

Terms & Conditions for the hmvcurzon Cineaste membership (which includes Single, Joint and Concessionary)

1.

Definitions

In the **terms** and **conditions**, the following words have the meanings set out against them:

Agreement Date: the date the agreement is made, which is the date you sign the membership form;

Membership Agreement: the terms and conditions of The hmvcurzon Cineaste Membership and Card as stated within;

Initial Period: the initial period commencing on the agreement Date and continuing for 12 months. For example, if the Membership Agreement is made on 23 October 2009, the Initial Period will end on 22 October 2010 (initial period subject to offers);

Payer: the person who pays for the membership card;

Subscriber: a person to whom the hmvcurzon Cineaste Membership is issued once the Membership Application has been submitted to hmvcurzon;

Membership Department: the membership department of hmvcurzon who can be contacted at: Curzon Cinemas Ltd, 2nd Floor, 20-22 Stukeley Street, London, WC2B 5LR or via email at membership@curzoncinemas.com;

Membership Period: the period for which the hmvcurzon Cineaste Membership is valid as set out in clause 4; initially a period of no less than one year with the option to extend by Direct Debit after the first year. (when available)

Territory: the United Kingdom;

hmvcurzon: the current hmvcurzon - Wimbledon. New cinemas may be opened or closed without notice to the subscriber.

2. General

2.1

The **Conditions** apply to the Subscriber, Payer (of the hmvcurzon Cineaste Membership) and hmvcurzon (to the extent the same are applicable to it) agree to be legally bound by the

Conditions.

2.2

The Membership Agreement commences on the Agreement Date and continues unless and until the end of the Membership Period.

2.3

The terms of use apply to single, joint and concessionary membership.

2.3a

Single membership applies to one subscriber.

2.3b

Joint membership applies to two subscribers living at the same address.

3.

Terms of use of the hmvcurzon Cineaste Membership Card

3.1

The hmvcurzon Cineaste Membership Card will not be valid unless it is signed by the Subscriber at the place indicated on the card. The hmvcurzon Cineaste Membership Card is not transferable and only the Subscriber shall be entitled to use it.

3.2

The subscriber is entitled to use the hmvcurzon Cineaste Membership Card from the Agreement Date, for the duration of the **Membership Period**. Upon entering the Membership Agreement the Subscriber will be issued with the hmvcurzon Membership Card. The hmvcurzon Cineaste Membership Card will either be issued in person or posted to the Subscriber subject to the application being accepted.

3.3

The Subscriber recognises that the number and location of hmvcurzon may vary during the Membership Period due to cinemas opening and closing.

3.4

Subject to availability and the other provisions of the **Conditions**, a valid hmvcurzon Cineaste Membership Card entitles the Subscriber and a guest to a Discounted ticket to hmvcurzon every day of the week (subject to the hmvcurzon being open), for all films and public events other than private hire occasions, festivals, and events not open to the general public unless otherwise stated. The Subscriber acknowledges that all film showings are subject to normal restrictions in **terms of cinema**, age certifications, and that hmvcurzon's General **Terms** and **Conditions** apply. The Subscriber acknowledges that he or she has no preferential rights of access for any film or presentation. The Subscriber is not entitled to use The hmvcurzon Cineaste Membership Card in conjunction with any promotions offered by hmvcurzon unless otherwise stated.

3.5a

The hmvcurzon Cineaste Membership comes with two complimentary tickets. These can be used once for free access to any standard film screening at hmvcurzon only. They cannot be used on any other public events, private hire occasions, festivals, opera screenings and events not open to the general public unless otherwise stated. They are only valid for the initial subscription period and are not transferable.

3.5b

The subscriber is entitled to two complimentary tickets per hmvcurzon Cineaste Membership card issued with the subscription.

3.5c

hmvcurzon keep the right to withdraw or not issue the complimentary tickets if any of the Terms and Conditions, and the hmvcurzon General Terms and conditions are violated.

3.6

Access to hmvcurzon is granted to the Subscriber by the Subscriber showing the hmvcurzon Cineaste Membership Card, which is then passed through a magnetic scanner to check its validity. The box office at the cinema may require some additional form of identification. Upon presentation of the hmvcurzon Cineaste Membership Card, the Subscriber will be issued with a ticket for the chosen film and time, subject to availability. The hmvcurzon Cineaste Membership Card must be shown again when the **tickets** are checked before entering the relevant auditorium.

3.7a

The Subscriber may book his or her and guest tickets in advance by the means made available by hmvcuzon, and subject to availability. The subscriber is aware that not all means of booking (online, in person or via e-mail) may be available subject to the terms of the event.

3.7b

When the Subscriber has booked two tickets the subscriber must use one of the tickets. The Subscriber must accompany the guest into the screening when having booked two tickets. When the Subscriber has booked one ticket it can only be used by the Subscriber. The tickets booked by the Subscriber are not transferable.

3.8a

The card entitles the Subscriber to other benefits which are valid at the point of purchase. These are subject to change without hmvcuzon giving notice to the Subscriber.

3.8b

hmvcuzon Cineaste Membership may include benefits that involve other companies outside hmvcuzon. hmvcuzon are in no way liable or responsible for content or other information that comes from these outside parties.

4.

Subscription Period

The hmvcuzon Cineaste Membership Card shall be valid from the Agreement Date for the remaining term of this Agreement, which then runs from annually from the Agreement Date, for so long as annual payments are made, unless and until terminated by the Payer, the Subscriber or hmvcuzon in accordance with clause 8 or clause 9 (as the case may be).

5.

Right of Refusal

No application for a hmvcuzon Cineaste Membership Card by a potential Subscriber shall be deemed to be accepted by hmvcuzon unless and until confirmed in writing.

6.

Lost, Stolen or Defective Cards

6.1

The Subscriber must inform the Membership Department of hmvcuzon as soon as possible if his or her hmvcuzon Cineaste Membership Card is lost or stolen. If the subscription is paid by Direct Debit (when available), the amount of £10.00 will be debited directly from the Subscriber's bank account and the new hmvcuzon Cineaste Membership Card will be issued after such sum has been debited. If a Direct Debit is not in place in relation to the Subscriber's payment for the hmvcuzon Membership Card, the amount of £10.00 will be paid by debit or credit card. This represents the administrative fee incurred in producing and the cost of printing a new hmvcuzon Cineaste Membership Card.

6.2

If the card is defective, the Subscriber must return it to the hmvcuzon Membership Department of Curzon Cinemas at 2nd Floor, 20-22 Stukeley Street, London, WC2B 5LR. Curzon Cinemas' liability

in such cases is expressly limited to replacement of the defective hmvcurzton Cineaste Membership Card.

6.3

For the avoidance of doubt, no refunds will be given for cinema **tickets** purchased by the Subscriber between the date the card was lost or stolen or a replacement card was requested and the date the Subscriber receives his or her new card.

7.

Payment of Fees

7.1

The membership fee for the hmvcurzton Cineaste Membership Card for the Initial Period is the fixed amount then in force on the date the Membership Agreement is signed by the Subscriber.

7.2

The annual subscription fee is payable by Direct Debit (when available), from a nominated bank account. Or by cash, cheque, credit card or Debit Card. Curzon Cinemas reserve the right to offer alternative means of payment in the future, for example, payment using a credit card.

7.3

The subscription fee may be paid by a person other than the Subscriber (the "Payer"), but the Payer must be at least 18 years of age. The Payer may take responsibility for several subscriptions, and in each case shall ensure and be responsible for the Subscriber's compliance with the **Conditions**.

7.4

hmvcurzton may keep any subscription payments received in advance (in all cases without prejudice to any other remedies hmvcurzton may have).

For the annual Plan:

(a)

the annual subscription payment is payable by Direct Debit (when available), debit card, credit card, cash or cheque.

(b)

at least one month before the expiry of the twelve-month period the Membership Department will offer the Subscriber the opportunity to renew the subscription for the next year by Direct Debit, debit or credit card, or cheque.

7.5

If the subscription is continued after the Initial Period, the subscription fee will, if applicable, be the one current when the period expires. Any increase in the subscription fee will be notified to the Subscriber at least 28 days before the new rate comes into effect. If the hmvcurzton Cineaste Membership Card is paid for by Direct Debit, the Direct Debit amounts will, be adjusted corresponding to the increases in the subscription fee. There may be additional taxes and costs that are not paid through or imposed by us.

8.

Cancellation of the Membership by the Subscriber

8.1

During the Initial Period, the Subscriber may only cancel the subscription on legitimate grounds (for example, long stay in hospital etc) and any cancellation shall be at the discretion of hmvcurzton. If the Subscriber wishes to cancel the hmvcurzton Cineaste Membership Card for legitimate reasons

then the Subscriber should make a special application by post or via email to the Membership Department, stating the said grounds, and enclosing any necessary evidence. If this cancellation is accepted, it will only take effect after a notice period of one month has elapsed from the end of the month during which the request for cancellation was received by the Membership Department. If the request for cancellation on legitimate grounds is not accepted, the Subscriber may not cancel the subscription, and the subscription fee is payable for the whole of the Initial Period. Any interruption in payment of the subscription fee corresponding to this period will give the Membership Department the right to start proceedings to recover the subscription fee plus expenses incurred in its recovery. In the event of cancellation on legitimate grounds, the Subscriber may not re-subscribe until six months have elapsed from the end of the notice period.

8.2

After the Initial Period, the Subscriber must commit to Membership in yearly membership periods.

8.3

When a subscription is cancelled, the card will be de-activated at the end of the notice period and, if payment is made by Direct Debit, the debits will be stopped.

8.4

In all cases the Subscriber must return his or her card to the Membership Department within five working days from expiry of the relevant notice period. No refund of any excess may be made until the card has been returned.

9.

Cancellation of the Membership by hmvcurzon

9.1

The subscription may be cancelled by hmvcurzon immediately on the following grounds:

(a)

in the event of fraud in the registration, false declarations, or falsifications of the Subscription Agreement;

(b)

in the event of fraud in the use of the hmvcurzon Cineaste Membership Card;

(c)

in the event of an irregularity in payment: a first payment incident will mean that the card is de-activated until payment is received, but two irregularities in payment, whether consecutive or not, will result in the cancellation of the hmvcurzon Cineaste Membership Card by hmvcurzon;

(d)

failure to comply with the **Conditions**.

(e)

failure to comply with hmvcurzon Cineaste Membership General **Terms** and **Conditions**.

9.2

In the event of cancellation by hmvcurzon in accordance with clause 9.1, Curzon may keep any subscription payments that have been received in advance, in all cases without prejudice to any other remedies hmvcurzon may have.

9.3

In the event of a payment irregularity, the Subscriber must pay the administration expenses caused by the incident as charged by the applicable bank(s), and all the fees and expenses that hmvcurzon may incur to recover the amounts due.

9.4

In all cases cancellation will mean that the hmvcuzon Cineaste Membership Card is de-activated. The Subscriber must return his or her card to the Membership Department within five working days from notification of cancellation.

9.5

hmvcuzon will usually refuse any new subscription to a Subscriber whose subscription has already been cancelled in accordance with clause 9.1.

9.6

Subject to clause 9.7, hmvcuzon reserves the right to withdraw or suspend the hmvcuzon Cineaste Membership Card subscription arrangements at any time for any reason on not less than one month's notice in writing to the Subscriber. Any monies paid in advance by the Subscriber or the Payer which relate to the period after the notice period expires shall be repaid to the Subscriber or the Payer (as the case may be).

9.7

If due to any governmental or regulatory order, hmvcuzon must withdraw the hmvcuzon Cineaste Membership Card then the hmvcuzon Cineaste Membership Card will not be valid from the date notified to Subscribers (which may be no less than one month's notice) and any monies paid in advance by the Subscriber or the Payer which relate to the period after the notice period expires shall be repaid to the Subscriber or the Payer (as the case may be).

10.

Questions and Complaints

10.1

Any questions the Subscriber may have in relation to the hmvcuzon Cineaste Membership Card should be directed to the Membership Department, who are contactable at 2nd Floor, 20-22 Stukeley Street, London, WC2B 5LR or via email to membership@curzoncinemas.com

10.2

Any complaint or change in the Subscribers' circumstances must be made to the Membership Department on 020 7438 9549 or notified to the Membership Department in writing at 20-22 Stukeley Street, London, WC2B 5LR.

11.

Liability

11.1

Except as expressly provided in the **Conditions**, all warranties, **conditions** or other **terms** in favour of the Subscriber or the Payer implied by statute or common law are excluded to the fullest extent permitted by law.

11.2

Nothing in the **Conditions** is intended nor shall it be construed to limit hmvcuzon's liability for death or personal injury caused by its negligence.

11.3

hmvcuzon will in no circumstances be liable if one or several hmvcuzon are closed permanently or temporarily, for whatever reason or if a particular film is not available for whatever reason.

11.4

hmvcuzon shall not be liable to the Subscriber or the Payer in respect of any indirect or consequential damage, costs or expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the hmvcuzon Cineaste Membership Card.

11.5

hmvcurzon's liability to any Subscriber or Payer shall not exceed the amount paid by the Subscriber or the Payer under the Membership Agreement.

11.6

The Subscriber will be liable for any loss or damage he or she may cause at any hmvcurzon cinema.

12.

Information Provided

12.1

The Subscriber and the Payer must ensure that the information provided by the Subscriber ("Personal Information") is accurate and complete and all subscription details contain the correct name, address and other requested details.

12.2

The information collected by hmvcurzon from Subscribers or Payers in order to manage subscriptions to the hmvcurzon Cineaste Membership Card will be processed electronically. If the Subscriber or the Payer wishes to review or modify any part of the Personal Information kept by hmvcurzon in relation to the Subscriber or the Payer (as the case may be) then the Subscriber or the Payer should contact hmvcurzon in writing to the Membership Department, Curzon Cinemas, 2nd Floor, 20-22 Stukeley Street, London, WC2B 5LR, or via e-mail to membership@curzoncinemas.com

12.3

The following applies to any information provided to hmvcurzon by a Subscriber or Payer or potential Subscriber:

(a)

the Subscriber or Payer authorises hmvcurzon to use any information provided in the Membership Agreement to the extent reasonably necessary to provide the Subscriber with offers, products and/or services offered by hmvcurzon from time to time, and information relating thereto;

(b)

the Subscriber or Payer authorises hmvcurzon to use Personal Information to aggregate subscriber profiles;

(c)

hmvcurzon will not share any personal information with any other partner or partner organisation.

13.

Force Majeure

hmvcurzon shall not be liable to the Subscriber by reason of any failure or delay in performing any of hmvcurzon's obligations under the **Conditions** if the failure or delay was due to any cause beyond hmvcurzon's reasonable control. Without limitation, the following shall be regarded as causes beyond the reasonable control of hmvcurzon:

(a)

act of God, explosion, flood, tempest, fire or accident;

(b)

war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(c)

acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority;

(d)

strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of hmvcurzon or of a third party); or

(e)

power failure or breakdown in machinery or equipment.

14.

Invalidity/Unforceability

If any part of the **Conditions** is found by a court or any competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the **Conditions** which shall continue to be valid and enforceable to the fullest extent permitted by law.

15.

Governing Law and Jurisdiction

(a)

The agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with English law.

(b)

The courts of England and Wales have exclusive jurisdiction to settle and claim or dispute arising out of or in connection with the Agreement, its enforceability or its termination. The parties to the Agreement irrevocably submit to such jurisdiction and wave any objection to it on the ground of inconvenient forum or otherwise.

16.

Company Name

Curzon Cinemas Ltd.,
Est. 1934.
Registered in London,
Company Number: 283280,
VAT Registration Number: 888 5064 72

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HMV UK Ltd
Company Number: 805812