

TOWN HALL THEATRE

TERMS & CONDITIONS

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This Site is made available solely for access from places in Australia and to users located in, or ordinarily resident in Australia.

The following Terms govern your use of this Site and any order or purchase of any product, service, merchandise or ticket from this Site. Your access to and use of the Site is conditional on acceptance of these Terms. Use of the Site indicates your acceptance of these Terms and Conditions. You are not authorised to access or use the Site if you do not accept these Terms and Conditions.

Who May Use This Site

Children under the age of 16 may not purchase any Product on this Site. If you are under the age of 16 and would like to purchase a Product on this Site, please ask your parent or guardian for permission to assist you in this.

Access and Use

You must not use this Site, or any in any manner or for any purpose which is unlawful or contrary to and of these Terms.

Town hall Theatre reserves the right to reject in its absolute discretion any order you place to purchase a Product, or to deny access to this Site, for any conduct that Town Hall Theatre, in its sole discretion, believes may breach the law, these Terms, violates the rights of Town Hall Theatre or third parties, or is otherwise inappropriate for continued access and use of the Site.

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The Town Hall Theatre logo and name are trademarks of **TOWN HALL THEATRE**, and may not be used as part of your business or in connection with any goods or services without the prior written consent of Town Hall Theatre.

Sale of Tickets

Tickets are also made available subject to the classification of the relevant film given by the Office of Film and Literature Classification. By purchasing a ticket, you represent that you (and any persons for whom you purchase a ticket) are of an age permitted to purchase a ticket pursuant to the relevant classification for the film. TOWN HALL THEATRE reserves the right to request proof of age identification before permitting entry into films based on their classification, and refuse entry to you if you are not legally entitled entry to the film. Unless otherwise stated all transactions are denoted in Australian dollars.

In cinema

Movie tickets can be purchased on Site, in cinema by cash, credit card or **TOWN HALL THEATRE** gift vouchers purchased at the theatre.

Movie tickets purchased on Site or in cinema are non-refundable.

The **TOWN HALL THEATRE** will transfer tickets to another movie/session of equal or lesser value if 48 hours of notice has been given. No refunds will be given if you have simply changed your mind.

Online Tickets

Movie tickets can be purchased via the **TOWN HALL THEATRE** website www.townhalltheatre.com.au using a credit card.

Movie tickets purchased via the above **TOWN HALL THEATRE** online channels are non-refundable and are not available for exchange, unless required by law. No refunds will be given if you have simply changed your mind.

The **TOWN HALL THEATRE** will transfer online tickets to another movie/session of equal or lesser value if 48 hours of notice has been given.

Prices shown on the **TOWN HALL THEATRE** online channels include GST where applicable.

Seat Allocation

Where allocated seating is applicable, seat reservation for movie tickets purchased on Site in cinema or via the **TOWN HALL THEATRE** online channels are on a "best available" basis. Seats are allocated via a prescribed computer program or can be selected by the customer.

By purchasing movie tickets on Site in cinema or via **TOWN HALL THEATRE** website, you agree that:

- (a) You will accept the seat reserved for each ticket purchased; and
- (b) We make no warranties or representations to you that you will be seated in a particular seat, row or section of the relevant cinema. **TOWN HALL THEATRE** Management team reserves the right to re-allocate seats at their discretion.
- (c) You agree that we may, at our discretion, refuse to sell movie tickets to you or withdraw any movie tickets from sale.

Movie tickets are made available subject to the classification of the relevant movie given by the Office of Film and Literature Classification. Where concession tickets are purchased, suitable identification must be presented upon collection of the tickets.

Competitions and Promotional Offers

TOWN HALL THEATRE may use the Site to run competitions and other promotional offers. You acknowledge that by participating in such competitions and promotional offers, you have read and agree to be bound by any additional terms and conditions applicable to those competitions and promotional offers.

Returns Policy - Vouchers / Gift Cards

- Prepaid movie vouchers and gift cards cannot be replaced or refunded if lost, stolen or damaged.
- Prepaid movie vouchers and gift cards cannot be refunded and change will not be given irrespective of cinema pricing.
- Prepaid movie vouchers and gift cards cannot be exchanged for cash.

Links and Advertisements

This Site includes links to other websites (Linked Websites). Unless otherwise stated at those websites, those websites are not controlled by **TOWN HALL THEATRE**. By using those links, you acknowledge and agree:

- **TOWN HALL THEATRE** is not responsible for the availability of, or in relation to, content located on or through a Linked Website.
- inclusion of a Linked Website on this Site does not imply any endorsement of the Linked Website by **TOWN HALL THEATRE** or its affiliates or their respective directors, officers or employees; and
- You link to any Linked Website at your own risk.

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- You acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties;
- You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Site or the material on or accessible through the Site;
- **TOWN HALL THEATRE** may change any of the material on the Site at any time without notice and is not obliged to update any material on the Site;
- the Site and all Content is provided on an “as is” basis and without warranties of any kind, either express or implied,;
- **TOWN HALL THEATRE** and its suppliers do not warrant that this Site or any Content, or any user generated content, is fit for a particular purpose or of merchantable quality;
- **TOWN HALL THEATRE** and its suppliers do not warrant that any Content or your access to this Site will be uninterrupted or error-free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bombs, cancelbots or other harmful components; or that any defects in this Site or Content will be corrected;
- **TOWN HALL THEATRE** does not warrant that this Site or the server which stores and transmits Content to you are free of viruses or any other harmful components; or the results of your access to, this Site (including any related or Linked Website) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise; and
- **TOWN HALL THEATRE**, its affiliates and their respective agents, employees, directors and officers exclude liability for any indirect, incidental, special or consequential damages, including (but not limited to) losses or damages for loss of business or profits, business interruption, loss of information, or damages arising out of the reliance on, use of or inability to use the material or information available on or accessible through the Site, which results from any use or access of, or any inability to use or access, this Site or any Content.

TOWN HALL THEATRE liability for breach of any implied terms, warranties or conditions is limited to the maximum extent permitted by law, and in the case of Consumer Rights, to any of the following (at **TOWN HALL THEATRE** option):

(a) in the case of services supplied or offered by **TOWN HALL THEATRE** at **TOWN HALL THEATRE'S** option, the supply of the services again or the payment of the cost of having services supplied again; and

(b) in the case of goods supplied or offered by **TOWN HALL THEATRE** at **TOWN HALL THEATRE'S** option, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired (in that order).

Your Indemnity

TOWN HALL THEATRE relies on your continued observance of these Terms. If **TOWN HALL THEATRE** suffers any loss or damage or incurs any costs in connection with any breach by you of these Terms or any applicable law, then you agree to indemnify **TOWN HALL THEATRE**, and its officers, directors, shareholders, employees, consultants, agents and related bodies corporate for those losses, damages and costs.

Generally

These Terms will be governed by and construed in accordance with the laws of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Australia. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

We may from time to time change the terms that govern your use of this Site. Your use of this Site following any such change constitutes your agreement to follow and be bound by the terms as changed. We may change, move or delete portions of, or may add to, this Site from time to time.

Conditions Of Entry

Bring Your Id

Photo ID is required as proof of age for MA15+ and R18+ rated films. Discounted tickets also require the presentation of the applicable discount card, including Seniors, Student and Concession.

Keep Your Ticket With You

All guests aged three and over must have a valid ticket and may be required to produce it for inspection by the cinema team. Children aged two years and under 3 years must be accommodated on a ticket-holding guest's lap.

Respect Other Guests In The Cinema

Please refrain from talking, disturbing others or putting your feet on seats or railings. Also, switch off your mobile phone or keep it on silent while in the cinema.

Keep Prams Or Strollers Out Of The Way

Prams & strollers must be left in the foyer of the theatre unless otherwise directed by theatre volunteers at their discretion.

Leave Electronic Equipment At Home

The recording, or attempted recording, of films is a serious criminal offence and **TOWN HALL THEATRE** will report all suspected offenders to police for prosecution.

No filming or recording is permitted on **TOWN HALL THEATRE** premises including foyer areas unless otherwise advised. For any questions regarding this or to seek filming permission contact **TEMORA SHIRE COUNCIL** at (CONTACT DETAILS)

Hold Onto Your Personal Belongings

TOWN HALL THEATRE does not accept responsibility for any losses or damage incurred.

Dress Appropriately

Neat, casual dress, including footwear, is the minimum standard required at all times.

Butt Out

TOWN HALL THEATRE premises are strictly smoke-free and smoking is not permitted under any circumstances.

Safety First

For the safety and security of guests and staff, please note recorded video surveillance and silent alarms may be in use.

Our Rights - TOWN HALL THEATRE Management Reserve The Right To...

- Refuse guests' entry to the premises.
- Request guests leave the premises without a refund, should they breach any of these conditions of entry.

Inspect any bag at any time on the premises. No alcohol, bottles, cans, aerosols, glass, outside food or beverages, laser pointers, large bags, personal stereos, electronic equipment, rollerblades, bicycles, scooters or skateboards are permitted, unless otherwise advised.