This agreement applies as between you, the User of this Web Site and FireFly Cinema Club, the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

# Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

|  |  |
| --- | --- |
| **“Content”** | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site; |
| **“FireFly Cinema Club”** | means Firefly Cinema Club Ltd of 26 Leyshon Way, Bryncethin, Bridgend, CF32 9AZ with Company No. 13047611; |
| **“Service”** | means collectively any online facilities, services or information that FireFly Cinema Club makes available through the Web Site either now or in the future; |
| **“System”** | means any online communications infrastructure that FireFly Cinema Club makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links; |
| **“User” / “Users”** | means any third party that accesses the Web Site and is not employed by FireFly Cinema Club and acting in the course of their employment; and |
| **“Web Site”** | means the website that you are currently using (www.fireflycinemaclub.co.uk). |

# Intellectual Property

All Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of FireFly Cinema Club, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by FireFly Cinema Club.

# Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of FireFly Cinema Club or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

# Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.fireflycinemaclub.co.uk without prior permission.

User Representations

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you are not under the age of 18; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Prohibited Uses

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this web site is not accurate, complete or current. The material on this web site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this web site is at your own risk.

This web site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this web site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Site Management

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms and Conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Price

The price of the Products and Services shall be the price listed in accepted order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by FireFly Cinema Club and the Customer.

FireFly Cinema Club reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to FireFly Cinema Club which is due to any factor beyond the control of FireFly Cinema Club (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give FireFly Cinema Club adequate information or instructions.

Except as otherwise stated under the terms of any accepted order or in any price list of FireFly Cinema Club , and unless otherwise agreed in writing between the Customer and FireFly Cinema Club , all prices are inclusive of FireFly Cinema Club 's charges for packaging and transport as specified in the accepted order.

Payment

All payments required to be made pursuant to this Agreement by the Customer shall be made immediately upon placing the order, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

# Refund Policy

We at FireFly Cinema Club aim to give you the best experience possible at all of our cinema events and strive to give the best of our product at all times. If your experience at one of our events is not to your satisfaction or you require to cancel your ticket less that a 7 days before the event our refund and cancelation policy is as follows:

We do not process our refunds or cancelations that are less than 7 days before the event through cash or card payments, instead your purchase will be added to a store credit to be used for another Cinema event at a later date. If we are forced to cancel the show you have booked (for example; lockdowns, harsh weather conditions, technical errors) you'll be moved to the next best date for the Film you have booked. if you cancel your spot at one of our events more than 7 days before the event itself you will be able to claim your refund through cash or card payment

Chargebacks

You agree to contact FireFly Cinema Club prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through FireFly Cinema Club , and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be.

# Privacy

For the purposes of applicable data protection legislation, FireFly Cinema Club will process any personal data you have provided to it in accordance Privacy Policy available on the FireFly Cinema Club website or on request from FireFly Cinema Club.

You agree that, if you have provided FireFly Cinema Club with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to FireFly Cinema Club and (2) that you have brought to the attention of any such third party the Privacy Notice available on the FireFly Cinema Club’s website or otherwise provided a copy of it to the third party. You agree to indemnify FireFly Cinema Club in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

# Disclaimers

FireFly Cinema Club makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

# Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

FireFly Cinema Club accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

# Limitation of Liability

To the maximum extent permitted by law, FireFly Cinema Club accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

Nothing in these terms and conditions excludes or restricts FireFly Cinema Club’s liability for death or personal injury resulting from any negligence or fraud on the part of FireFly Cinema Club.

Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

# No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

# Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

# Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by using our [contact form](https://www.fireflycinemaclub.co.uk/contact). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

# When you Visit us – Additional Terms

FireFly Cinema Club runs on limited spaces as an event to create memorable experiences for all. Once an event fills up, we stop advertising for it so it’s very important to us that our attendees make sure they have the time to go for the event as we reserve a space for them. You can cancel a spot for the outdoor cinema as long as it is fourteen days before the showcase. Any longer than this and we will still have to resume the space for yourself.

We will not tolerate any disruptive behaviour or drug abuse on site and may ask you to leave if we feel you are continuously shouting throughout the movie or purposely entering other people’s bubble or space. If we ask you to leave midway through the movie due to disruptive behaviour you will not be receiving any of the finance back for the tickets purchased. Please treat our outdoor cinema with respect.

Littering on site will also not be tolerated. If we see this, a staff member may need to give you a warning. After this warning, if you were to then litter again, we may ask you to leave. Again, we would not give any finance back if you were told to leave for this kind of behaviour.

If there is an issue with the night you can always email us by using the contact form on our website. Our main aim is to create memories and we can do this by putting these terms and conditions in place for the safety of everyone attending the event.

Due to the event a drive-in we are not liable of any potential car crashes or car damage during an event. You park, drive into the drive-in and leave the drive-in at your own risk.

The sound for the events is played through FM, so please make sure that your car is able to tune into FM stations, we will give you an FM frequency as you drive into the event, any issues please let us know either in advance or on the night to avoid disappointment.

# Law and Jurisdiction

These terms and conditions and the relationship between you and FireFly Cinema Club shall be governed by and construed in accordance with the Law of England and Wales and FireFly Cinema Club and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.