

**BARKING GECKO THEATRE
COVID-19 TICKETING TERMS AND CONDITIONS AMENDMENTS**

CURRENT AS OF: 1 MARCH 2023

Important notice:

The safety of our audiences, participants, artists, crew, and staff is of utmost importance to us. We're working closely with our venues and taking every care to ensure our audiences and participants can enjoy our shows and workshops in safety and comfort.

The presentation of Barking Gecko Theatre Events is subject to all government orders relating to COVID-19. In the instance that WA Government health advice changes, Barking Gecko may need to update these terms and conditions to reflect applicable government public health orders. Any updates are to be read in conjunction with Barking Gecko Theatre's standard Ticketing Terms & Conditions (below).

Western Australia's State of Emergency and the Public Health State of Emergency came to an end at 12:01am Friday, 4 November 2022.

Mask Wearing encouraged

As of 4 November 2022 masks are no longer mandatory but encouraged for indoor public venues where physical distancing is not possible.

Do not attend if you are unwell

If you feel unwell before a show, we ask that you please stay home to keep our community safe. Please contact Barking Gecko or the venue by email or phone prior to the show and we can discuss your options.

COVID-19 Exchanges and Refunds

While generally a refund of a ticket is not applicable because of a change in your personal circumstances, for the safety of our artists, staff and other ticketholders, you should not attend a performance if you are unwell. Barking Gecko's refund and exchange policy as related to COVID-19 can be viewed below. This applies if you:

- a) Develop any of the recognised symptoms of COVID-19;
- b) Come into contact with someone displaying COVID-19 symptoms;
- c) Come into contact with a confirmed case of COVID-19;
- d) Choose to self-isolate or quarantine (and the Event falls within that isolation or quarantine period) by reason of paragraphs (a) to (c) above.

We reserve the right to require that you provide supporting documentation including but not limited to medical documentation where reasonably required.

Refunds and exchanges will be available before the Event. Please contact Barking Gecko Theatre or the venue prior to the event to discuss your options.

No refunds or exchanges will be available after the Event has taken place. If you are unable to attend an Event due to failure to comply with any government or venue mandated conditions of entry (as per above), Barking Gecko refuses the right to provide a refund or exchange.

Please note that as of 1 January 2023, terms and conditions as related to COVID-19 may vary according to your seller; please check your order confirmation carefully to see which conditions may be applicable.

If you have any queries regarding the above, please contact Barking Gecko at gecko@barkinggecko.com.au

Changes to Events

Should WA Government health advice change, and result in a subsequent change in venue capacity for an Event, Barking Gecko may need to cancel and refund a portion of purchased tickets. If this happens, the most recently purchased tickets will be cancelled first. We encourage you to book early to avoid disappointment.

We endeavour to keep ticketholders informed at all times but recognise that Event details may sometimes change with little or no notice. Please ensure your contact information is up-to-date and correct. If you fail to provide sufficient and appropriate contact information, Barking Gecko is not responsible for the failure to contact you. You can view Barking Gecko's Privacy Policy [here](#).

Venue Safety

Barking Gecko Theatre and the venues we work with are taking the utmost care to ensure audiences and participants enjoy our events in safety and comfort.

Please refer to the venue website of your performance/event for more details about their Covid Safety Plan.

State Theatre Centre of WA & Subiaco Arts Centre (& all Arts & Culture Trust Venues): [Covid Safety Plan](#)

Midland Junction Arts Centre: [Covid Safety Plan](#)

Koorliny Arts Centre: [FAQs](#)

BREC: [Covid-19 Policy](#)

Other venues – please refer to your venue's website for details.

This amendment to Barking Gecko's ticketing terms and conditions will remain in place until 31 December 2023 after which this policy is subject to review by Barking Gecko. Following the review, the policy may be extended (with or without variations) for an additional period or may revert to Barking Gecko's earlier policy unless recommended otherwise by Live Performance Australia's (LPA) Ticketing Code of Practice.

BARKING GECKO THEATRE GENERAL TICKETING TERMS AND CONDITIONS

INTRODUCTION

Welcome to the Barking Gecko Theatre (Barking Gecko) ticketing terms and conditions (Ticketing Terms and Conditions). All tickets (Ticket/s) to Barking Gecko events (Events) are subject to these Ticketing Terms and Conditions. This includes Tickets purchased through Barking Gecko's website, via phone, mail, email and in person.

These Terms and Conditions incorporate the Live Performance Australia Ticketing Code of Practice – Consumer Code (Ticketing Code of Practice), which sets out a code of conduct for the sale of tickets to live events including consumer rights. You can find a copy of the Ticketing Code of Practice [here](#).

If you have previously purchased a Ticket, either through Barking Gecko or any authorised ticket seller, please be aware that the Ticketing Terms and Conditions may since have been updated without notice. This is the latest version of the Ticketing Terms and Conditions.

All questions concerning the Ticketing Terms and Conditions should be directed to Barking Gecko using these contact details:

MAIL: Barking Gecko Theatre, Whadjuk Country, PO Box 23 NORTHBRIDGE WA 6003

EMAIL: gecko@barkinggecko.com.au

For terms and conditions related to Creative Learning events and programs not limited to but including School Season Performance bookings, Gecko Ensembles, Barking Gecko Road Co, School Holiday Workshops and Specialist Workshops, please check the related page on our website or your booking form.

1. APPLICATION

“You” means the person acquiring a ticket or seeking to attend an Event and “we” means Barking Gecko. “Event” refers to performances, events, or other presentations by Barking Gecko for which Barking Gecko sells tickets.

The sale of tickets for an Event and attendance at an Event are subject to these Ticketing Terms and Conditions as well as any specific terms and conditions notified at the time of ticket sale. This includes terms and conditions applicable to the venue of the Event, as well as any terms and conditions displayed at the point of sale and at the venue of the Event.

These Ticketing Terms and Conditions remain in effect even if the Ticket is purchased on behalf of, given to or sold to someone else. The subsequent holder of the Ticket is bound by the same Ticketing Terms and Conditions. You must undertake to inform them of these Ticketing Terms and Conditions and any other terms and conditions notified at the time of sale.

2. RESALE IS PROHIBITED

Tickets are only valid when purchased through an authorised agent. By purchasing Tickets to an Event, you agree not to re-sell any tickets or offer for unauthorised resale for an amount which exceeds the original ticket by more than 10%, or as specified by law

Barking Gecko and the Arts & Culture Trust (ACT) are the only authorised ticket sellers for Events, unless we specify on our website that there are other authorised ticket sellers for a specific Event. Tickets purchased from Ticketmaster Resale, Viagogo, eBay, Gumtree, Facebook, TicketBlaster or any other unauthorised re-seller may be cancelled without notice and/or the holder may be refused admission to the Event.

3. REFUNDS & EXCHANGES - GENERAL

All ticket purchases are final and shall not be refunded, except as required by law or in accordance with the Live Performance Australia (LPA) Ticketing Code of Practice or as otherwise specified by Barking Gecko.

Tickets will be fully refunded or exchanged where the Event to which you purchased a Ticket is:

- cancelled;
- rescheduled (and you cannot or do not wish to attend the rescheduled Event); or
- significantly re-located.

Or as is otherwise stated in the Ticketing Code of Practice. We reserve the right not to provide a refund or exchange if:

- a) Your Ticket was not purchased from an authorised ticket seller for the Event;
- b) You cannot provide proof, upon request by Barking Gecko, that your Ticket was purchased from an authorised ticket seller;
- c) Your Ticket was free or complimentary;
- d) Your grounds for request consist of any of the following:
 - i) You did not enjoy the Event
 - ii) You arrived late to the Event or did not attend
 - iii) You were refused entry to the Event or removed from the Event due to the breach of any reasons described in paragraphs 10-11; or any reason set out as being a reason for refusal of entry or removal in the Ticketing Code of Practice.
 - iv) the Event used an understudy in the place of a main performer and you were made aware of the use of an understudy at or before the time of the Event;
 - v) The Ticket price was altered after the time at which you purchased your Ticket
 - vi) Your Ticket was lost, stolen or is invalid
 - vii) If, despite our reasonable diligence, the cause was outside our control.

In circumstances not covered by the above, including our COVID-19 amendments, Barking Gecko may offer a discretionary refund. If you feel you are entitled to a refund you should apply within five (5) business days after the Event's scheduled commencement. If you do not seek a refund

within a reasonable timeframe, we may not provide you with the requested refund, unless required by law. If you purchased your Ticket from another authorised ticket seller, you should apply to them for your refund.

Any refund payable will be made to the original purchaser, and where possible, to the original form of payment used to purchase the ticket. If you are entitled to a full refund of the price of your Ticket, then the refund may include the transaction fee if applicable.

We will not be responsible for any expenses incurred or to be incurred by you, for example travel, car parking, childcare, accommodation or other goods or services, even if the Event is cancelled.

4. REFUNDS & EXCHANGES - CREATIVE LEARNING PROGRAMS

For terms and conditions related to Creative Learning events and programs not limited to but including School Season Performance bookings, Gecko Ensembles, Barking Gecko Road Co, School Holiday Workshops and Specialist Workshops, please check the related page on our [website](#) or your booking form.

5. ALTERATIONS / CHANGES TO EVENTS

Barking Gecko endeavours to keep ticketholders informed at all times but recognises that Event details may sometimes change with little or no notice. We also reserve the right to change any element of an Event, including but not limited to:

- Alteration, cancellation or rescheduling of Events
- Venue, or Layout of seating within Venue
- Artists or participants of Events may be added, withdrawn or substituted.

We will endeavour to advise you as soon as possible if your Event has been rescheduled or cancelled, and whether you are entitled to entry to a rescheduled Event. In addition, despite any seat number on your Ticket, unless stipulated otherwise, we do not guarantee any particular seat/s. If we need to re-allocate you a different seat, including for re-scheduled Events, Barking Gecko will endeavour to ensure you are in a similar or comparable location to the seat number on your Ticket. In the case of cancellations, the most recently purchased tickets will be cancelled first. We encourage you to book early to avoid disappointment

We make every effort to ensure pricing is correct, but we reserve any rights we may have to correct genuine errors.

6. RECORDING DEVICES

Tape recorders, video cameras and cameras may not be brought into any Event and all pagers and mobile telephones must be turned off or to silent before entry.

We reserve the right to record any Event for archival purposes and you consent to the use of any image or recording taken of you, and anyone for whom you are responsible. We are not obliged to use, broadcast or provide to you any such recording.

7. VENUE REQUIREMENTS

As a resident company, Barking Gecko presents Events in Arts & Culture Trust (ACT) venues, including but not limited to the State Theatre Centre of Western Australia (STCWA). As such, you are bound to their Conditions of Entry, which include:

- Bags and personal belongings may be subject to visual inspection;
- Umbrellas, prams, backpacks, larger bags and other items that may be hazardous or restrict the movement of visitors may not be permitted into the venue or may be required to be cloaked, depending on the nature of the Event and relevant circumstances;
- It is your responsibility to collect any cloaked items after the performance; and
- Food and drink are not allowed inside a theatre or auditorium, unless otherwise stated.

Other items that are prohibited inside ACT include but are not limited to: alcohol purchased from outside; glass bottles; offensive signs or clothing, laser pointers; and any other items that could present a safety hazard to others or interfere with the performance.

If Barking Gecko presents an Event at an alternative venue, Tickets and Ticketing Terms and Conditions for the Event will be conditional to that venue's Condition of Entry.

Failure to comply with any Event's Conditions of Entry may result in being refused entry or removed from that Event.

8. REFUSAL OF ENTRY

You may be refused entry to an Event or be removed from an Event at the discretion of Barking Gecko in any circumstance, including if:

- a) You fail to comply with these Ticketing Terms and Conditions or the venue's Conditions of Entry;
- b) We have not received payment for your ticket or you are unable to produce a ticket;
- c) You produce a Ticket that has been identified by Barking Gecko, the owner or proprietor of the venue of an Event (Venue Manager) or a person authorised by Barking Gecko or a Venue Manager to sell Tickets or goods and services relating to Tickets (Ticketing Service Provider) as having been sold or offered for resale for a profit by any person or organisation that is not authorised by Barking Gecko, the Venue Manager or a Ticketing Service Provider (i.e. a 'scalped' ticket);
- d) You arrive late at the venue of the event after the commencement of the Event;
- e) You have in your possession, or refuse to surrender to the Venue Manager any object or article including but not limited to photographic or recording equipment, food or alcohol, that is not permitted to be brought into or used in that venue;

- f) You refuse to undergo a physical search or a search of your possessions where such a search is requested by Barking Gecko, the Venue Manager or a Ticketing Service Provider;
- g) You are intoxicated or you behave in a threatening, disruptive or offensive manner;
- h) You behave in a manner which may cause property damage or that threatens the safety of any other person;
- i) You interfere unreasonably with another visitor's enjoyment of the Event or venue or with our Barking Gecko / venue staff carrying out their functions, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices; or
- j) As specified elsewhere in these Ticketing Terms and Conditions

We may need to refuse admission for safety or security reasons, in which case we will refund your ticket if it was purchased in accordance with these Ticketing Terms and Conditions.

Unless otherwise specified, we do not provide supervision of children. All children attending Events that require supervision must be always accompanied by a supervising adult and may be refused admission or attendance if not accompanied by a supervising adult.

Latecomers may be admitted to an Event during a suitable break, which could be the first interval, if an interval is scheduled. In some cases, latecomers may not be admitted at all.

9. COMPLAINTS

If you experience a problem with our Events or Ticketing Terms and Conditions, please let Barking Gecko staff know promptly via:

PHONE: (08) 6184 4905

MAIL: Barking Gecko Theatre
Whadjuk Country
PO Box 23
NORTHBRIDGE WA 6003

EMAIL: gecko@barkinggecko.com.au

We ask that you provide your feedback within five (5) business days following the relevant Event or issue. Barking Gecko's complaint handling policy can be found [here](#).