

Boroondara Arts – Conditions of entry

In these Conditions of entry:

Council means the City of Boroondara, and includes the City of Boroondara's employees, agents and contractors.

Conditions of entry means these terms and conditions, as amended from time to time.

Venue means any of Council's venues and premises, including but not limited to, Hawthorn Arts Centre, Town Hall Gallery, Kew Court House, and any other venue, premises or space owned, operated or made available for use by the Council.

You or **Your** means you, and includes any children or dependents under your supervision.

1. Application

By entering the Venue, you agree to comply with these Conditions of entry.

2. General

When visiting or using the Venue, you must, at all times, comply with:

- (a) any applicable laws or policies developed by Council, including but not limited to, the City of Boroondara Amenity Local Law; and
- (b) any reasonable direction or request, whether verbal, by signage or otherwise, from Council.

3. Entry

To the fullest extent permitted by law, Council reserves the right to deny you entry to the Venue, or require you to leave the Venue, for any valid reason, including but not limited to, where you:

- (a) cannot produce a valid ticket;
- (b) cannot produce valid proof of concession, if you have purchased a concession ticket;
- (c) produce a ticket that has been obtained, purchased or dealt with contrary to these Conditions of entry or the ticketing terms and conditions;
- (d) refuse to allow a search of your bag, luggage, or similar items of personal property;
- (e) refuse to follow any lawful and reasonable direction of Council;
- (f) refuse to remain in the seat or area designated on your ticket;
- (g) behave in any manner which, in the opinion of Council, interferes with, threatens the safety of, or otherwise disrupts other patrons at the Venue;

- (h) arrive at the Venue after the commencement of the performance or event, if a lock-out applies; or
- (i) otherwise do, or attempt to do, anything in contravention of these Conditions of entry.

4. Behaviour

When attending or using the Venue, you must behave in a manner that is considerate and respectful towards the Venue and other patrons. Without limiting this **clause 4**, you must not:

- (a) behave in a manner which, in the opinion of Council, unreasonably disrupts or interferes with any other patron's use and enjoyment of the Venue;
- (b) behave in a manner which threatens the safety of any other person in the Venue, including but not limited to other patrons, performers, and Council's employees, agents or contractors;
- (c) behave in a manner which damages or may damage the Venue or the personal property of other patrons;
- (d) smoke within the Venue at all;
- (e) bring any animals into the Venue, except for assistance animals; and
- (f) consume food/drink/alcohol in areas that are restricted, including Town Hall Gallery.

5. Personal property

- (a) You acknowledge and agree that you are solely responsible for the safety and security of any personal property or other belongings that you bring into the Venue.
- (b) You should ensure that you do not leave any personal property or other belongings unattended in the Venue.
- (c) Council reserves the right to search, screen or otherwise inspect your bag, luggage or similar items of personal property, upon entry to and exit from the Venue.
- (d) Council will not be liable for any loss, damage or theft of your personal property resulting from your attendance at or use of the Venue.

6. Children

- (a) You must supervise any children under 12 years of age for whom you are responsible (including school children), at all times when attending or using the Venue.
- (b) You must leave any prams or strollers in the specified area of the Venue during any event, performance or activity.

7. Privacy

By entering the Venue, you acknowledge that Council may:

- (a) use Closed Circuit Television Systems (CCTV) within and around the outside of the Venue for security purposes; and
- (b) photograph, film or otherwise record, any events, performances or activities taking place in or at the Venue, for Council's reporting or promotional purposes.

Council's Privacy Statement can be found on the [Privacy statement page of the City of Boroondara website](#).

8. Risk

- (a) You enter and use the Venue at your own risk.
- (b) You acknowledge and agree that attending performances, concerts, and other similar entertainment events may carry risks, including but not limited to, the risk of serious injury or property loss, damage or theft. This may include injury, loss or damage caused by falling or tripping, and the acts, omissions or negligence of other patrons.

9. Limitation of liability

- (a) To the fullest extent permitted by law, Council will not be liable for any injury, loss or damage arising out of or in connection to your attendance at or use of the Venue.
- (b) You agree to release and hold harmless Council from any claims resulting from any damage, loss or injury arising out of or in connection with your attendance at or use of the Venue, except the extent caused by the default or negligence of Council.

10. Amendments

- (a) Council reserves the right to amend, vary or replace these Conditions of entry from time to time, including for specific events or premises.
- (b) Council will advise of any variations or amendments to the Conditions of entry via the Boroondara Arts pages on the [City of Boroondara website](#).