

Ticket Sales Terms and Conditions

Laycock Street Theatre and the Peninsula Theatre



GOSFORD CITY COUNCIL TICKET SALES TERMS AND CONDITIONS

The terms and conditions are not and do not seek to be a binding legal document, and is not intended to be expressed in precise legal language. As such, the terms and conditions are to be interpreted in the spirit of providing customer protection and encouraging confidence in Gosford City Council events.

OBJECTIVES

The objectives of the terms and conditions are:

- a) to support a “best practice” delivery service from Gosford City Council;
- b) to ensure acceptance and consistency in compliance with these standards;
- c) to provide guidelines on the fair resolution of complaints;
- d) to provide customers with an understanding of the service standards to expect; and
- e) to protect Customers from unauthorised ticketing service providers and to ensure their rights of entry, service and refunds are protected.

TERMS AND CONDITIONS OF SALE AND ENTRY

Customers should agree to the Terms and Conditions of sale when purchasing tickets.

Online, Customers are required to indicate, prior to confirmation of payment, their acknowledgment and acceptance of the Terms and Conditions. These Terms and Conditions will be made available for customers to read.

By phone, Customers shall be advised of any specific Terms and Conditions by purchasing a ticket relating to the particular event with Council’s general Terms and Conditions made available upon request. General Terms and Conditions are available on Council’s Web site.

In person, Customers shall be advised of any specific Terms and Conditions of sale relating to the particular event verbally at the time of booking, with Council’s general Terms and Conditions being made available upon request. General Terms and Conditions are available on Council’s Web site.

- The Terms and Conditions of sale and entry (Terms and Conditions) set out the licence conditions applicable to a ticket.
- Agreement with the Terms and Conditions will be a condition of purchase. If a customer has indicated their agreement to the Terms and Conditions of sale then the customer will be bound by those Terms and Conditions.
- The availability of these Terms and Conditions will be communicated to customers at the point of sale.
- These Terms and Conditions remain in effect even when the person in possession of the ticket changes. The resale of a ticket does not nullify the Terms and Conditions of the original ticket sale.

- Any subsequent bearer of the ticket is bound by those Terms and Conditions.
- If a ticket's Terms and Conditions have not been complied with, tickets can be cancelled and a Customer is not entitled to a refund.

LOST, STOLEN, OR INVALID TICKETS

A Customer should ensure the validity of their ticket by purchasing tickets only from ticketing service providers authorised by the presenter or venue. If tickets for reserved seats are reported lost or stolen, some circumstances may make it possible for the ticketing service provider to replace them provided the person claiming to have lost their ticket is not engaging in deception or fraud. However, not all tickets can be traced and a Customer should safeguard against loss or theft by treating all tickets purchased in advance like cash. For General Admission tickets, ticketing service providers reserve the right to refuse to offer a refund for lost or stolen tickets.

PRICING ON TICKETS

It is industry practice to display the sale price on any ticket sold. Where tickets do not display any price, they will have a mark or code printed on them to indicate that such tickets are authorised by the presenter.

TICKET SCALPING

Ticket resale is not condoned (or offer for resale) at a premium. The unauthorised resale of tickets at a premium (commonly called 'ticket scalping') constitutes a breach of the Terms and Conditions of sale of the tickets and therefore the tickets will be cancelled without providing a refund. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. Activities involving the resale of tickets will be referred to the relevant authorities.

RIGHT TO REFUSE ENTRY

The circumstances in which a presenter or venue manager may refuse entry to the venue to a customer include, but are not limited to, any of the following circumstances:

- a) Where a customer cannot produce a valid ticket;
- b) Where a concession customer cannot produce proof of their concession entitlement where a concession ticket has been purchased;
- c) Where a customer produces a ticket that has been identified by the presenter or venue Manager as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the presenter, venue or ticketing service provider;
- d) Where a customer produces a ticket that has been handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
- e) Where a customer has in his or her possession or refuses to surrender to the Venue any prohibited object or article that is not permitted to be used or brought into that Venue;
- f) Where a customer refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required; or,
- g) Where a customer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Customers, or any other persons;
- h) Where a Customer arrives late to a Venue or a part of the Venue.

RIGHT TO EVICT A CUSTOMER

The circumstances in which a Presenter or Venue may evict a customer from the Venue include, but are not limited to, any of the following;

- a)** Where a concession customer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
- b)** Where a customer has in his or her possession or refuses to surrender any prohibited object or article, including but not limited to, photographic or recording equipment, food or alcohol, that is not permitted to be brought into or used in that Venue;
- c)** Where a customer is behaving in a disruptive manner or a manner which may cause property damage or that threatens the safety of performers, other customers, or any other persons;
- d)** Where a customer is behaving in a manner that unreasonably interferes with other customers' enjoyment of the event, including through the use of cameras, mobile phones, electronic devices/games or paging devices;
- e)** Where the customer otherwise breaches the Venue's conditions of entry or fails to follow the reasonable directions of Venue staff; or
- f)** Where a customer refuses to remain in the area or seat designated on their Ticket.

COMPLAINTS, REFUNDS AND EXCHANGES

Non-compliance with these terms and conditions by Gosford City Council will not automatically give rise to a refund to the customer of a ticket purchase price. Gosford City Council is under no obligation to refund or exchange tickets to one event, for tickets to another event. This will only be considered in exceptional circumstances. Customers who wish to make a complaint about an Event or Venue may do so in accordance with the following provisions:

a) Prior to the Event:

i. If the incident giving rise to the complaint occurs prior to the event, the customer should address the complaint to the ticketing or venue manager, whoever is available.

b) During the Event:

i. If the incident giving rise to the complaint occurs during the event, the customer should lodge a complaint with venue manager within 30 minutes of the commencement of the event.

ii. A venue manager, having verified the existence of a problem that may give rise to a complaint, should make all reasonable attempts to rectify the problem, including reseating the customer if possible.

iii. Where the complaint is rectified, no refund will be available to the customer.

iv. Where a complaint is not rectified a venue manager, at his or her discretion, may provide to the customer an exchange option to another performance of the same event. The customer has no right to attend the remaining portion of the event for which the exchange has been made.

c) Subsequent to the Event:

i. If the complaint is made subsequent to the event, the ticket holder should contact the venue who will assist and advise the customer the appropriate method of complaint.

ii. Should a customer be eligible for a refund, customers should apply for a refund in a timely manner and, where possible, before the date of any re-scheduled event. A timely manner is considered to be within five working days of the event.

- In order to verify the authenticity of the original ticket(s), proof of purchase may be required, and any refund will be made through Gosford City Council's normal refund process.
- Where a customer applies for a refund only on the grounds that an event does not meet his or her expectations, the presenter / venue manager is not required to provide a refund. The presenter and venue manager acknowledge that a customer may have remedies under any relevant Trade Practices or Fair Trading Laws.
- A presenter or venue manager will not be required to provide an exchange option or refund where a performance has been made by an understudy in the place of a main performer, and customers have been made aware of the use of an understudy at the time of the event.
- A presenter or venue manager will not be required to provide an exchange option or refund where the customer is unable to attend for reasons including illness, transport failure or delay, or chooses not to attend the original Event for which the Customer purchased the Ticket.
- Under no circumstances will a presenter, venue manager or ticketing service provider be required to reimburse a customer for auxiliary expenses incurred by the customer in his or her attendance, or non-attendance, of a cancelled or rescheduled event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation.
- A presenter or venue manager will not be required to provide an exchange option or refund where the customer has not been granted entry or evicted from the venue in an event of the circumstances outlined above.
- A customer making a complaint should identify him or herself in the same form of name and address as used at the time of purchase of the Ticket.
- Where a ticket exchange results in a notional credit to the customer of less than \$5.00, this amount will not be refunded except in exceptional circumstances.
- Where a ticket exchange results in a notional credit to the customer of more than \$5.00, this amount will be credited to the customer by way of theatre gift vouchers.
- These gift vouchers are available in multiples of \$5.00 and refunds will be rounded down to the nearest \$5.00.

CANCELLED OR RE-SCHEDULED EVENTS

The presenter and venue manager should use their best endeavours to advise customers as soon as practicable, when an event is re-scheduled or cancelled. If an event is cancelled or rescheduled:

a) Prior to the event, the presenter or venue manager should make reasonable endeavours to ensure that, where an event is cancelled, a customer is entitled to seating in a similar location at a re-scheduled event.

i. If the customer is unable to attend the re-scheduled event, or if the event is not re-scheduled, the presenter should ensure that the customer receives a full refund of the ticket price and other industry imposed ticket charges;

ii. Customers should apply for a refund in a timely manner in and, where possible, before the date of any re-scheduled event. A timely manner is considered to be within five working days of the event;

iii. A customer will not be entitled to a refund for a cancelled or rescheduled event if they originally received a free or complimentary ticket.

b) During or mid-Event, Where the event is curtailed by in excess of 50% of the scheduled event time, the presenter or venue manager may determine that a partial refund may apply, and if so, the customer should receive compensation that may include a refund of an amount or credit that is reasonable in the circumstances.

DEFINITIONS

The definitions used in this document are set out below:

CUSTOMER - a person who holds a ticket and has used, or intends to use, that ticket to attend an event.

INDUSTRY IMPOSED TICKET CHARGES - charges such as transaction fees, booking fees and credit card surcharges. It does not include costs imposed by external suppliers (e.g. Registered Post) or State or Federal Government (e.g. carbon taxes or public transport levies).

GOSFORD CITY COUNCIL (EVENTS) - References to “entertainment”, “performance” and “events” are intended to cover all kinds of live entertainment in the widest sense of the word including, but not limited to theatre, opera, dance, spectacles, arena events, concerts and all other public performances or gatherings of whatever nature for which Gosford City Council uses the services of a ticketing service provider. References to “events” are to be taken to refer to “Gosford City Council events”.

PERSON - Includes a natural person or any form of legal entity.

PRESENTER - a person, promoter, producer, or venue who presents on behalf of Gosford City Council or at a Gosford City Council venue. Actions of staff of a presenter will be taken to be the actions of the presenter.

TICKET - Means the revocable license granted to the customer to be admitted entry to a Gosford City Council event or venue, subject to the Terms and Conditions of sale and is evidenced by any voucher, coupon, card, badge, document or other form of identification device. Other forms of evidence may include, without limitation, admission devices in the form of an electronic barcode, a paper ticket, wristband, member's card or a credit card.

TICKETING SERVICE PROVIDER (TSP) - Means a person who is authorised by a venue or presenter to provide goods and services relating to ticketing and ticket sales for Gosford City Council. The term includes reference to a person authorised by the presenter to sell tickets as part of a package with travel, hospitality or accommodation benefits.

VALID TICKET - Means a ticket that has been dealt with in a way that does not breach the Terms and Conditions under which it was sold or distributed by a Member.

VENUE - Means the physical boundary of the place where the relevant Gosford City Council event is being held, or an entity, company or person responsible for the holding of the relevant event.

VENUE MANAGER - Means the Gosford City Council. The actions of staff of the venue manager and venue will be taken to be actions of the venue manager.