

# QUEEN'S FILM THEATRE Terms and Conditions of Use

## 1. **INTRODUCTION**

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

## 2. **DEFINITIONS**

2.1 In these Terms:-

"BBFC"	means the British Board of Film Classification;
"Cinema"	means the cinema at 20 University Square, Belfast BT7 1PA, Northern Ireland, United Kingdom;
"Members"	means a member of the Queen's Film Theatre, who is part of a Membership Scheme;
"Membership Scheme"	means the QFT Community Membership, LUMI Membership or QFT Membership, as set out in the membership terms and conditions, available at www.queensfilmtheatre.com/terms-and-conditions;
"Stage on Screen"	means on-stage productions broadcast live or recorded and screened in the Cinema;
"University"	means Queen's University Belfast of University Road, Belfast, Northern Ireland BT7 1NN;
"Us" or "We" or "Our"	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;
"Website"	means https://queensfilmtheatre.com/; and
"You"	means everyone who purchases a ticket and everyone who visits the Cinema, whether or not they have purchased a ticket.

#### 3. AGE RESTRICTIONS

- 3.1 Entry to films and events is restricted by the classification given by the BBFC or others. We are required to refuse admission to the Cinema to anyone who is below the minimum age required by the relevant classification.
- 3.2 Anyone can be admitted to films classified as U or PG.
- 3.3 Children under 12 can be admitted to films classified as 12A but only if accompanied by a responsible adult (i.e. someone over the age of 18).
- 3.4 Nobody under the age of 15 can be admitted to films classified as 15.
- 3.5 Nobody under the age of 18 can be admitted to films classified as 18.



- 3.6 Children under the age of 12 must be accompanied by a responsible adult over 18 years of age to be admitted after 7.00pm. Children under the age of 8 must be accompanied by a responsible adult over 18 years of age at all times (regardless of film classification).
- 3.7 Babies under the age of one year can go into screenings provided:
  - 3.7.1 they sit on a lap for the entire screening (i.e. do not take up a seat);
  - 3.7.2 they are removed from the auditorium should they cause disturbance to other customers; and
  - 3.7.3 the film is classified as U, PG or 12A.
- 3.8 Babies under the age of one will be admitted without charge. Tickets must be purchased for everyone else, as further explained in clause 7.
- 3.9 We reserve the right to require You to prove your age with appropriate photographic ID when purchasing a ticket for 12A, 15 or 18 films. If You are unable to verify your age You will not be able to purchase a ticket for the film. We also reserve the right to ask you to verify your age when purchasing an alcoholic drink and may ask for appropriate photographic ID at any time when You are on Our premises.
- 3.10 If You purchase a ticket for a film before it receives a classification from the BBFC (such as festival screenings and Stage to Screen) and You are not old enough to be admitted to the screening we will notify You of this change by email and a full refund can be requested in the 72 hours following this notification. All refunds are made to the same credit/debit card which the tickets were purchased with.
- 3.11 If a film (such as an Irish only film, small release or short film) has not yet received a classification from the BBFC, We will watch the film in advance and make a classification recommendation based on the BBFC guidelines. This recommendation is then communicated to Belfast City Council. Entry to the Cinema for these films is therefore determined by our classification recommendation or certified other parties.

# 4. KEY TERMS

#### 4.1 Food and Alcohol

- 4.1.1 No hot food is permitted in the auditoriums. Cold snacks are available to purchase at the bar and may be brought into the auditoriums.
- 4.1.2 No alcohol purchased outside the premises is permitted in the Cinema.
- 4.1.3 You must observe the licensing regulations at the Cinema concerning the sale and consumption of alcoholic drinks. In particular, You must not take glass into the auditoriums. All alcohol must be consumed in the Cinema's licensed bar area.

## 4.2 Smoking

You must not smoke or use e-cigarettes inside the Cinema. If You are in contravention of this rule You may be asked to leave the Cinema immediately, without any entitlement to a refund. Smokers and users of e-cigarettes are encouraged to use the pavement area in front of the Cinema.

#### 4.3 Piracy

4.3.1 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. This is 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.

4.3.2 As a courtesy to your fellow audience members, and to prevent film theft, we ask that You do not enter any auditorium using any 'wearable technology' capable of recording images. Anyone found wearing such technology will be asked to remove it and may be asked to leave the Cinema.

## 4.4 Mobile Phones

Mobile phones must be switched off or put in silent mode before You enter the auditorium. You must not use mobile phones inside the auditorium during screenings.

#### 4.5 Health and Safety

You must adhere to any health and safety procedures or instructions that are in place at the Cinema and notified to You by Our staff or by notices displayed at the Cinema.

#### 4.6 **Personal Property**

You must keep your personal property with You at all times whilst at the Cinema. We accept no responsibility for the loss, theft or damage of any personal property that is brought to the Cinema.

## 5. **REFUSAL OF ADMISSION**

- 5.1 We reserve the right to refuse admission or require You to leave the Cinema without any entitlement to a refund if you:
  - 5.1.1 behave in an anti-social, violent or threatening manner;
  - 5.1.2 appear intoxicated;
  - 5.1.3 put the safety of Our customers, Our employees or Our property at risk;
  - 5.1.4 bring a camera or recording equipment of any kind into the Cinema; or
  - 5.1.5 otherwise breach these Terms.
- 5.2 In the event We refuse admission or require You to leave the Cinema in accordance with clause 5.1, and You are a Member, We reserve the right to revoke Your Membership with immediate effect.
- 5.3 The Cinema Duty Manager reserves the right to refuse entry to the Cinema at any time and will be under no obligation to provide a reason for the refusal.

#### 6. SCREENINGS

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. We are unable to take responsibility for programme information advertised by third parties.

# 7. TICKET PURCHASES

7.1 Tickets for films and events (such as talks, performances and workshops) at the Cinema can be purchase via the Website or in person at the Cinema box office. Tickets cannot be purchased over the telephone.



- 7.2 The prices of tickets are inclusive of VAT.
- 7.3 We reserve the right to charge a booking or administration fee. Any fees will be set out on the Website or notified to You at the box office.
- 7.4 Payments can be made by credit or debit card, gift voucher, and in cash at the box office.
- 7.5 By booking tickets through the Website or at the box office You accept these Terms.
- 7.6 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. You shall indemnify Us from and against any losses, damages, liability and costs which We may suffer or incur directly or indirectly from Your breach of Your obligation under this clause 7.6.

#### 8. ONLINE TICKET PURCHASES

- 8.1 To book tickets online, please follow the instructions on Our Website. Once your payment has been accepted a confirmation booking reference will be displayed on screen and emailed to you.
- 8.2 Transactions will appear on your card/bank statement as a payment to Queens University Belfast (QUB).
- 8.3 The email confirmation will set out the details of your tickets, booking reference, and the total amount paid for your tickets and other items, including gift vouchers, Membership and merchandise.
- 8.4 All seating at the Cinema is unreserved unless otherwise stated on the Website or at the box office, when customers will be required to select their seats.
- 8.5 It is not possible to amend or cancel your booking once it has been completed.

#### 9. TICKET COLLECTION

- 9.1 When booking your tickets on the Website You have the option of collecting your tickets at the box office, or printing them at home.
- 9.2 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 screening. You will need to bring either the card You purchased the tickets with or a note of the booking reference to collect your tickets. The cardholder will need to be present when collecting Your tickets.
- 9.3 Alternatively, You can:
  - 9.3.1 print the tickets at home and bring the printed ticket to the Cinema; or
  - 9.3.2 use the self-service ticket kiosk at the Cinema.
- 9.4 Tickets displayed on smart phones or electronic devices shall not be accepted.

# 10. TICKET CONCESSIONS

- 10.1 Concessionary and children's tickets are offered for sale on the Website and at the box office. You must bring proof of status or age with You to the Cinema to collect the tickets and to gain admission to the screening.
- 10.2 Members may be entitled to discounts on ticket prices. Further information is available in the Membership Terms and Conditions <u>here</u>.



- 10.3 Members must log in as a member on the Website (using their username and password), at the time of purchasing their tickets to claim any discount, including discounts on any booking and administration fees. If booking their tickets at the box office, Members should present their membership card to claim any discount.
- 10.4 Free tickets issued to Members as part of the Membership Schemes can only be used for films and not for premium-priced events including Stage on Screen (unless otherwise notified to Members).
- 10.5 University staff must present their staff ID at the box office to claim any staff discount.

## 11. **REFUND AND EXCHANGE POLICY**

- 11.1 The cancellation rights in the Consumer Contracts Regulations 2013 do not apply to the sale of cinema tickets.
- 11.2 Tickets are non-refundable. Exchanges can be made in exceptional circumstances and if we are notified 48 hours before the screening. Tickets will not be exchanged if less than 48 hours' notice is given, unless in exceptional circumstances (at the University's absolute discretion).
- 11.3 Please contact <u>gftmanager@qub.ac.uk</u> if You would like to enquire about an exchange.

## 12. CUSTOMER SERVICES

- 12.1 Should You wish to contact us, You can:
  - 12.1.1 email us at <u>qftmanager@qub.ac.uk;</u>
  - 12.1.2 telephone us on 028 9097 1369 (after 6:30pm on Monday and after 2:00pm Tuesday Sunday); or
  - 12.1.3 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).
- 12.2 In addition to Our in-person and online facilities, we offer a telephone service for customers who wish to listen to what's on or make Membership enquiries. Details of the numbers are published at www.queensfilmtheatre.com/contact.

#### 13. **PRIVACY**

We respect your privacy and protect all personal information You provide when buying tickets. The information You provide will be processed in accordance with <u>Our Privacy Notice</u>.

# 14. LIABILITY

- 14.1 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 14.
- 14.2 Subject to clause 14.4, Our liability shall not exceed the price paid by You for the tickets.
- 14.3 Subject to clause 14.4, we shall not be liable for consequential, indirect or special losses of any kind.
- 14.4 Notwithstanding any other provision in these Terms, Our liability shall not be limited in any way in respect of the following:
  - 14.4.1 death or personal injury caused by negligence;



- 14.4.2 fraud or fraudulent misrepresentation; or
- 14.4.3 any other losses which cannot be excluded or limited by applicable law.

## 15. GENERAL

- 15.1 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.
- 15.2 No one other than a party to these Terms shall have any right to enforce any of its provisions.
- 15.3 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.
- 15.4 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 and will have non-exclusive jurisdiction in relation to these Terms.

## Last updated: February 2020