

# Terms and Conditions

## 1. DEFINITIONS

- 1.1. "You" means everyone who purchases a ticket and everyone who visits a cinema operated by QA Cinema Ltd, whether or not they have purchased a ticket.
- 1.2. "Us" or "We" means QA Cinema Ltd generally and each of the cinemas it operates and shall include any company in which QA Cinema Ltd has an ownership interest.
- 1.3. A full list of the cinemas currently operated by us is available on our website (the "Website").
- 1.4. "QC" means QA Cinema.

## 2. INTRODUCTION

- 2.1. These Terms of Admission, as may be from time to time amended, (these "Terms") set out the general terms which apply to you.
- 2.2. Nothing in these Terms affects your statutory rights as a consumer.

## 3. AGE RESTRICTIONS

- 3.1. Entry to films and events is restricted by the classification given by the British Board of Film Classification or others. We are required to refuse admission to anyone who is below the minimum age required by the relevant classification.
  - 3.1.1. Anyone can be admitted to films classified as U or PG.
  - 3.1.2. Children under 12 can be admitted to films classified as 12A but only if accompanied by an adult (i.e. someone over the age of 18).
  - 3.1.3. Nobody under the age of 15 can be admitted to films classified as 15.
  - 3.1.4. Nobody under the age of 18 can be admitted to films classified as 18.
- 3.2. Children under age 15 must be accompanied by a parent or guardian for all films starting at or after 7pm.
- 3.3. Children under age 8 must be accompanied by a parent or guardian at all times.
- 3.4. Child tickets are valid for children up to the age of 14.
- 3.6. We reserve the right to require you to prove your age with appropriate photographic ID if you are going to a 12A, 15, 18 film or purchasing an alcoholic drink. If you are unable to prove your age you will be not be able to watch the film or buy an alcoholic drink. We reserve the right to ask for such proof at any time you are on our premises.
- 3.7. If you buy a ticket before we know its classification and you are not old enough to be admitted to the screening we will issue you with a full refund.

## 4. DEFINITIONS

- 4.1. Only food and drink purchased at the cinema may be consumed within the cinema.
- 4.2. No alcoholic drinks may be brought into the cinema building.
- 4.3. You must observe the licensing regulations at the cinema concerning the sale and consumption of alcoholic drinks. In particular, when advised, you must not take untoughened glass into the auditorium.
- 4.4. You must not smoke inside any of our premises.

## 5. GENERAL

- 5.1. Mobile phones must be switched off or in a silent mode before you enter the auditorium. You must not take or make calls inside the auditorium.
- 5.2. To avoid disturbing customers who arrive on time, customers arriving after the film has started will not be admitted to the performance. Refunds will not be issued by us in these circumstances.
- 5.3. It is a serious criminal offence to copy or attempt to copy any film or other copyright material exhibited in any part of the cinema, punishable on conviction with an unlimited fine and imprisonment of up to a maximum of ten years. You are not permitted to bring cameras and/or recording equipment of any kind into the cinema.
- 5.4. We endeavour to show films in accordance with the programme that we advertise. However, there may be circumstances in which we are unable to comply with the advertised programme and in

such cases our liability to you is limited to a full refund of the tickets purchased and the Card Booking Fee charged. We are unable to take responsibility for programme information advertised by third parties.

5.5. You must adhere with any health and safety procedures or instructions that are in place and notified to you by our staff or by notices.

5.5.1. We operate a no refund policy, however tickets can be exchanged up to 90 minutes prior to the screening start time. In circumstances where there has been a fault on QA Cinema's part that affects customer's booking a refund or complimentary ticket may be applicable. When a refund is awarded, tickets can only be refunded by us up to 90 minutes before a performance starts so that the ticket can be resold. Refunds will only be given on production of an untorn ticket or if a pre-booked ticket has not been collected. The Card Booking Fee will only be refunded by QC where it is determined that an error has been made in your ticket booking or card processing that is the fault of QC. A refund of the Card Booking Fee will not be made in any other circumstances.

5.5.2 The exception to 5.5.1 above is that tickets for premium priced events can only be refunded up to midday on the day of the performance. Thereafter, tickets will only be refunded if there are customers on a waiting list who are willing to buy your tickets.

5.7. We reserve the right to ask for proof of status for concessionary tickets at any time that you are on our premises.

5.8. You acknowledge that the cancellation rights contained in the Consumer Protection (Distance Selling) Regulations 2000 (as amended) do not apply to the services we offer for advance sales of tickets.

5.9. You must not purchase tickets except for personal use and you represent and warrant that tickets are not purchased as part of any form of a for-profit business or commercial activity unless we have expressly authorised otherwise in writing.

5.10. We accept no responsibility for any personal property that is brought to a cinema.

5.11. You must comply with the conditions on our Licences as notified to you by our staff or by notices.

## **6. REFUSAL OF ADMISSION**

6.1. We reserve the right to refuse admission or require you to leave the premises without a refund if you:

6.1.1. behave in an anti-social or threatening manner; or

6.1.2. put the safety of our customers, our employees or our property at risk; or

6.1.3. bring a camera or recording equipment of any kind into the cinema; or

6.1.4. otherwise breach these Terms.

## **7. WEBSITE - TERMS OF USE**

7.1. The Terms in this section ("Website Terms") set out the legally binding terms which apply to everyone who accesses or uses the Website. By accessing or using the Website you agree to be bound by these Website Terms. If you do not wish to be bound by these Website Terms you must leave the Website immediately, or not enter it at all.

7.2. The Website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. In addition, we reserve the right to modify or discontinue, temporarily or permanently, all or any part of the Website without notice and without liability.

7.3. The Website and the materials on it are protected by copyright, trade mark and other intellectual property rights and laws throughout the world. The materials on the Website are owned by or licensed to us and may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without our consent. Modification of the materials or use of the materials for any other purposes is a violation of the copyrights and other proprietary rights.

7.4. The Website contains links to other website which are not controlled by us. The fact that we may provide a link to any such website does not mean that we endorse that website. Such links are only provided for your convenience and you access them at your own risk.

## **8. ONLINE TICKET PURCHASE**

8.1. Tickets for films and events at our cinemas are sold by us at the prices displayed for the relevant performance and the amount payable for them will be debited immediately from your credit or debit card. By requesting tickets through the Website you are placing a booking request for them on these

Terms which is only accepted and binding on us once we have debited your card.

8.2. A confirmation booking reference will be displayed on your screen and emailed or text to you.

8.3. In the case of tickets being offered for sale at the wrong price on-line (i.e. at a higher or lower price than is applicable at the box office) we reserve the right to insist that the tickets are refunded and the correct prices charged. In these circumstances, the Booking Fee will only be levied once by QC.

8.4. If you have opted not to receive a text ticket, you can collect your tickets from any point of sale in the cinema any time from when the booking is made until the start of the performance. You will need to bring either the card you paid with or a note of the booking reference to collect your tickets.

8.5. Concessionary and children's tickets are offered for sale on the Website. In accordance with our General Terms you must bring proof of status or age with you to the cinema to collect the tickets and to gain admission to the performance.

8.6. Bookings made on the Website are encrypted for security. However, you acknowledge that the Internet is not entirely secure and whilst we and QC will take reasonable steps to safeguard the security of any card information you impart, we shall not be liable for any damage you may suffer as a result of the loss of confidentiality of any such information.

8.7. You acknowledge that the cancellation rights contained in the Consumer Protection (Distance Selling) Regulations 2000 (as amended) do not apply to the services we offer.

8.8. Members must enter their details at the time of purchasing to claim any discount. It is not possible to amend the booking once it has been completed.

8.9. Transactions will appear on your card/bank statement as a payment to QC.

## **9. CUSTOMER SERVICE**

9.1. Should you wish to contact us, please write to QA 1st Floor, International House, 1 St Katharines Way, London, E1W 1UN

## **10. JURISDICTION**

10.1. This agreement shall be governed by, construed and enforced in accordance with the laws of England. Any action you or we bring to enforce this agreement shall only be brought in the courts of England and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.