

Blue Mountains Theatre – Ticketing Terms and Conditions *(Updated September 2020)*

Please read these terms and conditions carefully before using Blue Mountains City Council's (t/a Blue Mountains Theatre & Community Hub) ticketing system or Box Office. By using this site you agree to these terms and conditions.

SPECIAL TICKETING CONDITIONS DUE TO COVID-19

The Blue Mountains Theatre's refund and exchange terms and conditions have been temporarily supplemented to encourage anyone showing symptoms or had possible contact with a COVID-19 case to cancel their attendance for the safety of all other patrons and staff of the venue:

- A full refund is available to any ticket purchaser who, since their ticket purchase, has developed any of the recognised symptoms of COVID-19.
- A full refund is available to any ticket purchaser who, since their ticket purchase, has come into contact with anyone displaying COVID-19 symptoms or a confirmed case of Coronavirus.
- A full refund is available to any ticket purchaser who determines not to attend the event in order to comply with the terms and conditions of sale or directions or instructions given at the venue.
- Refund in the above circumstances will be available up until 'last minute'. Absolutely no refunds or exchanges will be available after the performance has taken place.
- A full refund will be offered for any tickets to cancelled or rescheduled shows.
- These changes to our Exchange & Refund Policy will remain in place until 31 December 2020. This policy will be reviewed at this time and may be either extended for an additional period or may revert to our previous policy of no refunds/no exchanges unless recommended by the Live Performance Australia Ticketing Code of Practice.
- To support our social distancing plan of management, we may be required to re-allocate your original seating purchase.

GENERAL TICKETING TERMS & CONDITIONS

1. Blue Mountains Theatre provides ticketing services, including the sale and distribution of tickets, as agent for the venue, promoter or person responsible (the Presenter) for, the service, event or performance ('the Event') for which the ticket is sold or issued. The name of the Presenter and the venue to which your ticket relates is usually shown on the front of the ticket and is also available from the Box Office and website on each event page. In addition, the Blue Mountains Theatre may be the Presenter of an Event and sell and issue tickets on its own behalf in accordance with these Terms and Conditions. Blue Mountains Theatre is the ONLY authorised seller of tickets to events at this venue.

2. Tickets sold or issued by us are also sold subject to any additional terms and conditions of the Seller for the particular event ("Presenter's Terms"). The Presenter's Terms may be disclosed as part of the event information available from the Blue Mountains Theatre's Box Office or event webpage at the time of purchase or on request.

3. There are NO REFUNDS on any ticket except as required by law (with the exceptions of special conditions outlined above). The Blue Mountains Theatre is a member of Live Performance Australia (LPA) and adheres to the LPA Ticketing Code. More information on the LPA Ticketing Code can be found at http://liveperformance.com.au/ticketing_code_practice

4. Every patron must have a valid ticket.

5. Where a **CONCESSION** ticket price is listed, and unless stated otherwise on the event information page, a concession ticket price will be offered to holders of the following cards: Centrelink-issued Pensioner Card, Veteran's Affairs Pensioner Card, Full-time Student Card, Australian Government Health Care Card. Please note, this venue does not participate in the Seniors Card program.

To claim a concession, please indicate when booking. Concession ticket holders must have their concession card with them when attending a performance.

6. Latecomers will not be admitted until there is an appropriate break in the program and admission is at the discretion of the Front of House Duty Supervisor at the time of the performance.

7. By clicking the "Finalise Order" button on your online purchase you are agreeing to the above terms and conditions of sale, including the refund and exchanges sections.

8. Blue Mountains Theatre & Community Hub assumes no responsibility for any error, omission, interruption, deletion, defect, delay in transmission, or line failure and reserves the right to add, withdraw or substitute artists and to vary the program should the need arise.

9. Cameras, phones, video / tape recorders and other recording devices are not permitted.

10. Blue Mountains City Council is subject to, and complies with the NSW Privacy and Personal Information Protection Act 1998.

REFUNDS

11. Where an Event is cancelled, rescheduled or significantly relocated you may be entitled by law or under the LPA Code of Conduct to a refund. Neither Blue Mountains Theatre nor the Presenter will reimburse you for any amount beyond the face value of the ticket together with any transaction or booking fee paid at the time of ticket purchase.

12. If an Event is cancelled due to government restrictions, act of God, natural disaster, pandemic, extreme adverse weather or for any other cause reasonably beyond the Blue Mountains Theatre's control, you will be entitled to a refund and Blue Mountains Theatre is not obliged to reschedule the Event.

EXCHANGE

13. Subject to availability, and at the discretion of Blue Mountains Theatre you may exchange purchased tickets for another performance of the same Event, up to 24 hours before the commencement of the Event. An exchange fee will apply.

14. Where physical tickets are lost, stolen, misplaced or destroyed, an administration fee will be charged to reprint a replacement ticket. Resending your ticket/s via email will not incur a fee.

RESALE

15. In NSW there are laws that prohibit ticket resellers selling a ticket for profit. If you have purchased a ticket sold illegally, we will not honour the ticket and you will be refused entry. If you are considering purchasing a re-sold ticket, read [this information](#) from Fair Trading first.

16. In the occurrence of a sold out event, contact the Box Office to discuss wait list options.