

## **1. DEFINITIONS**

1.1. "You" means everyone who purchases a ticket and everyone who visits The Dome Cinema, Worthing, whether or not they have purchased a ticket.

1.2. "Us" or "We" means PDJ Cinemas Ltd., operating as The Dome Cinema, Worthing.

## **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. Child tickets are valid for children under 15.

3.3. We reserve the right to require you to prove your age with appropriate photographic ID with a date of birth 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 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.

3.4. 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.

3.5. In circumstances where you are not permitted entry to the cinema for any of the above reasons but have already booked tickets, a refund of the ticket price will be made to you, however the booking fee is non-refundable.

## **4. SPECIAL EVENTS**

4.1. Parent & Baby Screenings are a regular screening which is exclusively for parents or carers with children under 12 months age, with the lights only dimmed and the volume turned down. For babies up to 12 months old\* – babies are free of charge.

4.1.1. Where the certificate is U, PG or 12A, older children may also attend although a baby (0-12 months) is still required. Any older children under 15 must be accompanied by an additional adult – with a maximum of 4 adults and 4 non-baby children to a group per 1 baby.

4.1.2. Adults not in a group with a baby will not be allowed to purchase a ticket to a Parent & Baby screening.

4.1.3. While pushchairs can be taken into the auditorium for these screenings, they must be left in a manner that does not cause an obstruction in an evacuation (e.g. in a wheelchair space, against the front of the screen – not in an aisle or row)

4.2. Disability Friendly Screenings are a regular screening with the lights only dimmed and volume turned down. Although aimed at teenagers and adults with special needs, anybody may attend these screenings.

4.2.1. Where required, carers must be in attendance throughout the film, as we cannot take responsibility for overseeing their care. Carers can enter free of charge.

4.3. Autistic Screenings are a regular screening with the lights only dimmed and volume turned down.

4.3.1. This screening is only for children / teenagers with autistic spectrum disorder and their families. A parent / carer must attend – though are not free of charge however CEA cards can be used on these screenings.

4.3.2. Nobody can attend that is not accompanying someone with autistic spectrum disorder.

## **5. DEFINITIONS**

5.1. You must not smoke inside of our premises.

## **6. GENERAL**

6.1. Mobile phones must be switched off before you enter the auditorium. You must not take or make calls inside the auditorium, or use your phone in any other way, as the light distracts other customers just as much as the sound. Anyone found using a phone during a film may be asked to leave and will not be issued a refund.

6.2. 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.

6.3. 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 Booking Fee charged. We are unable to take responsibility for programme information advertised by third parties.

6.4. 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.

6.5. Tickets can only be refunded up to one hour in advance of the advertised start time of the programme. No refunds will be made once this hour has passed. In circumstances where there has been a fault on The Dome Cinema's part that affects customer's booking a refund or complimentary ticket may be applicable. Refunds will only be given on production of an untorn ticket or if a pre-booked ticket has not been collected. The Booking Fee will only be refunded by The Dome Cinema where it is determined that an error has been made in your ticket booking or card processing that is the fault of The Dome Cinema. A refund of the Booking Fee will not be made in any other circumstances.

6.5.1. For the first film of the day in each screen, refunds must be obtained by the close of business the day before. As we cannot always answer the phone during busy periods, it is the responsibility of the customer to leave enough time so as to contact us – we cannot be responsible for the refund deadline being missed due to being unable to answer phones.

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 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.

6.8. 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.

6.9. We accept no responsibility for any personal property that is brought to a cinema.

6.10. 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 are under the influence of drugs or are inebriated
- 7.1.5. otherwise breach these Terms.

## **8. WEBSITE - TERMS OF USE**

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

## **9. ONLINE TICKET PURCHASE**

9.1. Tickets for films and events at our cinemas 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. You agree to pay the price as displayed at the time, regardless of whether prices may vary after you have booked tickets.

9.2. A confirmation booking reference will be displayed on your screen and emailed to you. To make this service easier for yourselves and us, please ensure the email address entered by yourself is correct, as it cannot be amended.

9.3. A Booking Fee of £0.40 per ticket will be payable separately by you to The Dome Cinema, Worthing. This Booking Fee is in consideration of The Dome Cinema’s 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 Dome Cinema, in addition to the price you pay to us for your cinema ticket.

9.4. 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 Booking Fee. Once this confirmation has been sent, the ticket price may be refunded but only in accordance with Clause 6. Once a booking is confirmed the Booking Fee is non-refundable.

9.5. 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.

9.6. 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.

9.7. Bookings made on the Website are encrypted for security. However, you acknowledge that the Internet is not entirely secure and whilst we and The Dome Cinema 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.

9.8. 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.

## **10. CUSTOMER SERVICE**

10.1. Should you wish to contact us, please email [office@domeonline.co.uk](mailto:office@domeonline.co.uk) or through the contact form on this website. Alternatively you can phone our box office / general information line on 01903 823112

## **11. JURISDICTION**

11.1. This agreement shall be governed by, construed and enforced in accordance with the laws of England. Any action you or we bring to enforce this agreement shall only be brought in the courts of England and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions

Correct and amended as of 03/01/18