



1. INTERPRETATION

1.1 In these Terms and Conditions (“**Terms**”), all capitalised terms not otherwise defined herein shall have the meaning given to them in the Booking Form.

1.2 This Agreement is made up of the Booking Form and these Terms and Conditions of Venue Hire (“**Agreement**”). If the Event is to be held at a Cineworld Cinema in the UK or Jersey, the Agreement will be with Cineworld Cinemas Limited, a company registered in England and Wales under company number 01915767.

If the Event is to be held at a Cineworld Cinema in the Republic of Ireland, the Agreement will be with Adelphi Carlton Limited (trading as Cineworld Cinemas), a company registered in the Republic of Ireland under company number 07640

1.3 This Agreement cannot be changed or modified without Cineworld's express and written consent.

2. CONFIRMATION

2.1 All bookings are considered provisional, and no contract shall be formed, until the Agreement is signed by both the Customer and Cineworld and shall be subject to Cineworld financial approval.

2.2 The signed Agreement must be returned by the Customer to Cineworld within seven days of the date of issue. If the Agreement is not received by Cineworld within this period, Cineworld reserves the right to release the provisional booking and re-let the Venue.

3. CHARGES AND PAYMENT

3.1 The Customer agrees to pay 100% of Total Charges upon signature of this contract and receipt of a valid invoice.

3.2 The remaining amount of the Charges (together with the costs for any goods, services, food or beverages supplied during the Event which are in addition to the items listed on the Booking Form, including but not limited to 3D glasses, such items to be charged at the then current standard Cineworld rates on the day of the event.

Cineworld may raise further invoices to cover any additional items upon request and subject to approval

3.3 Unless otherwise specified, all amounts quoted shall be exclusive of VAT [GST in Jersey]. VAT [GST in Jersey] shall be payable by the Customer.

3.4 Overtime charges will be due and calculated on a pro-rata basis of the total event fees due for event that runs later than the agreed event times. These will be charged in units of 30 minutes.

4. CHANGES AND CANCELLATION

4.1 Please note that moving the date or time of an Event may incur additional costs and charges. Cineworld will do their best to accommodate any requested changes but if a suitable alternative cannot be found the Event will be cancelled and no refund given. The Event date and / or time can not be amended within 14 days prior to the Event taking place.

4.2 The Customer may cancel the Event in writing, subject to clauses 4.3, 4.4, 4.5 and 4.6:

4.3 If the Customer cancels the Event up to 3 months before the Event, then the Customer shall be liable to Cineworld for 50% of the Total Charges. The remaining 50% of the pre-paid Total Charges will be refunded to the Customer.

4.4 If the Customer cancels the Event less than 3 months, but on or before 1 month prior to the Event, then the Customer will be liable for 75% of the Total Charges. The remaining 25% of the pre-paid Total Charges will be refunded to the Customer.

4.5 If the Customer cancels the Event on or after 1 month before the Event, then the Customer will be liable for the full amount (Total Charges), together with any unavoidable costs, and shall be liable to Cineworld for all unpaid sums.

4.6 The Customer acknowledges and agrees that it is responsible for obtaining insurance to cover any loss of Charges and other sums paid or payable pursuant to clauses 4.3, 4.4, and 4.5 and that such charges are a reasonable estimate of the loss suffered by Cineworld as a result of cancellation at such times.

4.7 If for any reason beyond the control of Cineworld, it is unable to make either the cinema or the particular area of the cinema being requested available for the Event or provide the Film (if any) and no reasonable alternative can be supplied by Cineworld, Cineworld shall refund to the Customer all monies already paid by the Customer and neither party shall be under any further obligation to the other.

4.8 The cinema and/or area of the cinema identified on the Booking Form may be subject to late change or alteration by Cineworld, to one having as a minimum the same number of seats or capacity, for operational reasons. Cineworld, to one having as a minimum the same number of seats or capacity, for operational reasons.

5. PREFERRED SUPPLIERS

5.1 All Additional Services, Catering Services and Audio-Visual Services shall be provided by Cineworld through its preferred contractors (“**Preferred Suppliers**”), unless Cineworld approves Providers (as defined in clause 6.1) in accordance with clause 6.

6. USE OF THIRD PARTY SERVICE PROVIDERS

6.1 If the Customer does not wish to use the Preferred Suppliers, it shall provide Cineworld with details of all third party service providers it wishes to use in relation to the Event (the “**Providers**”) at least 21 days prior to the Event.

6.2 Cineworld reserves the right to withhold consent to the use of the Providers at the Event or in the Venue at its sole discretion. If Cineworld does not give written approval, the Providers may not be used.

6.3 If Cineworld consents to the use of the Providers, the Customer shall ensure that any such Provider shall:

- (i) comply with all applicable laws and regulations in relation to the provision of services at the Venue including, without limitation, by performing a full health and safety risk assessment (unless the Provider is a Preferred Supplier of Cineworld);
- (ii) comply with any reasonable instructions or directions given by Cineworld during such time as the Provider is at the Cinema;
- (iii) comply with the terms of the Agreement, as if it were a party to it;
- (iv) not interfere with the operation of the cinema in any way;
- (v) leave the cinema as they find it including, but not limited to, removing any rubbish and leaving it in a clean and tidy state; and
- (vi) take out and maintain such insurance cover (including but not limited to public liability insurance), with a reputable provider, as is necessary to cover all liabilities of the Provider and as would be reasonably expected of a prudent supplier of similar services.

7. ENTRY POLICY

7.1 Admission to any cinema is subject to the "Terms of Entry" available at www.cineworld.co.uk/terms/in-cinema. Customer shall comply with and ensure that its staff and any other person invited to attend the Event ("**Customer's Guests**") also comply with these terms.

(i) Number of Attendees: The number of attendees at the Event must not exceed the seating capacity of the Venue under any circumstances;

(ii) Disruptive Behaviour: Disruptive, antisocial or violent behaviour by Customer's Guests directed toward other customers or Cineworld Disruptive, antisocial or violent behaviour by Customer's Guests directed toward other customers or Cineworld staff members will result in the offending Customer's Guests being required to leave the cinema immediately without the Customer being entitled to a refund. What constitutes disruptive, antisocial or violent behaviour shall be determined at the sole discretion of the Cineworld Duty Manager and includes both physical and verbal abuse.

(iii) Alcohol and Food Policy: No alcohol, hot food (or soft drink) may be brought onto the premises. Only hot food and (drinks) purchased from Cineworld or supplied by Preferred Suppliers or Providers approved by Cineworld may be consumed in the Venue. Alcohol may only be purchased and consumed in Cineworld licensed bar areas or in licensed screens and licensing laws will be strictly enforced.

(iv) Piracy: If Cineworld is screening a Film for the Customer, the Customer shall not, and shall ensure that no Customer's Guests shall, bring any form of recording or copying equipment (in whatever medium) into the Venue. Any such equipment may be confiscated by the Cineworld Duty Manager. The Customer is reminded that it is a serious criminal offence to copy or attempt to copy any Film, soundtrack or other copyright protected material shown in the auditorium and under the law, any person found in contravention will be liable on conviction to an unlimited fine and imprisonment of up to 10 years.

(vi) The Customer shall ensure that all Customer's Guests are legally entitled to see any Film being shown, based on their age.

(vii) Cineworld reserves the right to refuse the entry onto its premises of any person who is believed to be intoxicated and may require any Customer's Guests who it reasonably considers to be intoxicated to leave the Cinema immediately.

7.2 In order to comply with applicable health and safety legislation, Customer's Guests must at all times remain within the Venue and the public areas of the Cinema and must not obstruct the aisles or any fire escape routes with personal belongings. No signs or notices may be displayed at the Venue without the express written consent of Cineworld.

7.3 Customer's Guests must keep their personal belongings with them at all times. Cineworld accepts no responsibility for the loss, theft, alteration or damage to any personal items brought into the Cinema.

7.4 No audio-visual or other technical equipment may be brought to the Venue by the Customer or any Customer's Guests except with the express written consent of Cineworld.

7.5 In addition to its other rights, in the event that any Customer's Guests breach any of the terms of this clause 7, Cineworld reserves the right to take such action as is necessary to prevent a reoccurrence of such breach (including recovering any reasonable costs incurred).

8. GAMING

8.1 Customers must bring their own console, controllers and games. No equipment will be provided by the cinema.

8.2 The owner(s) of the console, controllers and games brings these entirely at their own risk and take full responsibility for the use of their property by the other participants. Cineworld shall not be liable for any loss or damage to their property.

8.3 All guests must be over the age of 8. All guests must be age appropriate for the age classification of the game being played on screen. The manager's decision is final and no refund will be given. Any groups that include a child under the age of 18 must be accompanied by an appropriate adult. Any group that consists of children under the age of 16 must have a minimum of two (2) supervising adults. The maximum group size for under 16s is sixteen (16) participants, any further participants will require further supervising adults to the ratio of 1 adult per 8 children.

9. BIRTHDAY PARTIES

9.1 Where Cineworld is providing the Birthday Cake it is the customer's responsibility to ensure that all guests are made aware of the cake ingredients (website link) and to advise their guests in case of any food allergies.

10. SCHOOL BOOKINGS

10.1. Normal start time for screenings is between 9.00am and 11.00am on weekdays except school holidays, please speak to your local cinema to confirm your preferred time. Applies to all cinemas except Cineworld Cinemas at Leicester Square.

10.2 Blockbusters will not be included in this discounted ticket offer for schools for a period of 2 weeks after the release of such Blockbusters.

10.3 Minimum group sizes for school bookings apply as there is a minimum hire charge of £250.

10.4 Movies for Juniors films are only available at Movies for Juniors sites (94 out of 99 sites). These films can also be hired in at the other 5 sites, subject to a minimum group size of 150 people.

11. CUSTOMER WARRANTIES

The Customer warrants and undertakes to Cineworld:

11.1 That it will not distribute any tickets for the Event (if any) through any agency or broker without the prior written consent of Cineworld. In the case of a Film screening, all artwork, Film photos/stills, images, logos (whether Cineworld's or any 3rd party's) or other intellectual property relating to the Film will only be used in connection with the Event (for example, posters, tickets), and only with the express written consent of the rights owner concerned, and shall not contain;

- i. anything that is obscene, discriminatory, blasphemous, defamatory or libellous under any applicable laws and will not directly refer to, promote or support any political party; and
- ii. will not promote or incite racial or religious hatred or any other form of hatred, violence, aggression or discrimination.

11.2 That any profit from the Event shall be used entirely for the benefit of the Customer and shall not be paid to or used by any other person, firm, company or society whatsoever.

11.3 That it will not advertise the sale of any tickets in any way through any medium without the prior written consent of Cineworld.

11.4 That it shall bring the terms of clause 7 (Entry Policy) to the attention of Customer's Guests and ensure that all Customer's Guests comply with such terms.

11.5 To indemnify Cineworld from and against any loss, damage, costs or expense incurred by Cineworld as a result of any breach of this Agreement and for any loss of or damage to the physical property of Cineworld, arising out of or in connection with the Event, including where caused by any Customer Guest or Provider.

11.6 To acknowledge that Cineworld shall have the same rights and powers over and in respect of Customer's Guests or other personnel entering the Venue during the Event (whether bona fide ticket holders or not) as Cineworld has over and in respect of persons in or entering the Cinema during performances for which Cineworld sells tickets directly to the public.

11.7. That it will not use, photograph, film at the Venue or otherwise record Cineworld's names, signs, insignia or those of any 3rd parties, unless express written approval has been obtained for such use.

11.8. That it will ensure that it does not interfere or obstruct the operation of Cineworld's business at the Venue in any way.

11.9 That it will obtain and maintain insurance as is required by Cineworld and as is necessary to cover its liabilities under the Agreement, including but not limited to;

11.9.1 adequate insurance cover in respect of public liability to cover injury and loss to persons entering the Venue during the Event;

11.9.2 adequate insurance to cover damage and loss to the Venue and its contents, and for Cineworld's Audio Equipment stored at the Venue. On request the Customer will provide reasonable proof of all insurances referred to in clause 4.5 and as and when as required in this clause 11.9.

11.10 That it will leave the Venue in a reasonable condition. Cleaning will be undertaken by Cineworld, however physical damage to the Cinema (including fixtures and fittings) and costs incurred for the removal of excess rubbish caused by the Event or any Customer's Guests will be charged to the Customer and all such invoices shall be payable within 30 days.

12. USAGE RIGHTS

12.1 The Customer acknowledges and agrees that it shall be responsible for obtaining and paying for any and all rights, licences, consents or permits or BBFC/IFCO certifications necessary for the publication, display or performance of any Film, art, music, television or radio show, or any other works at the Event.

12.2 The Customer hereby indemnifies, and shall keep indemnified, Cineworld against any and all costs, damages, losses or expenses (including legal expenses) suffered or incurred by Cineworld as a result of the Customer's breach of, or delay in complying with, clause 12.1.

13. LIABILITY

13.1 In addition to Cineworld's other rights, in the event that the Customer breaches any of this Agreement, Cineworld reserves the right to take such action as it sees fit or is necessary to prevent such breach re-occurring (including recovery of any sums owed to Customer).

13.2 Cineworld will not be liable or responsible for any failure to perform or delay in performance or inability to provide the Venue or Additional Services, Catering Services or Audio-Visual Services for the Event, that is caused by events outside its reasonable control ("**Force Majeure Event**"), including without limitation any strikes, lock-outs or other industrial action; fire, explosion; adverse weather, snow fall, ice, storm, flood, earthquake, or other natural disaster; disruption to or failure of public or private telecommunications networks or utility supplies; closure or limited access to cinemas on the grounds of Cineworld's reasonable health and safety concerns.

13.3 Subject to clauses 13.4 and 13.5, Cineworld's liability to the Customer arising out of or in connection with the Agreement, and whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the lesser of £5,000 or the total sums payable under this Agreement.

13.4 Cineworld will not in any event have any liability arising out of or in connection with the Agreement, the Cinema, provision of the Venue or the Additional Requirements, Catering Requirements or Audio-Visual Requirements for: (a) any loss of profit, revenue, business, anticipated savings, contract, goodwill, or other financial or economic loss or damage; (b) any loss of or damage to physical possessions of Visitors or the Customer or Customer's Guests, except where caused by Cineworld's negligence; or (c) any indirect or consequential loss or damage.

13.5 The parties agree that the limitations and exclusions of liability under this Agreement are reasonable in the circumstances.

13.6 Cineworld does not exclude or restrict its liability for fraud, for death or personal injury resulting from its negligence or that of its agents, or for any other liability that it cannot restrict or exclude by law, and nothing in this Agreement shall operate to exclude, restrict or limit this liability.

14. GENERAL

14.1 The Agreement and any disputes arising out of or in connection with it (including non-contractual disputes) are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales, unless the Event takes place in Scotland or Ireland in which case the relevant law will apply and the Customer can choose to take action against Cineworld in the local courts.

14.2 Cineworld reserves the right to amend these Terms from time to time on prior written notice but will not accept amendments to the conditions.

14.3 The Customer shall not be entitled to transfer any of its rights or obligations under the Agreement to a third party without Cineworld's prior written consent. Cineworld can transfer all or any part of its rights or obligations under the Agreement to a third party.

14.4 If any part of the Agreement is held to be invalid or unenforceable by any court or other competent body, the validity of the rest of the Agreement will not be affected.