

Terms and Conditions

1. DEFINITIONS

- 1.1. "You" means everyone who purchases a ticket and everyone who visits the ActOne Cinema, whether or not they have purchased a ticket.
- 1.2. "Us" or "We" means the Act One Cinema.

2. INTRODUCTION

- 2.1. These Terms of Admission, as may be from time to time amended, (these "Terms") 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 15 can be admitted to films classified as 15.
 - 3.1.4. Nobody under the age of 18 can be admitted to films classified as 18.
- 3.2. Children under age 15 must be accompanied by a parent or guardian for all films starting at or after 7pm.
- 3.3. Children under age 8 must be accompanied by a parent or guardian at all times.
- 3.4. Child tickets are valid for children up to the age of 15.
- 3.6. 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 our premises.
- 3.7. 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. SPECIAL EVENTS

- 4.1. Parent & Baby Club is a modified screening which is exclusively for parents or carers with children under 12 months age. For babies up to 12 months old – babies are free of charge. Where the certificate is U, PG or 12A, older children may also attend although a baby (0-12 months) is still required.
 - 4.1.1. Adults without a baby are not allowed to attend. Every party must include at least one baby.
- 4.2. Relaxed Screenings are held approximately once a month and are modified to be sensory-friendly. Tickets are £6 (£5 concessions). Carers and assistants go free.
 - 4.2.2. Anyone is allowed to purchase a ticket to a Relaxed Screening, but by doing so they accept the modified conditions of the performance.

5. DEFINITIONS

- 5.1. Only food and drink purchased at the cinema may be consumed within the cinema.
- 5.2. No alcoholic drinks may be brought into the cinema building.

5.3. You must observe the licensing regulations at the cinema concerning the sale and consumption of alcoholic drinks.

5.4. You must not smoke inside our premises.

6. GENERAL

6.1. 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.

6.2. 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. 6.3. 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.

6.4. 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 and the Card Booking Fee charged. We are unable to take responsibility for programme information advertised by third parties.

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

6.6. We reserve the right to ask for proof of status for concessionary tickets at any time that you are on our premises.

6.7. 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.

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

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

7. REFUSAL OF ADMISSION

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

7.1.1. behave in an anti-social or threatening manner; or

7.1.2. put the safety of our customers, our employees or our property at risk; or 7.1.3. bring a camera or recording equipment of any kind into the cinema; or 7.1.4. otherwise breach these Terms.

8. ONLINE TICKET PURCHASE

8.1. Tickets for films and events at our cinema 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 Card Booking Fee of £0.50 for one ticket, or £1.00 for 2 tickets or more, will be payable separately by you to the ActOne Cinema. This Card Booking Fee is in consideration of the ActOne Cinema processing credit and debit card payments and transferring your payment for tickets to us. By confirming your booking you are agreeing to pay this Card Booking Fee to the Act One Cinema 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 Card Booking Fee. Once this confirmation has been sent, the

ticket price may be refunded but only in accordance with our Refunds Policy. Once a booking is confirmed the Card Booking Fee is non-refundable.

8.5. In the case of tickets being offered for sale at the wrong price online (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 Card Booking Fee will only be levied once by the ActOne Cinema.

8.6. If you cannot show your digital ticket at the door, 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. Members must enter their details at the time of purchasing to claim any discount. 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 Act One Centre Ltd.

9. REFUNDS

9.1. Please note that there are no refunds, except in the event of the show being cancelled or in the instance that the customer has been asked to isolate due to COVID-19. In the second instance, the customer has to contact us at manager@actonecinema.co.uk with proof (e.g. screenshot) of their self isolation notification up to 2 hours before the screening, at which point a voucher equal to the monetary value of the ticket(s) minus 50p per ticket for transaction fees will be issued, which can be exchanged for ticket(s) within a year.

9.2. We will exchange tickets for screenings of the same film with tickets of equal or lower value. We have to charge 50p per ticket for transaction fees for this, and we can only exchange tickets if we are notified at least 24 hours before the performance. Exchange with tickets of higher value is only possible at the box office.

10. PRICES AND PAYMENT

Prices (and any delivery costs) are as set out on the relevant pages of the Website. Prices are subject to change at any time. The credit and/or debit cards which we can accept for payment are as set out at the point of payment on the Website. We may change the prices for Products at any time by posting new prices on the Website. All prices are inclusive of VAT unless otherwise stated. You are responsible for payment of VAT and, if you are based outside the UK, any other applicable import duties and taxes that are levied once the Products reach your country.

11. ACCEPTANCE

Your order represents an offer to us which is accepted by us only when we confirm payment from you in respect of such Product. We reserve the right to reject your order for any reason. Your use of the Site and/or its content creates no partnership, client, fiduciary or other professional relationship.

12. CUSTOMER SERVICE

Should you wish to contact us, please write to admin@actonecinema.co.uk or by post at Venue Manager, The ActOne Cinema, 119 High Street , Acton, London W3 6NA..

13. JURISDICTION

This Agreement shall be governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

14. ENTIRE AGREEMENT

14.1. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

14.2. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

14.3. No waiver, express or implied, by either party of any term or condition or of any breach by the other of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this Agreement.

15. CHANGES TO THIS AGREEMENT

This Agreement and/or any other terms of service may be changed without notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Website.

This Agreement may be varied from time to time by our posting new terms on the Website, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Website. Your continued use of the Website or services constitutes agreement with and acceptance of any such amendment or other changes.

16. WEBSITE - TERMS OF USE

16.1. 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.

16.2. 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.

16.3. 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.

16.4. Website links.

The Website displays and/or refers to links to other websites from time to time. The Act One Cinema: (i) does not endorse or take responsibility for the content of such websites, (ii) is not responsible for the availability of such websites; and (ii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked websites, you do so at your own risk.

16.5. Links to the Website.

Any other website may link to the Website, provided it links only to the homepage, does not imply any

endorsement of its products or services by the Act One Cinema, does not seek to circumvent the commercial basis of the Website, does not misrepresent its relationship with or present false information about the Act One Cinema, does not infringe any intellectual property or other right of any person and complies with all relevant laws and regulations. Please note, however, that the Act One Cinema reserves the right to withdraw such permission at any time and to take any other appropriate action.

16.6. Hacking.

You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Website in any manner. If you in any way Interfere with the Website, you agree to pay all damages incurred by the Act One Cinema. The Act One Cinema will cooperate with

the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud the Act One Cinema or any other parties through User's use of the Website or services provided via the Website. The Act One Cinema reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Website without giving you any advance notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

16.7 Users Under 18.

If you are under 18, please ensure that you obtain your parent/guardian's consent beforehand whenever you provide Personal Information to the website. Users without such consent are not allowed to provide us with Personal Information.

16.8 Personal Information.

What information does the Act One Cinema collect?

The Act One Cinema collects "Personal Information" – any information which identifies you such as your name, address, email address, telephone number, country of residence and credit and debit card details. When is personal information stored and how is it used?

We will only retain personal information when you use one of the services available on our website, such as subscribing to one of our email lists or when purchasing tickets. Personal Information will be held on the Box Office system provider (in this case SavoySystems) and used for operational purposes such as the processing of bookings and orders in connection with our on-line ticket and book ordering services and for mailing list subscriptions.

In order to process a transaction, your Personal Information and card details may be passed to third party service providers, for example Savoy Systems (our box office system provider).

Savoy Systems captures card and address details via the Act One Cinema website and transfers them to our Payment Service Provider. Savoy Systems utilises the latest security protocols to ensure your customers are protected. PCI best-practice procedures are followed.

Can I see the information you have stored about me?

You have the right to obtain from us an electronic or paper copy of all Personal Information concerning yourself by e-mailing admin@actonecinema.co.uk or writing to, Venue Manager, The ActOne Cinema, High Street Acton, London W3 6NA. You may need to pay a fee to obtain this information. Can I make changes or request for my personal information to be destroyed?

If you decide not to use our services any further and notify us either in writing or by email as mentioned above, we shall remove you from our mailing lists and make your account inactive. Upon request we can destroy any retained Personal Information. Changes can also be requested by contacting the details above. 16.9 Use and disclosure of Personal Information.

a) If you contact us we reserve the right to keep a record of that correspondence and incorporate the information it contains into our database

b) If we are required by law or requested by the police or a regulatory or government authority investigating potentially illegal activities to provide information concerning your activities whilst using the network we shall do so. We may also disclose Personal Information to appropriate third parties to assist in anti-fraud checks and investigations.

15.10 Surveys and Promotions.

From time to time we conduct email / telephone/ face-to-face surveys and promotions and may request information from you as part of these. Participation in these is entirely voluntary and you therefore have a choice whether or not to disclose any information which might be required. We may also ask you whether you would like to receive promotional emails and mailings from us about our other products or services. Again, you are under no obligation to accept such information.

16.11 Google Analytics.

We use Google Analytics to collect information about how our visitors use and navigate this website. We use this information to analyse usage of the website so that we can continually work to add new features and improve your experience of it.

The cookies collect information such as the number of visitors to the site, which pages they visited and whereabouts they came to the site from. This information is anonymous and cannot be used to identify you personally.

16.12 Cookie Policy.

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. They make it possible for us to provide our online ticketing service and track visitor statistics, such as returning visitors.

For more information on cookies, please visit: aboutcookies.org

Wikipedia: Please note that we are not responsible for information available on these websites.

16.13. Passwords.

You agree: to keep your password secure and confidential and to not allow anyone else to use your email address or password to access the website; to not do anything which would assist anyone who is not a registered User to gain access to any secured area of the Website, and; to not create additional registration accounts for the purpose of abusing the functionality of the Website, or other users, or to seek to pass yourself off as another User. If you think someone else has obtained your account details, please contact us immediately and we will close your account as quickly as possible. You will be responsible to the Act One Cinema and to others for all activity that occurs under your registration account.

16.14. Email List Subscriptions.

a) The Personal Information you supply when you subscribe to one of our e-mail lists will be used by the ActOne Cinema to keep you up-to-date with events and activities organised by the ActOne Cinema.

b) The ActOne Cinema will only pass on your Personal Information for marketing purposes if you have consented to this information being shared. You consent to this by ticking the relevant box. Each e-mail we send you offers you the opportunity to amend these preferences, or you can ask us to do this, by e-mailing info@actonecinema.co.uk

c) If you would like to revise the information provided to us at any time, or feel what we currently have on record is incorrect, you may ask us to update the information by emailing: info@actonecinema.co.uk