

## QUEEN'S FILM THEATRE

### Membership and Loyalty Scheme Terms and Conditions

#### 1. INTRODUCTION

- 1.1 These Terms and Conditions (the "**Terms**"), as may be from time to time amended, set out the general terms which apply to you in relation to Our Membership Schemes (as defined below).
- 1.2 Nothing in these Terms affects your statutory rights as a consumer.

#### 2. DEFINITIONS

##### 2.1 In these Terms:-

<b>"Cinema"</b>	means the cinema at 20 University Square, Belfast BT7 1PA, Northern Ireland, United Kingdom;
<b>"Cooling Off Period"</b>	has the meaning set out in clause 8.1;
<b>"Loyalty Members"</b>	means a member of the QFT Community Membership or LUMI Membership schemes as further described in clause 4;
<b>"Loyalty Membership Scheme"</b>	means either the QFT Community Membership or LUMI Membership schemes as further described in clause 4;
<b>"Members"</b>	means a member of the Queen's Film Theatre, who is part of a Membership Scheme;
<b>"Membership" or "Membership Scheme"</b>	means any of the QFT Community Membership, LUMI Membership or QFT Membership;
<b>"Membership Account"</b>	means a Member's online account (available at <a href="#">here</a> ) where they can manage their Membership;
<b>"Membership ID"</b>	has the meaning set out in clause 5.10;
<b>"QFT Membership"</b>	has the meaning set out in clause 4.1.3;
<b>"Stage on Screen"</b>	means on-stage productions broadcast live or recorded and screened in the Cinema;
<b>"University"</b>	means Queen's University Belfast of University Road, Belfast, Northern Ireland BT7 1NN;
<b>"Us" or "We" or "Our"</b>	means Queen's Film Theatre, Head Office, 02.073 Lanyon North, Belfast BT7 1NN, Northern Ireland, United Kingdom which is responsible for operating the Cinema and being part of the University;
<b>"Website"</b>	means <a href="https://queensfilmtheatre.com/">https://queensfilmtheatre.com/</a> ; and
<b>"You"</b>	means anyone who purchases or signs up to a Membership.

#### 3. APPLICATION OF THESE TERMS

- 3.1 These Terms, together with [Our Privacy Notice](#) and [Terms of Use](#) govern the way in which You may apply to and use your Membership.
- 3.2 Please read these Terms carefully and make sure that You understand them before applying for any of Our Membership Schemes (you may wish to print a copy for your records). By applying to any of Our Membership Schemes You are agreeing to these Terms. If You do not agree with these Terms You should not apply for a Membership.

#### **4. TYPES OF MEMBERSHIP**

4.1 We offer three different types of Membership:

4.1.1 QFT Community Membership (a free scheme for customers aged 27 years and older);

4.1.2 LUMI Membership (a free scheme for customers aged 16 – 26 years old inclusive); and

4.1.3 QFT Membership (a paid membership open to everyone aged over 16 years old).

4.2 The benefits of the Membership Schemes are set out in clause 11 below. When You sign up or purchase a Membership, You will select a Membership category which will determine your benefits and may also give You access to certain other offers and benefits from time to time.

4.3 You are only eligible for any Membership Scheme if You are aged 16 or older (for LUMI Membership and QFT Membership) or 27 years and older (for QFT Community Membership) and are resident in the UK or Ireland. By submitting a Membership application You are confirming to Us that You are at least 16 years old. We may at any point ask for proof of your age.

4.4 We promise to provide the Membership services to You with all reasonable skill and care and to use reasonable efforts to promptly remedy any faults of which We become aware. However, We do not provide any other promises or warranties about Membership, Our Website or services.

#### **5. APPLYING FOR A MEMBERSHIP SCHEME**

5.1 You may apply for any of the Membership Schemes by completing an online application form available on Our Website, or by collecting a hard copy application form (together with a copy of these Terms) at the box office or Membership Scheme kiosk at the Cinema. You may not apply for a Membership Scheme for anyone other than yourself.

5.2 When placing an order for QFT Membership You must provide Us with complete and accurate payment information. By submitting payment details You confirm that You are entitled to place the order and purchase QFT Membership from Us using those payment details. If We do not receive payment authorisation or any payment authorisation is subsequently cancelled, We may immediately terminate or suspend your QFT Membership. In suspicious circumstances We may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties.

5.3 To apply for and use a LUMI Membership, a valid ID stating You are 26 or under is required and may be requested at any time.

5.4 We are not obliged to accept your application and may refuse to do so if:

5.4.1 we have identified an error in the price or description of the Membership Scheme;

5.4.2 we are unable to obtain authorisation for your payment; or

5.4.3 you do not meet the eligibility criteria to purchase your Membership, as set out in these Terms.

5.5 We will notify You by email if this is the case and will not charge You for the QFT Membership scheme You have attempted to purchase.

#### **5.6 Applying online**

5.7 Up until the point at which You place an online application, You can review it and make changes. Please take the time to check your application before submitting it.

- 5.8 If your application is accepted, We will send You a booking confirmation email. The creation of an agreement between You and Us for your Membership will only occur when We confirm acceptance of your application by sending You a welcome email.
- 5.9 You will need to collect your Membership card at the box office by showing your booking confirmation email.
- 5.10 Please note that as part of the online order process You will be asked to register your Membership Account with us. Registration is for a single user only. When registering your Membership Account You will be asked to create a password. Your login ID which is personal to You will be provided by email after sign-up ("**Membership ID**"). The email address that You provide must be an account personal to You and not a generic or shared email account.

#### 5.11 **Applying at the Cinema**

If You have applied for a Membership Scheme in person at the box office or Membership Scheme kiosk, and your application is accepted, We will send You a booking confirmation email confirming acceptance of your application and asking You to set a password for your online account. You will also be provided with your Membership card.

### 6. **ANNUAL MEMBERSHIP FEES**

- 6.1 There is no annual fee for the Community or LUMI Membership Schemes. There is only a fee for QFT Membership scheme.
- 6.2 The annual fee for QFT Membership is as set out on the Website, and in the Cinema at the box office. The annual fee is inclusive of VAT.
- 6.3 The annual QFT Membership fee must be paid at the same time as applying for QFT Membership.
- 6.4 QFT Membership is valid for 12 months from the date of purchase. You understand that by purchasing QFT Membership You are committing to pay the full annual subscription fee in advance for a period of 12 months (subject to these Terms).
- 6.5 Payment can be made using cash (if applying in person at the Cinema), a debit or credit card, or gift cards.
- 6.6 During the application process You will be asked for your payment details. By completing these You are confirming that the bank account information / debit or credit card is yours. All card payments are subject to authorisation by your card issuer.
- 6.7 To make any payment by credit, debit or charge card, You must provide the cardholder's name and email address, the card number, the card security code, the card expiry date and (where applicable) the card start date and/or issue number.
- 6.8 We reserve the right to increase the annual QFT Membership fee from year to year but this will not affect any QFT Membership You already have.

### 7. **RENEWALS AND UPGRADES**

- 7.1 You may apply to renew or upgrade your Membership online through your Membership Account on the Website, or in the Cinema at the box office.
- 7.2 QFT LUMI Membership is free to join and will expire on your 27<sup>th</sup> birthday, at which stage You will be transferred automatically to the QFT Community Membership. We will notify You by email when this happens.

- 7.3 QFT Community Membership is free to join and has no expiry date.
- 7.4 Loyalty Members may cancel their Loyalty Membership Schemes at any time free of charge by contacting [qftmanager@qub.ac.uk](mailto:qftmanager@qub.ac.uk).
- 7.5 QFT Membership is valid for 12 months from the date of purchase, and will automatically expire after 12 months. We will email You before the expiry of your QFT Membership with details of how You can renew your QFT Membership (including the price of a new QFT Membership).
- 7.6 Memberships are not transferable.

## 8. **RIGHT TO CANCEL QFT MEMBERSHIP**

- 8.1 You have the right to cancel your QFT Membership within 14 days of You receiving your booking confirmation email without giving any reason (the "**Cooling Off Period**").
- 8.2 The Cooling Off Period will expire after 14 days from the day You receive your booking confirmation email.
- 8.3 If You decide to cancel your QFT Membership outside of the Cooling Off Period, no refund of the subscription fee will be made unless there are mitigating circumstances, although We may, in Our absolute discretion offer refunds in exceptional circumstances.
- 8.4 To exercise your right to cancel, You must inform Us of your decision to cancel your QFT Membership by a clear statement (eg a letter sent by post or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

### ***Cancellation form***

*To Queen's Film Theatre, Head Office, 02.073 Lanyon North, Belfast BT7 1NN, Northern Ireland, United Kingdom which is part of Queen's University Belfast of University Road, Belfast, Northern Ireland BT7 1NN*

*I hereby give notice that I cancel my QFT Membership.*

*Ordered on:*

*Name of consumer:*

*Address of consumer:*

*Signature of consumer (only if this form is notified on paper),*

*Date*

- 8.5 To meet the cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired.

## 9. **EFFECTS OF CANCELLATION**

- 9.1 If You cancel your QFT Membership in accordance with clause 8, We will reimburse to You all payments received from You.
- 9.2 We may make a deduction from the reimbursement for any discounts you have received at the Cinema via your QFT Membership up until the date which You notified us of your decision to cancel your QFT Membership.

9.3 We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel your QFT Membership.

9.4 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.

## 10. **YOUR OBLIGATIONS**

10.1 You must not share your Membership ID or give access to your Membership Account through your Membership ID to anyone else. We may suspend or terminate your Membership if You share your Membership ID without Our consent.

10.2 You are responsible for all use of your Membership and You must prevent unauthorised use of your Membership ID.

10.3 If You believe there has been any theft or unauthorised use of your Membership ID or any payment information, You must notify Us immediately and immediately change your password by using the 'Forgot your password?' function on Our Website.

10.4 We recommend that You change your password regularly. Changes to your Membership ID can be made by logging in to your Membership Account.

## 11. **MEMBERSHIP BENEFITS**

11.1 QFT Community Membership entitles the holder to:

11.1.1 access Members' Mondays ticket prices;

11.1.2 earn loyalty points on every £1 spent at the Cinema (further details are set out in clause 14 below); and

11.1.3 discounts at local restaurants and cafés (for an updated list of participating venues please visit Our Website).

11.2 LUMI Membership entitles the holder to:

11.2.1 all the benefits of a QFT Community Card; and

11.2.2 access to LUMI ticket prices (including £4 tickets for standard film screenings).

11.3 QFT Membership entitles the holder to:

11.3.1 the benefits of a QFT Community Membership;

11.3.2 discounted tickets (£1 off the ticket price (adult, concession, QUB staff etc) for all standard and premium screenings, and £2 off all Stage on Screen (subject to the restrictions in clause 11.8);

11.3.3 4 free tickets every QFT Membership year (subject to the restrictions in clause 12 below);

11.3.4 priority booking of at least 24 hours for Stage on Screen and other special events;

11.3.5 3 months' free subscription to the online film streaming service MUBI (for first time MUBI subscribers only), subject to MUBI's [Terms and Conditions](#); and

11.3.6 invitations to QFT Membership screenings and events (including previews and special releases).

11.4 QFT Membership scheme benefits cannot be claimed beyond the 12 month subscription period.

11.5 Members can only access ticket discounts on production of a valid Membership Scheme card.

11.6 Membership discounts are not available in conjunction with Members' Monday ticket offers.

11.7 We may occasionally offer additional discounts and promotions available to Members only. These are discretionary and may be withdrawn or amended by Us at any time without notice. You will need to show your valid Membership card to claim these additional discounts and promotions and they may also be subject to time restrictions, availability and other terms and conditions. To avoid disappointment, please ensure You check the terms and conditions for a promotional offer before trying to redeem it.

11.8 QFT Membership ticket discounts of £1.00 for film screenings and £2.00 for Stage on Screen cannot be guaranteed during third party events including festivals.

11.9 We are not responsible for promotions related to Our services where such promotions are published on external websites or other media.

11.10 Members shall have no preferential rights of access to any screenings, except special screenings organised specifically for Members.

## 12. **RESTRICTIONS ON FREE TICKETS FOR QFT MEMBERSHIP**

12.1 Free tickets will only be valid whilst You have a current and valid QFT Membership.

12.2 Free tickets cannot be used for premium priced events (such as Stage on Screen or special events).

12.3 Free tickets must be booked in advance (either on the Website or in person) for programmed screenings.

## 13. **USING THE MEMBERSHIP CARD**

13.1 Members must present their Membership card at the box office or bar to access their benefits. The Membership card will be scanned to check its validity, and additional identification may be requested.

13.2 If the Membership card is validated, the Member will be issued with the ticket for the chosen screening and time (subject to availability) or granted the applicable benefit or discount. If the Membership card is not validated, the Member may be advised to contact [gftmanager@qub.ac.uk](mailto:gftmanager@qub.ac.uk) and no tickets or other benefit will be available until the Membership card is validated.

13.3 Your Membership card is not transferable and can only be used by the cardholder.

13.4 You may be required to present your Membership card together with your ticket before entering the auditorium. Entrance will not be permitted without the Member presenting their Membership card. If You do not present a valid Membership Card with your ticket, You will be required to purchase a full price ticket.

## 14. **LOYALTY POINTS**

14.1 LUMI and Community Members earn points at a rate of 5% on every standard transaction at the box office or bar (i.e. 5p is earned for every £1 spent).

- 14.2 QFT Members earn points at a rate of 10% on every standard transaction at the box office or bar (i.e. 10p is earned for every £1 spent).
- 14.3 You can check Your loyalty points balance on Your Membership Account and in person at the box office.
- 14.4 Loyalty points can be redeemed on any purchase at the Cinema (including on the Website), excluding gift cards, donations and Membership Scheme renewals.
- 14.5 Loyalty points cannot be redeemed against the purchase on which the points have been awarded.
- 14.6 Loyalty points cannot be redeemed against purchases that You pay for with points.
- 14.7 Loyalty points will only be added at the time of purchase or may be added later at Our discretion.
- 14.8 You must spend a minimum of £1 in a single transaction to earn loyalty points.
- 14.9 Double points offers only apply to time-limited offers as explicitly stated.
- 14.10 We reserve the right to vary the points issued on qualifying purchases. Any product may be excluded from the loyalty points scheme at Our absolute discretion.
- 14.11 Loyalty points cannot be used as part-payment. To pay with loyalty points, Your balance must exceed the total order amount.
- 14.12 Loyalty points cannot be exchanged for cash.
- 15. **LOST, STOLEN OR DEFECTIVE MEMBERSHIP CARDS**
- 15.1 You will need to telephone [02890971305] or email [qftmanager@qub.ac.uk](mailto:qftmanager@qub.ac.uk) as soon as possible to report any lost, stolen or defective Membership card.
- 15.2 For the avoidance of doubt, no refunds will be given for tickets purchased by You between the date the Membership card was lost, stolen or damaged or a replacement Membership card was requested and the date You receive your new Membership card. You will not be entitled to a discounted ticket until the replacement Membership card has been received and is presented as necessary to obtain or collect tickets and to gain entry to the auditorium.
- 15.3 You will be able to collect a replacement Membership card in person at the Cinema if You can answer certain security questions (for example, your name and membership number) to allow staff to access your Membership Account.
- 15.4 We will provide one replacement Membership Scheme card per each 12 month subscription period. Any further lost or stolen cards can be replaced for a fee of £3 per card.
- 16. **CHANGES TO THESE TERMS**
- 16.1 If We make material changes to these Terms, We will notify You of the change by contacting You using the details You have provided in your Membership Account. This will usually be by email but We may contact You using a different method of communication, for example by post.
- 16.2 If You consider these changes are to your disadvantage, You may terminate your Membership within 30 days from the date We notified You of the changes. You must notify Us by emailing [qftmanager@qub.ac.uk](mailto:qftmanager@qub.ac.uk) of your request to terminate, stating the reason for termination.
- 16.3 Following receipt of your termination notice We will refund You the proportion of the QFT Membership fee for the period from the date we receive your email terminating your QFT Membership up to the



end of your QFT Membership. We will refund you the fee within 30 working days of receiving your email. Refunds will be paid back to the credit, debit or charge card or other method of payment You used when purchasing the QFT Membership.

**17. INFORMATION PROVIDED**

- 17.1 You confirm that the personal information You provide during the application process that identifies You (including contact information) is accurate and complete, and that You are authorised to provide such personal information.
- 17.2 It is your responsibility to ensure that you notify Us of any changes in your personal contact details which relates to your Membership. We will not be responsible for matters arising from errors or omissions in personal information provided by You. You may update your own details at any time via your Membership Account or by contacting [gftmanager@qub.ac.uk](mailto:gftmanager@qub.ac.uk).
- 17.3 When communicating with you, We will use the contact information (email address and phone numbers) provided in your Membership Account. It is therefore important that You keep your contact details up to date.
- 17.4 We respect your privacy and protect all personal information You provide. The information You provide will be processed in accordance with [Our Privacy Notice](#).

**18. SUSPENSION AND TERMINATION**

- 18.1 We may suspend your Membership, temporarily deactivate your Membership card or terminate your Membership (in Our discretion) if:
- 18.1.1 we suspect any fraud in any matter connected to your Membership;
  - 18.1.2 there is any significant misuse of your Membership or Membership card;
  - 18.1.3 You breach the [Terms and Conditions of Use](#) or You engage in any behaviour or activity that is disruptive or damaging to us; or
  - 18.1.4 You commit any other serious breach of these Terms which is either not capable of cure or which (if capable of cure) is not cured by You within the reasonable time period We specify.
- 18.2 If We terminate your QFT Membership under this clause 18, We have no obligation to refund You for any QFT Membership fee You have paid. We may, in Our absolute discretion, offer a refund of the QFT Membership fee but We shall be entitled to deduct the price of any services You have benefitted from since the start of your QFT Membership and a fair amount to reflect the loss to Us from terminating the QFT Membership in such circumstances. This right does not limit any other rights We may have against you.

**19. CUSTOMER SERVICES**

- 19.1 Should You wish to contact us, You can:
- 19.1.1 email Us at [gftmanager@qub.ac.uk](mailto:gftmanager@qub.ac.uk);
  - 19.1.2 telephone Us on 028 9097 1369 (after 6:30pm on Monday and after 2:00pm Tuesday – Sunday); or
  - 19.1.3 speak to Us in person at the Cinema box office (the box office opens 30 minutes before the first screening of the day. Further information on the opening times is on the Website).



**20. OUR LIABILITY**

- 20.1 The extent of Our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 20.
- 20.2 Subject to clause 20.4, Our liability shall not exceed the price paid by You for QFT Membership in any 12 month subscription period.
- 20.3 Subject to clause 20.4, We shall not be liable for consequential, indirect or special losses of any kind.
- 20.4 Notwithstanding any other provision in these Terms, Our liability shall not be limited in any way in respect of the following:
- 20.4.1 death or personal injury caused by negligence;
  - 20.4.2 fraud or fraudulent misrepresentation; or
  - 20.4.3 any other losses which cannot be excluded or limited by applicable law.

**21. GENERAL**

22. As a consumer, You have legal rights in relation to services that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Terms will affect these legal rights.
- 22.1 Please note the Cinema may be closed on a permanent or temporary basis from time to time, including for refurbishment or due to an event outside Our control. We shall have no liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from any event beyond Our reasonable control.
- 22.2 No one other than a party to these Terms shall have any right to enforce any of its provisions.
- 22.3 If any provision of these Terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 22.4 These Terms are governed by, construed and enforced in accordance with the laws of Northern Ireland. Any action You or We bring to enforce these Terms shall be brought in the courts of the part of the United Kingdom in which you live.

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