

## **Cinema Entrance Terms and Conditions**

The purchase of entry tickets for film showings or other events at the Electric Picture House Cinema ('the Cinema') is strictly subject to the following Terms and Conditions. By purchasing an entry ticket, you agree to be bound by these Terms and Conditions. Should you have any queries or need clarification on any of the Terms and Conditions, please contact a member of staff.

# **COVID-19**: Due to the ongoing pandemic, the following terms and conditions are applicable in addition to those below:

- If you are experiencing symptoms of Covid-19 you should not visit the cinema.
- Your booking party should only consist of individuals from your own household or social bubble.
- We may need to use your contact details for the NHS Track and Trace programme if necessary.
- 1. Ticket prices are those displayed at the time of the point of purchase. All prices include applicable Value Added Tax.
- 2. Tickets are subject to availability and are non-refundable if the film screening goes ahead as scheduled.
- 3. Customers must sit in the seat indicated on their ticket. Seats can only be exchanged by arrangement with the staff. If you refuse to sit in the allocated seat, you may be asked to leave the venue and denied a refund.
- 4. Under no circumstances, save personal injury or death resulting from its negligence, shall the Cinema be liable to the purchaser of the entry ticket for more than the purchase price of the ticket.
- 5. For tickets purchased online, a fee is payable in addition to the ticket price to cover the cost of providing online services. You will be notified of the amount at the time and point of purchase.
- 6. Tickets purchased online will be available for collection at the cinema Box Office 30 minutes prior to the performance. Guests should print the payment receipt generated when purchasing tickets online and bring this with them as proof of purchase and identity. The Cinema reserved the right to withhold tickets if members of staff are not satisfied as to the ownership or validity of the tickets purchased online.
- 7. If a ticket is purchased online in advance and admittance cannot be granted to the event because the Cinema has, for whatever reason, been filled to capacity when the ticket is collected, the Cinema will issue a refund of the purchase price of the ticket or voucher of equivalent value for a future performance. In no event shall the Cinema be liable in such circumstances for more than the value of the ticket price.
- 8. Promotional or complimentary vouchers must be redeemed in person at the Cinema box office and cannot be applied to advance online ticket purchases. Vouchers bearing an expiry date must be redeemed on or prior to that date. Unless stated otherwise, vouchers may not be used in conjunction with any promotion or special event.
- 9. The Cinema reserves the right to request proof of age for admittance to age-restricted films or events (e.g. 12A, 15 and 18 certificates). Photographic identification, such as a driving licence or passport may be required. The Cinema reserves the right to refuse admission to anyone who members of staff believe to be under the age limit required for entry, irrespective of evidence offered.



- 10. The Cinema reserves the right to request proof of entitlement to entry at a concessionary price (e.g. students and senior citizens). The Cinema reserves the right to refuse admission at a concessionary price to anyone who members of staff believe not to be entitled to entrance at the concessionary price, irrespective of evidence offered.
- 11. For tickets purchased in advance online at concessionary prices, proof of entitlement may be demanded before admission to the auditorium.
- 12. Guests should check the details printed on their ticket (or proof of purchase in the case of online booking) are correct at the time of issue or collection. Tickets will not be refunded at a later date in the case of any error.
- 13. The Cinema will at all times endeavour to ensure that the films are shown in accordance with the schedules advertised. However the Cinema reserves the right to cancel a showing, substitute an alternative film or vary the time of a performance if forced to do so by circumstances beyond their control. In such circumstances the Cinema will take all reasonable steps to publicise the change and will, at its discretion, refund to guests the cost of the tickets already purchased or issue replacement tickets or vouchers for the same film at an alternative show time.
- 14. The Cinema reserves the right to cancel a film showing or other event, either before or after it has commenced, if circumstances develop that render continuation impossible, impractical or presenting a real or potential risk to guests, staff or the premises. Such circumstances would include (but not limited to) fire, significant equipment failure, threats of terrorist action and power cuts. In such circumstances, the Cinema will issue replacement tickets or vouchers for the same film or event at another show time.
- 15. Every effort will be made to accommodate latecomers but to avoid disturbance to other guests, the Cinema reserves the right to refuse admission to guests who arrive after the main feature has started.
- 16. Tickets may not be resold or used for any commercial purpose without the permission of the Cinema in writing.
- 17. The Cinema reserves the right to amend these Terms and Conditions from time to time without notice. The current Terms and Conditions will be available in the Cinema and on the Cinema's website.
- 18. Only guests in possession of a valid ticket will be admitted to the auditorium. Any guest who does not hold a valid ticket may be asked to leave the premises.
- 19. Tickets must be carried when leaving the auditorium during a performance to be sure of readmission.
- 20. For the comfort and enjoyment of all, mobile phones and all other mobile devices that may cause a disturbance must be switched off at all times inside the auditorium.
- 21. Sound and video recording equipment and cameras are not permitted inside the auditorium. It is a serious criminal offence to copy or attempt to copy and film or other copyrighted material shown in the auditorium. Such crime is punishable on conviction with an unlimited fine and imprisonment of up to a maximum of 10 years. The Cinema reserves the right to eject from the premises any guest suspected of recording or attempting to record copyright material, and if appropriate, to call in the police to investigate the matter further.
- 22. The Cinema accepts no responsibility for information displayed or broadcast on the premises by any third party.
- 23. Food and drink brought from outside the Cinema may not be consumed on the premises.



- 24. Guests must remain at all times within the permitted guest areas (the entrance hall, foyer, auditorium and toilets). Guest must use the provided seating (or a wheelchair if applicable) in the auditorium. To comply with fire regulations guest must not obstruct the aisles or access ways.
- 25. Guests must adhere at all times to the Cinema's Health and Safety procedures and guidelines as directed by staff.
- 26. Guests must keep their personal belongings with them at all times. The Cinema will not accept responsibility for the loss, theft or damage to any personal items brought onto the premises. Any items of lost property that come into the possession of the Cinema will be held for customer collection at the Cinema for a period of 28 calendar days. The Cinema will not be obliged to attempt to contact the owners of lost property.
- 27. Any antisocial or disruptive behaviour or continuing behaviour likely to disrupt the enjoyment of other guests will result in immediate removal from the premises. In the event of a group disturbance, the group will be treated as one and the whole group may be removed from the cinema. In either case, guests will not be entitled to a refund. The police will be called if their intervention is deemed appropriate in the circumstances.
- 28. The Cinema is a completely smoke free environment throughout. Any guest found to be smoking within the premises, will be ejected immediately without any entitlement to a refund. This applies to ecigarettes and vaping.
- 29. No illegal substances may be brought onto or consumed on the premises. Any guest found to be, or suspected to be, in possession of such substances will be ejected from the premises and may be reported to the police without any entitlement to a refund.
- 30. Any guest found in possession of a weapon, or an item that staff believe is being carried as a weapon, shall be ejected from the premises without any entitlement to a refund. Staff will report the matter to the police if deemed appropriate. At the discretion of staff, personal items deemed to be a potential risk, may be confiscated from guests and returned once the guests leave the premises.
- 31. Verbal or physical abuse or attack of the Cinema's staff will not be tolerated. Such behaviour will result in immediate ejection of the offending guest(s) from the premises without any entitlement to a refund. Wherever possible, the Cinema will seek to prosecute individuals or groups who engage in this behaviour to the fullest extent of the law.
- 32. Whilst on cinema premises guests must not engage in any conduct or act in any manner that might reasonably be expected to offend, insult, intimidate, threaten, disparage or vilify any person on any basis whatsoever including but not limited to that person's race, religion, colour, gender, decent or notational or ethnic origin. Such behaviour will result in immediate ejection of the offending guest(s) from the premises without any entitlement to a refund. If deemed appropriate, the police may be called to investigate further.
- 33. Guests are hereby notified that CCTV monitoring of the inside and the outside of the premises may take place for the purpose of protecting guests, staff and property.
- 34. Without prejudice to any other rights it may have, in the event that a guest(s) breaches any of these Terms and Conditions, the Cinema reserves the right to take all appropriate action to avoid a recurrence and to recoup any costs incurred. This may include a temporary or permanent exclusion from the Cinema premises and any appropriate legal action.
- 35. "The Cinema" means the Electric Picture House Cinema Ltd situated at 18A Market Street, Wotton-under-Edge, Gloucestershire, GL12 7AE



## **Privacy Statement**

#### Purpose of this policy

We are committed to protecting your personal information and being transparent about what information we hold about you.

The purpose of this policy is to give you a clear explanation about how we collect and process your information.

We use your information in accordance with all applicable laws concerning the protection of personal information.

## **Amendments to this Privacy Policy**

We may revise and update this Privacy Policy at any time.

## When do we collect information from you?

We collect information when you:

- book tickets through our box office in person, over the phone or online;
- subscribe to our emailing lists;
- register for a loyalty card;
- hire our venue

## What information do we collect about you?

The personal data we collect about you varies depending on the service you request from us.

When you book tickets, register for a loyalty card or hire the venue we may collect:

- Name
- Email address
- Address
- Postcode
- Contact phone numbers
- Age / date of birth
- Payment card details. (Please note, we will not hold payment information for any longer than it takes to process your transaction. All debit and credit card information is processed securely, and in accordance with the Payment Card Industry Data Security Standard (PCI-DSS))
- Purchase history
- Organisation
- Names of other attendees

#### Other information we collect

## Correspondence

If you correspond with us generally, for example to raise a query, comment or complaint about any of our services, we will also collect any other information you choose to send to us in that correspondence.

#### Postal Address

We will collect your postal address if you wish us to send you a loyalty card or gift voucher.

#### Telephone number

When you book tickets for any of our events or screenings we will collect your telephone number so that we can contact you in case of changes to the programme.



We may also use your telephone number to contact you with regard to loyalty cards applications, competition entries, or lost property.

#### Age/date of birth

We do not typically collect your date of birth. The exception is for customers under the age of 18 who register for a loyalty card.

#### Payment details

When you make a purchase, we will collect payment information from you such as credit or debit card details or bank information for the purposes of taking payment or setting up a direct debit through our third party providers.

All debit and credit card information is processed securely, and in accordance with the Payment Card Industry Data Security Standard (PCI-DSS)

#### Data control

The Electric Picture House Cinema Ltd is the data controller for all data we collect and store.

We collect personal information through a number of different ways when you choose to interact with us, all of which are subject to strict data security processes to ensure your personal information is kept safe at all times.

In addition we use the following data processors to enable us to collect, process and securely store the data we obtain.

- We use <u>www.admit-one.eu</u> to process all ticket bookings
- We use <a href="https://www.ymlp.com/">www.ymlp.com/</a> for our email communications

Any data processed on behalf of the Electric Picture House is processed only to the extent required to perform the services that we request. Any use for other purposes is strictly prohibited within a data sharing agreement between us and the provider. Furthermore, any data that is processed by third parties must be processed within the terms of this policy and in accordance with the United Kingdom Data Protection Act 2018 and General Data Protection Regulation 2018.

## Why we collect your personal information and how we use it

We use information in a number of ways, the main ways being:

- because it is necessary to administer the services you have requested from us and to fulfil our obligations to you in providing these services; or
- to inform you by email or other means of similar events or services run by us which we think may interest you

Specifically we use your information in the following ways:

To carry out our business and to provide a service or carry out a contract with you:

- To fulfil ticketing requests (including confirmation of your booking)
- Process payments (Please note we do not store any Credit Card or other payment information once the transaction has been completed).
- Provide the best possible customer services and to help us with our internal administration.
- Contact you if necessary with important information relating to your booking, such as confirming your order, or changes to event details.



Where we have your consent:

• Send you updates via email about our news and events

Where we have justifiable reason (including legal obligation and legitimate interest):

- Analyse your booking history in order to learn about your interests and preferences to help us target our marketing communications so that they're more relevant to you.
- Measure and understand how our audiences respond to a variety of marketing activity so we can ensure our activity is well targeted, relevant and effective.
- To contact you to ask you to participate in audience research. You are under no obligation to participate in research and, should you provide any further information, we will inform you how any further information will be used. All information gathered for research purposes is anonymised for analysis.
- Analyse and continually improve the services we offer including our programme, our website and our ticketing service.
- To inform you of any changes related to your booking
- Undertake due diligence to detect and reduce fraud and credit risk.

## Who do we share your information with?

We don't sell your information.

We don't share the information that is provided to us except:

- with third party service providers, such as hosting providers or an email service provider, who provide services to us so that we are able to fulfil our obligations to you or, where we are able to send you marketing information, to do so;
- if you have requested that you be added to a marketing list of any of our partners we are running, or have run, an event with during the booking process for that event;
- if we have a legal obligation to disclose your information (for example, if a court orders us to);
- if another company buys our company, or if we go insolvent, or if we merge with another company, in which case the company that receives your information will protect the information in the same way we do. If we transfer our obligations under our terms of use to another company, this may mean that we need to transfer your personal data to that company. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your contract with us within 30 days and if you do so, we will not transfer your data to that company.

#### How do we protect your information?

The Electric Picture House is committed to ensuring your personal information is secure at all times. We store and process your personal data securely using suitable physical, electronic and operational procedures to safeguard and secure all personal information. We will ensure that any third parties we use for processing your personal data do the same. We limit internal access to your personal data to only those who require it. We ensure that high standards of security and protection are met by abiding by our Data Protection Policies and Procedures.

We keep your personal information:

- For as long as we need to for the purposes for which it was collected or,
- (if longer) for any period for which we are required to keep personal information to comply with our legal and regulatory requirements or,
- until you ask us to delete your personal data, in accordance with your rights below.

If you ask us to stop sending direct marketing communications to you, we will keep the minimum amount of information (e.g. name, address or email address) to ensure we adhere with such requests.



#### Your rights and how to contact us

We aim to make it easy to access and amend the personal information that we hold on you, or request that we stop contacting you. In addition, every email we send to you will include details on how to change your communications preferences or unsubscribe from future communications.

If you prefer, you can contact us by phoning, emailing, or writing using our contact details below.

You have a number of rights in relation to your personal data. These include the right to:

- request that your personal data is corrected if you believe it is incorrect or inaccurate;
- obtain restriction on our, or object to, processing of your personal data;
- At any time you have the right to ask us to amend or stop how we use your personal information including for marketing purposes.

You have the right to request details of what information we hold about you. We will take steps to verify your identity before responding to your request and will then respond as soon as possible but no later than within a month. Please send a description of the information you would like to see, together with proof of your identity to <a href="mailto:admin@wottoncinema.com">admin@wottoncinema.com</a>

You have the right to get information held about you by us corrected. If you have any concerns about the accuracy of your personal data, please let us know using the contact details below.

At the end of your relationship with us you can ask us to delete your personal data and we will do so as far as we are reasonably able and subject to our legal requirements to retain such data.

You have the right to lodge a complaint with the supervisory authority, The Information Commissioner's Office – www.ico.org.uk

If you would like to exercise any of your rights outlined in this policy or have any concerns or questions about the way in which the Picture House handles your personal data, please contact us —

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