

# ESSEX ALFRESCO CINEMA LIMITED – TERMS & CONDITIONS

## INTRODUCTION

Please note that all tickets to the Essex Alfresco Cinema Ltd event are sold subject to the following terms and conditions.

The event is provided by Essex Alfresco Cinema Ltd (the 'Event Provider').

## DEFINITIONS

“You” means everyone who purchases a ticket and everyone who visits a cinema event operated by Essex Alfresco Cinema Ltd.

“Us” or “We” means Essex Alfresco Cinema Ltd generally and each of the cinema events it operates.

A full list of the cinema events currently operated by us is available on our website at [www.essexalfrescocinema.com](http://www.essexalfrescocinema.com) (the “Website”).

“EACL” means Essex Alfresco Cinema Limited.

## ONLINE TICKET PURCHASE

Tickets for films at our 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 or a ticket reseller platform you are placing a booking request for them on these Terms and Conditions which is only accepted and binding on us once we have debited you.

Once purchased, tickets are non-refundable and cannot be exchanged or returned. Please check the contents of your basket carefully before confirming your purchase. You are also advised to check the purchase carefully upon receipt.

A confirmation booking reference will be displayed on your screen and emailed to you as a form e-ticket which you are required to bring to the event. Reseller platforms will also provide a reference or e-ticket of some description.

The email confirmation of your booking will set out the details of the tickets purchased and the total amounts paid for your tickets. Once this confirmation has been sent, the booking is confirmed, and the total fee is non-refundable.

Concessionary children’s tickets are offered for sale on the website and reseller platforms when film applicable. We reserve the right to ask for proof of status for concessionary tickets at any time that you are on our premises.

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

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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.

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.

Transactions will appear on your card/bank statement as a payment to EssexAlfrescoCinema. If you choose to purchase tickets via ticket reseller platform appearance on your bank statement will resemble their company name. You are under the understanding that Essex Alfresco Cinema Ltd can not be responsible or liable and are indemnified for the actions of ticket agents / resellers.

### **GENERAL**

Please note that this event is sold subject to license and conditions. In the unlikely event of cancellation due to licensing restrictions or other legal restrictions imposed on EACL you will only receive the opportunity to exchange tickets for subsequent EACL event screenings.

It is understood that once purchased, tickets are non-refundable under all circumstances including event cancellation and rescheduling. If an event is cancelled, rescheduled or the details are significantly changed we will contact you as soon as possible by email using the details you have supplied. If you do not receive this notification because you have not updated the email address that we hold for you it is acknowledged this is not our fault. As an extra notification the Essex Alfresco Cinema Facebook social media will post messages of this nature.

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 no refund of the tickets purchased. An alternative film will be provided.

As the cinema is an outdoor event, it will take place regardless of the prevailing weather conditions. Refunds or exchanges will not be offered or permitted as a result of adverse weather conditions including if EACL is required to cancel the entire event for safety reasons.

Please note that the event location may have to be moved due to land owner circumstances. In this instance of relocation the event provider will communicate this with as much notice as possible via an email. If you do not receive this notification because you have not updated the email address that we hold for you, we cannot be held liable. In addition any location change will be posted on the Essex Alfresco Cinema facebook social media account.

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 screening, 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.

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

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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.

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.

The location and facilities are wheelchair accessible. Please note that some elements of the location maybe uneven and on grassed area rather than hard standing.

Disabled ticket holders are entitled to one discounted carer ticket(s), provided they hold a valid Freedom Pass (or the equivalent thereof). Please contact EACL via [contact@essexalfrescocinema.com](mailto:contact@essexalfrescocinema.com)

Food and/or drink is permitted to be brought onto the event site. Other items can be purchased via concessions and may be consumed on or off the event site.

We accept no responsibility for any personal property that is brought to the event.

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

Mobile phones must be switched off or in a silent mode when the film is in progress. You must not take or make calls when on the event field whilst the film is in operation.

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.

Upon entering the premises you agree to SIA trained security conducting personal searches at random or as we see fits. Searches will only be conducted by qualified and trained security staff, security ID will be display on the staff member in the form of an SIA ID card.

Upon entering the event site you consent to be included in any film, photograph, audio and audiovisual recordings made by EACL of the event. Any such materials may be exploited in any and all media (existing now or in the future) for any purpose at any time throughout the world. This includes any filming that may be carried out for the security of customers or the prevention of crime.

EACL reserves the right to use all personal information collected for marketing communications after the event. Should you wish to opt out of such communications please email [contact@essexalfrescocinema.com](mailto:contact@essexalfrescocinema.com)

### **AGE RESTRICTIONS**

Entry to 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.

Anyone can be admitted to films classified as U or PG.

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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).

Nobody under the age of 15 can be admitted to films classified as 15.

Nobody under the age of 18 can be admitted to films classified as 18.

Children under age 8 must be accompanied by a parent or guardian at all times.

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 the event premises.

### **REFUSAL OF ADMISSION**

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

Behave in an anti-social or threatening manner; or put the safety of our customers, our employees or our property at risk; or bring a camera or recording equipment of any kind into the cinema; or otherwise breach these Terms.

Entry to the event is at the discretion of the EACL and we reserve the right to eject any guests without refund for reasons of security and/or safety. EACL's decision in this regard is final.

Strictly no trading or promoting is allowed within the event site without the express written permission from EACL.

### **JURISDICTION**

These terms and conditions are subject to the law of England and Wales and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

### **WEBSITE - TERMS OF USE**

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.

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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.

The Website and the materials on it are protected by copyright, trademark 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.

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.

### **CUSTOMER SERVICE**

Should you need to contact us and for enquiries regarding the event or tickets please contact us via [contact@essexalfrescocinema.com](mailto:contact@essexalfrescocinema.com)