POLICY:

Conditions of Entry and Ticketing Terms and Conditions

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**Introduction**

Footscray Community Arts’ Conditions of Entry and Ticketing Terms and Conditions have been developed to support the safe enjoyment of our venues and to support appropriate consumer protections when booking tickets to and attending events at our venues.

**Conditions of Entry**

Footscray Community Arts aims to facilitate a welcoming and culturally safe environment for a broad cross section of the public.

The purpose of these Conditions of Entry is to ensure the safety and enjoyment of all entrants to Footscray Community Arts venues, premises, and outdoor areas, including customers, artists, crew, contractors and employees. These Conditions of Entry are subject to change without notice and at the discretion of Footscray Community Arts.

Our staff 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 team members, as well as any signage or our Ticketing Terms and Conditions in relation to your time on our premises.

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

* Does not follow the reasonable directions of Footscray Community Arts team members, as well as any signage, in relation to your use of the premises.
* Does not comply with reasonable conduct in relation to any safety protocols or requirements including those related to COVID-19.
* Does not hold a valid ticket to a ticketed event or performance.
* Engages in any actions that can be deemed as dangerous, violent, discriminatory, involves the harassment of other individuals, or act in a manner 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.
* Effects 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.

Footscray Community Arts may deny entry or remove you from the Premises (without refund) 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.

Please note, you are responsible for the security of your own belongings while on the Premises and you must not leave any bags or personal items unattended.

**Summary of Ticketing Terms and Conditions (full Terms and Conditions follow)**

Before proceeding with your purchase, please read these Terms and Conditions carefully. By booking a ticket with Footscray Community Arts, you agree with these Terms and Conditions.

**General Conditions Summary – Ticketed Events**

* Bookings are not guaranteed until full payment is made for a ticket via Ferve on in person at Footscray Community Arts.
* Donations made as part of bookings are not refundable.
* Ticketed events do not have allocated seating.
* All bookings are non-transferrable.
* Refunds are offered as per LPA guidelines.
* Refunds **can be offered** when:
	+ Footscray Community Arts has cancelled the event
	+ Footscray Community Arts has rescheduled the event and you cannot attend the new date/ time
	+ Footscray Community Arts has changed the location of the event and you cannot attend the new venue
	+ The event was disrupted during the performance due to unforeseen circumstances
	+ Footscray Community Arts considers a withdrawal request due to special circumstances. Withdrawal requests will be considered if 72 hours-notice is provided to reception@footscrayarts.com . Withdrawal requests sent less than 72 hours before the event will not be considered.
* Refunds **cannot be offered** when:
	+ You have changed your mind about attending after the ticket purchase
	+ You or your child can no longer attend. This may be due to your illness, the illness of any person accompanying you to the event or other person for whom you need to care, transport failure or delay, or where you choose not to attend the event for which you purchased the ticket.
	+ You or your child can only attend part of the event or workshop series.
	+ You don’t show up or you are late.
	+ There was a change to the line-up of the event.
	+ Your ticket was lost or stolen.
* Refunds will be issued to the card used when booking was made less the booking fee. Refunds may take up to 14 days to process. Additionally, it can take 3-5 business days for the funds to appear back on the customer’s card once processed by Footscray Community Arts. In instances of a partial refund (when approval is granted by Footscray Community Arts), the refunded amount will be processed via direct debit.

**Concession and Pricing Policy**

Footscray Community Arts aims to price events, workshops and experiences with access in mind. Tickets over $0 attract a ticketing fee that covers the cost of the ticketing process.

Concession entitlement discounts are available for the majority of ticketed workshops and events. Concessions are eligible for:

* Pensioners - A current valid Pensioner Concession Card must be presented on request.
* Seniors - A current valid government-issued Seniors Card must be presented on request.
* Unemployed/Health Care - A current government-issued Health Care card must be presented upon request.
* Student/Youth - Full-time student card identification (including Australian and international student cards) must be presented upon request for students or children aged 17 years and under.

Note: Concessions must be valid at the time of booking.

**Companion Card Scheme**

* Footscray Community Arts observes the Companion Card program and admits carers to ticketed events (but not to any associated additional items such as Food & Beverage or VIP events) as ticketed complimentary guests. 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 companioncard.org.au.
* To make companion card bookings, please contact reception@footscrayarts.com and notify of the patron you will be supporting.

**Full Terms and Conditions**

*COVID19 Public Health Conditions*

Footscray Community Arts has adopted some special Terms and Conditions in light of the coronavirus (COVID-19) pandemic. These special terms are informed by a safety first approach so that events are COVID safe for all workers and audiences and mitigate risks of community transmission to the general public. These special terms are set out below and operate to supplement the Terms and Conditions. If there is any inconsistency between the special terms and the other Terms and Conditions, the special terms apply to the extent of the inconsistency. All other Terms and Conditions continue in full force and effect.

A. Footscray Community Arts follows public health advice. When you attend our Venues and events, you and each member of your booking party must comply with any COVID-19 safety protocols or requirements notified to you by Footscray Community Arts (including by way of signage at the Venue or by way of line markings on the floor). This includes complying with:

a. Hand hygiene requirements and the requirement to wear a face mask;

b. Physical distancing requirements (including physical spacing requirements while queuing);

c. Person limits for particular spaces and areas; or

d. Person density requirements.

B. You must stay at home and must not attend the Venue or the event if you:

a. are required to self-isolate or quarantine (and the event falls within the isolation/quarantine period)

b. have COVID-19 symptoms, have been tested for COVID-19 and are awaiting test results (and the event falls within the period of awaiting test results). The symptoms of COVID-19 include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell.

C. Without limitation, you and your booking party may be refused entry or required to leave the Venue or event if you or they:

a. refuse to comply with any COVID-19 safety protocols or requirements notified to you by Footscray Community Arts;

b. refuse to comply with any reasonable health and safety directions given by Venue staff;

c. are exhibiting symptoms of COVID-19, as notified to or as assessed by Venue staff. These include: fever, chills or sweats, cough, sore throat, shortness of breath, runny nose or loss of sense of smell;

d. have been tested for COVID-19 and are awaiting test results; or

e. are required to be in self-isolation/quarantine

In these circumstances, tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law) at the discretion of Footscray Community Arts.

*General Terms and Conditions – Ticketed Events and Workshops*

1.1 By purchasing a ticket or other product (including car parking and merchandise) through Footscray Community Arts (including from the Venue, online or over the phone) or through an authorised sales channel, you agree to comply with the Terms and Conditions.

1.2 The Venue’s conditions of entry are incorporated into these Terms and Conditions and apply to your ticket.

1.3 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 Ticketing Code of Practice at liveperformance.com.au.

1.4 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. Or 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 these additional booking terms and the Terms and Conditions, these Terms and Conditions will prevail.

2. Amendments to terms and conditions

2.1 Footscray Community Arts 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 Footscray Community Arts’s website.

2.2 By making a purchase through Footscray Community Arts or an authorised sales channel, you agree to be bound by the Terms and Conditions that apply at the time of purchase.

3. Purchase of Tickets

3.1 Tickets are valid only when purchased through Footscray Community Arts ticketing platform (Ferve) or in person at Footscray Community Arts Centre. Footscray Community Arts reserves the right to cancel and not refund any ticket it reasonably believes has been bought or sold by an unauthorised seller.

3.2 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.

3.3 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 Footscray Community Arts. Footscray Community Arts 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.

4.Digital Tickets

4.1 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.

4.2 Do not buy digital tickets from unauthorised sellers. If an unauthorised seller has printed multiple copies of a single ticket you may be refused entry.

5. Pricing, Payment and Delivery of tickets

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

5.2 Tickets advertised at a particular price will be available at that price for a reasonable period of time and in reasonable quantities.

5.3 A ticketing fee will apply for all tickets over $0. The ticketing fee will be applied at checkout.

5.4 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 Footscray Community Arts website or otherwise communicated to you or human error or technical malfunction), Footscray Community Arts may cancel the order or the purchase and refund you the amount paid. Where the purchase was a ticket, Footscray Community Arts may offer you a replacement ticket to you at the correct price.

5.5 Delivery of tickets will only be made upon receipt of full payment. No bookings for confirmed until payment is made.

6. User Account

6.1 Prior to making an online purchase, you may be required to register for a user account on our ticketing platform Ferve, 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.

6.2 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 Footscray Community Arts immediately and reset your password.

7. Lost or Stolen Tickets

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

8. Companion Card Scheme

8.1 Footscray Community Arts observes the Companion Card program and admits carers to ticketed events (but not to any associated additional items such as Food & Beverage or VIP events) as ticketed complimentary guests. The companion must sit in the nearest available seat to the cardholder to assist them during their visit.

8.2 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 companioncard.org.au.

8.3 Only the person whose photograph and name appear on the card can use the Companion Card.

8.4 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 Scheme offer.

8.5 The Companion Ticket is not valid unless the cardholder is present at the event to which the ticket relates.

8.6 The Companion Ticket holder may be charged for the ticket if the requirements above are not met.

8.7 To make companion card bookings, please contact reception@footscrayarts.com and notify of the patron you will be supporting.

9. Event Changes and Information

9.1 Particulars of an event may be changed without prior notice. Artists or performers may be added, withdrawn or substituted for specific performances. Wherever possible, Footscray Community Arts will advise consumers of event changes prior to the commencement of the performance, or at the event where prior notice is not possible.

9.2 It is standard practice to use understudies where the principal performer is unavailable for reasons outside the presenter’s control, or where the performer is not required by his or her contract to perform. You will be advised of the use of any understudies at the event.

9.3 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.

9.4 For some events, the artist or presenter may encourage audience members to actively engage with the performance in some way, for example by standing up, waving or dancing. This may impact on visibility in some seating locations.

9.5 In any of the circumstances set out above, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

10. Exchanges and Refunds – Ticketed Events

10.1 You will be entitled to a ticketing refund as provided for in the LPA Code or as required by law (including the Australian Consumer Law).

Provided that you purchased your ticket through Footscray Community Arts or from an authorised sales channel, you will be entitled to a refund where: Circumstances where you are entitled to a refund include:

* Cancellation prior to the event
* Rescheduling prior to the event (you will be offered a window to secure a refund)
* Significant relocation of the event
* Cancellation/ rescheduling during the event

You are not entitled to a refund in the following circumstances:

* Dissatisfaction with the event
* Failure of inability to attend the event
* Late attendance
* Refunded entry or evicted
* Use of an understudy
* Lost/ stolen tickets
* Contracting COVID19 at the event

10.2 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. For partial refunds (when granted at the discretion of Footscray Community Arts), the refunded amount will be paid via direct debit.

10.3 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.

10.4 Unless required by law, Footscray Community Arts 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.

11. Children’s Events and Minors

11.1 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 Toddler Jam)

11.2 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.

11.3 Any person (regardless of age) interrupting the enjoyment of other visitors may be asked to leave an event and/or the venue.

12. Complaints and Feedback

12.1 Consumers are encouraged to provide feedback on the services provided by Footscray Community Arts. To submit a complaint email reception@footscrayarts.com

13. Online Workshops

For children’s online workshops only

Please ensure you have downloaded zoom.us on your child’s device, before the workshop. Please connect to the workshop at the correct time (AEST), through zoom. We cannot offer refunds for failure to connect at the time of the workshop.

13.1. Only registered children may participate in the interactive session

13.2. You must ensure your child has access to a computer device or tablet. Device and browser on the zoom website here. Please ensure you have these requirements on your device before the class.

13.3. We will try our very best to ensure a smooth delivery of the online workshop. However, we cannot control the internet bandwidth at your premises. One way to make sure all goes smoothly on the day, is to check your bandwidth before the class. We recommend you use a testing site such as this one, to check you have a reliable internet connection, with a minimum speed of 1MBPS for both upload and download (most DSL and Cable internet plans will be adequate).

13.4. Unfortunately, we cannot issue refunds for technical issues caused by your bandwidth or device.

13.5. For our workshops, we will try to mostly re-use and reimagine household items. You will be sent a list of materials, one week prior to the class.

13.6. Please ensure your child has a safe space to participate. We recommend a space with room to move around and play.

13.7. Children that are seen to be exhibiting inappropriate or disruptive behaviour will be given a verbal warning and then may be blocked from the online class.

13.8. We will send a zoom code of conduct and online child safety rules document, one week prior to the class.

13.9. All adults and teachers onscreen have valid Working With Childrens’ Checks.