
ATTACHMENT 3



TERMS & CONDITIONS LIBRARY EVENTS

Version	Date	Approved	Circulation
1	22/2/2018	Board	Internal & External

Policy Review Date	December 2019
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1. Terms and Conditions

- 1.1 The following terms and conditions ("Terms and Conditions") apply to:
- a) all performances, tours, workshops and other events (each an "Event") hosted, facilitated, or organised by Eastern Regional Libraries Corporation (ERLC), either solely or with another provider;
 - b) booking an Event in person, by telephone, mail order or on-line (each a Booking)) which may include:
 - i. an Event fee and other charges,
 - ii. the issue of a Ticket;
 - c) Events at ERLC's venues including, without limitation, all branches, meeting spaces, hired or shared facilities (each a "Venue");
 - d) the consumer's entry to an Event or Venue;
 - e) bookings for an Event which ERLC makes available at any other Venue, in addition to the terms and conditions of purchase or entry to that Venue; and
 - f) allocation, purchase or distribution of car parking, food and beverage, and other products which ERLC makes available for purchase ("Other Products").
- 1.2 You will be required to indicate your acknowledgment and acceptance of the Terms and Conditions prior to confirmation of payment online or by telephone, or prior to payment in person.
- 1.3 These Terms and Conditions remain in effect even if the Booking is given or sold to someone else and you should therefore ensure that any subsequent holder of the Booking is aware that he/she is bound by these Terms and Conditions.

2. Amendments to terms and conditions

- 2.1 ERLC, or its Chief Executive under their delegation, may vary these Terms and Conditions at any time, including for specific Events. The variations will be made effective by posting the varied Terms and Conditions on the ERLC website.
- 2.2 By making a Booking with ERLC, you agree to be bound by the Terms and Conditions that apply at the time of purchase/issue.

3. Bookings for Events & Other Products

- 3.1 In the interests of maintaining fair access to Events, ERLC may place limits on the number of Bookings a customer may request or purchase. ERLC may cancel Bookings or refuse to accept orders which it believes are placed in excess of any such limits, including where it is suspected that the Bookings are intended to be on-sold at a premium. This includes but is not limited to orders associated with the same name, email address, billing address or credit card number.
- 3.2 Bookings may not be on-sold at a premium, offered as a prize or otherwise used for advertising, promotional or commercial purposes. ERLC reserves the right to cancel Bookings and/or refuse admission to the bearer of any Booking, provided or distributed in breach of this condition. In the interests of maintaining fair access to Bookings, if it is suspected that you are intending to on-sell Bookings at a premium ERLC will cancel your Bookings and refuse to accept orders from you.
- 3.3 Bookings for any Other Product of an Event at a Venue are valid only when purchased or requested from ERLC, or from a person or company authorised by ERLC to sell or distribute tickets ("Authorised Seller"). ERLC may cancel tickets that are bought or sold by Unauthorised Sellers, without providing a refund.
- 3.4 In the case of an Event cancellation, a refund will be provided to the original purchaser. If you have purchased a Ticket from an Unauthorised Seller, you have no refund right from ERLC and may have no guarantee of receiving a refund from that Unauthorised Seller.
- 3.5 If Bookings require the payment of a fee, the following charges may apply:

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- a) A service charge may apply per order for online Bookings, as well as Bookings made via telephone, mail order or booking form received in person.
 - b) Payment Processing Charges may apply per Booking where the consumer is paying by VISA, MasterCard, American Express, or Diners Club for an Event or Other Product.
 - c) GST applies on fees / charges and where applicable on Booking prices for an Event that occurs or Other Product that is provided.

4. Confirmation and delivery

- 4.1 If you do not receive a confirmation after submitting payment information online or via telephone, it is your responsibility to confirm that an order has been successfully placed. ERLC will not be responsible for any loss incurred by you where you have not received a confirmation but have made no attempt to confirm the order.
- 4.2 When attending an Event, a person may be requested to present the order confirmation, the credit card used for the Booking, or photo identification and valid proof of any concession entitlement:
 - a) where tickets are for collection at the Venue; or
 - b) to confirm their on-line Booking.
- 4.3 Ticket reprints may incur a fee and may not be possible for General Admission Events. General Admission tickets are highly transferable and should be treated like cash.

5. Exchanges and Refunds

- 5.1 You will be entitled to a refund in the following circumstances:
 - a) The Event for which you paid a fee to ERLC or another Authorised Seller is cancelled prior to the Event.
 - b) The Event for which you paid a fee to ERLC or another Authorised Seller is rescheduled prior to the Event, and you cannot or do not wish to attend the rescheduled Event.
 - c) Where an Event is rescheduled, reasonable endeavours will be made to ensure that you are offered Bookings for the rescheduled Event. If the Event is not rescheduled, you will receive a full refund of the fee and other amounts charged.
 - d) The Event to which you paid a fee to ERLC or an Authorised Seller 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.
- 5.2 You may be entitled to a refund or exchange in the following circumstances:
 - a) An Event is cancelled due to unforeseen circumstances that arise during the Event, leaving the Event uncompleted. If a substantial proportion of the Event is completed then, depending on the circumstances, ERLC may determine that a refund or exchange is not warranted.
 - b) If the amount paid by you to an Event or Other Product is incorrect, ERLC may cancel that Booking and refund you the amount paid. This may occur in the following circumstances:
 - i. An error arose due to an error in a price posted on ERLC's website or otherwise communicated to you.
 - ii. You were able to book before an Event's scheduled on-sale or presale date.
 - iii. You were able to book an admission that was not supposed to have been released for sale.
 - iv. An error arose due to human error or a transactional malfunction of a system operated by ERLC.
 - v. Where permitted, and notified as part of an advertised Event, Bookings cancelled up to 48 hours before the Event takes place.

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- 5.3 You will not be entitled to a refund or exchange in the following circumstances:
- a) Your Booking 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 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 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) ERLC or another Authorised Seller alters the admission fee in response to varying levels of consumer demand.
 - i) ERLC or another Authorised Seller releases additional seats or additional dates for presentation of the Event.
 - j) Tickets for a general admission Event are lost or stolen.

5.4 Particulars of refund

- a) Refunds will be paid to the original purchaser.
- b) In order to verify the authenticity of any claim, the original Booking and/or proof of purchase may be requested.
- c) A refund will be processed using the original method of payment. If the original method of payment was cash, a refund will be issued via cheque.
- d) A refund may not necessarily be available at the time the refund is requested. A full refund covers the entire cost of the Booking, including all service charges and payment processing charges.
- e) A refund does not cover costs imposed by external suppliers that the consumer was not obliged to incur but chose to incur, such as registered or express post fees, courier charges or insurance.
- f) Unless required by law, ERLC 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.

5.5 Other Products

- a) Other Products are only refundable if the product is not available on the date requested.
- b) Exchanges of Other Products are at the discretion of ERLC.

6. Companion Card Scheme

- 6.1 ERLC is an affiliate of the Companion Card program and admits carers to shows as ticketed complimentary guests.
- 6.2 The use of a Companion Card is restricted to persons 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.
- 6.3 A valid Companion Card or valid Companion Card number must be produced at the time of the Booking, time of ticket collection or on request to gain access to the Companion Card Scheme offer. The consumer may be charged for the Companion Ticket if they cannot present a valid Companion Card or valid Companion Card number on request, or if the cardholder is not present.
- 6.4 Only the person whose photograph and name appear on the card can use the Companion Card.
- 6.5 The Companion Ticket is not valid unless the cardholder is present.

7. Event and Venue Conditions

- 7.1 Admission to the Event and Venue is governed by ERLC's policies and guidelines.
- 7.2 Specific Conditions of Entry may apply for certain Events. If this is the case, these conditions will be clearly stated on the Event's publicity (see Clause 10 in relation to Children's Events).
- 7.3 ERLC reserves the right to deny any person admission to its Events and Venues.
- 7.4 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.
- 7.5 Food or drinks are only permitted where indicated at the Venue.
- 7.6 No photography, audio or video recording is permitted inside the Venue, unless otherwise indicated at the Venue.
- 7.7 ERLC reserves the right to:
 - a) inspect and search any person and their possessions whilst in the Venues; and
 - b) require that any bags or personal items be stored which may attract a fee.

8. Event Conditions & Information

- 8.1 You and/or your possessions may be searched at an Event.
- 8.2 Particulars of an Event may be changed without prior notice. Artists or performers may be added, withdrawn or substituted for specific performances. Wherever possible, ERLC will advise participants of Event changes prior to the commencement of the performance, or at the Event where prior notice is not possible.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Events containing adult themes will include information about the recommended age for attendees. This information will be available on our website for your review prior to booking the Event.

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- 8.7 ERLC may refuse entry to the Venue or evict you from the Venue subsequent to entry on valid grounds, which include, but are not limited to, any of the following circumstances:
- a) Any person (regardless of age) interrupting the enjoyment of other participants may be refused entry or asked to leave an Event and/or the Venue.
 - b) Where you cannot produce a Ticket (if issued) for the Event.
 - c) Where you produce a Booking or Ticket that has been handled or dealt with in a way that is contrary to these Terms and Conditions.
 - d) Where you cannot produce proof of concession entitlement where a concession Booking has been purchased. Concession Bookings purchased through ERLC can be exchanged to a full price at the Box Office prior to an Event. You will be responsible for paying any difference in the price.
 - e) Where you produce a Booking or Ticket that is identified by ERLC as having been sold by an Unauthorised Seller.
 - f) Where you have in your possession and/or refuse to surrender to ERLC'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 Consumers or any other persons, including as a result of intoxication.
 - i) Where you behave in a manner that unreasonably interferes with other participants' enjoyment of the Event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices.
 - j) Where you refuse to remain in the area or seat designated on your Booking or Ticket.
 - k) Where you otherwise breach these Terms and Conditions or fail to follow the reasonable directions of ERLC staff.

9. Babies in Arms

- 9.1 For the majority of Events children who have not yet turned two years old may be admitted into an Event at no cost and without a Ticket or Booking. In these cases, children will not be allocated a seat and must be seated on the lap of a parent or guardian for the duration of the Event.
- 9.2 Some Events do require children under the age of two to be admitted with a Booking or Ticket - particularly for performances programmed specifically for this age group. If this is the case, this requirement will be clearly stated on the Event's publicity.
- 9.3 A parent or guardian may be asked to leave an Event and/or the Venue where a baby is interrupting the enjoyment of other attendees.

10. Children's Events

- 10.1 Unless otherwise specified, children under 12 years of age, must be accompanied at all times by a parent or guardian to an Event.
- 10.2 Some Events are offered only for children in specific age groups. If this is the case, this requirement will be clearly stated on the Event's publicity.
- 10.3 ERLC may refuse entry to the Event or Venue, or evict you and the child from the Event or Venue subsequent to entry on valid grounds, which include, but are not limited to, any of the following circumstances:
- a) Where an age range is specified for an Event, and the child is not within the age range advertised for the Event.
 - b) If the child arrives at an Event without an accompanying parent or guardian.

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- 10.4 In certain circumstances, solely at the discretion of the Officer in Charge, a child who is not within a specified age range may be allowed to remain where the accompanying parent or guardian agrees to stay and supervise the child for the duration of the advertised Event.
- 10.5 If under the terms and conditions of a specific Event, an accompanying parent or guardian is not required to stay and supervise their child for the duration of the advertised Event (this will be generally stated on the Event's publicity or the website) , the parent or guardian must:
- a) provide a mobile phone contact number;
 - b) return no later than 15 minutes prior to the end of the advertised Event session time.
- 10.6 Any child interrupting the enjoyment of other participants may be asked to leave an Event and/or the Venue. If the parent or guardian is not present (refer clause 10.5), the child may be removed from the Event (but not the Venue). The parent or guardian will be contacted and requested to remove the child from the Event and/or the Venue. If the parent or guardian is not contactable, or fails to return to the Venue within 15 minutes of been contacted (which includes a message(s) left on voicemail), the Officer in Charge may summon the Victoria Police.

11. Privacy

- 11.1 ERLC's handling and use of your personal information is governed by the Privacy and Data Protection Act 2014 (Vic).
- 11.2 You will be asked to provide ERLC with an email address, postal address and other contact information when purchasing Tickets from ERLC, or opening an account with ERLC, via ERLC's website or otherwise. Consumers must ensure that they provide ERLC with current, complete, and accurate information.
- 11.3 Personal information submitted by you and collected through the registration and booking process is used by, or on behalf of, ERLC to administer its services and functions, including but not limited to:
- a) delivery of Bookings, processing payments, and notification of changes or cancellations.
 - b) participation in research, surveys and other campaigns.
 - c) fundraising, donations and related transactions to support library services.
 - d) subscribing to (e)newsletters and other communications about library Events, programs and activities.
 - e) operating any features, that may be accessible from ERLC's website(s), to process donations or registrations, and to clean or analyse collected data.
 - f) using historical data to suggest items, Events and other services that individuals may enjoy. Consumers can unsubscribe from any such promotional materials.
- 11.4 If you do not wish to provide personal information, you can transact anonymously by booking in person at a library branch. In doing so, you accept that ERLC will have no means of contacting you to advise of information about the Event and changes to the Event, including cancellation or postponement of the Event.
- 11.5 Your attendance at Events supported by ERLC may be digitally recorded through photographs and/or video recordings. Images may be used by ERLC or its Member Councils for promotional purposes including, without limitation, their websites, publications, social or other media. If you do not wish for your image (or an image of your child) to be published, please notify staff before the Event.
- 11.6 You must maintain the confidentiality of your account information, and should notify ERLC immediately on becoming aware of any unauthorised account activity.
- 11.7 For information regarding how ERLC collects and uses your personal information, refer to ERLC's Privacy Policy at <https://www.yourlibrary.com.au/wp-content/uploads/2017/08/Information-Privacy-Policy.pdf>