

# Terms and Conditions

## 1. Definitions

- 1.1. "You" means everyone who purchases a ticket and everyone who visits a cinema operated by The Regal Evesham Ltd ("TREL"), whether or not they have purchased a ticket.
- 1.2. "Us" or "We" means TREL.

## 2. Introduction

- 2.1. These Terms of Admission, ("Terms") as may be from time to time amended 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 fifteen can be admitted to films classified as 15.
  - 3.1.4. Nobody under the age of eighteen can be admitted to films classified as 18.
- 3.2. It is the law that no child under 8 may be left alone in a cinema.
- 3.3. Children under 8 must be accompanied by a parent or guardian at all times.
- 3.4. Babies aged two or younger will be admitted without charge, provided they do not use their own seat. Tickets must be purchased for everyone else. Babies under the age of 2 can go into screenings providing that:
  - 3.4.1. they sit on a lap for the entire screening (i.e. do not take up a seat); and
  - 3.4.2. they are removed from the auditorium should they cause disturbance to other customers; and

3.4.3. the film is classified as U, PG or 12A.

3.5. We reserve the right to require you to prove your age with appropriate photographic ID if you are going to a 12A, 15, or 18 classified 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 to buy an alcoholic drink. We reserve the right to ask for such proof at any time you are on our premises.

3.6. 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. Food and Drink**

4.1. Only food and drink purchased at the cinema may be consumed within the cinema.

4.2. No alcoholic drinks or illegal substances 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.

4.4. You must not smoke inside our premises.

4.5. Our Big Breakfast screenings include an all-you-can-eat continental style breakfast with bacon rolls and bottomless tea, coffee and juice. There is no discount applicable for Membership Card Plus holders. Carer tickets are free of charge but a £6 breakfast cost is payable. Subscription Service customers can use their tickets for Big Breakfast screenings but breakfast is chargeable at £6 per adult and £5 per concession.

#### **5. General**

5.1 Your admission to the cinema is strictly subject to the following terms and conditions and others which may apply. Any refusal to act in accordance with these terms may lead to your removal from the auditorium or any other part of the premises without any entitlement to a refund.

5.2 You must be in possession of a valid ticket and will only be admitted into the auditorium for the film/event, performance time and type of seating that is shown on the ticket.

5.3 Ticket stubs must be retained at all times, as these will be required for re-entry into the auditorium.

5.4. 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.

- 5.4.1 The circle seating is raked and has steep aisles. The circle is not suitable for the infirm, frail or those who require assistance of any kind in walking, particularly on steps. It is company policy that any such person must purchase tickets for the stalls where seating is on one level.
- 5.5. The free tickets issued to members as part of the membership scheme can only be used for films and not for premium-priced events (unless otherwise notified).
- 5.6. 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.
- 5.7. You must adhere to any health and safety procedures or instructions that are in place and notified to you by our staff or by notices.
- 5.8. 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.
- 5.9. We endeavour to show films in accordance with the programme that we advertise. Any amendments will be updated on the website as soon as practicable. It is always advisable to check with the website, or to call the box office. 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. We are unable to take responsibility for programme information advertised by third parties.
- 5.10. Tickets will only be refunded where it is determined that an error has been made in your ticket booking that is the fault of TREL.
- 5.11. We reserve the right to ask for proof of status for concessionary tickets at any time that you are on our premises. Concession tickets are applicable to:-
- 5.11.1 Customers over the age of 63 who are retired;
- 5.11.2 Customers in full time education
- 5.11.3 Proof of age, retirement or attendance at full time education establishments will be required for concession tickets. The date of birth will also be required for those 63 and over.
- 5.12. The address that your payment card is registered to must match the address we hold on our database for you when booking using a membership card to ensure that payment is processed successfully.

- 5.13. 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.
- 5.14. 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.
- 5.15. You must keep personal belongings with you at all times. We accept no responsibility for the loss, theft or damage to any personal items brought onto the premises.
- 5.16. You must comply with the conditions on our Licences as notified to you by our staff or by notices.
- 5.17 Adults without an accompanying baby under the age of 2 will not be allowed to purchase a ticket to a “Parent and baby showing”
- 5.17.1 Parent and baby showings are intended for parents with babies (children under 2). House lighting will remain on, volume may be lower and babies may scream!
- 5.18 Silver Screen tickets may only be purchased by customers over 63 and retired.
- 5.19 Child tickets are available for children 14 and under
- 5.20 Family show tickets are priced the same for all customers. Adults without a child will not be admitted.
- 5.21 Family tickets for 4 can only be purchased where one parent is accompanied by 3 of their children, or two parents are accompanied by two of their children.

## **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, [www.theregal.ac](http://www.theregal.ac). 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 websites 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.
- 7.5 Our website uses cookies to ensure you have the best possible experience we can offer. By continuing to use this site you consent to the use of all cookies, these setting can be changed by you at any time.
- 7.6 To ensure you display the most up to date information you may need to refresh your cache. You can do this on Google Chrome by holding the Ctrl key and pressing the F5 key. On Mac OS X hold both the Cmd key and shift keys and press the R key.

## **8. Online Purchases**

- 8.1. Tickets for films and events 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 to you.
- 8.3. A Booking Fee of £1.60 per transaction will be payable separately by you. This Booking Fee is in consideration of providing the online booking facility. By confirming your booking you are agreeing to pay this Booking Fee in addition to the price you pay to us for your cinema ticket.

- 8.4. The email confirmation of your booking will set out the details of the cinema tickets purchased and the total amounts paid for your tickets and the Booking Fee. Once this confirmation has been sent, the ticket price may be refunded in accordance with Clause 5.10. Once a booking is confirmed the booking fee is non-refundable.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. Bookings made on the Website are encrypted for security. However, you acknowledge that the Internet is not entirely secure and whilst we 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.
- 8.9. 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.
- 8.10. Membership card holders must enter their details at the time of purchasing to claim any discount or loyalty points. The address that their payment card is registered to must match the address we hold on our database for the membership card holder. It is not possible to amend the booking once it has been completed.
- 8.11. Transactions will appear on your card/bank statement as a payment to The Regal Evesham.
- 8.12. Any food and drink items bought online are for consumption on the day of the performance. Items will not be refunded after the performance, even if you were unable to attend.

## **9. Refunds and exchanges**

- 9.1. Film and alternative content tickets cannot be refunded or exchanged.
- 9.2. Live event tickets are non-refundable and cannot be exchanged. Live event tickets may be subject to a service charge.

## 10. Customer Services

10.1. Should you wish to contact us, please email [boxoffice@theregal.ac](mailto:boxoffice@theregal.ac), or write to The Duty Manager, The Regal Cinema Evesham Limited, 41 Port Street, Evesham, Worcestershire, WR11 3LD or telephone 01386 425 870 during office hours.

## 11. Jurisdiction

11.1. 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.

Last updated: 11<sup>th</sup> April 2018

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## **Annex: Venue facilities**

### Vehicular access and parking

Holders of relevant permits (allowing parking on double yellow lines) may park in Burford Road, adjacent to the rear entrance to the cinema.

Level parking is also available in the nearby long-stay 'pay and display' public car park on Burford Road. There are allocated spaces for disabled parking and 'blue badges' are valid.

### Main Entrance

This is located on the corner of Port Street and Burford Road. Two sets of double doors are reached via three steps. Members of staff are on hand to assist persons with reduced mobility (PRM) or those with small children and pushchairs. Space is available for storing pushchairs during performances.

The 'art deco' staircase is curved at all floor levels. The steps have contrasting marking.

### Burford Road Entrance

The double doors on the north elevation of the building are accessed from Burford Road and provide suitable access for clients with reduced mobility. A specially designed gate has been provided to prevent obstructing the pedestrian pavement. The gate is fitted internally with a quick release mechanism. External key access for disabled access and deliveries is provided. Please call the box office or ask any member of staff if for reasons of disability you need to use the Burford Road entrance to the cinema instead of the main entrance.

### Ground Floor

Two disabled/baby change toilet facilities are located at the front of the auditorium.

The facility is unisex and fitted with both an assistance alarm (pull cord style) reachable by PRM from both wheelchair and WC. There are visible and audible indicators to confirm activation and the system is distinguishable from the fire alarm. It may be both cancelled or reset from the wheelchair and WC.

In addition to the audible building fire alarm, a visual indicator is located within this toilet facility.