



## METRO ARTS LTD

### TICKETING TERMS AND CONDITIONS POLICY

#### 1. PURPOSE

Metro Arts holds a number of public events, both paid and free. These events fall into two categories:

- Events managed, produced, promoted and presented as part of Metro Arts' Artistic Program; and
- Events managed, produced, promoted and presented by an organisation/external party whereby Metro Arts' Venue is hired.

Before proceeding with your purchase, please read these Terms and Conditions carefully. By proceeding with the purchase, you will have accepted the following conditions of sale. You must not purchase a ticket unless you agree with these Terms and Conditions.

References to "Metro Arts" in these Terms and Conditions is to the organisation Metro Arts Ltd ABN 29 010 100 482 of 111 Boundary Street, West End Qld 4101.

#### 2. SCOPE AND RELATED DOCUMENTS

Metro Arts' ticketing policies are governed by the Live Performance Australia [Ticketing Code of Practice](#) ('LPA Code') and the relevant Australian Consumer Law ('ACL'). This Policy applies to all tickets purchased from Metro Arts through Trybooking.com for all events occurring within Metro Arts' venues.

#### 3. RELEVANT LEGISLATION

This Policy has been implemented with consideration to the following relevant legislation:

- *Competition and Consumer Act 2021* (Cth); and
- *Fair Trading Act 1989* (Qld).

Nothing in this Policy excludes or restricts any rights or remedies a Consumer may have under the Consumer Laws.

#### 4. WHO THIS POLICY APPLIES TO

This Policy applies to all tickets purchased from Metro Arts through Trybooking.com for all events occurring within Metro Arts' Venues, or events where ticketing is managed by Metro Arts.

#### 5. APPLICATION OF TERMS AND CONDITIONS

- 5.1. By purchasing a ticket, you acknowledge and agree to comply with these Terms and Conditions. By attending an event, you agree to Metro Arts' Conditions of Entry. If purchasing on behalf of someone else you undertake the responsibility to inform them of these terms.
- 5.2. Metro Arts is a member of Live Performance Australia ('LPA') and complies with the LPA Ticketing Code of Practice. These Terms and Conditions incorporate the LPA 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 find the LPA Consumer Code of Practice [here](#) or you can ask Metro Arts for a copy.

- 5.3. Metro Arts has no control over, or liability for, the performance of the event by the Presenter. All ticketing complaints and claims, and your legal rights, are as against the Presenter, not Metro Arts, except where Metro Arts is at fault or where you have a legal right against Metro Arts under the Australian Consumer Law.
- 5.4. The procedure regarding Ticketing Complaints and Dispute Resolution is outlined in Annexure 1.
- 5.5. The Venue's Conditions of Entry are incorporated into these Terms and Conditions and apply to your ticket.
- 5.6. Your ticket may be subject to additional booking terms, which will be notified to you prior to purchase. To the extent where there are inconsistencies between the additional booking terms and these Terms and Conditions, these Terms and Conditions will prevail.
- 5.7. If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, it will be disregarded to the extent of its invalidity and the remainder of these Terms and Conditions will remain in full force and effect.
- 5.8. These Terms and Conditions are governed by the laws in force in Queensland, Australia.

## **6. VARIATION TO TERM AND CONDITIONS**

These Terms and Conditions may be updated at any time. Variations will come into effect immediately after their publication and apply to any purchases made after said publication date.

## **7. TICKET SALES**

- 7.1. Tickets are only valid if purchased through Metro Arts and its authorised agent (TryBooking). If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.
- 7.2. Once confirmed, your ticket and any transaction fees will not be refunded or exchanged, except as provided for in the LPA Code or a required by law (including the Australian Consumer Law).
- 7.3. Bookings are subject to availability.
- 7.4. School and other group tickets are subject to availability and additional conditions may apply.
- 7.5. Metro Arts may impose a maximum ticket limit to all types of Event bookings. Metro Arts may refuse to accept orders or cancel without notice any orders which we believe are placed in excess of any such limits.
- 7.6. Tickets must not be resold at a premium, packaged with other goods or services, offered as a prize or otherwise used for advertising, promotional or commercial purposes (including competitions) without prior written permission from Metro Arts. Tickets may be cancelled, or orders may be refused in situations which Metro Arts deems are in breach of this condition, and the bearer of the ticket may be refused admission to the ticketed event.
- 7.7. Ticket proceeds are held in trust until the final settlement of event/season and will be refunded if the event/season does not proceed, if required by the LPA Code.
- 7.8. Concession priced tickets are available at the discretion of Metro Arts and/or the Presenter, and proof of eligibility of concession must be presented to Metro Arts staff upon request. Unless otherwise stated eligible concessions include:
  - A child aged 10 years and under;
  - Seniors holding a valid government-issued Seniors Card;
  - Pensioners holding a Centrelink Pension Card or Veterans Affairs Repatriation Health Care Card; and
  - Full-time students with a valid student ID Card

- Select industry groups as determined by Metro Arts, including but not limited to Media, Entertainment and Arts Alliance ('MEAA') Members.
- 7.9. Where concession tickets are purchased you must provide the applicable, suitable and valid documentation at the time of booking, if requested. Failure to provide valid documentation will result in an upgrade fee on that ticket. Full or partial refunds are not available if you become eligible for a concession after you have booked.
- 7.10. Tickets for Customers with mobility difficulties and Companion Card holders are only available for purchase by calling Metro Arts during office hours. Customers admitted via a Companion Card ticket must be able to be wholly responsible for the needs of the accompanying Customer.

## **8. PRICING AND PAYMENT**

- 8.1. All prices are quoted in Australian dollars and do not attract GST unless stated otherwise.
- 8.2. A transaction fee may apply to your ticket purchase. You will be notified of all applicable fees prior to purchase.
- 8.3. Refunds or partial refunds will not be given as a result of a special offer or the non-use of applicable discounts prior to completing the ticket purchase. Discounts or promotions cannot be retroactively applied to completed purchases.
- 8.4. Metro Arts has the right to vary ticket prices, venue, advertised programs or audience capacities without notice with reasonable cause.
- 8.5. If the amount you pay for your ticket is incorrect (regardless of whether the error arose due to an advertising error online or otherwise communicated to you, human error or a technical malfunction), Metro Arts may cancel the ticket and refund to you the amount that you paid and may offer a replacement ticket to you at the correct price.
- 8.6. You warrant that you have the authority to make payment for your ticket and that you own/hold or have express permission of the owner/holder of the credit card or other payment facility used to purchase the ticket.

## **9. DELIVERY OF TICKETS**

- 9.1. All Tickets are e-Tickets unless otherwise specified and will only be delivered to your nominated email address upon receipt of full payment.
- 9.2. Customers that do not receive their e-Tickets or confirmation of booking via email are required to contact Metro Arts to confirm the booking was successful and to have the issue rectified. Metro Arts takes no responsibility for incomplete purchases that have not received a booking reference number, where the Customer has made no attempt to confirm the order.
- 9.3. In the event that a duplicate copy of the Ticket appears, Metro Arts reserves the right to request proof of identity and proof of purchase. Unauthorised duplicate Ticket holders will be refused entry to the Venue.

## **10. CONDITIONS OF ENTRY**

- 10.1. Attendance at the event and the right of admission is reserved by Metro Arts.
- 10.2. The use of photographic or recording devices of any kind (including mobile phones) is not permitted, unless otherwise expressly permitted. Metro Arts reserve the right to request the deletion of any unauthorised photos or videos. Bags and possessions may be inspected prior to admission, and/or may be refused entry into the Venue.
- 10.3. You may be refused entry or required to leave the Venue if you do not comply with the Venue's Conditions of Entry. Tickets will not be exchanged or refunded in these circumstances, unless required by law (including the Australian Consumer Law).
- 10.4. Entry to the Venue cannot be guaranteed if you arrive later than the advertised performance start time, and re-admittance cannot be guaranteed if you leave mid-event.

The Venue reserves the right to delay re-admittance to the event until a suitable time and in an appropriate manner to minimise disturbance caused. This may include sitting in designated seating closest to the entry and forfeiting pre-reserved seats.

- 10.5. Metro Arts will endeavour to disclose content advisories regarding language, adult themes, special effects, strobe effects, and nudity to audience members prior to the production as provided by Presenters. Presenters remain liable for providing comprehensive and accurate information and any claim is made against the Presenter.
- 10.6. Food may not be consumed in the Venue, unless supplied by Metro Arts or as part of an authorised catered event.
- 10.7. All guests agree to abide by all social health protocols and directives as mandated at the time of the Event, including but not limited to mask wearing, contract tracing, social distancing and mandated vaccination. Anyone not abiding with these directives or instructions provided by Venue staff may be asked to leave the Venue immediately, without refund or further recourse.

## **11. REFUNDS, EXCHANGES, CANCELLATIONS AND CHANGES**

- 11.1. Once confirmed, your Ticket and any transaction fee will not be refunded or exchanged, except as provided for in the LPA Code of Practice or as required by law (including the Australian Consumer Law).
- 11.2. If an event is cancelled, rescheduled or significantly relocated, Metro Arts will attempt to notify ticket holders of such. While Metro Arts will take all reasonable endeavours to inform customers of changes, Metro Arts does not guarantee that the ticket holder will become informed prior to the event.
- 11.3. Exchanges from one event date/time to another date/time of the same event are at Metro Arts' discretion. Exchanges from one event to a different event are not permitted under any circumstances.
- 11.4. In the event of a performance/event cancellation, a refund (less transaction fees) will be provided to the original Ticket purchaser. Customers may be at risk of no refund if the purchase was made from an unauthorised seller.
- 11.5. Tickets sold on behalf of other Presenters are subject to the conditions applicable to that event. Exchanges or Refunds for these events will require authorisation from the Presenter which Metro Arts will seek on the customer's behalf.
- 11.6. Metro Arts, at its discretion, may offer partial refunds, full refunds and/or exchanges, even when not required under the LPA Code of Practice or under Consumer Guarantees under the ACL. Metro Arts may not be able to offer such discretionary offerings where the Ticket has been sold on behalf of a Presenter.
- 11.7. To the extent permitted by Law (including the Australian Consumer Law), neither Metro Arts nor the Presenter are liable to refund to you any amount beyond the face value of the Ticket.

## **12. REFUND, CANCELLATIONS AND CHANGES (DUE TO INTERVENING CIRCUMSTANCES)**

- 12.1. In this instance, an 'Intervening Circumstance' is defined as:
  - An act, default, omission of or a representation made by a person other than Metro Arts including an agent of Metro Arts; or
  - A cause outside of human control which occurs after the time when a Ticket is sold. This may include an act of God, state of emergency (e.g. bushfires or floods), public health emergency (e.g. pandemics), travel warnings (e.g. travel restrictions or advice to not travel) and government directives (e.g. forced venue closures or mass gatherings restrictions).

- 12.2. Where an event has been cancelled, rescheduled or significantly relocated due to Intervening Circumstances, the Consumer Guarantee provisions of the Australian Consumer Law are impacted. In these circumstances, Metro Arts will be guided by the LPA Ticketing Code.

### **13. MERCHANDISE**

Merchandise will not be refunded or exchanged, unless required by law (including Australian Consumer Law).

### **14. PROMOTIONS AND COMPETITIONS**

- 14.1. If you received your Ticket as a prize, gift, donation or otherwise for no cost, these Terms and Conditions, and the terms and conditions of the relevant promotion or competition (Competition Terms), apply to your use of the ticket.
- 14.2. Tickets received as a prize, gift, donation or otherwise for no cost cannot be exchanged or transferred without Metro Arts' written consent. Metro Arts reserves the right to refuse exchange or transfer of said tickets.

### **15. PRIVACY**

By purchasing a ticket through Metro Arts, you consent to the collection, use, disclosure and handling of your personal information as governed by the *Information Privacy Act 2009* (Qld) and the *Privacy Act 1988* (Cth), and the Information Privacy Principles established under these Acts. This may include the disclosure of your personal information by Metro Arts to the Presenter and/or the Venue where the Venue is not operated by Metro Arts.

### **16. VOLUNTARY ASSUMPTION OF RISK**

- 16.1. You enter the Venue at your own risk. 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.
- 16.2. 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 acts or omissions of other ticketholders, visitors, guests, and the employees and agents of Metro Arts, Venue and the Presenter.

### **17. LIMITATION OF LIABILITY**

To the extent permitted by law (including the Australian Consumer Law), Metro Arts are 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. This includes any cloakroom service provided by the venue. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law, the liability of Metro Arts is limited to the minimum permitted by law.

### **18. ADDITIONAL TERMS AND CONDITIONS DUE TO INTERVENING CIRCUMSTANCES (COVID-19)**

#### **18.1. General**

- 18.1.1. The following additional Terms and Conditions will apply to each person who holds a ticket for the event, including the person who has made the relevant booking, and each guest.
- 18.1.2. By purchasing tickets to an Event, you agree to provide your contact details (full name, phone number and email or residential address) for the purpose of contact tracing. Contact tracing details, along with seating allocations, will be kept by

Metro Arts for 56 days from the day of your Event. You acknowledge that we may be required by law to provide your contact tracing details to public health authorities on request. This information will only be shared with the relevant health authorities if required and will not be used for promotional purposes. If you do not provide valid details for contact tracing Metro Arts reserves the right to refuse admission.

- 18.1.3. Upon arrival at the Venue all ticket holders, except minors, agree to use the Check In Qld app to provide contact tracing details, abide by all social distancing, health protocols and instructions from Venue staff. Anyone not abiding with these directives may be asked to leave the Venue immediately, without refund or further recourse.
- 18.1.4. The capacity of the Venue may require to be altered or nature of the event due to restrictions on mass gatherings or other directives. Metro Arts reserves the right to revoke tickets in order to meet such directives and requirements. If a ticket is revoked, the ticket holder will be eligible for a remedy as outlined below. Customers have no further claim against Metro Arts as a result of actions taken in accordance to directives provided by local authorities.
- 18.1.5. Customers must not attend if they have COVID-19 related symptoms, have been in close contact with a person who is COVID-19 positive, have travelled overseas or to a declared COVID-19 hotspot in the past 14 days, are COVID-19 positive, or required to self-isolate and the event falls within the isolation period.
- 18.1.6. Neither the Presenter nor Metro Arts will be responsible for any claim or liability if you acquire COVID-19 as a result of your attendance at the event.

## **18.2. Remedy**

- 18.2.1. Metro Arts encourages ticket holders who are feeling unwell with COVID-19 symptoms to notify Metro Arts via phone or email as soon as possible prior to the Event.
- 18.2.2. In these Additional Terms and Conditions Due to Public Health Directives, the term remedy refers to at least one of the following:
  - Exchange: a ticket is exchanged for the same Event on a different date, where availability permits. Exchanges to a different Event are not possible;
  - Refund: the price paid for the ticket (less transaction fee) is returned to the ticket purchaser, via the original payment method); or
  - Donate: the ticket purchaser donates the ticket cost back to Metro Arts as a tax-deductible gift.
- 18.2.3. Metro Arts will provide a remedy 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;
    - Having close contact with a confirmed case of COVID-19;
    - Living in or having been in a hot-spot within Australia (as declared by local authorities); 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);
  - Is unable to attend due to border closures; or
  - Is in a high-risk category or are caring for/living with a person who is in a high-risk category for COVID-19.
- 18.2.4. How to request a remedy:
  - Remedy requests relating to Additional Terms and Conditions Due to Public Health Directives must be received by Metro Arts no later than three (3) hours before the Event start time.

- To arrange requests relating to Additional Terms and Conditions Due to Public Health Directives you must either phone Metro Arts and speak to a team member or leave a voicemail/email including your name, contact number, Event date and remedy reasoning. You will not be eligible for a remedy if you contact us after the Event date and start time.

## **19. CHANGES TO THIS POLICY**

Metro Arts maintains its right to amend this Policy at any time.

If further information or clarification is required regarding the content of this Policy, please contact the Metro Arts office via [info@metroarts.com.au](mailto:info@metroarts.com.au) or (07) 3002 7100.

## **20. REVIEW DETAILS**

This Policy was adopted by Metro Arts Ltd on 23 November 2021.

This Policy was last updated on 23 November 2021.

## ANNEXURE 1: TICKETING COMPLAINTS AND DISPUTES RESOLUTION PROCEDURE

### 1. PURPOSE

Metro Arts seeks to maintain and enhance our reputation of providing high quality services and experiences. We value feedback as it assists us to improve our operations and services. Metro Arts is committed to being responsive to the needs and concerns of our customers and potential customers and to resolving complaints as quickly as possible.

This procedure has been designed to provide guidance to both our customers and staff on the manner in which Metro Arts receives and manages ticketing-related complaints. We are committed to being consistent, fair, and impartial when handling complains.

Metro Arts' complaints handling policies and procedures are governed by the Live Performance Australia Ticketing Code of practice ('LPA Code') and the relevant Australian Consumer Law.

### 2. DEFINITION OF A 'COMPLIANT'

In this procedure and the corresponding Policy, a *complaint* means an expression of dissatisfaction by a customer relating to services and experience provided by Metro Arts.

### 3. FORMULATING A COMPLAINT

If a customer or potential customer is dissatisfied with a service or experience provided by Metro Arts, they should submit a complaint in the following way.

#### 3.1. Prior to an Event

If the incident giving rise to a complaint occurs prior to the Event, complainants should lodge their complaint with Metro Arts by contacting [info@metroarts.com.au](mailto:info@metroarts.com.au) or (07) 3002 7100 in a timely manner and, in any event, before the Event.

#### 3.2. During an Event

Customers wishing to make a complaint during the event should lodge their complaint with the Front of House Supervisor or Venue Manager. The Front of House Supervisor or Venue Manager should make all reasonable attempts to rectify the problem. If the problem cannot be rectified, the Front of House Supervisor or Venue Manager may, at their discretion, offer the customer a full or partial refund or give the customer the option to attend at another day/time of the same event (where space permits). If this occurs, the customer is not entitled to attend the remainder of the event for which the refund or exchange is given, and the customer's details and complaint should be recorded and passed onto the Metro Arts employee managing ticketing for resolution on the next business day.

#### 3.3. Subsequent to an Event

Customer's wishing to make a complaint subsequent to the Event should do so to Metro Arts within five working days of the Event by emailing [info@metroarts.com.au](mailto:info@metroarts.com.au) or calling (07) 3002 7100.

### 4. HANDLING COMPLAINTS

Metro Arts aims to resolve complaints at the first point of contact, however, in cases where this is not possible a more formal complaint process will be followed.

Upon receiving a complaint, the following steps should be taken by staff:

- Listen to the Customer - thank the Customer for bringing the matter to your attention and apologise for any inconvenience. Metro Arts commits to dealing with Complaints fairly and



reasonably having regard to all the circumstances and to always manage Complaints in a polite and courteous manner.

- Record details of the complaint and desired response - go through the complaint in detail to understand exactly what the problem is. Ask the Customer what response they are seeking. Record these details so they can be passed onto relevant staff for reference.
- Refer to the LPA Code to determine appropriate resolution for the complaint.
- Advise the Customer of how the complaint will be resolved according to the LPA Code, ensuring the Customers is aware of their rights under the LPA Consumer Code. A written response to the Complainant will be provided by Metro Arts where the Complaint has been made in writing.

When a resolution cannot be reached within the first point of contact, the following steps should be taken in addition to the above:

- Record details of any steps already taken to attempt to resolve the complaint.
- Record details of any conversations the Customer may have had with Metro Arts that may be relevant to the complaint.
- Request copies of any documentation which supports the complaint.
- Acknowledge receipt of the complaint in writing.
- Send all details and correspondence to relevant management for review and/or investigation.
- Advise the Customer of the outcome of their complaint and any actions that have been taken in writing.

## **21. TIMEFRAME**

Metro Arts is committed to resolving Complaints in a timely manner and will take all reasonable endeavours to resolve such Complaints. Complaints will be addressed during office hours of Metro Arts, being Monday – Friday 9am – 5pm. Metro Arts endeavours to respond to Complaints the next business day after the Complaint is received, however this is not guaranteed.

## **22. UNRESOLVED COMPLAINT / UNSATISFACTORY COMPLAINT RESOLUTION**

### **22.1. Options Available to the Complainant**

If a Complainant is unsuccessful in resolving a Complaint through Metro Arts' Complaints handling procedures or if the Complainant believes that Metro Arts has breached the Code, then the Complainant may refer the Complaint to the LPA Complaints Officer, who will deal with the Complaint in accordance with the Code and the LPA Complaints Handling and Dispute Resolution Policy.

### **22.2. Options Available to Metro Arts**

In the event that the Complaint cannot be settled between Metro Arts and the Complainant, Metro Arts may report the Complaint to the LPA Complaints Officer. If the Complaint is reported to the LPA Complaints Officer and is subsequently resolved or withdrawn, Metro Arts must inform the LPA Complaints Officer as soon as is reasonable and practical.

Live Performance Australia  
Complaints Officer  
[complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au)  
(03) 8614 2000

## **23. REPORTING**

Metro Arts commits to maintaining a register of the number and type of Complaints received, how they were resolved and the time taken to resolve them, and report this information to the LPA Code Receiver on request.

#### **24. CHANGES TO THIS POLICY**

Metro Arts maintains its right to amend this procedure at any time.

If further information or clarification is required regarding the content of this Policy, please contact the Metro Arts office via [info@metroarts.com.au](mailto:info@metroarts.com.au) or (07) 3002 7100.

#### **25. REVIEW DETAILS**

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