## **ENGADINE MUSICAL SOCIETY INC – TICKET POLICY**

## If you can no longer attend due to COVID-19:

For the safety and wellbeing of everyone, you must not visit Engadine Musical Society's production of Wicked at Engadine Community Centre if you:

- feel unwell or if you are displaying any of the COVID-19 symptoms as identified by NSW Health (such as fever, cough, sore throat, shortness of breath, loss of smell or loss of taste);
- have tested positive for COVID-19 in the last 14 days or are awaiting the results of a COVID-19 test;
- are required to self-isolate;
- have been in contact with a confirmed case of COVID-19 in the 14 days before your intended date of visit;
  or
- have returned from overseas and/or have visited a "positive COVID-19 case location" as outlined by the NSW Government in the last 14 days before your intended date of visit.

If you are no longer able to attend, please contact our Box Office no later than **three hours before the Event** begins on 1300616063 or <a href="mailto:bookings@engadinemusicalsociety.com.au">bookings@engadinemusicalsociety.com.au</a>. Note, if there was no answer on the bookings phone, please send an email.

All tickets will be refunded via the method purchased. No exchange for another performance will be offered or made available. It is the Patron's responsibility to rebook to any subsequent performance, assuming their health improves. If the season is already sold out there will be no provision made to provide tickets. If the tickets were purchased with a discount there will be no provision for that discount to be transferred to another performance (should tickets be available).

All refunds will be processed within 72 hours of receiving request. Your bank may take up to 5 working days to provide the funds back to your account.

# **Conditions of Entry**

By purchasing a ticket to Engadine Musical Society's production of Wicked at Engadine Community Centre ("Event") you are agreeing to the Conditions of Entry.

#### 1. Attendance

Attendance at our Event while under quarantine or isolation orders is prohibited, and if you are or appear to have COVID-19 symptoms we may need to deny you entry or ask you to leave. Attending our Event when unwell places others as well as yourself at risk. For the safety and wellbeing of everyone, you must not come to our Event if you:

- feel unwell or if you are displaying any of the COVID-19 symptoms as identified by NSW Health from time to time (such as fever, cough, sore/scratchy throat, shortness of breath, loss of smell or loss of taste)
- have tested positive for COVID-19 in the last 14 days or are awaiting the results of a COVID-19 test
- are required to self-isolate
- have been in contact with a confirmed case of COVID-19 in the 14 days before your intended date of visit
- have returned from overseas or have visited a "positive COVID-19 case location" as outlined by NSW Government in the last 14 days before your intended date of visit

Please also consider your own safety and wellbeing - is attending the right thing for you? By attending the Event at this time, you voluntarily assume the risks posed by COVID-19.

Advance ticket purchases via phone or online is strongly encouraged to access the limited available seats and minimise contact.

Ticket purchases and collection from our Box Office are discouraged, and eTicket is encouraged wherever possible.

This Event will adhere to the maximum allowable capacity of each venue under the COVID-19 public health orders applicable to the particular venue and current at that time.

All Patrons will be requested to wear masks inside the foyer and theatre.

We require patrons attending Event to check in using the Service NSW COVID Safe Check-In process. If you do not have a device which is compatible with these processes or otherwise require assistance, our staff will be available to electronically register your details.

#### 2. Flexible Ticketing

If you are no longer able to attend, please contact our Box Office no later than **three hours before the Event** begins on 1300616063 or <a href="mailto:bookings@engadinemusicalsociety.com.au">bookings@engadinemusicalsociety.com.au</a>. Note, if there was no answer on the bookings phone, please send an email.

All tickets will be refunded via the method purchased. No exchange for another performance will be offered or made available. If the season is already sold out there will be no provision made to provide tickets. If the tickets were purchased with a discount there will be no provision for that discount to be transferred to another performance (should tickets be available).

All refunds will be processed within 72 hours of receiving request. Your bank may take up to 5 working days to provide the funds back to your account.

We are not responsible for any expenses you incur throughout this process.

## 3. Venue Arrangements and Requirements

We require patrons attending Event to check in using the Service NSW COVID Safe Check-In process. If you do not have a device which is compatible with these processes or otherwise require assistance, our staff will be available to electronically register your details. The NSW Government QR Code and Service NSW app are managed by the NSW Government and subject to their own terms and conditions and Privacy Policy. More information is available here.

All Patrons will be requested to wear masks inside the foyer and theatre. Practise physical distancing at all times and follow guidance given by our staff, signage and markings. Please sit only in in the seat(s) allocated to you/your group – no change of seats is permitted.

We have increased cleaning of high-traffic and high-touch areas with hospital-grade disinfectant, and hand sanitiser has been prominently positioned throughout the building in all paths of travel, frequently accessed areas and outside bathroom facilities.

We will be minimising contact during the review of tickets – please have your ticket handy either printed or on your phone.

Security measures will continue to be implemented, but our procedures may need to change from time to time.

Be aware that many of our usual arrangements may have changed in order to provide for physical distancing – our entry and exit points, queuing, event and door opening times, interval arrangements (there may not be one), food and beverage service, selling of raffle and / or programmes.

Practise safe hand hygiene - wash hands regularly and make use of the many hand sanitising stations across the site.

Follow NSW Health etiquette for coughs and sneezes – use a tissue or your elbow, dispose of tissues promptly and hygienically, and practise safe hand hygiene.

The situation in relation to COVID-19 is fluid and we may need to change or impose additional on-site requirements from time to time. Please check what these are before you attend an Event. They may include temperature checks, additional contact tracing measures and the wearing of masks.

As per government advice, we recommend that you download the COVIDSafe app.

## 4. Refunds and Exchanges

We are not required to refund tickets which have been cancelled due to fraud or a breach of these General Terms and Conditions.

We reserve the right not to provide a refund:

a) for change of mind, merely because you did not enjoy the Event, performance or venue, you arrived late or did not attend (including because of any concern regarding COVID-19);

- b) if you were refused entry or removed due to your breach of these General Terms and Conditions or for the reasons described in earlier sections; or
- c) if, despite our reasonable diligence, the cause was outside our control.

If you believe you are entitled to a refund you should apply within five days after the Event scheduled commencement. If you do not seek a refund within a reasonable timeframe we may not provide you with the requested refund, unless required by law. If you purchased your ticket from another authorised ticket seller, you should apply to them for your refund.

Any refund payable will be made to the original purchaser, and when practicable to the original form of payment used to purchase the ticket.

We will not be responsible for any expenses incurred or to be incurred by you, for example, but not limited to travel, car parking, child care, accommodation or other goods or services, even if the Event is cancelled. You should consider whether insurance is appropriate for your circumstances.

For COVID specific returns please see Section 2.

Exchanges, within reason and assuming there is availability are permitted. Please email <a href="mailto:bookings@engadinemusicalsociety.com.au">bookings@engadinemusicalsociety.com.au</a> at your earliest convenience. Discounts can not be transferred across performances.

#### 5. Lost Tickets

It is your responsibility to keep your tickets safe. Replacement of lost, stolen or missing tickets may be permitted at our sole discretion and fees may apply. We will not replace lost, stolen or missing tickets that have been resold.

## 6. Changes

While we endeavour to keep ticket-holders informed, details may change sometimes with little or no notice. For example, artists or other participants may be added or withdrawn.

Despite any seat number on your ticket, we do not guarantee you any particular seat and we reserve the right to move an audience member to another seat for operational reasons or where unforeseen production elements may impact the view from or require the use of the seat (such as for production equipment). If we need to re-seat you, we will use reasonable endeavours to ensure it is in a location of at least comparable value to the seat you booked or refund you the difference in value.

We make every effort to ensure ticket pricing is correct but we reserve any rights we may have to correct genuine errors.

### 7. Refusal of Admission

We may refuse entry to an Event or have you removed from the venue on valid grounds, including if:

- a) you fail to comply with these General Terms and Conditions
- b) we have not received payment for your ticket or you are unable to produce a ticket;
- c) you are intoxicated or you behave in a threatening, disruptive or offensive manner;
- d) you interfere unreasonably with another visitor's enjoyment of the Event or venue or with our staff carrying out their functions;
- e) you fail to comply with any necessary COVID safety requirements; or
- f) as specified elsewhere in these General Terms and Conditions.

We may need to refuse admission for safety or security reasons, in which case, and provided that you have in no way contributed to the circumstances of the refusal, we will refund your ticket if it was purchased in accordance with these General Terms and Conditions.

Unless otherwise specified, we do not provide supervision of children. 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.

Latecomers may be admitted to a performance during a suitable break, which could be the first interval, if an interval is scheduled. In some cases, latecomers may not be admitted at all.

Without limiting our rights in this section, we reserve the right to move an audience member to an alternative seat where we believe they are causing disruption to artists, performers or other audience members or are interfering unreasonably with others' enjoyment.

## 8. Venue Requirements

To help ensure the safety and security of and at Event bags and personal belongings may be subject to visual inspection.

Umbrellas, prams, backpacks, larger bags and other items that may be hazardous or restrict the movement of visitors may not be permitted into the venue, depending on the nature of the Event and relevant circumstances.

There may be Events where food and drink cannot be taken into the venue, and this may not be specified until commencement of the Event.

Other items that are prohibited inside the Event include, but are not limited to: alcohol purchased from outside; glass bottles; offensive signs or clothing, laser pointers; and any other items that could present a safety hazard to others or interfere with the performance or enjoyment of the performance.

Commercial activity including promotions, marketing, photography and filming are not permitted at the Event, unless expressly authorised by us.

You must switch your mobile phone off or to silent while in a theatre.

# 9. Liability

To the extent permitted by law, Engadine Musical Society will not be responsible or liable for any loss, damage or injury however caused nor any consequential loss or damage, arising from your visit to the Event, and you assume all risk associated with your visit to the Event.

You are responsible for making your own inquiries before deciding whether an Event is suitable for you to attend.

You are at all times responsible for your personal possessions such as bags, mobile phones and other items you carry with you, and must not leave any of your possessions unattended at any time.

Our liability to you in relation to tickets is limited to the obligations specified in these General Terms and Conditions and our obligations under applicable laws and the Live Performance Australia Ticketing Code of Practice – Consumer Code.

The Australian Consumer Law provides certain statutory guarantees for consumers which cannot be excluded, for example that services will be provided with due care and skill. Nothing in these General Terms and Conditions modifies or excludes those guarantees.

#### 10. Complaints

We value your feedback, both positive and negative. You can provide your comments by emailing <a href="mail@engadinemusicalsociety.com.au">mail@engadinemusicalsociety.com.au</a> or posting your comments to: PO Box 94, Engadine NSW 2233

# 11. Changes to these General Terms and Conditions

We may amend these General Terms and Conditions from time to time by updating them on our website. You should review them before purchasing tickets to and attending an Event.

These Terms and Conditions were last updated in February 2021.

Engadine Musical Society Inc.

ABN 75 582 142 798