

Policy: Conditions of Entry and Ticketing Terms and Conditions

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Footscray Community Arts' Conditions of Entry have been developed to support the safe enjoyment of all entrants to Footscray Community Arts venues, premises, and outdoor areas. This includes visitors, guests, customers, artists, crew, contractors and employees, as well as visitors and guests of our tenants.

Our Ticketing Terms and Conditions are to support appropriate consumer protections when booking tickets to our venue.

1. Conditions of Entry

These Conditions of Entry are subject to change without notice and at the discretion of Footscray Community Arts.

- Patrons enter the venue at their own risk.
- To the maximum extent permitted by law, Footscray Community Arts is not responsible for any loss, damage, harm or injury arising from a customer's entry to the venue.
- Footscray Community Arts employees are empowered to use reasonable discretion in determining if the actions of any visitors pose a threat to the safety and enjoyment of others.
- We reserve the right to deny entry to, or remove any person from, the premises.
- You are required to follow the reasonable direction of our employees, as well as any signage and (where appropriate) our Ticketing Terms and Conditions in relation to your time on our premises.

Respectful Workplaces and Visitor Conduct

Footscray Community Arts strives to provide the best possible working environment for our team members and anyone who uses our venues. We expect all visitors to Footscray Community Arts to conduct themselves with respect and consideration for the safety and wellbeing of others.

It is a condition of entry to Footscray Community Arts that all visitors:

- Treat employees and others with respect at all times.

- Refrain from aggressive, bullying, or violent behaviours, including verbal or written abuse; from harassment, including sexual harassment; and from discrimination.
- Take personal responsibility to ensure their behaviour does not unreasonably interfere with employees' ability to carry out their duties, or with any person's ability to safely enjoy the premises or programs.

Right of refusal

Footscray Community Arts reserves the right to refuse admission to, or the removal of, an individual or group from our premises in the circumstances that the individual or group:

- Does not comply with the Conditions of Entry or the Ticketing Terms and Conditions.
- Does not follow the reasonable directions of Footscray Community Arts employees, as well as any signage, in relation to your use of the premises.
- Does not comply with reasonable directions in relation to any workplace health and safety protocols or requirements including but not limited to those related to Public Health measures.
- Does not hold a valid ticket to a ticketed event or performance.
- Engages in any action that can be deemed as dangerous, violent, discriminatory, involves the harassment of other individuals, or that unreasonably interferes with another's safe enjoyment of the premises.
- Displays signs of intoxication that may put the individual or other patrons at risk of harm or is in breach of Responsible Service of Alcohol guidelines.
- Causes intentional or negligent damage of property or premises.
- Engages in smoking, vaping or the consumption of alcohol outside of designated areas.
- Are found to be in possession of dangerous goods that may pose a risk to safety.

Use of Cameras and Recording Devices

- FCA reserves the right to prohibit the use of cameras and other recording devices in our venue and at our events. Where recording and photography is prohibited, this will be clearly signed.
- FCA reserves the right to request the deletion of any unauthorised photographs or digital or other footage.
- FCA reserves the right to record and photograph activities at our venue and during our events. By entering our premises, visitors consent to and authorise us to film, record or photograph them, and to reproduce recordings in any audio, video, or photographic display or other transmission, exhibition, publication or reproduction in any medium or context for any purpose without further authorisation by, or compensation or attribution. All recordings are our sole property and visitors release us from liability arising on account of such usage.
- Security cameras operate on the Premises and visitors acknowledge that they may be filmed when attending the Premises.

Feedback and Complaints

- All customers and visitors are encouraged to provide feedback on the services provided by FCA.
- To submit feedback or a complaint, email reception@footscrayarts.com, call 03 9362 8888, write to or visit us at 45 Moreland Street Footscray VIC 3011, or go to our website at footscrayarts.com/contact-us.

Footscray Community Arts may deny entry or remove you from the premises if you refuse to comply with these Conditions of Entry.

Further conditions may be exercised by any third parties hiring our venues and should be consulted directly in these circumstances.

2. Ticketing Terms and Conditions

These Ticketing Terms and Conditions are agreed upon by purchasing a ticket to any event at Footscray Community Arts.

By purchasing a ticket (whether paid or unpaid), you agree to these Terms and Conditions.

- Bookings are not guaranteed until full payment is made for a ticket via Footscray Community Arts or authorised sales channel.
- Donations made as part of bookings are non-refundable. You will be issued a tax receipt for your donation. Donations over \$2 are tax-deductable.
- Tickets cannot be transferred, refunded, or exchanged except as described below.
- Footscray Community Arts aims to offer accessible pricing. The full range of available prices will be clearly shown in the advertised event information and at the point of booking.
- Tickets over \$0 in value will attract booking and processing fees at checkout. Fees will be clearly shown at point of booking and available to review before you complete your purchase.

General Terms and Conditions

- By purchasing a ticket or other product through Footscray Community Arts (FCA) (including in person, online or over the phone) or through an authorised sales channel, you agree to comply with the terms and conditions.
- FCA's Conditions of Entry are incorporated into these terms and conditions and apply to your ticket.
- These terms and conditions incorporate the Live Performance Australia Code of Ticketing practice – Consumer Code (LPA Code), which sets out a code of conduct for the sale of tickets to live events including consumer rights. You can obtain a copy of the LPA Code at liveperformance.com.au.

- Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. For example, if your ticket is to a timed ticketed exhibition, your ticket will only be valid for your nominated session time.
- If your ticket is to an event presented by a third party in one of our venues, your ticket may be issued subject to special booking terms applicable to that event or presenter. To the extent that there is any inconsistency between them, these Terms and Conditions will prevail.

Amendments to Terms and Conditions

- FCA may update, replace or vary these Terms and Conditions at any time, including for specific events. Changes will be made effective by posting them on the FCA website.
- By making a purchase through FCA or an authorised sales channel, you agree to be bound by the Terms and Conditions that apply at the time of purchase.

Purchase of Tickets

- Tickets are valid only when purchased through the authorised FCA ticketing platform or in person at the FCA venue. FCA reserves the right to cancel and not refund any ticket it reasonably believes has been bought or sold by an unauthorised seller.
- Tickets that are purchased to an event presented by a third party are subject to the same conditions of purchase.
- In the case of an event cancellation, a refund will be provided to the original ticket purchaser. Donations made as part of ticket bookings will not be refunded.
- Tickets are non-transferable and must not be duplicated, copied, or otherwise tampered with.
- Tickets must not be on-sold at a premium, packaged with other goods or services, offered as a prize or otherwise used for advertising, promotional or commercial purposes, without the prior written permission of FCA. FCA may cancel tickets or refuse to accept orders which it believes are in breach of this condition or may be dealt with in breach of this condition and the bearer of the ticket may be refused admission to the ticketed event.

Digital Tickets

- Tickets will be issued to you in digital format if booked online or in person. You can present your ticket on your phone or printed at the venue.
- Do not buy digital tickets from unauthorised sellers. If you do so, you may be refused entry as your ticket will not be valid.

Pricing, Payment and Delivery of Tickets

- All prices are quoted in Australian dollars and are inclusive of GST (where applicable). Where GST applies, your ticket is a tax invoice.

- Tickets advertised at a particular price will be available at that price for a reasonable period of time and in reasonable quantities. FCA reserves the right to change the price of tickets in accordance with the LPA Code and Australian Consumer Law.
- Booking and processing fees will apply for all tickets over \$0. Fees will be listed on the booking page and applied to cart and can be reviewed at checkout.
- If the amount paid by you for your purchase is incorrect for any reason (including ticket price and fee amount where the error was due to an error in a price posted on the FCA website or otherwise communicated to you or human error or technical malfunction), FCA may cancel the order or the purchase and refund you the amount paid. Where the purchase was a ticket, FCA may offer you a replacement ticket to you at the correct price.
- Where a valid and current proof of concession (Concession Card) is required to access a ticket price, FCA reserves the right to cancel and refund any ticket purchased at that price for which a valid and current Concession Card is not shown.
- Delivery of tickets will only be made upon receipt of full payment. No bookings are confirmed until payment is made.

Privacy

- The handling and use of personal information is regulated by the Privacy Act 1988 (Cth) (Privacy Act). FCA takes all reasonable measures to ensure we comply with the Privacy Act when dealing with your personal information.
- Prior to making an online purchase, you may be required to register for a user account on our ticketing platform, and to nominate an email address and password for your account. You must maintain the confidentiality and security of your user account (including your password) and must not provide it to any other person.
- You are responsible for the use of the online purchase function and all transactions conducted using your account. If you become aware of any unauthorised use of your account, you should notify FCA immediately and reset your password.

Lost or Stolen Tickets

- Where tickets are lost, stolen, misplaced or damaged, FCA may charge an administration fee to issue replacement tickets and may require proof of identity and purchase prior to issuing a replacement ticket.

Companion Card Scheme

- FCA accepts valid Companion Cards.
- FCA will issue 1 (one) complimentary ticket with the purchase of a ticket using the Companion Card. The companion must sit in the nearest available seat to the cardholder to assist them during their visit.

- The use of a Companion Card is restricted to people who are unable to participate at a particular venue or event without attendant care support. Details of use are contained on the Companion Card website <https://www.companioncard.vic.gov.au/>.
- Only the person whose photograph and name appear on the card can use the Companion Card.
- A valid Companion Card or Companion Card number must be produced at the time of purchase, the point of ticket collection and/or on request to gain access to the Companion Card offer.
- The Companion complimentary ticket is not valid unless the cardholder is present at the event to which the ticket relates.
- The Companion complimentary ticket holder may be charged for the ticket if the requirements above are not met.
- To make Companion card bookings, please contact reception@footscrayarts.com and notify of the cardholder you will be supporting.

Event Changes and Information

- Particulars of an event may be changed without prior notice. Artists or performers may be added, withdrawn or substituted for specific performances. Wherever possible, FCA will advise consumers of event changes prior to the commencement of the performance, or at the event where prior notice is not possible.
- It is standard practice to use understudies where the principal performer is unavailable for contractual reasons, or reasons outside the presenter's control. You will be advised of the use of any understudies at the event.
- FCA will endeavour to disclose recommendations and warnings regarding adult content, haze, strobe, nudity, and other potentially concerning content to consumers. Advertising for events with adult themes will include information about the recommended age for ticket holders. This information will be available on our website for your review prior to purchasing tickets.
- For some events, the artist or presenter may make changes to the set, staging, lighting, or performance of the event that may impact visibility in some seating locations. FCA will advise wherever possible of any restricted viewing information prior to purchase.
- In any of the circumstances set out above, tickets will not be exchanged or refunded unless required by law (including Australian Consumer Law).

Exchanges and Refunds

- You will be entitled to a ticketing refund as provided for in the LPA Code or as required by law (including Australian Consumer Law).
- Provided that you purchased your ticket through FCA or from an authorised sales channel, circumstances where you are entitled to an exchange or refund include:
 - > Cancellation or rescheduling of the event resulting from Intervening Circumstances as outlined by the LPA Code;

- > Significant relocation of the event.
- You are not entitled to a refund in the following circumstances:
 - > Dissatisfaction with the event, its content, themes, delivery, or other artistic or intrinsic quality;
 - > Failure or inability to attend the event, including in the case of illness or injury that precludes your attendance at the event;
 - > Late arrival to the event;
 - > Refusal of entry to the event under the FCA Conditions of Entry;
 - > Use of an understudy;
 - > Lost/stolen tickets.
- You may be able to access an exchange for a ticketed event under certain circumstances. FCA reserves the right to refuse exchanges where permitted by the LPA Code or as required by law (including the Australian Consumer Law).
- Refunds will be processed using the original method of payment to the original person who made the booking. If the original method of payment was cash, a refund will be issued via cheque.
- Refunds will be limited to the face value of the ticket plus any service charges applied to the specific ticket purchase. Donations made with a ticket purchase will not be refunded.
- Unless required by law, FCA will not reimburse you for auxiliary expenses incurred in connection with your attendance or non-attendance at an event, including a cancelled, rescheduled or relocated event. Auxiliary expenses include, but are not limited to, the cost of travel, meals, car-parking, child-care and accommodation. You may wish to take out ticket and/or travel insurance for those expenses.

Children's Events and Minors

- Children who have not yet turned two years old will generally be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on an accompanying adult's lap for the duration of the event (note: this does not apply for programs that are specifically aimed towards children).
- Some events do require children under the age of two to be admitted with a ticket - particularly for performances and classes or workshops programmed specifically for this age group. If this is the case, this requirement will be clearly stated prior to purchase including on the event's webpage.
- Any person (regardless of age) interrupting the enjoyment of other visitors may be asked to leave an event and/or the venue.