal data means any information relating to an identified or identifiable natural person.

17.2 Personal data we may process

In connection with bookings, payments, visits, customer enquiries and the use of our website or booking systems, we may process personal data including:

- name and contact details;
- booking details, dates, times and number of participants;
- payment and transaction information;
- correspondence and customer service communications;
- information voluntarily provided to us by customers;
- technical information generated when using our website or online booking systems, such as IP address, browser information or device information, where applicable; and
- photographs or video recordings where these are made in accordance with Section 16 of these Terms.

We only process personal data that is reasonably necessary for the relevant purpose.

17.3 Purposes of processing

We may process personal data in particular for the following purposes:

- processing and managing bookings;
- taking and administering payments and refunds;
- communicating with customers before and after a booking;
- providing customer support;
- operating and improving the Action Painting Park and our services;
- fulfilling legal, accounting, tax or regulatory obligations;



- preventing misuse, fraud, security incidents or other unlawful activity;
- handling complaints, claims or disputes; and
- marketing or promotional communications where permitted by law or where the required consent has been obtained.

17.4 Service providers and third parties

We may use third-party service providers to operate parts of our business, including booking systems, payment providers, IT and hosting providers, email services, analytics providers, accounting software and other business service providers.

Where necessary for the provision of their services, such providers may receive or process personal data on our behalf or under their own legal responsibility.

Payment card information may be processed directly by the relevant payment service provider. Paint It Easy does not necessarily receive or store complete payment card details.

We do not sell personal data to third parties.

17.5 International data transfers

Some of our service providers may process personal data outside Switzerland.

Where personal data is transferred to a country that does not provide an adequate level of data protection under applicable Swiss law, we take appropriate measures where required, for example by using recognised contractual safeguards or relying on another legally permitted transfer mechanism.

17.6 Data retention

We retain personal data only for as long as reasonably necessary for the purposes for which it was collected, for the performance of contractual obligations, or for as long as required under applicable legal, accounting, tax or record-keeping obligations.

Retention periods may therefore vary depending on the type of data and the purpose for which it is processed.

17.7 Data security

Paint It Easy takes reasonable technical and organisational measures to protect personal data against unauthorised access, loss, misuse, alteration or disclosure.

However, no method of electronic transmission or storage can be guaranteed to be completely secure.

17.8 Your rights

Subject to the requirements and limitations of applicable law, individuals may have the right to request information about personal data processed about them and, where applicable, to request correction, deletion, restriction or other action in relation to their personal data.

Requests concerning personal data may be sent to Paint It Easy using the contact details provided at the end of these Terms.

We may request appropriate proof of identity before responding to a data protection request.

17.9 Website, cookies and analytics

Our website and online booking systems may use cookies and similar technologies that are technically necessary for the operation of the website or that help us understand and improve the use of our services.

Where consent is legally required for non-essential cookies or similar technologies, such technologies will be used in accordance with the applicable consent requirements.

Further information may be provided in our website privacy notice or cookie notice, where applicable.

17.10 Privacy Policy

Further information about how Paint It Easy processes personal data may be provided in our Privacy Policy.

If a separate Privacy Policy is published on our website, the version available there forms the more detailed data protection notice. In the event of any inconsistency regarding the processing of personal data, the Privacy Policy will apply to the extent permitted by law.

18. Applicable Law and Place of Jurisdiction

These Terms and the contractual relationship between the customer and Paint It Easy GmbH are governed by Swiss law, subject to any mandatory statutory provisions that may apply.



Where legally permissible, the courts having jurisdiction at the registered office of Paint It Easy GmbH in Basel, Switzerland, shall have jurisdiction over disputes arising from or in connection with these Terms.

19. Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions will remain in full force and effect.

The invalid or unenforceable provision shall be replaced, where legally possible, by a valid provision that comes as close as reasonably possible to the purpose and intention of the original provision.

Paint It Easy GmbH

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