

## **Ticketing Terms and Conditions – West Australian Ballet (WAB)**

### Application of these Terms and Conditions

The sale of tickets for an Event and attendance at an Event are subject to these Terms and Conditions of Sale and any additional terms and conditions notified at the time of ticket sale. Such terms apply to both the original purchaser / ticket holder and any subsequent ticket holder, and you agree to those terms by acquiring an Event ticket and/or seeking to attend an Event. By purchasing a ticket on behalf of someone else, you undertake to inform them of those terms.

West Australia Ballet', WAB, the 'Company', 'we', 'our' and 'us' means West Australian Ballet Company Ltd.

'You' means the person seeking to purchase or acquire a ticket to an Event, the person holding a ticket to an Event and the person seeking to attend an Event.

'Event' means a theatre performance or other show or performance arranged or presented by us or for which we sell tickets.

'LPA Code' means the Live Performance Australia Ticketing Code of Practice (Consumer Code and Industry Code) in effect at the time of ticket sale.

'Authorised ticket seller' means us or a person authorised by us to supply tickets to an Event.

'Fully vaccinated' means a person aged 16+ and who has had 2 doses of a COVID-19 vaccine, or has a medical exemption government issued certificate issued to the person.

These Terms and Conditions of Sale also apply to tickets issued by other authorised ticket sellers (if any). If an Event is presented by another company or held at another person's venue, tickets and attendance may also be subject to the other presenter / venue's terms and conditions. To the extent of any inconsistency, these Terms and Conditions of Sale and any additional terms and conditions notified by us at the time of sale, will prevail over the terms and conditions of the authorised ticket seller and other presenter / venue.

By purchasing a ticket to a West Australian Ballet event, you agree to the following terms and conditions. Should you purchase a ticket on behalf of someone else, you are responsible for ensuring the ticket holder is notified of the terms and conditions before purchase. West Australian Ballet adheres to the Live Performance Ticketing Code of Practice, with all terms and conditions outlined in the Live Performance Ticketing Code of Practice applying to all patrons of West Australian Ballet.

Your admission to a performance is also subject to the venue's terms and conditions. In particular, the following may form part of a venues terms and conditions:

- a) You may be denied entry into, or removed from, a venue where the venue has reasonable grounds to do so, including if you are intoxicated, under the influence of illicit drugs, inappropriately attired or adversely affecting the enjoyment of the performance by others;
- b) Food or drink may not be allowed inside a venue;
- c) If you arrive late, you may not be admitted until a suitable break in the performance; If latecomers can be admitted, they may be seated in an area adjacent to an entrance, rather than their ticketed seats to minimise disruption to seated attendees.

The West Australian Ballet strongly recommends planning your journey to ensure you arrive at the venue well in advance of the scheduled performance commencement as no refunds or exchanges will be offered for performances missed due to late arrival.

d) You may not be permitted to take into the venue, or use, cameras or other photographic or recording equipment (including mobile phones) during the performance; and

e) You may be required to submit to a search of your person and/or possessions by the venue before entering the event.

5.4 If the amount you pay for a ticket is incorrect, WAB may cancel the ticket (or the order for a ticket) and refund to you the amount you paid. This applies regardless of whether the error arose due to:

a) An error in a price communicated to you;

b) The release of orders or tickets that were not supposed to have been released for sale; or

c) Human error or a transactional malfunction of a WAB operated system.

5.4 All single ticket purchases warrant a service and/or transaction fee. Online purchases warrant a fee of \$5.95 and phone bookings warrant a fee of \$6.95. All package purchases warrant a handling fee of \$7.00.

5.5 If WAB cancels a ticket, it may offer a replacement ticket to you at the most recent correct price for that ticket.

5.6 Refunds for performance tickets are payable in accordance with the Live Performance Australia Ticketing Code of Practice – Consumer Code. Exchanges for performance tickets or the replacement of lost, stolen or missing tickets may be permitted under certain conditions, but additional fees may apply.

5.7 WAB reserves the right to refuse sale of tickets to its performances or withdraw any tickets from sale.

5.8 Latecomers may only 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.

5.9 Where allocated seating is applicable, seat reservation for tickets purchased via the Sites and/or Services are on a “best available” basis.

5.10 Where concession tickets are purchased, suitable identification must be presented upon collection of the tickets. West Australian Ballet utilises several ticket types; Concession: for those holding a pensioner concession, Health Benefit or full time student card. \$30 under 30: for people aged 17- 29 years old. Group Pricing: 10 or more tickets purchased concurrently, in A or B reserve seating, for the same performance attract a 20% discount off Adult prices.

5.11 Prepaid vouchers and gift cards cannot be replaced or refunded if lost, stolen or damaged, and cannot be exchanged for cash.

5.12 Tickets are sold and distributed on the condition that they are not to be resold or offered for resale at more than 10% above the original price. West Australian Ballet reserve the right to cancel any tickets that West Australian Ballet believes is in breach of this condition.

5.13 Tickets cannot be used for advertising, promotion, competition or other commercial purposes without authorisation of West Australian Ballet.

5.14 Tickets must only be purchased from an authorised seller, other arrangements must be authorised by West Australian Ballet. Authorised sellers include: West Australian Ballet and Perth Theatre Trust.

5.15 Tickets purchased via an unauthorised seller will not be honoured and may be refused admission to the event.

5.16 Authorised sellers reserve the right to specify a required delivery method if deemed necessary.

5.17 Authorised sellers for West Australian Ballet events, can, at any time alter the selling and price structure of its tickets. West Australian Ballet adopts a demand based approach to ticket pricing – this can alter the price of both single tickets and packages.

5.18 Payment plans are available when purchasing season packages prior to 31 December 2021. Payment plans do not apply to single tickets. Full payment must be made prior to the first performance of Ballet at the Quarry. If funds are not paid in full prior to the first performance, West Australian Ballet reserves the right to keep the deposit and cancel ticket order.

5.19 If in the event a ticket is misplaced – replacement and method of replacement is at the discretion of authorised sellers. Replacement of tickets will result in a fee of \$3.95.

5.20 Theatres and Performance spaces utilised by West Australian Ballet have seating with a restricted and or obstructed view of the stage. West Australian Ballet clearly defines this seating (B and C reserve seating at His Majesty's Theatre) and tickets are priced accordingly.

5.21 Those holding a current Junior Membership receive 50% of Child price tickets to selected seasons, these must be purchased beside a full price adult.

5.22 West Australian Ballet can, at any time, alter and substitute artists within a performance if deemed necessary.

## **SEATING**

The allocation of seats is at the total discretion of WAB.

WAB reserves the right to vary, substitute or withdraw any seating arrangements, including Season Package seating.

## **TICKET EXCHANGES**

All exchanges are subject to availability.

Exchanges can only be made for performances within the same production and must be finalised prior to the performance. No exchanges will be offered for missed performances or once the performance has passed.

Subscribers are entitled to fee-free exchanges via West Australian Ballet only.

If exchanging into tickets with a higher value, upgrade fees may apply for changes of day, city, price type, or reserve. If exchanging into a ticket of a lower value, the price difference will not be refunded.

An exchange fee of \$3.95 per ticket applies for non-subscriber ticket holders.

Exchanges are available via West Australian Ballet up until 48 hours prior to the original ticket performance date. We are unable to process any requests submitted after these times.

If you are exchanging tickets that you did not originally purchase, you may be required to contact the original ticket holder to connect your accounts.

#### **COVID-19 SPECIFICATIONS:**

##### **VACCINATION REQUIREMENTS**

From Monday 31 January in Western Australia proof of vaccination requirements apply as a condition of entry to venues and events State-wide. Double dose proof of vaccination for those aged 16 and older will be required for West Australian Ballet performances as per government guidelines.

For any purchases made prior to 20 January, refund requests can be processed by box office. For purchases made after 20 January, and the attendee will be unvaccinated for the performance, only an exchange/credit/donation will be available.

##### **ON THE DAY OF THE PERFORMANCE**

Ticketholders must not attend performances/events if they are:

- Experiencing any COVID-19 symptoms including fever, cough, sore throat, fatigue, shortness of breath, runny nose, or loss of taste or smell; or
- Required to self-isolate under laws aimed at reducing the spread of COVID-19: or
- Diagnosed as having COVID-19: or
- A known close contact with a confirmed case of COVID-19: or
- Unable to attend due to Government-mandated border closures or travel restrictions.

If these apply to you or any member of your booking party, please contact us as soon as possible prior to your performance to arrange your preferred changes to the ticket.

We encourage all audience members to download and register their details using the COVIDSafe app.

All audience members must adhere to each venue's conditions of entry and COVID-19 policies, which may include mandatory mask-wearing and providing proof of COVID vaccinations upon entry. Please refer to the venue's entry conditions for the latest updates.

In line with the State Government's advice WAB encourages ticket holders to notify the WAB Ticketing Team as soon as possible if a ticket holder:

- Is required to self-isolate or quarantine (and the event falls within the isolation/quarantine period) due to:
  - being a confirmed case of COVID-19; or
  - having close contact with a confirmed case of COVID-19; or
  - living in or having been in a high risk area within Australia; or
  - having returned from overseas.
- Has COVID-19 symptoms, has been tested for COVID-19 and is awaiting test results (and the event falls within the period of awaiting test results).

WAB may require ticket holders to provide their request for a refund or exchange (where possible) in writing prior to the event time. WAB may ask ticket holders to provide supporting medical documentation, where possible. Medical documentation may not be deemed necessary where an exchange or credit/voucher is offered as a remedy.

If you suspect infection after attending any event, please contact the WA Health followed by WAB as soon as possible.

#### **POSTPONED OR RESCHEDULED PERFORMANCES**

If a performance or event is postponed as a result of COVID-19, the Head Booker/Subscriber will be notified via the email address on their account and will be offered the following options;

- Keep hold of your tickets to retain your current seats for the rescheduled performance date. We will notify you as soon as possible once the new date has been confirmed
- Donate the cost of your ticket back to West Australian Ballet
- Exchange to another performance of the same production (if available) once the new performance dates have been announced
- Return the cost of your ticket to be kept as your credit to use towards a future purchase with WAB
- Refund the cost of your ticket to your original payment method

## **PERFORMANCE AND EVENT CANCELLATIONS**

If a performance or event is cancelled as a result of COVID-19, the Head Booker/Subscriber will be notified via the email address on their account and will be offered the following options;

- Donate the cost of your ticket back to West Australian Ballet
- Return the cost of your ticket to be kept as your credit to use towards a future purchase with WAB
- Refund the cost of your ticket to your original payment method

## **THE BELOW CONDITIONS ARE NOT ELIGIBLE FOR A REFUND OR WEST AUSTRALIAN BALLET CREDIT UNDER OUR COVID-19 POLICY**

- You are well and do not wish to attend an event due to fears of exposure to COVID-19; or
- You are unwell and do not attend an event (other than due to COVID-19 illness or symptoms); or
- You are a ticket holder from a group at a higher risk of COVID-19; or
- You are denied entry into the event for reasons which were disclosed to the ticket holder in the ticket terms and conditions at the time of sale. These reasons may include (but not be limited to) non-compliance with mandatory mask-wearing or unwillingness to provide personal contact information when requested; or
- You attend the performance or event and subsequently, leave partway through due to feeling unwell

You may still exchange or donate your ticket prior to the applicable cut off times.