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## **Moncrieff Entertainment Centre Terms and Conditions of Sale**

Before proceeding with your booking, please read the booking Terms and Conditions carefully. These booking conditions incorporate the basis upon which bookings are accepted by the Moncrieff Entertainment Centre. The ticket is sold or issued by Moncrieff Entertainment Centre (MEC) as agent for and on behalf of the Organisation, Management and / or Promoter (the "Entrepreneur") responsible for the service, event or performance for which it is sold or issued. The name of the Entrepreneur is normally shown on the front of the ticket and all complaints or claims are the responsibility of the Entreperneur and not Moncrieff Theatre as its agent.

In addition to the following Terms and Conditions, the ticket is sold or issued subject to the policies and procedures of Bundaberg Regional Council.

## Please note:

- Due to copyright and privacy legislation, any unauthorised recording of an event at the MEC with cameras, mobile phones or any other audio or visual recording device is prohibited.
- Due to the provisions of liquor licensing legislation, you are prohibited from bringing your own alcohol
  onto the MEC premises. As per these Terms and Conditions, you may be evicted from the venue if you
  bring unauthorised recording devices onto the premises (and use those devices to record in the venue)
  and/or if you bring your own alcohol onto the premises.
- The MEC has a House Policy that relates to behaviour and consumption of alchohol on the premises. You must adhere to this House Policy.
- Bookings are subject to availability. Once confirmed, bookings may not be cancelled, exchanged or refunded except in the following instances:
  - If the event to which you purchased the ticket from the MEC is cancelled prior to the event
  - If the event to which you purchased a ticket from the MEC is rescheduled prior to the event (and you cannot or do not wish to attend the rescheduled event)
  - If the event is significantly relocated (where the nature of the experience and/or geographic location of the event is fundamentally altered by the change of venue)
- 2. If you are eligible for a refund under these circumstances, the MEC will handle your refund as follows:
  - If you paid by credit card, the value of your tickets plus any additional fees and charges will be automatically credited back to your card in the case of an event cancellation.
  - If you purchased your ticket/s by cash, voucher or other non-traceable means, you will need to apply for a refund from the point of purchase in a timely manner with proof of purchase.
- 3. You are <u>not</u> entitled to a refund if:
  - a. A performance is cancelled due to an act of God, natural disaster, adverse weather or for any other cause reasonably beyond the agent's control, there is no right of refund or exchange and no obligation is assured by the MEC for the arranging of a substitute service, event or performance.
  - b. You do not like or are dissatisfied with the event.
  - c. You are unable to attend the event after you have purchased a ticket (including, without limitation, your illness, the 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 for which you purchased the ticket.
  - d. If you arrive late to the event and are refused entry on the grounds that latecomers will not be admitted, or are delayed admission or re-admission until a suitable break in the performance.
  - e. If you have been refused entry for bona fide reasons relating to the venue's House Policy.
  - f. Changes are made to casting or support acts.
  - g. Changes are made to ticket pricing after you have purchased your ticket.
  - h. Additional seats or dates are released after you have purchased your ticket.
  - i. Your tickets have been lost or stolen.
  - 4. You may be refused entry or evicted if:
    - a. You cannot produce a ticket for the event.
    - b. You produce a ticket that has been altered or changed in any way.
    - c. You cannot produce proof of concession or entitlement.
    - d. You do not produce identification when it is requested by staff or if you produce identification that has been altered or changed in any way.
    - e. You produce a ticket that has been identified by the presenter or the venue as having been sold by an unauthorised seller.





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- f. You are in possession of 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 the venue.
- g. You behave in a disorderly way or you are demonstrating behaviour consistent with undue intoxication.
- h. You behave in a way that interferes with other customers' enjoyment of the event, including the use of cameras, mobile phones, personal computers, paging devices or electronic devices or if you are inhibiting or distracting the view of another customer.
- i. Where you refuse to remain in the area or seat designated on your ticket.
- Where you do not heed the reasonable and lawful instructions of the Moncrieff Entertainment Centre staff
- 5. Please note that your person and your posessions may be searched at an event. If you refuse a legitimate and legal search you may be refused entry.
- 6. It is the ticket purchaser's responsibility to ensure that the tickets purchased are correct at the time of purchase. The Moncrieff Entertainment Centre will not change bookings once they have been confirmed and paid for.
- 7. All prices quoted are in Australian dollars. (including GST)
- 8. The right is reserved to add, withdraw or substitute artists, vary ticket prices and / or vary advertised programmes, seating arrangements and audience capacity.
- 9. Prices are subject to change without notice.
- 10. The right of admission is reserved by the venue and / or Entrepreneur and / or its agent regardless of whether a ticket has been pre-purchased or not.
- 11. Information, cast and event dates are subject to change. The company/s is / are not responsible for any cancellation or rescheduling of events or for changes in the programme or performers. In the case of rescheduling of an event, tickets will be transferred to the new date.
- 12. The Company/s reserves the right to charge an administration fee if a lost ticket needs to be re-issued.
- 13. The Company/s is not resposible for issues arising at the performance relating to venue / performance or the behaviour of other patrons.
- 14. Complaints may be made by contacting the Venue Coordinator by the following means:
  - a. By phone: 07 4130 4100
  - b. By email: <a href="mailto:theatrem@bundaberg.qld.gov.au">theatrem@bundaberg.qld.gov.au</a>
  - c. By post: Venue Coordinator, Moncrieff Entertainment Centre, PO Box 3130, Bundaberg QLD 4670

The Moncrieff Entertainment Centre has a comprehensive risk management plan which encompasses all aspects of our business allowing staff to comply with all laws which enable the theatre to engage in good business practices. Patrons must heed the advice of Moncrieff Entertainment Centre staff at all times.