

# Albury Entertainment Centre Code of Ticketing Practice

## Scope

The Code of Ticketing Practice outlines the terms and conditions of purchase of tickets to attend events ticketed by Albury Entertainment Centre.

Albury Entertainment Centre works within the Live Performance Australia (LPA) Code of Practice (available at <https://liveperformance.com.au/resource>).

By using this service, you are agreeing to be bound by these terms of use. Before proceeding with your purchase, please carefully read these Terms and Conditions.

## Definition of Terms

### Intervening Circumstance

- An act, default or omission of a person other than Albury Entertainment Centre and its employees; or
- A cause outside of human control which occurs after the time when a Ticket is sold.

This may include an act of God, state of emergency (e.g. bushfire or floods), public health emergency (e.g. pandemics), travel warnings (e.g. travel restrictions or advice to not travel) and government directives (e.g. forced venue closures or mass gathering restrictions).

### Presenter

Means a person, promoter, producer or Venue who presents Live Entertainment Events. Actions of the staff of a Presenter will be taken to be the actions of the Presenter.

### Ticket

Means the revocable license granted to the Consumer to be admitted entry to a Live Entertainment Event or a 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. The right of admission to a given Event may also include the right to be admitted to a designated area or a seat in a designated seating area.

### 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 Live Entertainment Event is being held, or an entity, company or person responsible for the holding of the relevant Live Entertainment Event.

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### **Venue Manager**

Means the owner, proprietor or manager of a Venue. The actions of the staff of the Venue Manager and Venue will be taken to be actions of the Venue Manager.

## **Terms and Conditions of Sale and Entry**

1. The Terms and Conditions of Sale and Entry (Terms and Conditions) set out the licence conditions applicable to a Ticket.
2. Agreement with the Terms and Conditions is a condition of purchase. Once a Consumer has indicated their agreement to the Terms and Conditions of sale then the Consumer will be bound by those Terms and Conditions.
3. A summary of those Terms and Conditions, including any particularly important or unusual terms, will be, where possible, printed clearly on the Ticket, and brought to the Consumers' attention at the point of sale.
4. The licence 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.
5. If a Ticket's Terms and Conditions have not been complied with, Tickets can be cancelled and a Ticket Holder is not entitled to a refund.
6. Your ticket may be subject to additional booking terms which will be notified to you prior to purchase, for example age restrictions, restrictions on number of tickets purchased, lockouts etc.
7. When Albury Entertainment Centre is selling tickets on behalf of another venue, you are bound by these Terms and Conditions as well as any entry conditions specific to that Venue.

### **Ticket Resale and Scalping**

1. Albury Entertainment Centre is the only authorised ticket seller for events at Albury Entertainment Centre, unless specified on the official website at [www.alburyentertainmentcentre.com.au](http://www.alburyentertainmentcentre.com.au) that there are other authorised sellers for a specific event.
2. Tickets may not, without the prior written consent of Albury Entertainment Centre or event organiser, be resold or offered for resale for more than 110% of the original ticket price, either by the original purchaser or any subsequent bearer. Any ticket sold or offered for resale in breach of this condition may be cancelled, without notice and without a refund, and the ticketholder may be refused entry into the event.
3. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. Activities involving the resale of Tickets that come to the attention of Albury Entertainment Centre may be referred to the relevant authorities.

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4. In the case of an Event cancellation, a refund will be provided to the original ticket purchaser. If you have purchased a ticket from an unauthorised seller, you have no refund right from Albury Entertainment Centre and may be at risk of no refund from that unauthorised seller.
5. If you purchase tickets from another source such as Ticketmaster Resale, Viagogo, Ticketbis, eBay, Gumtree, StubHub, Tickets Australia, or any other unauthorised reseller, you risk that these tickets are fake, void or have previously been cancelled.
6. Tickets must not be included in packages or used in advertising unless authorised by Albury Entertainment Centre or the Presenter in writing.

#### **Lost, Stolen or Invalid Tickets**

1. A Ticket Holder should ensure the validity of their Ticket by purchasing Tickets only from Albury Entertainment Centre. If Tickets for reserved seats are reported lost or stolen, it may be possible for Albury Entertainment Centre to replace them on production of proof of identity (photographic ID). However, not all Tickets can be traced and a Ticket Holder should safeguard against loss or theft by treating all Tickets like cash.
2. General Admission tickets: Albury Entertainment Centre will not refund lost or stolen Tickets.

#### **Right to Refuse Entry or Evict a Patron from an Event**

1. The circumstances in which Albury Entertainment Centre or Presenter may refuse entry to the Venue to a Consumer include, but are not limited to, any of the following circumstances:
  - a. where a Ticket Holder cannot produce a Valid Ticket;
  - b. where a concession Ticket Holder cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
  - c. where a Ticket Holder produces a Ticket that has been identified by the Presenter or Albury Entertainment Centre as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter or Albury Entertainment Centre;
  - d. where a Ticket Holder 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 Ticket Holder has in his or her possession or refuses to surrender to Albury Entertainment Centre any prohibited object or article that is not permitted to be brought into or used in that Venue, including but not limited to: dangerous items, recording equipment, food and alcohol that is not permitted to be brought into that venue;
  - f. where a Ticket Holder refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required;
  - g. where a Ticket Holder is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons, including as a result of intoxication;

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- h. where a Ticket Holder is behaving in a manner that unreasonably interferes with other Ticket Holders' enjoyment of the Event, including through the use of cameras, mobile phones or paging devices;
- i. where a Ticket Holder is unwell or intoxicated;
- j. where the Ticket Holder otherwise breaches Albury Entertainment Centre's conditions of entry or fails to follow the reasonable directions of Albury Entertainment Centre staff; or
- k. where a Ticket Holder refuses to remain in the area or seat designated on their Ticket.
- l. *Albury Entertainment Centre and the Presenter reserve the right to refuse admission to a Ticket Holder who arrives late to a Venue.*

Unless otherwise specified, Albury Entertainment Centre does not provide supervision of children 15 years or younger. All children requiring supervision must be accompanied by a supervising adult at all times and may be refused admission or attendance if not accompanied by a supervising adult.

### **Replacement Fee**

Albury Entertainment Centre reserves the right to charge a replacement fee for the replacement of lost tickets. Ticket replacements are subject to Presenter approval. Albury Entertainment Centre will not replace tickets where seating is not allocated (general admission tickets).

### **Concessions**

1. Concessions are available for events solely at the discretion of the Presenter. The types of concession available are determined by the Presenter.
2. A customer must present a valid identification card, as proof of eligibility, when purchasing tickets at a concession or discount price, and must have the concession card in their possession at the event. This includes special offers and membership discounts.

### **Collection of Tickets**

Where a ticket has been purchased with a credit card, the credit cardholder is the only person authorised to collect the tickets.

### **Booking/Service Fee**

1. A booking fee inclusive of GST is included in all tickets sold by Albury Entertainment Centre.
2. Albury Entertainment Centre will charge a fee of 0.49% of the transaction total where payment is made via credit card for phone and online sales.

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3. Phone and counter bookings attract a \$3.00 handling fee.
4. Postage fees of \$3.50 apply if tickets are to be posted. Allow 14 business days for tickets to arrive before the event. Tickets will only be posted to Australian addresses.

### **Presenter Rights**

Tickets sold on behalf of the Presenter are subject to the following conditions:

1. No refunds or exchanges except as required by law or as outlined in the code below.
2. Albury Entertainment Centre and the Presenter reserve the right to add, withdraw or substitute artists and to vary advertised programmes, venues, prices, seating arrangements and audience capacity.
3. The right of admission is reserved and is subject to the Presenter's and Albury Entertainment Centre's terms of entry.
4. Late arrival may result in non-admittance until a suitable break in the performance, and may be to a different seating location. In some cases, latecomers may not be admitted at all.
5. Photography, voice and visual recording of a performance is not permitted.

### **Venue Rights**

1. Closed circuit television (CCTV) cameras are used at Albury Entertainment Centre.
2. Photography, voice and visual recording of a performance is not permitted.
3. The right of admission is reserved and is subject to the Presenter's and Albury Entertainment Centre's terms of entry.
4. Bags and personal belongings may be subject to a visual inspection.
5. Smoking, the use of e-cigarettes or vapes is not permitted in the venue.
6. Seating is not permitted in the aisles. Aisles and exits must be kept clear at all times.
7. Mobile phones and paging devices must be switched off during the performances.
8. Umbrellas, prams, strollers and baby capsules, or any other items that could present a safety hazard or interfere with the performance are not permitted in the auditorium.
9. Albury Entertainment Centre is an affiliate of the Companion Card program and admits carers to ticketed events as ticketed complimentary guests. The Companion Card must be sighted at the time of booking, and the companion must sit in the nearest available seat to the cardholder to assist them during their visit.
10. Only food and drinks purchased from Albury Entertainment Centre are permitted in the venue. Glass beverage containers are not permitted in the auditorium.

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**Complaints, Refunds and Exchanges**

1. Albury Entertainment Centre is not required to refund tickets which have been cancelled due to fraud or a breach of these Terms and Conditions.
2. Provided the Ticket Holder purchased their ticket through Albury Entertainment Centre, the Ticket Holder will be entitled to a refund where:
  - a. The event is cancelled and the cancellation is not due to Intervening Circumstances (see pg. 8). (Note that where an event is rescheduled, reasonable efforts will be made to ensure that the Ticket Holder is offered seating in a similar location at the rescheduled event).
  - b. The event is rescheduled or relocated (not due to Intervening Circumstances) and the Ticket Holder cannot or does not wish to attend the rescheduled event.
3. AlburyCity’s Complaints Management Policy is available to read from the AlburyCity website. The policy outlines the categories of complaints, time frames for responding to complaints, and method of recording complaints registered. It is recommended that all complaints are put in writing to [info@alburycity.nsw.gov.au](mailto:info@alburycity.nsw.gov.au) to ensure records are traceable, or by calling 02 6023 8111, however if a refund is being requested it must be copied to [entertainment@alburycity.nsw.gov.au](mailto:entertainment@alburycity.nsw.gov.au) within 5 days of the performance.
4. Consumers who wish to make a complaint about an Event 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 Consumer should address the complaint to [entertainment@alburycity.nsw.gov.au](mailto:entertainment@alburycity.nsw.gov.au) or Customer Service on 02 6043 5610.
  - b. **During the Event:**
    - i. If the incident giving rise to the complaint occurs during the Event, the Consumer should lodge a complaint with a staff member of Albury Entertainment Centre within 30 minutes of the commencement of the Event.
    - ii. Albury Entertainment Centre staff, 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 Consumer or relocating if necessary or possible.
    - iii. Where a complaint is rectified, no refund will be available to the Consumer.
    - iv. Where a complaint is not rectified the Venue Manager, at his or her discretion, may provide to the Consumer an exchange option to another performance of the same Event, or may offer the Consumer a full or partial refund. The Consumer has no right to attend the remaining portion of the Event for which the exchange or refund has been made.
  - c. **Subsequent to the Event:**

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- i. If the complaint is made subsequent to the Event, the Ticket Holder should contact Albury Entertainment Centre within 5 days of the Event’s scheduled commencement, who will assist and advise the Consumer to whom they should report the complaint to have it addressed.
  - ii. Should a Consumer be eligible for a refund, Consumers should apply for a refund in a timely manner in accordance with the LPA Code and the LPA Complaints Handling and Dispute Resolution Policy 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.
- 5. In order to verify the authenticity of the original Ticket(s), proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.
- 6. Where a Ticket Holder applies for a refund only on the grounds that an Event does not meet his or her expectations, the Presenter/Albury Entertainment Centre is not required to provide a refund. The Presenter and Albury Entertainment Centre acknowledge that a Ticket Holder may have remedies under any relevant Trade Practices or Fair Trading Laws.
- 7. Where a Ticket Holder applies for a refund due to a change of mind about the ticket purchase, the Presenter/Albury Entertainment Centre is not required to provide a refund.
- 8. A Presenter or Albury Entertainment Centre 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 the Ticket Holder has been made aware of the use of an understudy at the time of the Event.
- 9. A Presenter or Albury Entertainment Centre will not be required to provide an exchange option or refund where the Ticket Holder is unable to attend for reasons including illness, transport failure or delay, or chooses not to attend the original Event for which the Ticket Holder purchased the Ticket. Ticket Holders are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.
- 10. Unless required by law the Presenter or Albury Entertainment Centre will not reimburse a Ticket Holder for auxiliary expenses incurred by the Ticket Holder in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such expenses.
- 11. At times, during the course of selling Tickets to an Event, a Presenter may alter the Ticket price in response to varying levels of consumer demand. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the price change and do not entitle Ticket Holders to claim a refund on the Ticket price or the difference between the Ticket price and the newly adjusted Ticket price.
- 12. Occasionally during the course of selling Tickets, a Presenter will release additional seats (for example, when final stage dimensions are known or in response to demand) or additional

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dates for presentation of the Event. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the release of additional seats or dates and do not entitle Ticket Holders to claim a refund for Tickets purchased prior to the release of additional seats or dates.

13. A Presenter or Albury Entertainment Centre will not be required to provide an exchange option or refund where the Ticket Holder has arrived late to an Event and is refused entry based on the grounds that latecomers will not be admitted, or is delayed admission or re-admission until a suitable break in the performance.
14. A Presenter or Albury Entertainment Centre will not be required to provide an exchange option or refund where the Ticket Holder has been refused entry or evicted from the Venue in any of the circumstances outlined above.
15. A Ticket Holder making a complaint to Albury Entertainment Centre should identify himself or herself in the same form of name and address as used at the time of purchase of the Ticket.
16. Refunds will be processed using the original method of payment.
17. In the event that any Ticket Holder believes that Albury Entertainment Centre has not complied with the terms set out in the Code which applies to it and has not received complete satisfaction by virtue of the procedures set out above (if appropriate), a complaint may be made in writing to the LPA Complaints Officer in accordance with the LPA Complaints Handling and Dispute Resolution Policy (available at [www.liveperformance.com.au](http://www.liveperformance.com.au) or by contacting LPA at [complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au) ).

### **Cancelled, rescheduled or significantly relocated events due to Intervening Circumstances**

Where an event has been cancelled, rescheduled or significantly relocated due to Intervening Circumstances, the rights of the consumer under Australian Consumer Law are impacted. Your entitlement to a refund or other remedy will depend upon the Ticket Terms and Conditions at the time of sale.

1. If an event is **cancelled, rescheduled or significantly relocated** due to Intervening Circumstances, possible remedies include:
  - a. Refund – the refund may exclude the return of transaction fees and charges;
  - b. Exchange to a different performance of the same event or by the same presenter– subject to availability. If the new ticket is lower in value we will refund the difference in the ticket price. If the new ticket is higher in value, we will charge you the difference in the price.
  - c. Credit note/voucher – at the price paid for the ticket which can be redeemed for future performances. Credit notes/vouchers have an expiry date, currently 12 months.
2. Albury Entertainment Centre will advise the ticket holder as soon as practicable about the event and the remedies available. There may be a cut off time for you to respond to the options available.

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3. There may be circumstances where, due to Intervening Circumstances, it is necessary for Albury Entertainment Centre to announce the postponement of an event without confirming a rescheduled event date.
  - a. Refunds may not be available until the new event is confirmed;
  - b. Individual circumstances will be taken into consideration
4. Albury Entertainment Centre will advise Ticket Holders if their original ticket is valid for a rescheduled or relocated event or if new tickets will be issued.

## Privacy Policy

1. Albury Entertainment Centre respects the privacy of all our customers and is committed to the National Privacy Principles contained in the Privacy Act 1988.
2. Albury Entertainment Centre collects your personal information in case of an event cancellation or change, and so we can tell you about upcoming events. Unless you tell us otherwise, we will not disclose your contact details to presenters and/or venue operators so that they can provide you with promotional material about coming events. Please advise us at the time of booking if you do or do not wish to receive marketing material from the Albury Entertainment Centre, promoters or venue operators.

## Authorisation

<b>Owner</b>	<b>Directorate</b>	Business Growth and Community
	<b>Responsible Officer</b>	Venue Manager - Albury Entertainment Centre
<b>Authorisation</b>	Not Required Adopted August 2019	
<b>Review Date</b>	January 2023 or as required by legislation and LPA	
<b>Register</b>	This policy is included in the Public Policy and Procedure Register.	
<b>Record of Amendments</b>	1 January 2021	Updated to include latest version of LPA guidelines
	1 July 2021	Update to fees and charges for new financial year

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