

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

<https://liveperformance.com.au/wp-content/uploads/2020/11/LPA-Ticketing-Code-Consumer-Code-8th-edition-FINAL.pdf>

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 the Presenter (and its agents) or Albury Entertainment Centre. AEC acts as an agent for Presenters 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, AEC 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 Albury Entertainment Centre.

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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 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 may be cancelled, without 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.

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 that there are other authorised sellers for a specific event.
2. Tickets may not, without the prior written consent of Albury Entertainment Centre or Presenter, 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 Ticket Holder may be refused entry into the event.
3. The resale of tickets in certain circumstances is governed by ticket resale 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.
4. 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 (not Albury Entertainment Centre) you risk that these tickets are fake, void or have previously been cancelled. External ticketing agencies are and not limited to Viagogo and Facebook.
6. Tickets must not be included in packages or used in advertising unless authorised by Albury Entertainment Centre or the Presenter in writing.

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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 purchase and 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 because of intoxication.
 - h. where a Ticket Holder is behaving in a manner that unreasonably interferes with other Ticket Holders’ enjoyment of the Event, including using 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

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- 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 for the performance.

Unless otherwise specified, Albury Entertainment Centre does not provide supervision of children 16 years or younger. All children requiring supervision must be always accompanied by a supervising adult with a Valid Ticket 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 consumer 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

Proof of identification needs to be shown to collect tickets. If it is not the purchaser collecting, then either a person residing at the same address or holding a letter of authorisation can collect.

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 0.87% of the transaction total where payment is made via credit card for phone and online sales.
3. Phone and counter bookings attract a \$3.40 handling fee.
4. Postage fee of \$4.00 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.
5. In the event of an exchange being available i.e. Multiple shows, an exchange fee of \$3.00 per ticket will be applied.

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Presenter Rights

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

- 1. Albury Entertainment Centre is an affiliate of the Companion Card program and admits carers to ticketed events as ticketed complimentary guests. Acceptance of the Companion Card may also be subject to the Presenter’s approval. This may be over the entire performance or limitation to a certain category of ticket.
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.
- 2. No refunds or exchanges except as required by law or as outlined in these Terms and Conditions.
- 3. 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. Where possible, consumers will be advised of any changes prior to the event.
- 4. The right of admission is reserved and is subject to the Presenter’s and Albury Entertainment Centre’s terms of entry.
- 5. 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.
- 6. Photography, voice, and visual recording of a performance will vary show to show. If the patron does not follow instruction they may be advised to leave.
- 7. On occasion the Presenter may engage a photographer or film the event. This may be used for promotion or placed on social media.

Venue Rights

- 1. Closed circuit television (CCTV) cameras are used at Albury Entertainment Centre.
- 2. Photography, voice and visual recording of a performance will vary show to show. If the patron does not follow instruction they may be requested to leave.
- 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 always kept clear.
- 7. Mobile phones and paging devices must be switched off during performances.
- 8. Umbrellas, prams, strollers, baby capsules, and walkers or any other items that could present a safety hazard or interfere with the performance are not permitted in the auditorium.

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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.

Companion and Assistance Animals

Some NDIS participants use assistance animals (most commonly dog guides) as a disability support. Assistance Animals are registered on the Registered Assistance Animal Provider. Albury Entertainment Centre accept the use of Registered Assistance Animals, certification is required upon booking. A seat will be blocked out to enable the assistance animal to not be a trip hazard. The venue reserves the right to place bookings with assistance animals at the back of the venue for ease of exit if the event arises.

Companion animals are accepted on a case-by-case basis. Requests should be made to Albury Entertainment Centre prior to the event.

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 significantly relocated (not due to Intervening Circumstances) and the Ticket Holder cannot or does not wish to attend the rescheduled or relocated 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 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 within 5 days of the performance.

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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 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 Albury Entertainment Centre, at their 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:**
 - i. If the complaint is made after the Event, the Ticket Holder should contact Albury Entertainment Centre as soon as possible or within 5 business 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 immediately 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.
5. 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 their 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.

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7. A Presenter or Albury Entertainment Centre will not provide a refund due to a change of mind about the ticket purchase.
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 but not limited to 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 their 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 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 selling Tickets, a Presenter will release additional seats (for example, when final stage dimensions are known or in response to demand) or additional 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 themselves in the same form of name and address as used at the time of purchase of the Ticket.
16. 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

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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 or by contacting LPA at 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 excludes the return of a credit card surcharge.
 - 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 a refund with the difference in the ticket price will be given. If the new ticket is higher in value, a charge of the difference will apply.
 - c. Gift voucher – at the price paid for the ticket which can be redeemed for future performances. This has a 3-year expiry date.
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.
3. There may be circumstances where, due to Intervening Circumstances, it is necessary for Albury Entertainment Centre or Presenter to announce the postponement of an event without confirming a rescheduled event date.
 - a. Refunds may not be available until the new date 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. Patrons will be given an opt-in option, and their contact information will only be given to the promoter if they've given permission.
2. Albury Entertainment Centre collects your personal information in case of an event cancellation or change. This is separate to opt-in data. The only time your contact information may be given to a promoter is in the event of your performance including or not limited to an opportunity such as VIP or Meet and Greet.

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Authorisation

Owner	Directorate	Business Growth and Community
	Responsible Officer	Venue Manager - Albury Entertainment Centre
Authorisation	Not Required Adopted August 2019	
Review Date	** WHEN*** or as required by legislation and LPA	
Register	This policy is included in the Public Policy and Procedure Register.	
Record of Amendments	19 July 2024	Updated to include latest version of LPA guidelines
	1/7/2024	Edit to collection of tickets, credit card surcharge and refund terms.

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