
HER MAJESTY'S THEATRE



Conditions of Entry

February 2021

HER MAJESTY'S THEATRE

Summary of Conditions of Entry

We look forward to welcoming you to Her Majesty's Theatre!

The purpose of these Conditions of Entry is to ensure the enjoyment and safety of all visitors to Her Majesty's Theatre. You must comply with these Conditions and follow the reasonable directions of Her Majesty's Theatre staff, as well as any signage in relation to your entry and use of the premises.

Please note, Her Majesty's Theatre reserves the right to deny entry, or remove any person from the Venue, at any time.

Have your ticket ready. Everyone entering the theatre must hold a valid ticket for the duration of your visit.

Latecomers. Due to the nature of live performance, trying to find your way to your seat once a show has started can disrupt both the audience and the performers on stage. Therefore, most performances have a lockout period which restricts anybody from entering the auditorium until a suitable break in the performance.

The use of cameras, recorders, and mobile phones is prohibited. Light from your phone is noticeable to performers and patrons, and ringing phones are disruptive to the entire theatre. Please switch off your devices prior to the performance commencing.

Her Majesty's Theatre practices the responsible service of alcohol. Any breaches of our liquor license or our responsible service of alcohol may result in refused service, refused entry or removal from the theatre.

Her Majesty's Theatre values the safety of all patrons. Security cameras operate throughout the theatre; you and your belongings may be searched on entry; and certain items are prohibited or restricted in what may be brought into the Venue. A list of our security precautions is available below.

Please follow the directions of our staff and signage at the Venue. We are here to ensure everyone has a safe and enjoyable experience. You must pay close attention to, and comply with, all health and safety directions and protocols, including those related to capacity limits, mask-wearing and social distancing. If you do not comply with our directions and protocols, you may be asked to leave the Venue immediately without refund or further recourse.

Please be mindful of the other patrons in the auditorium. If you compromise the health, safety or experience of any person (including patrons and staff) with abusive behaviour or failure to abide by the conditions of entry, you may be relocated, refused entry or removed from the theatre. If you feel that your enjoyment of an event is being compromised or your health and safety is being

put at risk in any way or by the actions of another person, please contact our staff immediately so that we can try to find a solution.

We aim to provide a COVID Safe Venue. Our comprehensive COVID Safe Plan control measures include frequent cleaning, social distancing, and contact tracing to keep everyone in the Venue safe. Despite this, there remains a risk of transmission, and you enter the Venue at your own risk.

Stay at home if you are unwell. Please **do not** attend the Venue if you are experiencing or exhibiting any [symptoms of COVID](#), are required to be in quarantine or isolation, or have been in contact (or suspect you have been in contact) with someone diagnosed with COVID. We reserve the right to refuse you entry to the Venue (or require you to leave the Venue) without refund or further recourse if we suspect you have not complied with this requirement.

Practice social distancing. Please ensure you are keeping a minimum distance of 1.5m from others at all times (or such other distance that we may nominate).

Practice good hygiene and respiratory practices. You must adopt good hygiene and respiratory practices at all times. Hand sanitiser is available throughout the Venue. Wearing an approved fitted face mask is a requirement.

Notify us of any COVID symptoms. If you develop any symptoms of COVID while attending the Venue or within 14 days of attending the Venue you must contact us immediately on (03) 8643 3300 or via e-mail on admin@hmt.com.au

Provide your contact details. We may be required by law to collect and disclose your personal information to public health authorities to assist with contact tracing purposes. You must provide us this information if we request it. We will take all reasonable steps to keep your contact tracing information secure.

You accept risks of entry. We aim to provide a safe Venue; however, you enter the Venue at your own risk and are responsible for any personal belongings.

The full Conditions of Entry are on the following pages.

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General Terms and Conditions

Entry, Exit and Ejection

When you enter the Venue:

- 1) Before being allowed entry into our building, you may be required to:
 - a) Carry a valid ticket or invitation to enter the Venue;
 - b) Present photo identification that is acceptable to our staff to:
 - i) Prove your age and identity as may be required by the law or our staff as the threshold required to attend the event;
 - ii) Provide proof of concession (e.g. proof of age identification or concession card) if you have purchased a concessional ticket for an event;
 - c) Demonstrate that persons under certain age thresholds will be accompanied by a parent or legal guardian at all times within the building;
 - d) Remove hats, hoodies and helmets when entering and/or when inside the Venue;
 - e) Consent to a physical search as well as a search of your belongings;
 - f) Follow the directions of staff directing any queuing outside or inside the building.
- 2) After you have entered the building, you must:
 - a) Retain your ticket at all times and be able to show it to staff during the event;
 - b) Only occupy the numbered seat if one is specified on the ticket;
 - c) Accept that admittance to an event may be restricted and/or not possible for latecomers or anyone seeking re-admittance if they choose to leave during the event.
- 3) If your ticket/s are damaged, defaced and/or are suspected of having been purchased from an unauthorised resale agent:
 - a) You will not be permitted into the building;
 - b) Your ticket may be seized;
 - c) You will not be entitled to any refund.

Possible ejection from the Venue:

- 1) You may be liable for prosecution or a fine and/or may be ejected from the building if you:
 - a) Breach any Condition of Entry;
 - b) Cause or may cause property damage;
 - c) Create or may create risk of injury to any person;
 - d) Threaten or may threaten safety of performers, visitors, audience members, our staff or any other persons;
 - e) Unreasonably interfere with or compromise another person's enjoyment of the event;
 - f) Are considered by our staff to be offensive, aggressive, unruly, disruptive, disorderly, uncooperative or behaving unlawfully;
 - g) Are considered by our staff to be under the influence of alcohol or illicit substances or suspected of buying, selling or carrying illicit substances;
 - h) Enter any part of the building or other restricted internal area without proper authorisation;
 - i) Refuse to follow the directions of our staff.
- 2) If you are ejected, you are required by law to move at least 20 metres away from the Venue. You will not be entitled to any refund and may be refused re-entry indefinitely.

When you exit the Venue:

When the event ends and/or you exit the building, you must:

- 1) Exit in an orderly and appropriate manner;
- 2) Follow the directions of staff to clear an area or access way;
- 3) Not cause undue noise or disruption to the adjacent amenity or neighbouring properties.

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Your Behaviour

- 1) You must behave in an appropriate and responsible manner that does not interfere with the safety or enjoyment of others;
- 2) You must not touch or interfere with the artwork or any other objects on display in exhibitions, displays or otherwise in the Venue;
- 3) You must cooperate with our staff and follow any direction given which we consider will maximise the safety of the Venue for all patrons including keeping aisles and doorways clear at all times;
- 4) There is no dress code for our venues. Guests are asked to avoid thongs and instead wear proper footwear to avoid personal injury;
- 5) If the majority of patrons wish to stand / dance at a seated performance, we may allow patrons to stand. However, if the majority of patrons' enjoyment is impacted by a small number of people standing / dancing, then our staff may direct them to be seated and/or ask them to relocate to an alternate area if it is available;
- 6) You agree not to access areas that you are not authorised to do so;
- 7) You agree not to transmit or record any description, account, picture, or reproduction of the event without the express permission of the artist. This may include images and recordings via a mobile phone.

If you feel that your enjoyment of an event is being compromised in any way or by the actions of another person, please contact our staff immediately so that we can try and find a solution. We cannot provide a solution after an event has concluded.

Use of Your Image

You consent to and authorise us to film, record or photograph you (**Recording**), and to reproduce Recordings in any audio, video, or photographic display or other transmission, exhibition, publication or reproduction in any medium or context for any purpose without further authorisation by, or compensation or attribution to you. All Recordings are our sole property and you release us from liability arising on account of such usage.

Security cameras operate in and around the Venue and you acknowledge that you may be filmed.

Liability

You enter the building at your own risk. To the maximum extent permitted by law, we will not be responsible for any loss, damage, harm or injury arising from your entry to the Premises.

Your Belongings

Her Majesty's Theatre does not have a Cloak Room. If you bring personal belongings into the Venue:

- 1) You are solely responsible for those items;
- 2) You must not leave any bag or personal items unattended;
- 3) You must not bring any prohibited items (see below) into the Venue;
- 4) You must not bring a bag larger than A4 size into the Venue.

We reserve the right to:

- 1) Inspect and search you and your belongings when you enter and while you are in the Venue;
- 2) Refuse some or all personal belongings from entering the Venue

Prohibited Items

You are prohibited from bringing the following items into our Venue:

- 1) Alcohol
- 2) Glass, cans or open drink containers containing non-alcoholic and/or alcoholic drinks
- 3) Any illegal substances including controlled, dangerous or illicit drugs
- 4) Incendiary devices (flares, fireworks and smoke bombs)

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- 5) Weapons of any nature as well as laser lights
- 6) Animals (other than registered assistance animals)
- 7) Bicycles, scooters, skateboards and rollerblades / skates
- 8) Large cameras, tablets, laptops, audio recording devices, video cameras, tripods or drones
- 9) Unauthorised advertising material or flyers
- 10) Umbrellas
- 11) Textas, felt pens, marker pens, paint or similar items
- 12) Prams, pushers, and strollers
- 13) Any large item that cannot be placed under a seat
- 14) Bags larger than A4 size
- 15) Any other item that in our opinion could cause harm, public nuisance or create a trip hazard.

We reserve the right to:

- 1) refuse entry to any person found to have any Prohibited Items in their possession;
- 2) refuse the Prohibited Item from being brought into our Venue.

Smoking and Illicit Substances

Her Majesty's Theatre is a non-smoking venue. Illicit substances along with the smoking of cigarettes, cigars, vaporisers and e-cigarettes will not be permitted inside any part of our Venue (including toilets, backstage and dressing rooms).

Designated smoking areas are nominated in the street outside the Venue.

Liquor Licensing Rules

It is a condition of entry that you will comply with Victorian liquor licensing laws and respect our adherence to Responsible Service of Alcohol principles.

- 1) You may not bring your own alcohol into the building;
- 2) If you are considered to be intoxicated, affected or behaving inappropriately, you may be refused entry/evicted from the Venue and/or may be refused alcohol service at our discretion;
- 3) You may only consume alcohol inside the Venue's designated licensed areas. You may not be permitted to take alcohol into some areas of the Venue at some events;
- 4) You may be required to empty water bottles before entering the Venue. If so, free water will be provided;
- 5) Minors:
 - a) You accept that entry of minors at licensed events is at our sole discretion. If we approve entry, a parent or guardian must remain with/beside the minor at all times, is responsible for minor and the adult may also be refused alcohol;
 - b) We may require appropriate age identification for any person seeking to enter our Venue and if seeking to purchase and/or consume alcohol. If age identification is not accepted, or considered to be fraudulent, you may be refused entry without recourse or compensation and/or your identification may be confiscated;
 - c) You accept it is an offence for minors to purchase or consume alcohol, or for a person to supply alcohol to a minor;
 - d) You accept that events which are promoted as All Ages events may have different requirements including no alcohol being served to any person and no pass-outs being provided to any person.

Breaches of these laws may result in eviction from the building and persons being reported to the Police (penalties may apply).

Phones, Photography and Video Policy

We reserve the right to vary this standard policy at our discretion and without notice for each event:

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We allow	<ul style="list-style-type: none">• Small hand-held personal cameras• Mobile phones with cameras
We do not allow	<ul style="list-style-type: none">• Professional or large cameras (including those with SLR capabilities)• Cameras with detachable lenses• Audio or video recorders• Tripods• Any flash photography• Laptops, tablets or iPads• GoPros• Other devices with functionality similar to the items listed here.
We may	<ul style="list-style-type: none">• Require all mobile phones and electronic devices to be powered off during an event

COVID-Safe Special Terms

We have adopted a number of special terms (**Special Terms**) in response to the pandemic and/or public health emergency arising from the virus and respiratory illness known as the Novel Coronavirus 2019 and any mutation or variation of that virus or illness (**COVID**). These Special Terms will supplement the General Terms and Conditions below (**General Terms**).

If there is any inconsistency between the General Terms and the Special Terms, the Special Terms will prevail to the extent of the inconsistency. All other terms and conditions continue in full force and effect.

These Special Terms may be updated from time-to-time in line with relevant state and federal government guidelines, public health directives and other government law, regulations or directions.

- 1) **Your Health:** You agree to undertake a reasonable assessment of your health status before attending the Venue. You must not attend the Venue if you:
 - a) are feeling unwell or experiencing or exhibiting COVID related symptoms, including: a fever or a temperature higher than 37.5 degrees; chills or sweats; cough; sore throat; shortness of breath; runny nose or loss of sense of taste or smell; or
 - b) are in isolation as a result of a COVID diagnosis (including if you are awaiting the results of a COVID test); or
 - c) are in quarantine as a returning international or interstate traveller; or
 - d) have been in contact with someone diagnosed with COVID.

We will work with our authorised ticketing agent and event organisers to ensure you can exchange your tickets to a different date or offer a refund where relevant, provided you have notified us at least 24 hours prior to the event that you cannot attend the venue due to any of the above restrictions.

Please note that you may not be entitled to a refund (unless required by law) if you present at the Venue and our staff reasonably determine you have not complied with these requirements and are refused entry or asked to leave the Venue. If you have purchased tickets through unauthorised or third-party ticketing agent, or are attending a non-ticketed event, we accept no liability if you do not comply with these requirements.

- 2) **Refusal of entry and removal from Venue:** You acknowledge and agree that we may refuse you entry to the Venue, or require you to leave the Venue, in any of the following circumstances:
 - a) you refuse to comply with any COVID safety protocols or requirements notified to you by us;
 - b) you refuse to comply with any reasonable health and safety directions given by our staff;
 - c) you refuse to provide contact tracing information to us (including to one of our staff) on request;
 - d) you are exhibiting symptoms of COVID described in Special Term 1)a), as notified to or as

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assessed by one of our staff;

- e) we reasonably believe there is a risk that you may have or be carrying COVID; or
- f) you are required to be in isolation as a result of COVID diagnosis or in quarantine because you are a returned traveler or are a close contact with a person with COVID.

You accept that in any of the above circumstances, ticket refunds or exchanges will not be provided unless required by law.

- 3) **Assumption of risk:** By purchasing or accepting tickets to an event at the Venue or otherwise entering the Venue, you acknowledge that, even with capacity and control measures in place, there remains an unquantifiable risk of transmission of viral illness including COVID. You acknowledge the contagious nature of COVID and voluntarily assume the risk that you may be exposed to or infected by COVID as a result of attending the Venue, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

You understand that the risk of becoming exposed to or infected by COVID at the Venue may result from the actions, omissions, or negligence of yourself or others, including, but not limited to the directors, officers, employees, representatives, contractors (and their respective employees), invitees or agents of Her Majesty's Theatre and the event organiser.

You release and forever discharge Her Majesty's Theatre, its directors, officers, employees, representatives, contractors (and their respective employees), agents and the event organiser from any claim which you have or may have in respect of, or arising out of, being exposed to or being infected with COVID as a result of attending the Venue.

- 4) **Compliance with safety protocols or requirements at the Venue:** You agree to comply with any COVID related safety protocols or requirements notified by us while present at the Venue, including:
- a) health-based screening and monitoring (which may include but is not limited to temperature checks);
 - b) wearing of approved fitted face masks;
 - c) hand hygiene requirements (including hand sanitising);
 - d) only sitting in designated seats or entering designated areas;
 - e) physical distancing requirements (including while queuing);
 - f) person density limits, including person limits for particular spaces and areas; and
 - g) staggered entry and exit.

You acknowledge that you may be asked to wait, or be refused entry, to parts of the Venue that have reached their total person limit under Victorian Department of Health and Human Services (DHHS) social distancing requirements;

If in the reasonable opinion of our staff you do not comply with any of these protocols or requirements or exhibit or develop apparent symptoms of COVID or similar illnesses, you will not be permitted to enter the Venue or may be required to leave the Venue. Failure to comply with these protocols or requirements may lead to a breach of laws, regulations, government declarations and/or directions, for which significant penalties may apply.

- 5) **Notification of COVID symptoms:** You agree to notify us immediately if you develop any symptoms of COVID described in Special Term 1)a) while attending the Venue or within 14 days of attending the Venue. Please contact us immediately via e-mail admin@hmt.com.au or call us on (03) 8643 3300.
- 6) **Collection, use and disclosure of personal information for contact tracing purposes:** We may be required to collect, and you consent to provide, contact information for the purposes of contact tracing. This includes your first name and phone number of each person who attends the Venue. This information will be managed under the terms of the Her Majesty's Theatre Privacy Policy (HMT Privacy Policy v2.0), which can be accessed at <https://www.hmt.com.au/privacy-policy/> and will be only used and disclosed for tracing and notification purposes under the direction of the DHHS or as otherwise required or authorised by law. You acknowledge that we may retain the information for 28 days (or such longer period as required by DHHS or law).