

Terms and Conditions of Purchase

Before proceeding with your purchase, please read these Terms and Conditions carefully. You must not complete your purchase unless you agree with these Terms and Conditions.

Nothing in these Terms & Conditions excludes or restricts any rights or remedies a Consumer may have under the Australian Consumer Law.

In these Terms and Conditions, a reference to the Company is to Penrith Performing & Visual Arts Ltd trading as Penrith Regional Gallery, the Joan Sutherland Performing Arts Centre, Penrith Conservatorium and the Q Theatre ABN 97 003 605 089. A reference to the Venue is to the premises and/or venue to which a ticket relates.

1. Application of Terms and Conditions

1.1 By purchasing a ticket or other product such as a booking or enrolment (herein covered by the term 'ticket') through the Company (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 Tickets may be sold or issued by the Company in its own right or as agent for a third party (for example, where an outside organisation is hiring the venue and has engaged the Company to act as ticketing agent for performance in that venue).

1.3 Where the Company sells tickets as an agent, the name of the presenter or event to which your ticket relates is usually shown on the front of the ticket but is also available from the Company. The Company has no control over, or liability for, the performance of the event. All ticketing complaints and claims, and your legal rights, are against the third party presenter and not the Company, except where the Company is at fault or where you have a legal right against the Company under the Australian Consumer Law.

1.4 The Venue's conditions of entry are incorporated into these Terms and Conditions at Clause 9, and apply to your ticket.

1.5 Without limiting clause 3.5 below, these terms and Conditions continue to apply even if a ticket is provided to a third party by any means and any subsequent holder of a ticket will be bound by these Terms and Conditions.

1.6 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 www.liveperformance.com.au.

1.7 Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. 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 The Company 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 the Company's website at penrithregionalgallery.com.au.

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

3. Workshop Terms & Conditions

3.1 COVID-Safe Plan

This plan is a requirement from the NSW Government to ensure we operate safely and in accordance with health orders at all times. This plan may need to be reviewed and updated as health orders change. Our plan is current as at 17 July 2020.

For the purposes of Gallery activities the following applies to activity that occurs on site at Penrith Regional Gallery, Home of the Lewers Bequest. This does not include online activities.

- 3.1.1 On site activity will maintain physical distancing at all times: 1.5 metres between individuals and total capacity in a room will not exceed the 4 metres squared rule per space. Students are to take direction from the Teaching Artists and staff during all activities. All teaching and exhibition spaces at the Gallery have the maximum capacity indicated by signs at the entrance of the space.
- 3.1.2 All students are required to complete a risk assessment as part of enrolment and before commencing activities.
- 3.1.3 To minimise numbers on site we ask that only one parent/carer per student accesses the site to drop off and pick up students before and after workshops, except as required for medical reasons. Parents/carers and students are to follow staff and signage directions at all times. Physical distancing must also be observed by parents/carers waiting for workshops to finish.
- 3.1.4 All entering the site will be required to clean hands using hand sanitiser provided by the venue upon entry. Students must also clean hands with hand sanitiser at the end of each class.

3.1.5 Staff and Teaching Artists will exclude participants who show symptoms of being unwell and will contact parents/carers for student pick-up. Parents/carers should remain available during the session time in case of emergency.

3.2 **Payment & Enrolment** - Payment of fees must be made at time of booking. The online enrolment form must be completed.

3.3 **Missed / Cancelled Sessions** - Cancellation of enrolment by participants (or their responsible adult in the case of child participants) must be received 72 hours prior to commencement of a single workshop or, the first workshop of a term program, in order to secure a refund.

3.4 Refunds for sessions missed by participants are not available.

3.5 Should a participant be unable to attend due to Covid related mandated isolation a credit will be arranged.

3.6 In the unusual circumstance of the cancellation of a workshop by the Gallery a full refund will be organised.

3.7 **Commitment & Discontinuing** - Penrith Regional Gallery Workshop Programs require a commitment from all participants to participate. Participants who enrol in a term program at Penrith Regional Gallery are committed to attending the course for the entire term. Participants who choose to discontinue are not entitled to refunds of payments.

3.8 **Trial Lessons** - Penrith Regional Gallery does not offer trial or casual lessons as our course structure does not suit casual or drop-in attendance.

3.9 Agreement

By enrolling in a Penrith Regional Gallery Workshop, you:

3.9.1 Authorise staff of Penrith Performing and Visual Arts Ltd. (PP&VA) to seek out emergency medical attention in the event of an emergency for: you; or the minor for whom you are legally responsible and whom is the enrolled participant in the program;

3.9.2 Are confirming that you and your participant can answer NO to all the following questions:

- i. Have you, or any other member of your household, travelled overseas in the last 14 days?
- ii. Have you, or any other member of your household, been tested for or tested positive for the COVID-19 virus?
- iii. Are you, or any other member of your household, currently self-isolating/ in quarantine at home in the past 14 days?
- iv. Do you, or any other member of your household, currently feel unwell, or have any of the following symptoms: fever, cough, runny nose, shortness of breath (circle any which apply).

3.9.3 Agree to notify the Gallery immediately if the answer to any of the above questions changes to YES at any time during the course.

3.9.4 Understand that Penrith Regional Gallery staff and tutors accept no responsibility for the supervision of participants outside official session times;

3.9.5 Agree to indemnify PP&VA and its staff against any personal loss, injury or damage to property that may result from participating in the course or sessions;

3.9.6 Consent to the photographing and/or recording of enrolled participants during Penrith Regional Gallery workshops and related activities for the purposes of promoting Penrith Regional Gallery now and in the future, unless clearly stated via email to gallery@penrith.city prior to course commencement

4. Purchase of Tickets

4.1 Tickets are valid only when purchased through the Company or from an authorised sales channel. The Company reserves the right to cancel and not refund any ticket it reasonably believes has been bought or sold by an unauthorised seller.

4.2 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 the Company and may be at risk of no refund from that unauthorised seller.

4.3 The Company will advise any known restricted viewing information prior to the purchase of a ticket.

4.4 In the interests of maintaining fair access to tickets, the Company may place limits on the number of tickets that you can purchase. The Company reserves the right to cancel and not refund any purchase exceeding those limits.

4.5 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 the Company. The Company may cancel tickets or refuse to accept orders which it believes are in breach of this condition and the bearer of the ticket may be refused admission to the ticketed event.

5. Pricing and Payment

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 Prices are subject to change without notice.

5.4 A service charge (booking fee) may apply to each purchase and you will be notified of the applicable fee prior to purchase.

5.5 You warrant that you have the authority to make payment for your purchase and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to make the purchase.

5.6 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 the Company's website or otherwise communicated to you or human error or technical malfunction), the Company may cancel the order or the purchase and refund you the amount paid.

5.7 Where the purchase was a ticket, the Company may offer you a replacement ticket to you at the correct price.

6. Delivery and Collection of Tickets

6.1 If you purchase tickets online or by phone, you will be given a confirmation number to confirm your purchase. If you do not receive a confirmation number or are otherwise concerned that your purchase was not successful, you must contact us for confirmation of your purchase. The Company takes no responsibility for incomplete purchases including where you have not received a confirmation number but have made no attempt to confirm the order.

6.2 Collection of tickets will only be made upon receipt of full payment. You may collect your tickets from the venue.

6.5 Tickets for collection at the Venue are available to collect during standard venue operating hours by the credit card holder or their authorised representative. The person collecting the tickets may need to present the order confirmation number, the credit card used to purchase tickets, photo identification and valid proof of any concession entitlement.

6.6 The Company at its discretion reserves the right to not issue purchased and/or reissued tickets until one hour prior to the performance advertised starting time.

7. User Account

7.1 Prior to making an online purchase, you may be required to register for a user account 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.

7.2 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 the Company immediately and reset your password.

8. Lost or Stolen Tickets

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

8.2 The Company may not provide replacement tickets where tickets are for general admission rather than allocated seating.

9. Companion Card Scheme

9.1 The Company is an affiliate of the Companion Card program and admits carers to ticketed events as ticketed complimentary guests. The companion must sit in the nearest available seat to the cardholder to assist them during their visit.

9.2 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 www.companioncard.org.au.

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

9.4 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.

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

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

10. Conditions of Entry

10.1 Attendance at a Venue or an event and the right of admission is reserved by the Company, the Venue and/or the presenter (as applicable).

10.2 By attending an event, you agree to the Venue's conditions of entry.

10.3 You may be refused entry or required to leave the Venue or event for any valid reason, including:

(a) Where you cannot produce a ticket for the event.

(b) Where you produce a ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.

(c) Where you cannot produce proof of concession entitlement where a concession ticket has been purchased. Concession tickets purchased through the Gallery Reception can be exchanged to a full price ticket at the Gallery Reception prior to an event. You will be responsible for paying any difference in the ticket price.

(d) Where you produce a ticket that is identified by the Company as having been sold by an unauthorised seller.

(e) Where you refuse to remain in the area or seat designated on your ticket.

(f) Where you have in your possession and/or refuse to surrender to the Company's staff any prohibited object or article including but not limited to dangerous items, photographic or recording equipment or food or alcohol that is not permitted to be brought into or used in that Venue.

(g) Where you refuse to undergo a physical search or a search of your possessions.

(h) Where you behave in a manner which causes or may cause property damage or that threatens or may threaten the safety of performers, other people, including as a result of intoxication.

(i) Where you behave in a manner that unreasonably interferes with other people's enjoyment of the event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices.

(j) Where you otherwise breach these Terms and Conditions or fail to follow the reasonable directions of Company staff.

10.4 In these circumstances, Tickets will not be exchanged or refunded unless required by law (including the Australian Consumer Law).

11. Event Changes and Information

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

11.2 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.

11.3 You will be made aware of the identity of the support acts, where known. If this is not known, you will be made aware of where you can obtain the information prior to the event. You will be made aware of any changes to the advertised support act(s) or performer(s) at the event.

11.4 Seating areas of a Venue may be closed with or without prior notice. If a ticketed seating area is no longer available, you will be relocated to another area of the Venue within the same price reserve. Where the normal configuration of the Venue is significantly varied for a particular event, the configuration to be used will be disclosed in promotional material and event information.

11.5 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.

11.6 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. Where this is known to the Company, you will be advised of any restricted viewing information prior to purchase.

11.7 Once an event has commenced, admittance or re-admittance to the Venue will usually be during a suitable break in the Event and may be to a different seating location. For some events, admittance or re-admittance may not be possible.

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

12. Exchanges and Refunds – Ticketed Events

12.1 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).

12.2 Provided that you purchased your ticket through the Company or from an authorised sales channel, you will be entitled to a refund where:

(a) The event is cancelled. (Note that where an event is rescheduled, reasonable endeavours will be made to ensure that you are offered seating in a similar location at the rescheduled event. If the event is not rescheduled, you will receive a full refund of the Ticket price and other Ticket charges.)

(b) The event is rescheduled and you cannot or do not wish to attend the rescheduled event.

(c) The event is significantly relocated, and the nature of the experience and/or geographic location of the event is fundamentally altered by the relocation. You must apply for a refund within five (5) working days of the announcement of the relocation in order to obtain a refund.

(d) An event is cancelled due to unforeseen circumstances that arise during the event, leaving the event uncompleted. (Note however that if a substantial proportion of the event is completed then, depending on the circumstances, the Company may determine that a refund or exchange is not warranted in which case a refund or exchange right will not apply.)

12.3 You will not be entitled to a refund or exchange in the following circumstances:

(a) Your ticket was free or complimentary.

- (b) You did not enjoy the event or were dissatisfied with the performance at the event.
- (c) You are unable to attend for reasons outside the Company's control including but not limited to; illness; 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.
- (d) You arrive late to an event and are refused entry on the grounds that latecomers will not be admitted, or you are delayed admission or readmission until a suitable break in the performance.
- (e) You have been refused entry to or evicted from the event or Venue.
- (f) A performance has been made by an understudy in the place of a main performer, provided that you have been made aware of the use of an understudy at the Event.
- (g) An opening or support act is cancelled or replaced or if the acts appearing at a festival change, provided that you are made aware of the cancellation, replacement or change at the Event.
- (h) The advertised ticket price is changed in response to varying levels of consumer demand.
- (i) Additional seats or additional dates are released for presentation of the event.
- (j) Tickets for a general admission event are lost or stolen.

12.4 Refunds will be paid to the original ticket purchaser. Proof of identity and and/or proof of purchase (including the original ticket) may be requested.

12.5 Refunds will be processed using the original method of payment.

12.6 Refunds may not necessarily be available at the time the refund is requested.

12.7 Refunds will be limited to the face value of the ticket plus any service charges applied to the specific ticket purchase. Refunds will not include costs imposed by external suppliers that you were not obliged to incur but chose to incur, such as registered or express post fees, courier charges or insurance. Where tickets to multiple events are purchased in a single order, the Company will not refund the service charge.

12.8 Unless required by law, the Company 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.

13. Children's Events and Minors

13.1 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.

13.2 Some events do require children under the age of two to be admitted with a ticket - particularly for performances 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.

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

13.4 Schools and other group tickets are subject to availability and additional conditions may apply.

14. Respectful Workplaces

14.1 At Penrith Regional Gallery we aim to provide the best possible working environment for our team members and anyone who enters our spaces: one that is based on collaboration and respect.

14.2 Whether you are a customer, visitor, employee, contractor, artist, technical crew, function attendee or volunteer, we expect you to contribute to an environment that upholds these standards.

14.3 When you are at a PP&VA venue, if you experience harassment or feel unsafe, please report it as soon as possible to a PP&VA team member (identifiable by uniform). All reports of harassment, bullying and other inappropriate behaviour will be swiftly investigated in accordance with PP&VA's policies and relevant legislation and acted upon as appropriate.

15. Gift Vouchers

15.1 You may purchase a Gallery Gift Voucher (which can be redeemed for tickets including bookings and enrolments) to any monetary value, or for a Workshop.

15.2 Gift Vouchers and unused portions of Gift Vouchers should be spent within 36 months from the date of purchase, which is the "expiry" date displayed on the Gift Voucher.

15.3 When available, you may also purchase a gift voucher for a specific event. These vouchers may only be to a specific monetary value reflecting the price of tickets to that event. These gift vouchers can only be redeemed for tickets to that event. These gift vouchers must be spent by the end of the event season, which is the "expiry date" displayed on the gift voucher.

15.4 Gift Vouchers can be redeemed in person at the Gallery Reception, Online or via the Gallery phone on 4735 1100.

15.5 Any unused balance will not be refunded or credited on expiry.

15.6 Gift Vouchers are non-refundable.

15.7 Gift Vouchers cannot be redeemed for cash.

15.8 Additional values cannot be added to an existing voucher; however, additional vouchers may be purchased.

15.9 If your order exceeds the amount of your Gift Voucher, you must pay for the balance with an alternate available payment method.

15.10 Gift Vouchers are considered cash. Replacements will not be issued for lost or stolen Gift Vouchers.

15.11 The standard fees and charges must be applied to all Gift Voucher transactions.

15.12 We may request an alternative form of payment if we have reason to believe that a Gift Voucher has been fraudulently obtained and is being used to make purchases.

15.13 We may provide purchasers of Gift Vouchers with information about the redemption status of Gift Vouchers.

16. Merchandise and other products

16.1 Merchandise and other products (including food and beverage products) will not be refunded or exchanged except as required by law (including the Australian Consumer Law).

17. Donations

17.1 If you make an error in making a donation to PP&VA, the Company will honour your request for a refund made within 10 working days of the donation.

17.2 To request a refund, please call the Company's Finance team on (02) 4723 7613.

18. Promotions and Competitions

18.1 If you received your ticket or other product as a prize, gift, donation or otherwise at no cost, these Terms and Conditions and the terms and conditions of the relevant promotion or competition apply to your use of the ticket.

19. Privacy

19.1 You may be asked to provide personal information (including email address, postal address and other contact information) when making a purchase. Please ensure that you provide current, complete, and accurate information. **If you do not provide personal information when requested, we may not be**

able to fulfil your order and may not be able to contact you to give you information about the event or to advise you of changes to the event including cancellation.

19.2 By making a purchase, you consent to the collection, use, disclosure and handling of your personal information as set out in the Company's Privacy Statement which is available at penrithregionalgallery.com.au/privacy.

20. Voluntary Assumption of Risk

20.1 You enter the Venue at your own risk.

20.2 You understand that attendance at any event and/or the Venue may carry with it certain dangers, including the risk of injury and damage to you or your property.

20.3 By attending the event and/or the Venue, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Venue. This includes damage or loss caused by the acts or omissions of other ticketholders, visitors, guests, and the employees and agents of the Company or a presenter.

21. Limitation of Liability

21.1 To the extent permitted by law (including the Australian Consumer Law), the Company is not liable to you for any loss, damage, injury, delays, additional expenses or inconvenience arising as a result of your attendance or non-attendance at the Venue and/or the event.

21.2 Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of the Company is limited to the minimum permitted by law.

22. Complaints and Feedback

22.1 Consumers are encouraged to provide feedback on the services provided by the Company. For information on how to provide feedback to the Company, visit penrithregionalgallery.com.au