

OPEN AIR CINEMA AT PAINSHILL

Terms & Conditions for Event Tickets

About Us

Painshill Park Trust Ltd. is the trading name of Painshill of Portsmouth Road, Cobham, Surrey KT11 1JE, a registered charity (284944) and a limited company registered in England (1587910). We own the website www.painshill.co.uk. These terms and conditions apply to the purchase of tickets from Painshill and forms part of a contractual agreement with us. In addition to these terms and conditions, our Privacy Policy, Cookies Policy and Terms of Use apply to the purchase of tickets.

Definitions

In these terms and conditions, the following words will be given these meanings:

‘Company’ refers to Painshill Park Trust Ltd and also referred to as ‘Us’ or ‘We’;

‘Event’ refers to a film screening arranged by Painshill Park Trust Ltd, which is ticketed entry only

‘Site’ refers to the location where the event is being held

‘Ticket provider’ refers to a third party used for to process bookings and payment transactions, namely ‘Worldpay’ for payments

Interpretation

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa. The headings contained in these terms and conditions are for convenience only and do not affect their interpretation. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

Contract

By purchasing a ticket through this website or by using our Facebook account, you agree to these terms and conditions of sale as stated in clause 1. Painshill reserves the right to make alterations to the programme of events at any time and without notification.

Amendments to Terms

Painshill 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 use of the website constitutes your agreement to these terms and conditions as amended.

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 via the ‘BOOK ONLINE’ button on our website, which connects the user to the ticket provider’s website, <https://shop.myonlinebooking.co.uk/>

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. Painshill will not be held 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. Painshill reserves the right to cancel events for any reason. In the event of equipment failure, we may use alternative technology to screen the film, which may include the use of a substitute screen.

Tickets and Refunds

Tickets are emailed to guests. A booking confirmation email will be sent at the time of booking and this booking confirmation email serves as the ticket for this event. We do not post tickets or booking confirmations. We cannot guarantee entry without the original purchase reference number and e-ticket. A charge may apply for replacement tickets. Painshill reserves the right to ask for identification of an individual and admission to an event may be withheld at the company's discretion. No refund will be due. 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 emailed to info@painshill.co.uk. All refunds made via the website will be made within 14 days of the cancelled event to the card with which the payment was made.

Regulations

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. Painshill reserve the right to exclude guests from the event if there are health and safety reasons, or if they are causing a disturbance to others.

Site

Safety Events take place in the open air and on soft grassed areas. During the showing of a film all external lights will be extinguished until the end of the film screening. 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 Painshill, except trained and approved service dogs.

Weather

Unless specified at the point of purchase these 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. Painshill 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. Painshill will not be held responsible for any damage or loss of guests' property howsoever caused.

Alcohol and drugs

No alcohol is allowed to be brought onto the site at Painshill. Painshill reserves 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 under the influence of illegal drugs or legal highs will not be admitted and/or will be removed from the venue.

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.

Guests property

Vehicles and guests' property are brought on to the event site at your own risk. Painshill does not accept responsibility for any loss, damage or theft of any item. Painshill will not be held responsible for any damage or loss of guests' property howsoever caused.

Discount codes, competitions and offers

Discount codes are made available periodically and can be withdrawn by Painshill at any time. Discount codes cannot be used in conjunction with any other offers or applied retrospectively. Possession of a discount code does not guarantee availability or validity of any particular code. Painshill reserves the right to determine the validity of a code and whether to accept its use. The sharing of discount codes without written permission of Painshill is prohibited and we reserve the right to cancel tickets purchased using harvested or shared codes. No cash alternatives apply in place of discounts, gifts or offers. We may withdraw or restrict the use of any codes at any time. Competition tickets remain the property of Painshill and can be withdrawn by Painshill at any time. The decision of Painshill in all competitions is final and no correspondence will be entered into.

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-out, or unsubscribe, from 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 Painshill 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 Painshill prior to attending one of our events, if intending to take photographs or use any cameras/recording equipment.

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.

Confidentiality

Your personal information will be handled with the upmost confidence. Painshill will adhere 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.

Data Protection

The use of personal information supplied to us is governed by Painshill's "Privacy Policy". We keep all data in our secured systems and will act to keep it secure in accordance with the Data Protection Act 2018. Your personal information is not given to any third party. 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 2018 and subsequent legislation as enacted.

Legal Liability

Painshill 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.

Force Majeure

While every effort will be made by the Company to fulfil your order, where accepted, the full performance of this contract is subject to variation or cancellation by the Company 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 Company. In the case of extreme bad weather conditions, the company reserves the right to cancel the event and offer an alternative date or film screening.

No Waiver

No failure or delay by Painshill 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.

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.

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.

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.

Contact: We can be contacted by email to info@painshill.co.uk or call 01932 868 113.

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: 13 March 2019