

## **Terms and Conditions**

Version 2.0



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## 1.Definitions

- **1.1** "You" refers to the customer, who is everyone that visits The Regal and/or The 1936, whether or not they have purchased a ticket and/or any other products available at the venue.
- 1.2 "Us" or "We" means The Regal and/or The 1936 as a business and workforce.
- 1.3 "The Venue" refers to The Regal, Ipswich Street, Stowmarket, Suffolk, IP30 9YG
- **1.4** "Purchases" refers to any ticket, food, drink, product or other items purchased within the venue, or using our box office, including over the phone and via our website
- **1.5** "Performances" refers to any film, event cinema, live show, event or other performance for which tickets are purchased

#### 2.Introduction

- 2.1 The Regal is a multi-purpose venue owned and operated by Stowmarket Town Council
- **2.2** These Terms and Conditions set out the general terms which apply to you when visiting The Regal and/or The 1936, whether or not you have purchased anything from the venue.
- **2.3** Nothing in these Terms affects your statutory rights as a consumer.

## 3. Tickets

- **3.1** Age Restrictions must be adhered to when purchasing tickets. We are required to refuse admission to anyone who is below the minimum age required by the relevant classification.
- 3.1.1 Entry to live shows and events are restricted by the classification given by us, the promoter, hirer and/or event organiser.
- 3.1.2 Entry to films and Event Cinema Screenings are restricted by the classification given by the British Board of Film Classification (BBFC).
- 3.1.3 Age restrictions for children attending the venue without an adult can be found in section 5.6

## 3.2 Age Ratings and Classifications

- 3.2.1 Anyone can be admitted to performances classified as U or PG.
- 3.2.2 Children under 12 can be admitted to performances classified as 12A but only if accompanied by an adult (i.e. someone over the age of 18).

- 3.2.3 Nobody under the age of fifteen can be admitted to performances classified as 15.
- 3.2.4 Nobody under the age of eighteen can be admitted to performances classified as 18.
- **3.3 Ticket reservations** cannot be made for any performance, tickets and seats are only guaranteed once payment has been received

#### 3.4 Ticket/Person Types

- 3.4.1 We reserve the right to ask for proof of status and age for tickets at any time that you are on our premises.
- 3.4.2 Adult ticket refers to anyone over the age of eighteen
- 3.4.3 Child ticket refers to anyone under the age of eighteen
- 3.4.4 Senior Citizen ticket refers to anyone over the age of sixty
- 3.4.5 Family ticket refers to a group of 4 which contains either 2 x adults and 2 x children, or 1 x adult and 3 x children
- 3.4.6 Student ticket refers to anyone with a valid student ID
- 3.4.7 CEA Carer/Companion refers to anyone with a valid CEA card. See 7.2
- 3.4.8 Concessions ticket is a ticket type which combines Senior Citizen, Child and Student tickets into one ticket type
- 3.4.9 General Admission Ticket refer to all persons
- **3.5 Ticket Confirmation** will be sent via email with online and telephone purchases. Physical tickets will only be given when purchasing in person. If you would like a physical ticket you can request this in-person at our box office with your confirmation email and/or booking reference number.
- 3.5.1 Tickets cannot be stored at our box office
- 3.6 Purchases of tickets can be made in person during our opening hours, via our telephone box office between 4pm-5pm, or online at any time.
- 3.6.1 Tickets purchased online are subject to a 50p booking fee, which is charged to cover fees from our box office and card processing providers
- 3.6.2 Tickets are removed from sale at our in person and telephone box office 10 minutes into a film's run time
- 3.6.3 Tickets are removed from sale from online purchases 30 minutes before the advertised start time.

3.6.4 Tickets should be purchased for personal use only. You must not purchase tickets as part of any form of a for-profit business or commercial activity unless we have expressly authorised otherwise in writing.

# 4. Refunds, Exchanges, Amendments, Cancellations and Postponements

#### 4.1 Refunds

- 4.1.2 Once purchased, all tickets for performances are non-refundable. Exceptions may be made in the event that we cancel an event. See section 4.3
- 4.1.3 Once purchased, all memberships, membership vouchers and gift vouchers are non-refundable and cannot be amended
- 4.1.4 Where a refund is provided, any additional fees, i.e booking fee, are not associated with the tickets and will not be refunded
- 4.2 Exchanges and Amendments can be made to purchased tickets to a film in advance of the screening.
- 4.2.1 Exchanges must be made to a currently programmed film
- 4.2.2 Exchanges do not have to be for the same film
- 4.2.3 An amendment fee will be charged for all exchanges at £2 per ticket, with £6 being the maximum charged for any one booking
- 4.2.4 We cannot hold credit on an account or under your name.
- 4.2.5 Tickets for other performances which are not categorised as a 'film' will be exchanged at the event organisers discretion. Each request will be considered individually. Alternatively tickets can be resold by us see section 4.4

#### 4.3 Cancellations and Postponements

- 4.3.1 If your performance is cancelled, we will provide a refund for the price of the tickets by the original method of payment. See 4.1.4
- 4.3.2 Reasons for cancellation could be due to, but not limited to, the following; technical issues, force majeure, a decision made by the promoter or event organiser, low attendance levels
- 4.3.2 We will try to avoid cancellations where possible which may mean your performance is rescheduled or postponed. Where a performance is postponed, we will automatically move

your booking to the new date. If you are unable to attend the new date, you will be eligible for a refund or exchange. See section 4.1.4 or 4.2

#### 4.4 Ticket Resale

- 4.4.1 If you are unable to attend a performance, and not eligible for an exchange, we can add your tickets to a resale list. If the performance is sold out we can then sell your tickets to anyone enquiring. If we successfully sell your tickets, you will receive a refund for your ticket price (see section 4.1.4) minus our resell fee of £2
- 4.4.2 As per section 3.6.4, you should not resell tickets for profit
- 4.4.3 If we are unable to resell your ticket you are still welcome to attend the event
- 4.4.4 If we are able to resell your tickets we will contact you to confirm you are happy to resell, and organise the refund minus resell fee.

#### 5. Visits and Attendance

#### 5.1 Late Arrival

- 5.1.1 Customers arriving for their performance 10 minutes after the advertised start time are considered late and will be asked to enter the auditorium quietly, and as discreetly as possible.
- 5.1.2 If you are late, you may also be required to sit in a different seat to which you had originally booked to avoid disturbance
- 5.1.3 If you are late for a live performance, you may have to wait until staff deem it to be a suitable time to be permitted to enter the auditorium, for example, the interval.
- 5.1.4 No refunds or reimbursement will be given for any time of the performance missed due to lateness and temporary refusal of entry.

#### 5.2 Mobiles

Mobile phones must be switched off or put on silent mode before you enter the auditorium

## 5.3 Copyright and Piracy

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.

#### 5.4 Changes and Interruptions to the Programme

- 5.4.1 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. In such cases, we may exchange your tickets to another screening or offer you a full refund if you are unable to watch another film or a postponed screening. We are unable to take responsibility for programme information advertised by third parties e.g. Google.
- 5.4.2 There may be circumstances where there is an interruption to our programme, which may result in a delayed start. If this happens, we will ensure you are made aware, and that the performance finishes as close to the advertised time as possible, by making adjustments to the performance.
- 5.4.3 Where content is live streamed it is not always possible to guarantee an uninterrupted audio/visual experience. Technical issues out of our control can occur during a live broadcast. Technical advice will be sought from the streaming operator, and we will endeavour to resolve the issue(s) as soon as possible.

#### 5.5 Refusal of Admission and Venue Ejection

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

- 5.5.1. behave in an anti-social manner. Anti-social behaviour includes but is not limited to causing unnecessary disruption during any screening or performance via excessive noise, heckling and/or movement.
- 5.5.2 behave in a threatening manner or put the safety of our customers, our employees, or our property at risk; or
- 5.5.3 bring a camera or recording equipment of any kind into the cinema; or
- 5.5.4 otherwise breach these Terms.

## 5.6 Children Attending

- 5.6.1 Children under age 8 must be accompanied by an adult at all times.
- 5.6.2 It is advised that children under age 10 are accompanied at all times.
- 5.6.3 Children under the age of 3 can attend film screenings free of charge providing that:

They sit on a lap for the entire screening (i.e. do not take up a seat); and

They are removed from the auditorium should they cause disturbance to other customers and The film is classified as U, PG or 12A. Age restrictions must be adhered to as per section 3.1 and 3.2.

## 6. Royalty Club Memberships

## 6.1 Membership Types

Membership Type	Cost	Benefits (tickets)	Benefits (retail)
Gold 6 Months	£100	Unlimited film admission for 6 months	All membership types come with 10% off all food and drink at the box office and café bar and 25% off all hot drinks at the box office and café bar.
Gold 3 Months	£55	Unlimited film admission for 6 months	
Silver 6 Months	£80	5 x film admissions per month for 6 months	
Silver 3 Months	£45	5 x film admissions per month for 3 months	

- 6.1.2 The benefits of a Royalty Club Membership are only available to the named cardholder.
- 6.1.3 Memberships can be purchased for all ticket/person types in section 3.4
- 6.1.4 Discounts or concessionary rates are not applicable on memberships
- 6.1.5 All film screenings are subject to normal restrictions such as age certifications and our Terms. The Royalty Club Card Member shall have no preferential rights of access for any screenings.

## 6.2 Memberships Rules

- 6.2.1 Memberships are not transferable or for sharing. Cardholders found to be lending their card to others will have their membership suspended or cancelled without recompense.
- 6.2.2 You may be asked for proof of identification when using the card in person or collecting tickets.

#### 6.3 Purchasing a Membership and Tickets

- 6.3.1 Full payment must be taken at the time of booking, pay monthly/instalment plan options are not available.
- 6.3.2 Once purchased, all memberships are non-refundable.
- 6.3.3 When purchasing tickets online with a membership, members will still be required to pay the online booking fee
- 6.3.4 Memberships can only be purchased for others via a membership voucher, which the intended member can activate themselves. Vouchers will be valid for 2 years. See section 7
- 6.3.5 When a membership is purchased, the member will be issued a card. Replacement membership cards for lost or damaged cards will incur a £1 charge per card per replacement.
- 6.3.6 New cards will not be issued when renewing a membership and will incur a £1 charge to replace the original card

## 7. Vouchers, Discounts and Promotions

#### 7.1 Gift Vouchers

- 7.1.1 All gift vouchers expire 2 years after purchase date, extensions are not possible.
- 7.1.2 Gift vouchers are valid for film, event cinema and live show tickets. Can also be redeemed against Royalty Club memberships and retail products from the Box Office and The 1936 Café Bar.
- 7.1.3 Gift vouchers cannot be exchanged for cash.
- 7.1.4 Any remaining balance will be returned to customer by way of a credit note.
- 7.1.5 Gift vouchers can be used online, in person or via phone.

#### 7.2 CEA Cards

- 7.2.1 Any cinema has the right not to honour the CEA Card, or to retain it where they believe it is being misused or used outside the terms and conditions set by CEA Card/UKCA. Where it is suspected that a Card is being used inappropriately, fraudulently or in breach of these terms and conditions, the cinema reserves the right to retain the Card pending their further investigation.
- 7.2.2 When you apply for a CEA Card, you are deemed to have fully accepted the terms and conditions set by CEA Card/UKCA.

- 7.2.3 The CEA Card will not be valid unless it shows an accurate and recent photograph of the Cardholder, along with all other information present on the Card on its issue. The Card is non-transferable and only the Cardholder is entitled to use it. Any participating cinema reserves the right to ask for some additional form of identification from the Cardholder. Any cinema also reserves the right to check the validity of any Card when it is presented.
- 7.2.4 The CEA Card allows the Cardholder to obtain ONE complimentary ticket for a person to provide any assistance required as a result of the Cardholder's disability during their visit to the cinema, provided that a full price ticket is purchased by the Cardholder for the same film and auditorium. In providing a free ticket for another person to assist them during their visit, the cinema is offering one way of meeting its duty to make "reasonable adjustments" for the Cardholder under the disability aspects of the Equality Act 2010. A complimentary ticket is provided on the assumption that the person accompanying the Cardholder is able to provide appropriate assistance.
- 7.2.5 The CEA Card is valid for a period of one year from the date of issue. The validity date must be clearly legible at all times on the Card, as should all other information present on the day of issue. Cinemas reserve the right to not accept, or to retain any Card where any details are no longer legible.
- 7.2.6 On expiry of the CEA Card, or where a Card has been lost, or where it is no longer legible, a full new application, including the administrative fee, must be submitted to CEA Card.
- 7.2.7 One Cardholder cannot benefit from the complimentary ticket provided to another Cardholder. In all cases, one full price ticket must be bought for each complimentary ticket allowed. Cinema operators reserve the right to make other arrangements for two or more Cardholders attending the cinema together.
- 7.2.8 There is no limit to the number of times you can use the Card while it is valid, provided that the Cardholder observes the terms and conditions set out in this document.

#### 7.3 Access Cards

- 7.3.1 An Access Card is designed to communicate the user's access needs by translating them into symbols to convey to venue staff how to ensure the user has the most accessible and enjoyable experience.
- 7.3.2 Applications can be made online via the Access Card website. Nimbus Disability will oversee your application, consider your evidence so the card can accurately represent your specific needs. To apply for an Access Card, you will upload your documentation evidencing your access requirements and photo ID.
- 7.3.3 Access Cards are valid for 3 years.

- 7.3.4 Access Cards have 9 spaces to display symbols used to convey the barriers you face and the reasonable adjustments you might need. Symbols include:
  - Standing and Queuing
  - Level Access
  - Distance
  - Urgent Toilet Needs
  - +1 Essential Companions
  - Visual Information
  - Audible Information
  - Miscellaneous
- 7.3.5 Reasonable adjustments will be made by staff in evidence of the relevant symbols meeting the venue's duty to make "reasonable adjustments" for the Cardholder under the disability aspects of the Equality Act 2010. If a card is to display the '+1' symbol, this allows the cardholder to obtain complimentary or substantially reduced tickets for the number displayed on the card for a person to provide the assistance they require, provided a full price ticket is purchased.
- 7.3.6 When you apply for an Access Card, you have deemed to have fully accepted the full terms and conditions set out by Access Card.
- 7.3.7 Where it is suspected that a Card is being used inappropriately, fraudulently or in breach of these terms and conditions, the venue reserves the right to refuse use.
- 7.3.8 Cards will be verified at the time of booking.

## 7.4 Blue Light Discount

- 7.4.1 Blue Light Discount can only be applied for an in-person purchase
- 7.4.2 A valid Blue Light Card must be shown for discount to be applied
- 7.4.3 You will be offered the best discount scheme available, which may mean another discount is more favourable for your purchase than the Blue Light Discount

#### 7.5 Meerkat Movies

- 7.5.1 Only customers who present a valid Code for this offer shall be entitled to claim a free cinema ticket, when more than one ticket is purchased by the customer for the same screening. The lowest price ticket will be free.
- 7.5.2 Codes are only valid for one screening on either a Tuesday or a Wednesday.

- 7.5.3 Codes may only be used once and cannot be used again once expired. Codes expire on completion of your ticket purchase transaction, or if not used, at 00:00:59 (59 seconds after midnight) on the Thursday after it is issued.
- 7.5.4 This offer only applies to standard cinema screenings and excludes event cinema screenings, live shows, school bookings and corporate or private hires.
- 7.5.5 Please note that online customers must select a minimum of two tickets on the booking page and enter the Meerkat Movies code on the ticket booking page where indicated. The discount will be applied to the cheapest ticket type. Customers must provide credit/debit card information (for processing purposes) to book tickets online. Please note that, where tickets are booked online, a fee of 50p per person for whom a seat is booked is payable. If customers do not wish to pay a fee of 50p per person, it is possible to purchase tickets and redeem Codes in person at the cinema where this fee will not apply. Cinema tickets are issued subject to availability.
- 7.5.6 No cash alternatives. Not to be used in conjunction with any other offer or promotion.
- 7.5.7 The Code is non-transferable, any customer wishing to change their tickets to another film screening after using the code will need to either pay full price for both tickets or source a new code. Usual amendment fees apply, see section 4.
- 7.5.8 Use of cinema tickets and entry to venue is subject to The Regal's Terms & Conditions.
- 7.5.9 The Regal reserves the right to withdraw the offer or any part of it at any time without prior notice.

#### 7.6 Other Promotions

We may offer regular promotions within the venue, which we reserve the right to discontinue or adapt at any time.

## 7.7 Complimentary Tickets and Vouchers

- 7.7.1 Complimentary tickets are valid for the cinema only and cannot be redeemed for admission to Live Shows, Event Cinema or Charity Events. If purchasing additional tickets when using this voucher, the voucher will be redeemed against the cheapest priced ticket in the transaction. Voucher can be used in person only, it cannot be redeemed online or by phone. Voucher cannot be exchanged for cash and the expiry date cannot be extended.
- 7.7.2 Pocket Money Movie Complimentary Vouchers are redeemable against Pocket Money Movies (PMM) only and cannot be used to gain tickets to full price Films, Live Shows, Event Cinema or Charity Events. This voucher permits entry for a child or a child with an accompanying adult to a PMM film of their choice (subject to availability). Voucher can be used in person only, it cannot be redeemed online or by phone. Voucher cannot be exchanged for cash and the expiry date cannot be extended.

7.7.3 Regular Combo Deal voucher entitles the voucher holder to 1x Regular Popcorn and 1x Regular Fizzy Drink (including Coke) or Slushy (subject to availability). This can be upgraded to a Large Combo for an additional £1. No change will be given if you decide to choose a Kids Combo. Voucher can be used in person only, it cannot be redeemed online or by phone. Voucher cannot be exchanged for cash and the expiry date cannot be extended.

#### 8. Food and Drink

- 8.1 Only food and drink (including alcohol) purchased at The Regal/The 1936 may be consumed within the venue, with the exception of bottled water.
- 8.2 You must observe the licensing regulations at The Regal/The 1936 which stipulate that glass is not permitted in any of the auditoriums.
- 8.3 We reserve the right to require you to prove your age with appropriate photographic ID if you are attempting to purchase an alcoholic drink. If you are unable to prove your age you will not be able to buy an alcoholic drink. We reserve the right to ask for such proof at any time you are on our premises.
- 8.4 We also reserve the right to refuse the sale of alcohol to align with and promote the four licencing objectives in line with our premises license:
  - To prevent crime and disorder
  - Public safety
  - The prevention of public nuisance
  - The protection of children from harm