



Live
Performance
Australia™

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Code of Practice for the Ticketing of Live Entertainment Events In Australia

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PART A - INTRODUCTION TO THE CODE AND ITS' OPERATION

SCOPE AND APPLICATION

1. This Code is a voluntary industry Code of Practice and is binding on all members of Live Performance Australia in their participation in the Australian Live Entertainment Industry.
2. Organisations which are not LPA Members may elect to adopt ticketing practices as set out in the Code in order to achieve best practice but must not use the LPA Endorsement Mark.
3. Nothing in this Code is intended to restrict in any way any non-excludable legal rights which a person may have such as those rights relating to Consumer warranties.
4. **This Code DOES NOT cover the ticketing of sporting events. This Code covers only those live entertainment events presented and ticketed by Members of LPA and to Tickets that carry the LPA Endorsement Mark.**

OBJECTIVES

5. The objectives of the Code are:
 - a) to encourage 'best practice' within the Australian live entertainment industry;
 - b) to establish and maintain standards of conduct for industry participants when providing a service to the public;
 - c) to ensure acceptance and consistency in compliance with these standards;
 - d) to provide guidelines on the fair resolution of complaints;
 - e) to provide Consumers with an understanding of the service standards to expect; and
 - f) to protect Consumers from unauthorised Ticketing Service Providers and to ensure their rights of entry, service and refunds are protected.

DEFINITIONS

6. In this Code, the following terms have the meanings set out in this paragraph:

Code Reviewer

Means a person appointed by the LPA Executive Council who is independent of LPA and its' Members with specialist expertise in trade practices and consumer protection law to perform the functions conferred by paragraph 79(b).

Complaints Procedure

Means the procedures used by Members to resolve complaints received by their organisations.

Consumer

Means a person who holds a Ticket to an event and has used, or intends to use, that Ticket to attend a Live Entertainment Event.

Industry Imposed Ticket Charges

Means charges such as transaction fees, booking fees and credit card surcharges. It does not include costs imposed by external suppliers (e.g. Registered Post) or the State or Federal Government (e.g. carbon taxes or public transport levies).

LPA Executive Council

Means the Council in which is vested the management of the Australian Entertainment Industry Association, trading as 'Live Performance Australia', in accordance with Rule 11 of the Rules of the Association.

Live Entertainment Events (Events)

References to "entertainment", "performance" and "events" are intended to cover all kinds of live entertainment in the widest sense of the word including, but not limited to theatre, opera, dance, spectaculars, arena events, concerts and all other public performances or gatherings of whatever nature for which a Presenter uses the services of a Ticketing Service Provider. References in this Code to "Events" are to be taken to refer to "Live Entertainment Events".

LPA Endorsement Mark

This Mark, in a form approved by LPA, is intended to be used by Members to indicate that they have agreed to be bound by this Code.

Member

Means a full financial member of Live Performance Australia in accordance with the *Workplace Relations Act 1996* and the Rules of the Australian Entertainment Industry Association as registered with the Industrial Relations Commission in the State of Victoria.

The Membership of LPA comprises employers in the live performance industry, respondents to Awards under the *Workplace Relations Act* or other persons or organisations which are in the business of providing goods and services in relation to ticketing for all forms of entertainment, whether to the general public or otherwise.

Person

Includes a natural person or any form of legal entity.

Presenter

Means a person, promoter, producer or Venue who presents Live Entertainment Events. Actions of staff of a Presenter will be taken to be the actions of the Presenter.

Ticket

Means the revocable license granted to the Consumer to be admitted entry to a Live Entertainment Event or to a Venue, subject to the Terms and Conditions of Sale and is evidenced by any voucher, coupon, card, badge, document or other form of identification device. Other forms of evidence may include, without limitation, admission devices in the form of an electronic barcode, a paper ticket, wristband, member's card or a credit card.

The right of admission to a given Event may also include the right to be admitted to a designated area or a seat in a designated seating area.

Ticketing Service Provider (TSP)

Means a person who is authorised by a Venue or Presenter to provide goods and services relating to ticketing and Ticket sales for a Live Entertainment Event. The term

includes reference to a person authorised by the Presenter to sell tickets as part of a package with travel, hospitality or accommodation benefits.

Valid Ticket

Means a Ticket that has been dealt with in a way that does not breach the Terms and Conditions under which it was sold or distributed by a Member.

Venue

Means the physical boundary of the place where the relevant Live Entertainment Event is being held, or an entity, company or person responsible for the holding of the relevant Live Entertainment Event.

Venue Manager

Means the owner, proprietor or manager of a Venue. The actions of staff of the Venue Manager and Venue will be taken to be actions of the Venue Manager.

INTERPRETATION OF THE CODE

7. Where there is any doubt about the intent or scope of this Code, it should be interpreted in the light of the Objectives set out in paragraph 5.
8. When interpreting the Code, LPA and the Code Reviewer will have the Objectives of the Code in mind, and the decision of the Executive Council on matters of interpretation shall, to the extent permitted by law, be final.
9. Where this Code requires a Member to make information or documents available on request, such request is generally satisfied by making the information or documents available on a website. Where a person requiring the information or documents advises that they cannot access the Internet, the Member should take reasonable steps to satisfy their request in another way.
10. The Code is not and does not seek to be a binding legal document, and is not intended to be expressed in precise legal language. As such, the Code is to be interpreted in the spirit of providing consumer protection and encouraging confidence in the live entertainment industry specifically, in the purchase and use of Tickets to Live Entertainment Events.

ENFORCEMENT OF THE CODE

11. Enquiries may be made of LPA by Members regarding interpretation or enforcement of this Code. Any such information provided by LPA should only be viewed as general guidance, as decisions on all matters of interpretation rest with the Code Reviewer in consultation with the Executive Council.
12. LPA will endeavour to investigate and prevent any unauthorised use of the LPA Endorsement Mark of which it becomes aware.
13. The LPA Executive Council will endeavour to ensure that information provided to the Consumer, such as summaries of the rights, remedies and facilities offered to Consumers under this Code, is prepared in Plain English and is accessible to Consumers including by its display at Venues, in tourist literature and through websites of the LPA and its Members.

COMPLIANCE AND LIABILITY

14. Whilst LPA makes it a condition of Membership that Ticketing Service Providers, Venue Managers and Presenters agree to comply with the Code, LPA does not accept liability for any loss occurring from compliance or non-compliance with the Code.

PART B - THE CODE OF PRACTICE: GUIDELINES FOR CONSUMERS

TERMS AND CONDITIONS OF SALE AND ENTRY

15. The Terms and Conditions of Sale and Entry (Terms and Conditions) set out the licence conditions applicable to a Ticket.
16. Agreement with the Terms and Conditions will usually be a condition of purchase. If a Consumer has indicated their agreement to the Terms and Conditions of sale in accordance with clause 48 then the Consumer will be bound by those Terms and Conditions.
17. A summary of those Terms and Conditions, including any particularly important or unusual terms, should where possible be printed clearly on the Ticket, and brought to the Consumers' attention at the point of sale.
18. The licence conditions remain in effect even when the person in possession of the Ticket changes. The resale of a Ticket does not nullify the Terms and Conditions of the original Ticket sale. Any subsequent bearer of the Ticket is bound by those Terms and Conditions.
19. If a Ticket's Terms and Conditions have not been complied with, Tickets can be cancelled and a Consumer is not entitled to a refund.

TICKET SCALPING

20. LPA does not condone the resale (or offer for resale) at a premium of Tickets purchased from Members except where such resale is authorized by the Presenter. LPA considers that the unauthorised resale of tickets at a premium (commonly called 'Ticket scalping') constitutes a breach of the Terms and Conditions of sale of the Ticket and therefore supports LPA Members who cancel Tickets bought or sold in this manner without providing a refund. Members reserve the right to refuse to honour a Consumer's rights under this Code of Practice if the Consumer has purchased their Ticket from an unauthorised source.
21. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. Activities involving the resale of Tickets that come to the attention of Members may be referred to the relevant authorities.

LOST, STOLEN OR INVALID TICKETS

22. A Consumer should ensure the validity of their Ticket by purchasing Tickets only from Ticketing Service Providers authorised by the Presenter or Venue. If Tickets for reserved seats are reported lost or stolen, it may be possible for the Ticketing Service Provider to replace them provided the person claiming to have lost their Ticket is not engaging in deception or fraud. However, not all Tickets can be traced and a Consumer should safeguard against loss or theft by treating all Tickets purchased in advance like cash. For General Admission tickets, Members reserve the right to refuse offer of a refund for lost or stolen Tickets.

PRICING ON TICKETS

23. Ticketing service providers are not required by law to print the sale price of the Ticket on the Ticket, but it is industry practice to do so. Where tickets do not display any price, they

should have a mark or code printed on the Ticket to indicate that such Tickets are authorised by the Presenter for sale either as part of a package or special offer or via an authorised wholesale or resale Ticket distributor.

RIGHT TO REFUSE ENTRY

24. The circumstances in which a Presenter or Venue Manager may refuse entry to the Venue to a Consumer include, but are not limited to, any of the following circumstances:
- a) where a Consumer cannot produce a Valid Ticket;
 - b) where a concession Consumer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
 - c) where a Consumer produces a Ticket that has been identified by the Presenter or Venue Manager as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter, Venue or Ticketing Service Provider;
 - d) where a Consumer produces a Ticket that has been handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
 - e) where a Consumer has in his or her possession or refuses to surrender to the Venue any prohibited object or article that is not permitted to be brought into or used in that Venue;
 - f) where a Consumer refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required; or,
 - g) where a Consumer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons.

RIGHT TO EVICT A CONSUMER

25. The circumstances in which a Presenter or Venue may evict a Consumer from the Venue include, but are not limited to, any of the following:
- a) where a concession Consumer cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
 - b) where a Consumer has in his or her possession or refuses to surrender any prohibited 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;
 - c) where a Consumer is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons;
 - d) where a Consumer is behaving in a manner that unreasonably interferes with other Consumers' enjoyment of the Event, including through the use of cameras, mobile phones or paging devices;
 - e) where the Consumer otherwise breaches the Venue's conditions of entry or fails to follow the reasonable directions of Venue staff; or

- f) where a Consumer refuses to remain in the area or seat designated on their Ticket.

Patrons should be warned that they can be removed on these grounds, either via notices in the foyer, by the pre-show announcements, or through the Ticket's Terms and Conditions of sale.

- 26. Presenters and Venues reserve the right to refuse admission to a Consumer who arrives late to a Venue or a part of the Venue.

COMPLAINTS, REFUNDS & EXCHANGES

- 27. Non-compliance with the terms of this Code by a Member will not automatically give rise to a refund to the Consumer of a Ticket purchase price. Members and Consumers should refer to paragraphs 28-36 below for information regarding refunds and exchanges.

- 28. Consumers who wish to make a complaint about an Event may do so in accordance with the following provisions:

a) Prior to the Event:

- i. If the incident giving rise to the complaint occurs prior to the Event, the Consumer should address the complaint to the Ticketing Service Provider, Presenter or Venue Manager, whomever is available.

b) During the Event:

- i. If the incident giving rise to the complaint occurs during the Event, the Consumer should lodge a complaint with the Venue Manager within 30 minutes of the commencement of the Event.
- ii. A Venue Manager, having verified the existence of a problem that may give rise to a complaint, should make all reasonable attempts to rectify the problem, including reseating the Consumer.
- iii. Where a complaint is rectified, no refund will be available to the Consumer.
- iv. Where a complaint is not rectified a Venue Manager, at his or her discretion, may provide to the Consumer an exchange option to another performance of the same Event, or may offer the Consumer a full or partial refund. The Consumer has no right to attend the remaining portion of the Event for which the exchange or refund has been made.

c) Subsequent to the Event:

- i. If the complaint is made subsequent to the Event, the Ticket Holder should contact the Venue who should assist and advise the Consumer to whom they should report the complaint to have it addressed.
- ii. Should a Consumer be eligible for a refund, Consumers should apply for a refund in a timely manner in accordance with this Code and the *LPA Complaints Handling and Dispute Resolution Policy* and, where possible, before the date of any re-scheduled Event. A timely manner is considered to be within five working days of the Event.

29. In order to verify the authenticity of the original Ticket(s), proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.
30. Where a Consumer applies for a refund only on the grounds that an Event does not meet his or her expectations, the Presenter/Venue Manager is not required to provide a refund. The Presenter and Venue Manager acknowledge that a Consumer may have remedies under any relevant Trade Practices or Fair Trading Laws.
31. A Presenter or Venue Manager will not be required to provide an exchange option or refund where a performance has been made by an understudy in the place of a main performer, and Consumers have been made aware of the use of an understudy at the time of the Event.
32. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer is unable to attend for reasons including illness, transport failure or delay, or chooses not to attend the original Event for which the Consumer purchased the Ticket.
33. Under no circumstances will a Presenter, Venue Manager or Ticketing Service Provider be required to reimburse a Consumer for auxiliary expenses incurred by the Consumer in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, carparking, child-care and accommodation.
34. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer has been refused entry or evicted from the Venue in any of the circumstances outlined in paragraphs 25 and 26 above.
35. A Consumer making a complaint to a Member should identify himself or herself in the same form of name and address as used at the time of purchase of the Ticket.
36. In the event that any Consumer believes that a Member has not complied with the terms set out in the Code which applies to that Member and has not received complete satisfaction by virtue of the procedures set out above (if appropriate), a complaint may be made in writing to the LPA Complaints Officer in accordance with the LPA Complaints Handling and Dispute Resolution Policy (available at www.liveperformance.com.au or by contacting LPA). LPA will deal with your complaint according to the guidelines set out at paragraphs 83-96.

PART C- THE CODE OF PRACTICE: GUIDELINES FOR LPA MEMBERS

APPLICATION OF THE CODE

37. The use of the LPA Endorsement Mark indicates compliance with the Code, and Members must not misuse the logo or misrepresent the Code and its contents in any way.
38. All Members have undertaken to comply with and endorse the provisions set out in this Code. When a Member enters into commercial arrangements for an Event with non-Members, the Member will use their best efforts to ensure that all parties to the Event comply with the provisions of the Code.
39. This Code applies to the sale and re-sale of Tickets by Members. Members have undertaken that they will comply with the provisions set out in the Code.

DISPLAY AND PROVISION OF THE CODE

40. Members should, as far as practicable, make Consumers aware of the existence and application of the Code. Copies of the Code should be available for downloading from Members' websites. The Code should be referenced in the context of complaint handling procedures.
41. All Members shall, where possible, prominently display the LPA Endorsement Mark at all outlets (including online) and in promotional or advertising material controlled by the Member (save for classified advertisements). Members shall not act in any manner which might have an adverse effect on the reputation and good name of LPA.
42. Each Member will engage in appropriate activities, as requested by LPA from time to time, to promote awareness among Members and the general public of the Code and its' operation.

STAFF TRAINING

43. Each Member will take reasonable steps to ensure that its employees, agents and sub-contractors are aware of, and at all times comply with, this Code. In particular, a Member will take reasonable steps to ensure that its employees, agents and subcontractors are aware of the procedures for handling complaints and resolving disputes set out in the *LPA Complaints Handling and Dispute Resolution Policy*, and are able to explain those procedures to contractors, service providers and the general public.

ADVERTISING and EVENT INFORMATION

(i) Advertising Material

44. Advertising and promotion material in respect of Events should give details, so far as is practicable, of:
 - a) **Main Event; main attraction or performer(s).** In some areas of the Live Entertainment industry it is practice to use understudies where the principal performer is unavailable for reasons outside the control of the Member, or where the performer is not required

by his or her contract to perform. In this instance it is industry practice for Presenters to notify Consumers at the Venue on the night of the Event. Presenters are not required to notify Consumers through websites or advertising of changes to the main attraction or performers or the use of understudies.

- b) **Support attraction(s) or performer(s), where known.** With contemporary music concerts ticketed well in advance, support acts may not have been finalised at the time of booking, and more than one support act can be used at different times during a series of Events. Consumers should be made aware of the identity of the support act, where known, or if it is not known, where Consumers can obtain the information prior to the Event.
- c) **Name of the Presenter, where possible;**
- d) **Venue(s) configuration and seating arrangements.** Where the normal configuration of the Venue is significantly varied for a particular Event, the configuration to be used should be disclosed in promotion material, e.g. if the Venue has been changed from a stage facing the audience to “in the round”;
- e) **Any restricted viewing limitations;**
- f) **Scheduled Event date(s);**
- g) **The Ticketing Service Providers for that Event including advance booking facilities;**

(ii) Advance Booking Arrangements

45. Advance booking arrangements should seek to maximise fair access to Tickets for a prospective Consumer by:

- a) providing adequate booking facilities;
- b) making as much information available as possible at the time about the number and type of Events that will occur; and
- c) disclosing appropriate information about the particular seats or seating area for a given Event, that the prospective Consumer may purchase.

(iii) Event Information

46. Ticketing Service Providers should provide Consumers who have purchased a Ticket with information regarding:

- a) The venue name;
- b) The event date;
- c) The event’s commencement time (either the time the first act commences or the “doors open” time); and
- d) Any specific conditions of entry for the event.

TERMS AND CONDITIONS OF SALE AND ENTRY

47. Each Member will engage in appropriate activities to encourage the understanding by Consumers of their rights and obligations under the Code, and the Terms and Conditions of Sale and Entry (Terms and Conditions) attached to Tickets.
48. Consumers should agree to the Terms and Conditions of sale when purchasing tickets. Agreement may be achieved in the following ways:
- a) **Online**, Consumers should be required to indicate, prior to confirmation of payment, their acknowledgement and acceptance of the Terms and Conditions. The Terms and Conditions should be readily available for Consumers to read, with any important terms visually accentuated.
 - b) **By phone**, Consumers should be advised of any important Terms and Conditions of sale at the commencement of the call, with more detailed Terms and Conditions made available upon request.
 - c) **In person**, Terms and Conditions of sale should be prominently displayed at the sale counter and Consumers should be required to indicate agreement to any important restrictions.
49. Terms and Conditions remain in effect even when the Ticket changes hands. The reselling of a Ticket, or a breach of the Terms and Conditions by the original purchaser, does not nullify the terms and conditions of the original Ticket sale. Any subsequent ticket holder is bound by those Terms and Conditions. However, if a Ticket has been obtained from an unauthorised re-seller, the subsequent Ticket holder cannot access the refund and exchange entitlements granted to other Consumers under this Code (see clause 20).
50. Consumers should be made aware of any restrictions on the Consumers' right to refund or exchange. Nothing in the Terms and Conditions should attempt to limit any statutory rights that a Consumer may have.
51. Unqualified statements such as "No refunds or exchange" must not be used, as they may be misleading.
52. Should the Event or Venue be of such a nature that a search of Consumers' person or possessions may be required, words to the following effect may be used to inform Consumers:

"It is a condition of entry to Events that a search of person or possessions may be required at the time of entry to the Venue."

This statement should be:

- a) Included in the Terms and Conditions to which Consumers agree when purchasing tickets via the internet;
- b) Displayed at the point of sale;
- c) Printed on the Ticket;
- d) Printed on paperwork sent out with Tickets (if any);

- e) Audible on the recorded telephone message when prospective Ticket Holders make a telephone purchase of Tickets; and/or,
- f) Displayed at the Venue.

53. Members should, where possible, include words to the following effect on Tickets:

“For information regarding your rights and obligations, ask [... the Ticketing Service Provider ...] for a copy of the LPA Code of Practice for the Ticketing of Live Entertainment Events in Australia and the LPA Complaints Handling and Dispute Resolution Policy.”

CANCELLED OR RE-SCHEDULED EVENTS

54. The Presenter and Venue Manager should use their best endeavours to advise Consumers as soon as practicable, when an Event is re-scheduled or cancelled.

55. If an Event is cancelled or rescheduled:

- a) **Prior to the Event**, The Presenter or Venue Manager should make reasonable endeavours to ensure that, where an Event is cancelled, a Consumer is entitled to seating in a similar location at a re-scheduled Event.
 - i. if the Consumer is unable to attend the re-scheduled Event, or if the Event is not re-scheduled, the Presenter should ensure that the Consumer receives a full refund of the Ticket price and other industry imposed Ticket charges;
 - ii. Consumers should apply for a refund in a timely manner in accordance with this Code and the *LPA Complaints Handling and Dispute Resolution Policy* and, where possible, before the date of any re-scheduled Event. A timely manner is considered to be within five working days of the Event;
 - iii. A Consumer will not be entitled to a refund for a cancelled or re-scheduled event if they received a free or complimentary ticket.
- b) **During or mid-Event**, Where the Event is curtailed by in excess of 50% of the scheduled Event time, the Presenter or Venue Manager may determine that a partial refund may apply, and if so, the Consumer should receive compensation that may include a refund of an amount or credit that is reasonable in the circumstances. When considering what is fair and reasonable in the circumstances, Members may have regard to how substantial an amount of the Event has been performed.

56. Under no circumstances will a Presenter, Venue Manager or Ticketing Service Provider be required to reimburse a Consumer for auxiliary expenses incurred by the Consumer in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, carparking, child-care and accommodation.

REFUNDS AND EXCHANGES - GENERAL INFORMATION

57. Non-compliance with the terms of this Code by a Member will not automatically give rise to a refund to the Consumer of a Ticket purchase price. Members and Consumers should refer to paragraphs 28-36 above for information regarding refunds and exchanges.

58. A Presenter or Venue Manager will not be required to provide an exchange option or refund where the Consumer has been refused entry or evicted from the Venue in any of the circumstances outlined in paragraphs 25 and 26 above.
59. Paragraphs 54 and 55 above do not restrict individual Venue Managers or Presenters from having a more liberal refund and exchange policy, nor does it restrict Consumers' rights under the *Trade Practices Act 1974 (Cth)*.

PRICING ON TICKETS

60. If the price of a Ticket is to be shown on its' face, that price must be the total price, and must include any mandatory charges which the Consumer must pay to acquire that Ticket. The value shown must be GST-inclusive. Where there are additional charges payable but they are not capable of calculation at the time the ticket is produced, this should be indicated.
61. If there are to be additional charges that the purchaser must pay in respect of each Ticket, then the total price, and not the partial price, must be shown on the Ticket.

MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENT

62. Money received from Consumers for advance ticket sales must be safeguarded until the event takes place in order to ensure that refunds can be made should this be required. This practice is not compulsory for LPA Members who are in receipt of triennial Government Funding and can therefore cover ticket refunds from other sources if required.
63. All Ticketing Service Providers shall ensure that adequate accounting and security arrangements and procedures are put in place when handling money received from Consumers for advance ticket sales. In particular, all monies received from Consumers will, until such time as they are properly required to be passed on to the Venue or the Presenter of the Live Entertainment Event, or are otherwise properly withdrawn, be safeguarded by being held in a separate designated "client account" at a reputable bank or building society, and so kept separated from the Ticketing Service Provider's own monies.
64. Ticketing Service Providers should not pass ticket monies on to the Venue or Presenter in advance of an event unless:
- a) The Venue or Presenter provides the Ticketing Service Provider with a bond, guarantee or other security in such form and amount as is sufficient in securing the relevant monies; or,
 - b) The Venue or Presenter provides evidence to the Ticketing Service Provider of maintaining insurance cover on such conditions and in such amount to secure the relevant monies, or against the security provided under paragraph (b) above proving to be insufficient.
 - c) The Presenter is an LPA member in receipt of triennial Government Funding who undertakes to cover ticket refunds from their own sources if required.
65. Venues and Presenters who receive ticket monies from Consumers in advance of the event should also safeguard them via one of the methods outlined in paragraphs 63 or 64 above.
66. If a Live Entertainment Event is cancelled prior to the event date and the Ticketing Service

Provider has not yet transferred the Consumers monies to the Presenter or Venue of that Event, the Ticketing Service Provider will ensure that best endeavours are made to refund the Consumers' monies as soon as practicable. If, however, the Consumers' monies have been passed on to the Presenter or the Venue, the Ticketing Service Provider shall have no obligation to refund the Consumers' monies until such time as the Ticketing Service Provider has been put in full funds to do so by the Presenter or Venue .

67. The failure of any Member to comply with paragraphs 62-65 above will be regarded as a serious breach of this Code, subject to the disciplinary measures set out in paragraph 87.

PRIVACY

68. LPA administers the *Privacy and Spam Acts: LPA Member Guidelines* and provides information and support for organisations complying with government legislation with regard to the privacy of consumer information. The Guidelines are available from our website at www.liveperformance.com.au/site/_content/document/00000046-source.pdf.
69. There is nothing in the Privacy or Spam Acts that allocates ownership of Consumer data, except that personal information ultimately belongs to the individual, whose wishes should be respected when organisations use that information for various purposes.

DISABILITY AND ACCESS

Presenters, Venues and Ticketing Service Providers should ensure that patrons with a disability are provided with access to Events in accordance with the *Disability Discrimination Act 1992 (Cth)* and similar State and territory legislation.

MEMBER PROCEDURES FOR COMPLAINTS RESOLUTION

70. Each Member will develop and publicise procedures for:

- a) Dealing with complaints from Consumers; and
- b) Resolving disputes between the Member and Consumers.

71. The procedures developed under paragraph 75 should apply to any complaint about a matter covered by the Code which adequately identifies the nature of the complaint and the identity of the person complaining.

72. The procedures developed under paragraph 75 should comply with the requirements of Australian Standard 4269-1995 *Complaints Handling*. In developing its procedures, a Member will have particular regard to the following principles:

- a) The procedures should define the categories of complaints and disputes they cover and explain the way in which each will be dealt with.
- b) Information on how to make complaints should be readily accessible to Consumers.
- c) Each Member should provide reasonable assistance to a Consumer in the formulation and lodgment of a complaint
- d) The procedures should recognise the need to be fair to both the person complaining and the Member to whom the complaint relates.
- e) The procedures should specify by position who in the first instance will handle complaints on behalf of the Member.
- f) The procedures should indicate time frames for the handling of complaints and disputes.
- g) Each Member should provide a written response to a complaint that is made in writing.
- h) Each Member should establish appropriate dispute resolution procedures.
- i) Each Member will ensure that adequate resources are made available for the purpose of responding to complaints and resolving disputes.

73. Members shall make every effort to reach a swift settlement of such complaint and shall deal with such a complaint in a polite, courteous and objective manner.

74. All complaints will be dealt with as soon as practicable by Members upon receipt of the complaint. In the event that the complaint cannot be settled between the Consumer and the Member, the Member shall report the complaint to the LPA Complaints Officer. If the reported complaint is subsequently resolved or withdrawn the Member shall inform the LPA Complaints Officer as soon as reasonably practicable.

PART D - REVIEW, MONITORING AND AMENDMENTS

CODE REVIEWER

75. LPA will appoint a Code Reviewer who is independent of LPA and any Member or Member organisation with specialist expertise in trade practices and consumer protection law to perform the functions conferred by paragraph (b) in accordance with the following:
- a) The Code Reviewer will be appointed for a minimum period of three years.
 - b) The functions of the Code Reviewer are:
 - i. To monitor and prepare an annual report on the level of compliance by LPA and its Members to the Code with the obligations imposed by this Code;
 - ii. As part of the functions under subparagraph (i), to consider complaints from Members or members of the public in accordance with paragraphs 27 - 33.
 - iii. To conduct, in consultation with the LPA Executive Council, a triennial Review of the Code with the aim of improving and enhancing the operation of the Code.
76. Members may be asked to contribute to the costs and expenses of the Code Reviewer as agreed from time to time by the LPA Executive Council.

(i) Annual Compliance Monitoring and Reporting

77. Following his or her consultations and consideration of the Members report, the Code Reviewer will prepare, in consultation with LPA, an Annual Report on compliance generally by Members with this Code. The Code Reviewer will make a copy of the report available to:
- a) LPA;
 - b) The Commonwealth Department(s) responsible for the administration of the *Trade Practices Act 1974*; and
 - c) The State Government Departments(s) responsible for the administration of the relevant Fair Trading Legislation in each Australian State and Territory.

(ii) Consideration of Complaints from Consumers

78. If a Consumer in the course of purchasing Tickets for, or attending a Live Entertainment Event, encounters a problem for which he or she believes they have grounds for complaint, and has not been successful in resolving the problem according to paragraphs 27 - 36, the Consumer should refer the complaint to the LPA Complaints Officer, who will then deal with the complaint in accordance with the procedures set out below and with the *LPA Complaints Handling and Dispute Resolution Policy*.
79. In the event that any Consumer believes that a Member is in breach of any of the terms set out in the Code which applies to that Member and has not received complete satisfaction by virtue of the procedures set out in paragraphs 27 - 36, a complaint may be made in writing to the LPA Complaints Officer, who will then deal with the complaint in accordance

with the procedures set out below and with the *LPA Complaints Handling and Dispute Resolution Policy*.

80. The complaint and the Member's response and representations to the complaint will be promptly considered by the LPA Complaints Officer who will contact the Consumer and attempt to resolve the matter. If the matter cannot be resolved, the Complaints Officer may then refer the matter to the LPA Executive Council.
81. The LPA Executive Council may either make a decision on the complaint at this point, or seek further information or clarification on any relevant issues, setting out the timetable for such information to be provided, and when final deliberation of the complaint will take place.
82. In exceptional circumstances or where very serious breaches of the Code have been alleged, the Complaints Officer will notify the Code Reviewer, who may convene and Chair a Special Meeting of the Executive Council, which may decide to allow oral representations to be made by both the Consumer and the relevant Member to be heard.
83. Upon receipt of a complaint from a Member or a Consumer of the type referred to in paragraph 83 above, the Code Reviewer must, as he or she determines to be appropriate:
 - a) Request of the Consumer sufficient information and documentation as to the specific breaches alleged as may be required to elucidate the nature of the complaint;
 - b) Provide the relevant Member with full details of the complaint as so elucidated and allow the Member a reasonable period within which to provide a response;
 - c) To the extent that the Member's response makes allegations against the Consumer, provide full details of that response to the Consumer and allow the Consumer a reasonable time within which to reply to those allegations;
 - d) Having considered the views of both the Consumer and the relevant Member, the Code Reviewer must form a view on the merits of the complaint: - namely,
 - i. Whether it is wholly or partly justified;
 - ii. Whether it is wholly or partly unjustified;
 - iii. Or whether some other view is appropriate and if so, what view and for what reason.
 - e) Inform the Consumer and the Member of that view, making such recommendations as may be appropriate in the circumstances. If the Code Reviewer considers it appropriate, he or she may also report on that complaint in the Annual Report produced pursuant to paragraph 82.
84. In the event that the Executive Council decides (upon examination of all the representations) that a Member has breached the Code, or it comes to the attention of the Code Reviewer or the Executive Council that a Member has breached the law in connection with the sale of Tickets, the Code Reviewer, in consultation with the Executive Council shall have the power to impose one or more of the following disciplinary measures, depending on the severity of the breach in question.
 - a) A written warning stating that if the breach is repeated the Code Reviewer in consultation with the Executive Council shall have the power to impose a more serious punishment.

- b) Suspension from LPA up to a maximum period of 12 months, during which time the Member will not be permitted to use the LPA logo or access the services or Membership benefits of LPA.
 - c) Expulsion from LPA and revocation of Membership.
85. Each decision of the Code Reviewer in consultation with the Executive Council in relation to the investigation of an alleged breach shall be notified to both the Member and to the Consumer in writing and shall state the reasons for the decision.
86. Both the Member and Consumer shall have 21 days from the date of receipt of the Code Reviewer's notice of decision to appeal to the LPA Executive Council in relation to findings of fact by the Executive Council's exercise of its discretionary powers.
87. If the Member or Consumer does appeal within a 21 day period, the decision of the Executive Council in relation to which the appeal is made shall not take effect unless and to the extent that it is confirmed or varied by the Executive Council.
88. In relation to any such appeal (as set out in sections 91 and 92) the Executive Council shall be entitled to consider all information submitted to it in connection with the complaint and to seek further information or clarification on any relevant issue; setting out the timetable for such information to be provided and when the final determination of the complaint will take place.
89. Each decision of the Executive Council in relation to an appeal shall be notified to both the Member and to the Consumer in writing and shall state the reasons for the LPA Executive Council's decision.
90. To the extent permitted by law, the decision of the LPA Executive Council in relation to an appeal shall be final and following this decision, LPA will no longer consider submissions in relation to the complaint for which the decision was made.
91. The Office of Fair Trading may, from time to time be invited to send observers to any meeting of the LPA Executive Council at which appeals are heard.

(iii) Review of the Code

92. The Code Reviewer will, for the purposes of a Review of the Code;
- a) invite written submissions on the operation of the Code and on any amendments that are necessary or desirable to improve the operation of the Code;
 - b) convene and publicise widely, during the period in which submissions may be made, on or more meetings that Members and the general public may attend to make oral submissions to the Review; and,
 - c) undertake such other consultations as she or he considers appropriate.
93. LPA will inform its' Members and the general public that the Review is being conducted and that they may make submissions to the Code Reviewer.
94. The Code Reviewer will allow a period of at least one month for the making of submissions.

95. At the completion of the period for the making of submissions, the Code Reviewer will prepare a report of the Review, and will make such recommendations as he or she considers appropriate in relation to the operation of the Code, including recommendations for amendments of the Code. The Code Reviewer will make a copy of the report available to:

- a) Each Member;
- b) The Commonwealth Department(s) responsible for the administration of the *Trade Practices Act 1974*;
- c) The State Government Departments(s) responsible for the administration of the relevant Fair Trading Legislation in each Australian State and Territory.
- d) Each individual or group that made a submission to the Code Reviewer; and,
- e) Members of the public.

This is the third edition of this Code, which shall continue to be monitored and reviewed by LPA every three years, and the results made public by LPA. This Code first came into effect on 1 November 2001, with the second edition taking effect from 1 April 2005. The third and current edition of the Code took effect on 1 October 2008.