**GENERAL TERMS AND CONDITIONS**

*Updated September 2024*

Listed below are the general terms and conditions which apply to performances and events presented by the Australian Chamber Orchestra at ACO On The Pier and other venues (“ACO Events”) as well as performances and events at ACO On the Pier presented by others (“Other Events at ACO On The Pier”). By booking tickets to or attending ACO Events and Other Events at ACO On The Pier you will be deemed to have read and understood the terms and conditions below. By attending ACO Events at places other than ACO On The Pier, you also agree to the conditions of entry of the place at which the ACO Event is being held. If you book tickets on behalf of someone else, you will be deemed to have agreed to these terms on your own behalf and as an agent for the other person.

1. The right of admission is reserved.

2. The right is reserved to vary, substitute or withdraw advertised programs, artists and seating arrangements.

3. No refunds except as provided in the Live Performance Australia Code of Practice for the Ticketing of Live Entertainment in Australia.

4. Exchanges are subject to availability as per ACO ticketing terms and may incur a fee. Please see our Tickets & Bookings page for more details.

5. A booking fee of $8.50 applies per transaction for all online and phone bookings, regardless of the number of tickets or events purchased simultaneously. Please see our Tickets & Bookings page for more details.

6. The making of recordings of ACO Events or Other Events at ACO On The Pier is prohibited. In most instances, you may take photographs without flash during applause, if you take care not to disrupt the performers or other audience members. If in doubt please check with the ACO or the presenter of Other Events at ACO On The Pier, or a member of venue staff.

7. Mobile phones, pagers, and so forth must be silenced before the commencement of ACO Events and Other Events at ACO On The Pier.

8. The ACO or presenter of Other Events at ACO On The Pier reserves the right to record, broadcast and simulcast any performance.

9. Tickets are only valid when purchased from the ACO or an authorized agent of the ACO. Tickets purchased from Viagogo, Ticketmaster Resale, Ticketbis, eBay, Gumtree, Tickets Australia or any other unauthorised re-seller may be cancelled without notice and/or the holder may be refused admission to the event ACO Events or Other Events at ACO On The Pier.

10. Performances and Other Events at ACO On The Pier may be unsuitable for children. Please check the event details or speak with the presenter or a member of ACO staff. All patrons irrespective of age must hold a valid ticket and occupy a seat or dedicated position unless otherwise specified.

11. Patrons arriving late will not be admitted into the ACO Event or Other Events at ACO On The Pier until there is a suitable break in the performance. In some cases, latecomers may not be admitted at all.

12. Patrons are responsible for their own safety and property and enter ACO Events and Other Events at ACO On The Pier at their own risk.

13. The ACO is not liable to you for any claims, damages, compensation, losses or expense as a result of ACO Events or Other Events at ACO On The Pier being cancelled, postponed or changed.

14. The ACO may make offers to ticket holders during the normal course of business. These offers are subject to change without notice and the ACO is not responsible for the performance of third parties in relation to any offer or service.

15. The ACO may choose not to enforce some terms and conditions however this does not mean that the ACO waives its right to enforce some or all of the terms as it sees fit. If any of these terms cannot be enforced, the other terms will survive.

16. The ACO will replace lost or forgotten tickets.

17. Tickets will be issued digitally to the email address registered on your ACO account. Merchandise, and in exceptional circumstances printed tickets, will be sent via Standard Australia Post within 4 business days of purchase. Subscription tickets may take up to 2 months to be dispatched from purchase. The ACO does not claim any responsibility for lost or damaged items after dispatch, or tickets that arrive late.

18. Merchandise orders delivered outside of Australia may incur additional postage fees after time of purchase.

CONDITIONS OF ENTRY:

• You may be refused entry to or be removed from ACO Events or Other Events at ACO On The Pier if you are intoxicated, behaving in an aggressive or disruptive manner; if you compromise the health, safety and wellbeing of performers, staff or other visitors; if you interfere unreasonably with another visitor’s enjoyment of the ACO Event or Other Events at ACO On The Pier Venue or interfere with staff carrying out their duties; or as specified elsewhere in these General Terms and Conditions. Tickets will not be exchanged or refunded in these circumstances, unless required by law.

• The ACO may need to refuse admission for safety or security reasons, in which case, and provided that you have in no way contributed to the circumstances of the refusal, we will refund your ticket if it was purchased in accordance with these General Terms and Conditions.

• Unless otherwise specified, we do not provide supervision of children. All children requiring supervision must be accompanied by a supervising adult at all times and may be refused admission or attendance if not accompanied by a supervising adult.

• Without limiting our rights in this section, we reserve the right to move an audience member to an alternative seat where we believe they are causing disruption to artists, performers or other audience members or are interfering unreasonably with others’ enjoyment.