

## **Terms and Conditions of Sale**

**When purchasing a ticket through Melbourne Recital Centre's Box Office (either in-person, over the phone or online), you agree to the following Terms and Conditions of Sale:**

1. Ticket refunds are only permitted in accordance with the Live Performance Australia Code of Practice for the ticketing of Live Entertainment in Australia ([liveperformance.com.au](http://liveperformance.com.au)) or as otherwise specified by the seller. Ticket exchanges may be permitted under specific conditions, in which case fees may apply.
2. Melbourne Recital Centre reserves the right to retain any fees charged to the extent permitted by law.
3. Melbourne Recital Centre reserves the right to charge a replacement fee for lost or damaged tickets. In cases when seating is not allocated (general admission), or inadequate customer information was provided at the time of purchase, Melbourne Recital Centre reserves the right to refuse ticket replacement.
4. Melbourne Recital Centre reserves the right to change advertised programs and their respective content, dates, time, prices, venues, seating arrangements and audience capacities.
5. The right of admission is reserved by Melbourne Recital Centre.
6. Late comers will only be admitted to an event at the discretion of the venue and may be refused entry completely. Refunds or exchanges will not be permitted for late comers who are refused entry.
7. Melbourne Recital Centre reserves the right to record, broadcast or telecast any event.
8. Melbourne Recital Centre prohibits the use of audio and visual recording equipment in all of its venues, unless expressly authorised by the venue.
9. Ticket holders enter the venue at their own risk. To the maximum extent permitted by law, Melbourne Recital Centre will not be responsible for any loss, damage or injury arising from a pre-existing medical condition or breach of these conditions.
10. Melbourne Recital Centre reserves the right to search a person and/or their possessions prior to entering the venue. Refusal to comply may result in non-admittance.
11. Melbourne Recital Centre reserves the right to request that any individual article larger than an A4 sheet of paper be cloaked prior to entering the venue.
12. You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when purchasing tickets and choosing your collection/delivery details. Adequate time must be allowed for the collection of tickets from Box Office on arrival at the venue. Melbourne Recital Centre does not accept responsibility for any delays that may be encountered at the Box Office prior to an event.

13. Ticket holders may be required to produce their ticket/s as proof of authorised entry at any time.
14. Where concessions are applicable, suitable and valid identification must be provided for collection of tickets and entry to the venue. Failure or refusal to provide valid proof of concession may result in non-admittance.
15. Tickets are only valid if purchased through Melbourne Recital Centre or an Authorised Agent. Tickets may not, without the prior written consent of Melbourne Recital Centre, be resold or offered for resale at a premium (including via on-line auction sites), nor may they be used for advertising, promotional or other commercial purposes. Tickets sold or used in breach of this condition may be cancelled without a refund, with the bearer of the ticket being refused admission.
16. By purchasing tickets to a Melbourne Recital Centre event, ticket holders consent to Melbourne Recital Centre or third-parties it appoints or approves to photograph, film and/or tape them at the venue. Melbourne Recital Centre or such third parties may broadcast, publish, license and use any photographs, film, recordings and images of ticket holder without compensation. Melbourne Recital Centre, such third parties and anyone acquiring from them a right to use the material are not liable to a ticketholder in any way for its use.
17. Melbourne Recital Centre respects the privacy of its patrons and strictly adheres to the principles of the *Privacy Act 1988*. The Privacy Statement can be viewed on this website.
18. When purchasing tickets online, you acknowledge that all prices listed on the Melbourne Recital Centre website are in Australian dollars only. All credit cards will be charged in Australian dollars.
19. GST (Goods and Services Tax) will apply to all goods and services supplied through the Melbourne Recital Centre website, including to purchasers outside of Australia. Prices set out on the Melbourne Recital Center website include GST where applicable.
20. For events delivered online via streaming platforms, you are responsible for determining if the operating requirements and internet connection of your device can successfully run the stream prior to purchase.

### **Additional information: if your order contains a donation**

1. All donations of \$2 or more are fully tax-deductible. Acknowledgement of you gift and a tax receipt will be sent to you by mail or email. Please allow up to ten working days for processing of your receipt.
2. Donations of \$1000 or more may be acknowledged on the Melbourne Recital Centre's Honour Board, online and various printed publications at the discretion of Melbourne Recital Centre.

## Delivery times and venue pick up

1. Customers should allow up to 14 days for tickets sent via standard Australia Post to arrive. Postage may take longer during peak periods.
2. After they have been dispatched, tickets sent via Express Post within Australia should arrive the following business day, provided the nominated delivery address is located within the Express Post Next Business Day Network. Customers should contact Australia Post for more information on delivery zones. Customers should allow 48-72 hours for their order to be processed before being dispatched. Melbourne Recital Centre accepts no responsibility for any error or service shortcoming by Australia Post or other postal provider.
3. Customers who have nominated Melbourne Recital Centre Box Office Collection as the preferred delivery method are able to collect tickets from Box Office during operating hours. The credit card holder is required to sign for and collect tickets and must present the credit card used to make the booking.
4. Melbourne Recital Centre offers mailing services to international addresses at the customer's request and cost. Delivery times will vary depending on the delivery service requested and the location of the delivery address. For more information on international mailing services, please contact Melbourne Recital Centre Box Office on +61 (0)3 9699 3333 or email [boxoffice@melbournerecital.com.au](mailto:boxoffice@melbournerecital.com.au).

## Pricing and other errors

1. Melbourne Recital Centre reserves the right to cancel a ticket (or the order containing the ticket) and refund the total amount paid for incorrectly priced tickets arising from human error or malfunction of the website or ticketing system. This applies to scenarios where incorrectly priced tickets are:
  - a. Posted on the Melbourne Recital Centre website;
  - b. Otherwise communicated to you;
  - c. Ordered by you before its scheduled on-sale or pre-sale date; or
  - d. Ordered by you that was not supposed to have been released for sale.
2. If such refund is paid, the Melbourne Recital Centre will not be liable for any other direct, consequential or indirect loss associated with the original transaction.

## **Refunds, exchanges and cancellations**

1. Tickets cannot be refunded or exchanged after purchase except as outlined in the Live Performance Australia Code of Practice for Event Ticketing or as otherwise specified by Melbourne Recital Centre. Refer to [liveperformance.com.au](http://liveperformance.com.au).

## **Billing information verification**

1. Melbourne Recital Centre will only process an order once billing information has been verified. The supply of incorrect or incomplete information may delay or prevent processing and delivery of orders. In these cases, Melbourne Recital Centre will endeavour to contact you using the information you provided at the time of purchase. If Melbourne Recital Centre is unable to reach you after its initial attempt, we may cancel your order.

## **Pandemic and other extraordinary events**

1. Melbourne Recital Centre is committed to the safety of staff, visitors and artists and may, from time to time, impose additional special terms and conditions as required for health and safety considerations in response to unusual events such as pandemics or natural disasters.
2. The special terms and conditions will be published separately and may require visitors to comply with safety protocols, adopt on-line or cashless transactions and/or provide information relating to contact tracing, identification and vaccination status. In such a scenario, Melbourne Recital Centre reserves the right to change or modify its policies, procedures and processes relating to ticket and seating allocation, ticket collection and admittance of visitors to the venue.
3. We ask that you and each member of your party make a reasonable assessment of your health status prior to attending our venue or event. You must not attend the Centre or any event if you are required to be in isolation with a COVID 19 diagnosis or have been directed to be in isolation or quarantine because you are close contact with a person with COVID-19, are awaiting COVID-19 test results or if you are experiencing any of symptoms of COVID-19. You must communicate these requirements to all within your party for which you are responsible for purchasing tickets.

For more information on the ticketing of live events in Australia, please visit [liveperformance.com.au](http://liveperformance.com.au).

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