

## **CHUMS outdoor Cinema Terms and Conditions**

This event takes place at an outdoor location. Events are not cancelled in the event of rain and tickets cannot be refunded in the event of poor weather or non-attendance. We advise all guests to dress for the forecast weather and to provide an email that can be accessed at home as well as work so that we can keep in touch about your event. If the event is cancelled by us we will give you the option of a refund (minus the booking fee) or a donation to CHUMS Charity.

Full terms and conditions:

1. **Contract:** By purchasing a ticket through this our ticket provider account, you agree to these terms and conditions of sale. CHUMS reserves the right to make alterations to the programme of events at any time and without notification.
2. **Amendments to Terms:** CHUMS may revise these terms and conditions at any time and update this information. You should therefore verify this page regularly and review the full terms and conditions when making a booking. Your continued action of purchasing tickets constitutes your agreement to these terms and conditions as amended.
3. **Payment:** Tickets are offered subject to availability. All prices displayed on the website or on our Facebook site are subject to change at any time and without notification. Tickets can be purchased in advance which connects the user to the ticket provider's website:  
[www.ticketsource.co.uk](http://www.ticketsource.co.uk).
4. **Cancellation:** Events will not be cancelled in the event of poor or inclement weather. In the event that is necessary for us to cancel an event we will notify guests using the email used to book the tickets and post a notification on our website or via social media or by a combination of the above. CHUMS will not held be liable for any incidental costs that occur as a result of cancellation including but not exclusive to costs relating to: travel, hotel, restaurants or food and drink purchases. CHUMS reserves the right to cancel events for any reason.
5. **Tickets and Refunds:** Tickets are emailed to guests. We cannot guarantee entry without the original purchase reference number and printed e-ticket. A charge may apply for replacement tickets. CHUMS reserves the right to ask for identification of an individual and admission to an event may be withheld at the charity's discretion. No refund will be due. The charity does not accept responsibility for any losses incurred as a consequence of using TicketSource for any booking transaction. Tickets are sold for use by the buyer only (and their party) and are not for resale for commercial gain by the holder. We reserve the right to cancel tickets and refuse entry where this condition is breached, or where we have reason to suspect there is a breach. Refunds are only available in the event of a total cancellation where the event cannot be rescheduled and where the transfer of tickets to other events is not possible. Refunds cannot be authorised by event staff and all enquiries should be directed to the Event Manager, Anna Bunney at

anna.bunney@chums.uk.com. All refunds must be requested to the Event manager within 14 days of the cancelled event, otherwise we will assume a donation to CHUMS Charity. Refunds will be refunded to the card with which the payment was made.

## 6. Regulations

1. **Children:** Children cannot be admitted to any film where they are under the age of the BBFC rating. Refunds will not be given in the event that a child or group are refused entry due to their age. Parents or carers are responsible for their child at all times and are expected to show consideration for other guests at the event. CHUMS reserves the right to exclude guests from the event if there are health and safety reasons, or if they are causing a disturbance to others.
2. **Site Safety:** Events take place in the open air and frequently on soft grassed areas. Staff are available to assist guests in the event that you need to leave before the lights are switched on. In the event of an emergency, the Event Manager may make the decision to pause the film to allow an incident to be resolved. No animals are permitted within the designated event area under the control of CHUMS, except trained and approved service dogs.
3. **Weather:** Unless specified at the point of purchase all CHUMS events are held outdoors. Rain, temperature or low winds will not be considered a valid reason for cancellation unless they are considered to be a safety risk to guests, staff, or equipment. CHUMS does not provide cover for guests in the event of rain. Guests should always dress with the weather and time of year in mind. Guests who are unable to attend or who choose not to attend an event because of predicted or actual weather are not eligible for a refund if the event goes ahead. CHUMS will not be held responsible for any damage or loss of guests' property howsoever caused.
4. **Alcohol and drugs:** Alcohol can only be purchased onsite and you cannot bring in your own alcohol. We reserve the right to request a search of customers' bags and prevent the admission of guests carrying alcohol or suspected of carrying alcohol. Guests that become inebriated may be asked to leave the event and premises. Anyone suspected of taking or being under the influence of illegal drugs or legal highs will not be admitted and/or will be removed from the venue.
5. **Prohibited items:** The use of your own music system including mobile phones, laptops and tablets is not allowed within the designated event area during the event period. No fires or barbecues are permitted on the event site.

7. **Guests' property:** Vehicles and guests' property are brought on to the event site at your own risk. CHUMS does not accept responsibility for any loss, damage or theft of any item. CHUMS will not be held responsible for any damage or loss of guests' property howsoever caused.
8. **Marketing:** Marketing emails will only be sent to individuals who have specifically given their permission to receive such offers. All customers have the choice to opt-in for marketing emails and other communications at any time. Our mailing lists and customer information is not for sale and is never passed to any third party. We do not hold any payment information about credit cards or transactions. We reserve the right to contact all guests with event specific information in order to fulfil our contractual and business obligations in line with the Data Protection Act. We reserve the right to use any social media postings for promotional use of CHUMS in any form or media. We reserve the right to take photographs at our events and use them for our business purposes. If you believe this may impact your right to privacy you should contact us, see below details. Professional photographers must seek written permission from CHUMS prior to attending one of our events, if intending to take photographs or to use any cameras/recording equipment.
9. **Copyright:** It is illegal to copy or film copyrighted material including but not exclusive to the main feature film, any previews and any music played. We reserve the right to remove any guest suspected of copying material using any device.
10. **Confidentiality:** Your personal information will be handled with the upmost confidence. CHUMS adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner. All personal and sensitive information that you send to us or forms part of our communications, will be kept confidential and will not be given to any unauthorised third parties except as required by law.
11. **Data Protection:** The use of personal information supplied to us is governed by CHUMS' "Data Protection Policy". We keep all data in our secured systems and will act to keep it secure in accordance with the Data Protection Act 1998 and GDPR (to be implemented 25<sup>th</sup> May 2018). Your personal information is not given to any third party unless express permission is given by the individual or as required by law. Any client testimonials or quotes will only be used on the website or other marketing material with the express permission of the individual. Under Data Protection legislation all individuals have the right to access their personal data and when processing data on your behalf we will comply with the provisions of the Data Protection Act 1998 and subsequent legislation as enacted.
12. **Disclaimer:** CHUMS will not be liable if for any reason this website is unavailable for any period. Access to the site may be suspended temporarily or permanently at any time and without notice. CHUMS makes no guarantee of any specific result from use of this site. CHUMS disclaims any

and all liability for the acts, omissions and conduct of any third party users. We do not guarantee that our site is secure or free from any worm or viruses. You must not transmit any worms or viruses or any code of a destructive nature either onto the website or using the website in any capacity. We will not be liable for any damages of any kind arising from the use of the website, including without limitation, direct, indirect, incidental and punitive and consequential damage.

13. **Legal Liability:** CHUMS takes every effort to ensure that information contained on our website is accurate. However, no liability is accepted arising from reliance upon information contained on these pages or any other information accessed via this website. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. As required by law, our liability is not limited in the event of death or personal injury caused by our negligence or in relation to fraud or fraudulent misrepresentation.
14. **Links to Other Websites:** In order to book tickets for CHUMS events you may be connected to a third party website, TicketSource ([www.ticketsource.co.uk](http://www.ticketsource.co.uk)) who process ticketing transactions on our behalf. We do not hold details of your payment or transaction. CHUMS is not responsible for the contents or reliability of the links to any other websites and does not endorse the views expressed in connection with them. We cannot guarantee that these links will work all the time and have no control over the availability of linked pages. You can view the terms and conditions for TicketSource at <https://www.ticketsource.co.uk/kb/terms-of-use/terms-and-conditions>; and their privacy statement at <https://www.ticketsource.co.uk/kb/terms-of-use/privacy-policy>. You can access the terms and conditions and privacy policy for Facebook at <https://www.facebook.com/policies>
15. **Force Majeure:** While every effort will be made by the Charity to fulfil your order, where accepted, the full performance of this contract is subject to variation or cancellation by the Charity consequent upon an act of God, war, strikes, riots, lock-outs or other labour disturbances, fire, flood, restrictions of the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any other cause beyond the control of the Charity. In the case of extreme bad weather conditions, the Charity reserves the right to cancel the event and offer an alternative date or film screening.
16. **No Waiver:** No failure or delay by CHUMS in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver of a breach of any provision of the terms and conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
17. **Severance:** If one or more of the provisions of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of these terms and conditions and shall remain enforceable.

18. **No Partnership:** Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship other than the contractual relationship expressly provided for in these terms and conditions.
19. **Third Parties:** No part of these terms and conditions shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
20. **Contact:** CHUMS – Friends of CHUMS (CHUMS Charity), Community and Events Fundraising Manager, Enterprise Centre, Wrest Park, Silsoe, Beds, MK45 4HS. 01525 863924.  
[info@chums.uk.com](mailto:info@chums.uk.com)
21. **Jurisdiction and Governing Law:** These terms & conditions and all disputes, whether contractual or otherwise, arising out of or in connection with them are governed by and shall be construed in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the English courts.

These terms and conditions were last updated on: 11<sup>th</sup> April 2018