

Ticketing and Entry Terms and Conditions

PURPOSE

The purpose of these Terms and Conditions is to provide guidance to, and ensure the safety of, all visitors attending Kingston Arts Venues. These terms and conditions exist to ensure compliance with liquor licensing regulations, workplace health and safety, and public safety requirements, while also providing an enjoyable experience for all attendees.

These conditions relate to activity in the **following** venues:

- Kingston City Hall, 985 Nepean Hwy, Moorabbin
- Kingston Arts Centre & G1 & G2 Galleries, 979 Nepean Hwy, Moorabbin
- Shirley Burke Theatre & G3 Gallery, 64 Parkers Road, Parkdale

(Kingston Arts Venues)

TERMS AND CONDITIONS

1. Entry

By entering a Kingston Arts Venue operated by Kingston City Council, the entrant agrees to comply with:

- a) These Terms and Conditions of entry
- b) All lawful directions given by staff
- c) Any applicable event-specific conditions

Failure to comply may result in refusal of entry or removal from the Kingston Arts Venue (clause 10).

2. Ticketing and purchasing of tickets

- a) Tickets are sold and issued subject to [LPA Ticketing Code of Practice](#).
- b) Entry to Kingston Arts Venues is permitted only with a valid ticket, pass, or other authorisation issued by the venue. Entry to Kingston City Council galleries is free and does not require a ticket unless indicated otherwise.
- c) Kingston Arts is the authorised ticket seller to performances at Kingston Arts Venues. Kingston City Council reserves the right to refuse entry to any patrons who have purchased their tickets from any unauthorised seller.
- d) Venue Management reserves the right to refuse entry or request identification at any time to confirm a person's identity, age, or eligibility to attend.
- e) Specific warnings about the production or exhibits will be advised prior to the day of activity, providing that information has been supplied by the producer/promoter of that activity.
- f) Latecomers may only be admitted at the discretion of Venue Management, and entry may be refused on occasions. "Lock Out" periods may be enforced at certain periods during a performance at the request of the artist/presenter.

- g) Unless otherwise indicated, all persons including children (2 years and over) must hold a valid ticket for that activity.
- h) At designated performances, children under 2 years of age will be admitted free of charge under the condition they are seated on the lap of an accompanying adult with a valid ticket.
- i) Tickets are non-refundable and non-transferrable, subject to the discretion of Venue Management. A fee may apply to any refunds or exchanges.
- j) Unless otherwise stated, concession pricing is available for Government Pension Card/Senior Card, Full-Time Student Concession Card and Health Care Card holders. Customers who qualify for concession must be prepared to show relevant card at the time of booking and/or upon entering the venue.
- k) Kingston Arts accepts Companion Cards, allowing card holders access to one free ticket when accompanied by a companion. Companion cards cannot be purchased online. [Speak with our Box Office team](#) online or in person for more information. Patrons who qualify for a Companion Card must be prepared to show relevant card at time of booking and/or upon entering the theatre.
- l) Attendees will receive an email with purchased eTickets attached as a PDF 3 days prior to the event. Upon receipt of electronic tickets, attendees can choose to print their tickets or present them on their smartphone.
- m) For attendees wishing to collect a physical ticket, these tickets can be collected from the Box Office within the hour prior to the performance/event.

3. Prohibited items

Patrons are not permitted to bring the following items into a Kingston Arts Venue:

- a) Weapons or items that could reasonably be used to cause harm.
- b) Glass containers, cans, or opened drink bottles (unopened bottles of water in clear containers are allowed and baby bottles)
- c) Any form of alcohol.
- d) Large bags, luggage, or bulky items.
- e) Items that may cause disruption to performances or the comfort of other patrons, such as confetti, balloons, fireworks, flares, laser pointers, or unauthorised special effects.
- f) Banners, posters, flags or signs.
- g) Any unauthorised promotional, advertising, commercial, political, religious or offensive items or material, including but not limited to leaflets, clothing, stickers or flyers.
- h) Professional recording equipment. Strictly no tripods, mono-pods, selfie sticks or gimbles allowed.
- i) Bicycles, scooters, rollerblades or skateboards or electronic counterparts.

Venue Management reserves the right to conduct bag checks or security screenings as a condition of entry.

4. Licensed Area & Responsible Service of Alcohol

- a) Kingston Arts Venues operate under a liquor licence and must strictly comply with the *Liquor Control Reform Act 1998* (Vic) and all Victorian liquor licensing requirements.
- b) Venue staff must refuse to supply alcohol to persons under the age of 18.
- c) Patrons may be required to present a government issued photo identification before purchasing or consuming alcohol.
- d) For all public mixed aged events, all patrons appear to be aged 18 to 26 shall be wrist banded. All patrons over the age of 26 shall be wrist/hand stamped and this would be at the discretion of the nominee prior to the commencement of the event and in accordance with Council's venue hire policies.
- e) For all private mixed aged events the wrist banding of patrons appear to be aged between 18 to 26 and the wrist/hand stamping of all patrons over the age of 26 would be the discretion of the nominee prior to the commencement of the event and in accordance with Council's venue hire policies.
- f) Venue staff and venue security have the authority to refuse service of alcohol to any patron who is intoxicated, argumentative or behaving in a disorderly manner. Patrons who fail to comply with liquor licensing laws or the venue's Responsible Service of Alcohol obligations may be removed without refund.

5. Smoking, Vaping and Illicit Substances

- a) Smoking inside Kingston Arts Venues is strictly prohibited, this includes smoking, e-cigarettes and vaping as indicated by signage around the venues.
- b) Patrons are not permitted to bring or use illegal substances, including controlled, dangerous or illicit drugs into any Kingston Arts Venue at any time.

6. Safety & Security

- a) The safety of patrons and staff is a priority.
All patrons must follow the instructions of venue staff and security personnel at all times.
In the event of an emergency, patrons must evacuate immediately via the nearest exit and assemble at the designated evacuation point as directed by venue staff.
- b) Kingston Arts is committed to adhering to the Victorian Government's Child Safe Standards. More information on Child Safety and Wellbeing and how to report incidents can be found on the [City of Kingston website](https://www.cityofkingston.vic.au/city-of-kingston-website).
- c) Security cameras operate in and around the venues and by attending any Kingston Arts Venues you acknowledge that you may be filmed.
- d) Patrons showing symptoms of communicable diseases/viruses may be refused entry in line with public health directives.

7. Accessibility

Kingston Arts is committed to ensuring inclusive accessibility for all patrons.

Accessible facilities, seating, aisles, and entry points are available at all Kingston Arts Venues, and patrons are encouraged to notify venue staff if they require assistance.

Accessible routes, seating, and emergency exits must always remain clear and unobstructed.

8. Assistance Animals

Only assistance animals that are appropriately trained and registered to assist a person with a disability are permitted inside the Kingston Arts Venue unless otherwise authorised by Kingston City Council.

Assistance animal has the meaning ascribed to it by the *Disability Discrimination Act 1992* (Cth).

9. Filming, Photography, and Media

The Kingston Arts Venues or event organisers may record, film, or photograph performances, which may include audience members in incidental shots. By entering the venue, patrons grant permission for their image or likeness to be used for promotional or archival purposes, unless you specifically advise venue staff that you do not wish to be included in filming, photography and media. This does not pertain to Security CCTV.

During performances, patrons must switch mobile phones and electronic devices to silent mode and refrain from using them in a manner that disrupts the performance or enjoyment of others.

Flash photography, filming, and audio recording of performances are prohibited unless explicitly authorised by the venue or the event organiser.

10. Refusal of Entry and Removal of Patrons

Kingston Arts and Venue Management reserves the right to refuse entry or remove any person who is acting in contravention of section 116 of Kingston's Community Local Law 2025 and/or the patron:

- a) Cannot produce a valid ticket for the event.
- b) Cannot produce proof of a concession entitlement where a concession ticket has been purchased.
- c) Refuses to remain in the area or seat designated on their ticket.
- d) Produces a ticket that is invalid or fake.
- e) Appears intoxicated or under the influence of illicit drugs or is smoking or vaping.
- f) Engages in behaviour that is offensive, argumentative, disorderly, unsafe, or disruptive to staff, performers, or other patrons.
- g) Refuses to comply with venue staff instructions.
- h) Is not treating venue staff and patrons with respect.
- i) Touches or interferes with the artwork or any other objects on display in exhibitions, displays or in the foyer of the Kingston Arts Venue unless the item is clearly designated as an interactive element.
- j) Fails to meet any other of these Terms and Conditions.

No refunds will be issued in cases where entry is refused, or a patron is removed for non-compliance.

11. Liability

Kingston City Council accepts no responsibility for lost or stolen personal items.

When entering Kingston Arts Venues, patrons accept all risks and agree that Kingston City Council is not responsible for damaged, lost, or stolen property, or for any other loss, damage, or injury—unless such issues arise from negligence by Kingston Arts or its staff. Liability is excluded to the fullest extent allowed by law.

12. Reservation of Rights

- a) Kingston City Council reserves the right to vary advertised artists, programs, timing, pricing and seating arrangements.
- b) Tickets purchased may be subject to an additional transaction fee should the program be changed.
- c) Council reserves the right to vary ticket prices and times throughout the sales period.
- d) These Terms and Conditions are enforced by Kingston City Council Venue Management, duty managers, and authorised security personnel.
- e) All decisions regarding entry, patron behaviour, or removal from the venue are final.
- f) Venue Management reserves the right to update these Terms and Conditions from time to time to reflect changes in law, licensing requirements or operational needs.

The current version of the Ticketing & Entry Terms and Conditions is available on Kingston Arts website and at Kingston Arts Venues.

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