
Biennial Review of Ticketing Code of Practice

Live Performance Australia

REPORT

Dated: 28 June 2017

Biennial Review of Ticketing Code - Report

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Introduction

This report relates to the 6th edition of the 'Live Performance Australia Ticketing Code of Practice – Industry Code' (**Industry Code**) and the 6th edition of the 'Live Performance Australia Ticketing Code of Practice – Consumer Code' (**Consumer Code**), both of which came into effect on 1 January 2016. The Industry Code and the Consumer Code (together called the **Codes**) are binding on all members (**Members**) of Live Performance Australia (**LPA**) in respect of their participation in the Australian Live Performance Industry.

Jennifer Huby is currently appointed as 'Code Reviewer' pursuant to Part 9 of the Consumer Code. As Code Reviewer, she is responsible for monitoring the level of compliance with the Codes (including complaints from Members and members of the public) and preparing, in consultation with LPA, a biennial report on compliance generally by Members with the Codes. The last review was released on 31 December 2014 (**Last Review**).

Background

The 6th edition of the Codes came into effect on 1 January 2016 in the middle of the Review Period. For clarity, except where otherwise specified, references to the Codes in this report will be to the current 6th edition of the Codes. In order to assess the level of compliance with the Codes:

- a survey, being the 'LPA Biennial Code Compliance Review – Member Survey', was prepared and issued to all Members on 21 March 2017 (**Survey**) concerning the 24 month period between 1 January 2015 and 31 December 2016 (**Review Period**). The Survey was closed to respondents on 18 April 2017. A total of 173 responses to the Survey were received from 158 unique Members;
- the Code Reviewer reviewed the 'LPA Ticketing Complaints Register' held by the LPA Complaints Officer which comprised 89 matters that had been referred to the LPA Complaints Officer in the Review Period; and
- the Code Reviewer consulted with the LPA Complaints Officer regarding LPA's observations on compliance generally.

Contents

This Report is divided into the following Parts and Annexures:

- **Part 1 – Executive Summary:** a general overview and summary of the level of compliance by Members with the Codes;
- **Part 2 – Survey:** a summary of the responses received to the Survey and its outcomes in respect of the level of compliance by Members with the Codes. This Part is further broken down into sections including 'compliance', 'complaints and disputes', 'terms & conditions', 'consumer law', 'cancellations and refunds' and 'advance ticket monies';
- **Part 3 – Complaints:** an overview of the nature and outcome of complaints received by the LPA Complaints Officer from Members or members of the public in accordance with the *LPA Complaints Handling and Disputes Resolution Policy* in Part B (Section 7) of the Industry Code;
- **Annexure A – Responding entities:** a list of the entities whose data was used to prepare this Report; and
- **Annexure B – Survey Questions:** a list of the questions asked by the Code Reviewer in the Survey, the answers to which were used to prepare this Report.

PART 1 – Executive Summary

- (a) While the Survey indicated a high level of overall compliance by Members with the Codes, when interpreting the results in this Report, it should be kept in mind that 24 of 158 unique respondents did not complete beyond the first page of the Survey.
- (b) One third of respondents had not updated their communications to take into account the new Codes that came into effect on 1 January 2016 (see section 3.4).
- (c) The reported rates of Members informing both consumers and their respective staff of the Codes continue to rise from the Last Survey, however, there was a drop in the reported rate of Members referring consumers to the Codes when consumers make a complaint (see sections 3.1 and 3.2).
- (d) Approximately half of the respondents confirmed that their terms and conditions allow the cancellation of tickets on-sold in contravention of the terms and conditions (see section 5.2).
- (e) The percentage of respondents who use unqualified statements such as ‘no refunds or exchange’ has not changed since the Last Review (see section 6).
- (f) The vast majority of respondents reported complying with ticket pricing obligations under the Code and relevant law (see section 6).
- (g) There were high levels of compliance by Members regarding their obligations under the Code following the cancellation or rescheduling of events, especially regarding refunds (see section 7).
- (h) There appears to be a high (and increasing) level of compliance by Members with the Industry Code as to advance ticket monies paid by consumers and investment policies. An increasing percentage of Members report that the ticketing service provider is always in charge of advance ticket monies (see section 8).
- (i) As with the Last Survey, a significant number of Members requested information seminars on Members’ obligations under the Code and consumer laws, and consumer complaints (see section 10).
- (j) A large proportion of Members have developed procedures and policies for dealing with complaints and resolving disputes with consumers. However, despite the fact that, in the Last Review, few Members had publicised these policies, an even lower percentage of respondents reported publicising their complaints procedure during this current Review Period. However, the vast majority of respondents felt that their Member organisation devoted adequate resources to resolving consumer disputes (see section 4).
- (k) With respect to the complaints referred to the LPA Complaints Officer which were reviewed by the Code Reviewer (see Part 3 of this Report) generally all of the complaints regarding Members were resolved in compliance with the Codes and occasionally remedies were provided to consumers over and above the requirements of the Consumer Code.

PART 2 – Survey

1. Format of the Survey

The Survey was designed such that, wherever possible, questions which were not relevant to a particular respondent were not displayed. This means that although there were a total of 64 questions in the Survey, it is unlikely that any individual respondent saw each question, which should have reduced the time for respondents to complete the Survey, and should provide more meaningful results.

2. Respondents

2.1. Number of respondents

All existing Members as at 21 March 2017 were advised of the Survey through an ‘all-Member’ email alert. A total of 173 responses to the Survey were received, however 15 of those responses appeared to be responses that were started and subsequently abandoned, with a new response submitted. As a result, there were 158 unique Member respondents to the Survey (compared to 104 unique Member respondents to the Last Review in 2014). These duplicate responses were removed from the results in the Survey.

There were an additional 24 responses which did not provide answers beyond the first page of the Survey (compared to 31 respondents who completed a similar proportion of questions in the Last Review). These responses were also removed from the results in the Survey.

One Member advised that it did not complete the Survey before the deadline of 18 April 2017. At the request of the Member, its partially completed response was also deleted.

In order to provide meaningful results, the summary of responses set out in this Report is calculated based on the total number of respondents answering each particular question in the Survey (after removing the responses as set out above), rather than the full 158 unique Members that commenced the Survey. For clarity, when referring to percentage responses to the Survey in this Report, we have also included the actual number of responses in brackets.

In this Report, percentages have been rounded to the nearest integer, which means that the combined percentages of all responses to some questions may be above or below 100%.

2.2. Categories of respondents

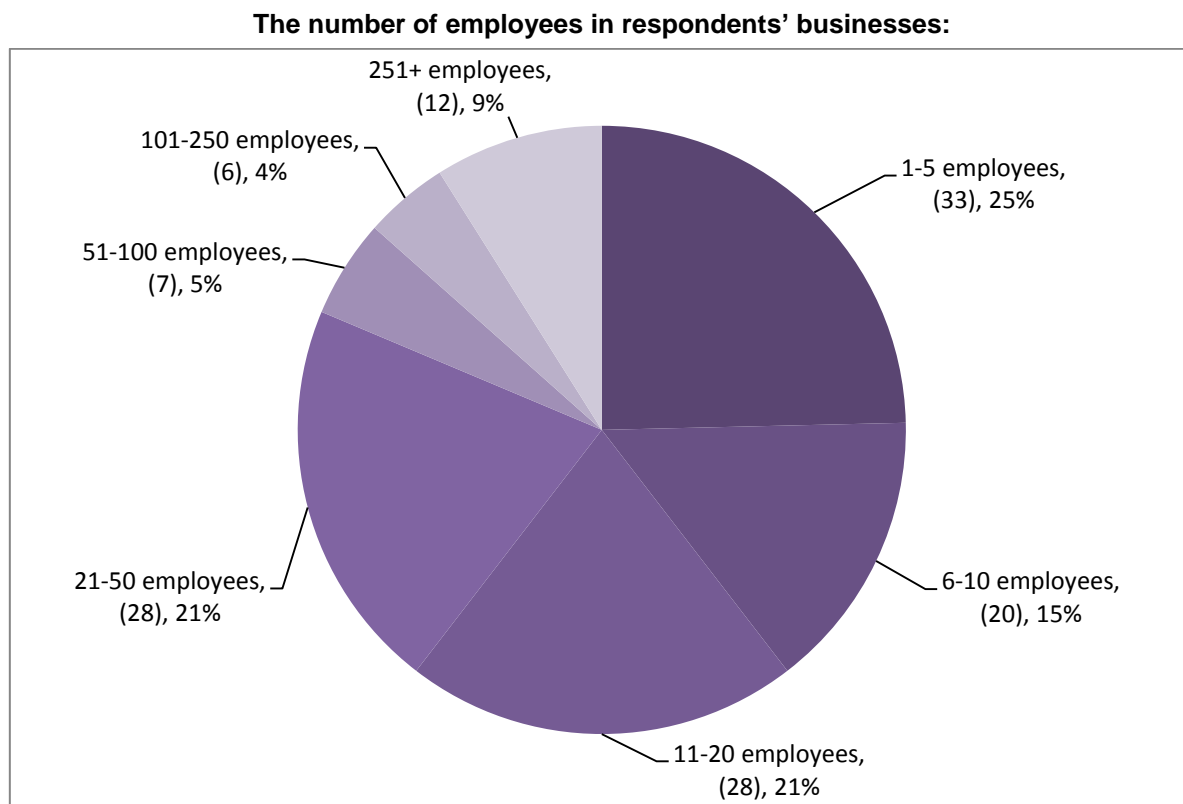
The categories of Member respondents are listed below from most to least common:

- performing arts companies (making up 37% of the respondents);
- promoters (28%);
- ticketing service providers (25%);
- government owned venues (21%);
- commercial venues (21%);
- commercial or independent producers (15%);
- festivals (13%);
- self ticketing festivals (9%); and
- other, including digital marketing companies and cinemas (6%).

It should be noted that many Members operate in more than one of these categories (such as the Sydney Opera House) which explains why there is a greater number of respondents listed across the categories than the overall number of respondents to the Survey.

2.3. Size of respondents

The size (in terms of usual staff headcount) of the Member respondents is set out in the following chart.



3. Compliance with the Codes

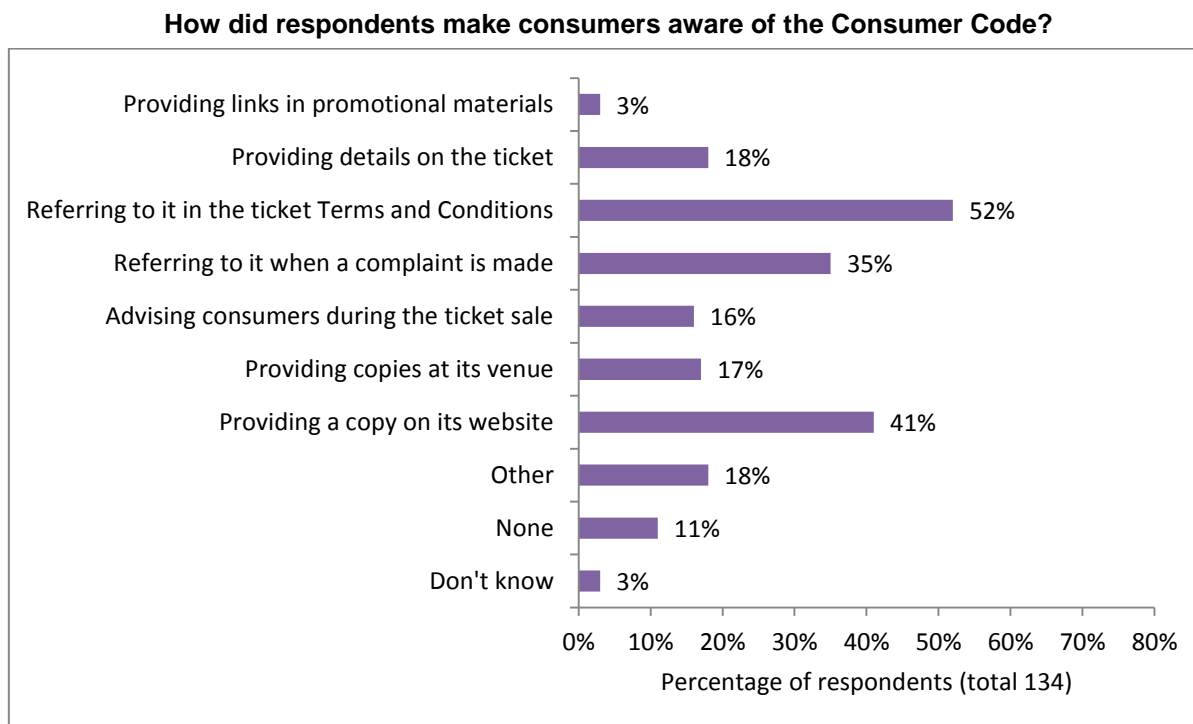
3.1. Consumer Code

Part A (Section 3) of the Industry Code requires Members to make consumers aware of the existence and application of the Consumer Code. This includes making the Consumer Code available for download from Members' websites and referencing the Consumer Code in complaint handling procedures. Members are also required to engage in activities requested by LPA from time to time to promote awareness of the Consumer Code amongst the general public.

84% (115) of respondents made consumers aware of the existence and application of the Consumer Code. This is an increase from the Last Review, in which 72% of respondents confirmed that they made consumers aware of the Consumer Code. In this Review Period, 11% of respondents (15) did not make consumers aware of the Consumer Code and 3% (4) of respondents were not sure.

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The following chart shows the various ways in which respondents made consumers aware of the Consumer Code.



Within the 'Other' category, individual respondents reported that they also advised consumers of the existence of the Consumer Code through the ticketing companies they engaged, by referring them to LPA's website and in response to a specific request by a consumer.

The greatest difference from the Last Review is in respect of respondents who refer to the Consumer Code when a consumer makes a complaint. In the Last Review, 65% of respondents reported referring to the Consumer Code when a complaint is made. During this Review Period, only 35% of respondents reported doing so.

3.2. Industry Code

Part A (Section 4) of the Industry Code requires Members to ensure that employees, agents and contractors are aware of, and comply with, the Industry Code and the '*LPA Complaints Handling and Dispute Resolution Policy*' (***Dispute Resolution Policy***).

Only 8% of respondents (11) did not take any steps to ensure their employees, agents and contractors are aware of the Dispute Resolution Policy. This is a significant reduction from the Last Review, where 24% of respondents did not take any steps.

The following measures were used by respondents to ensure that their staff were aware of and complied with the Codes:

- 64% (86) of respondents ensure that internal policies comply with the Codes;
- 36% (48) of respondents provide a copy of the Codes to staff or tell them where to find a copy;
- 36% (48) of respondents provide a copy of the Codes on their website;
- 31% (42) of respondents advise all new staff to read the Codes;
- 25% (34) of respondents provide training to staff on the Codes during staff induction;

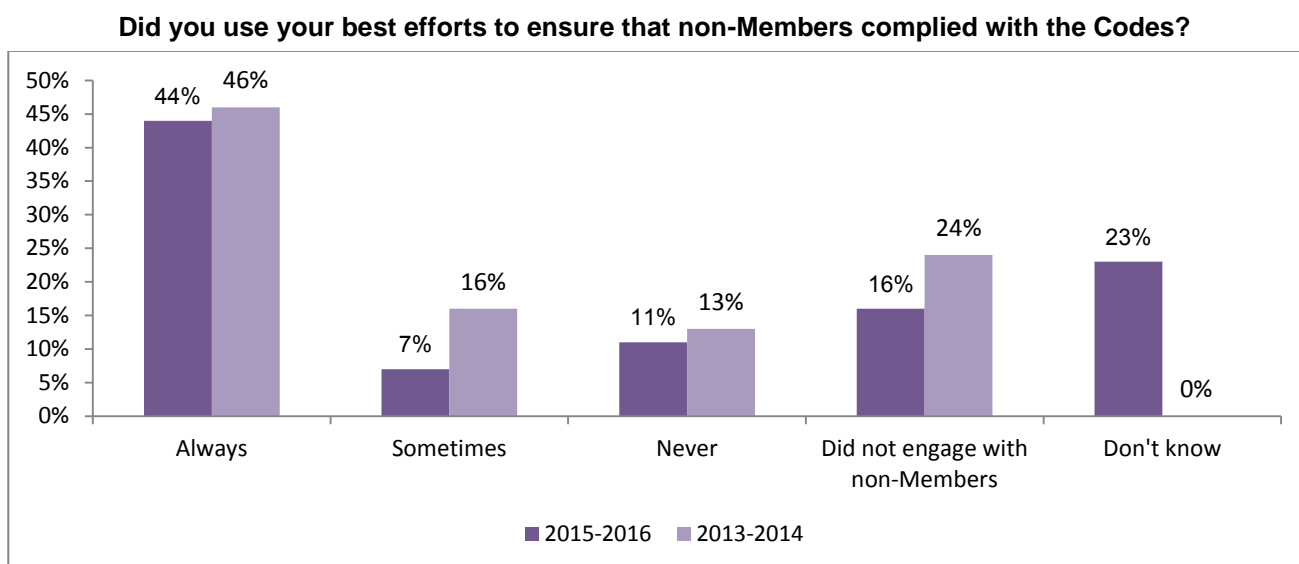
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- 15% (20) of respondents display relevant portions of the Codes in staff areas; and
- 14% (18) of respondents provide six monthly or annual training on the Codes to staff.

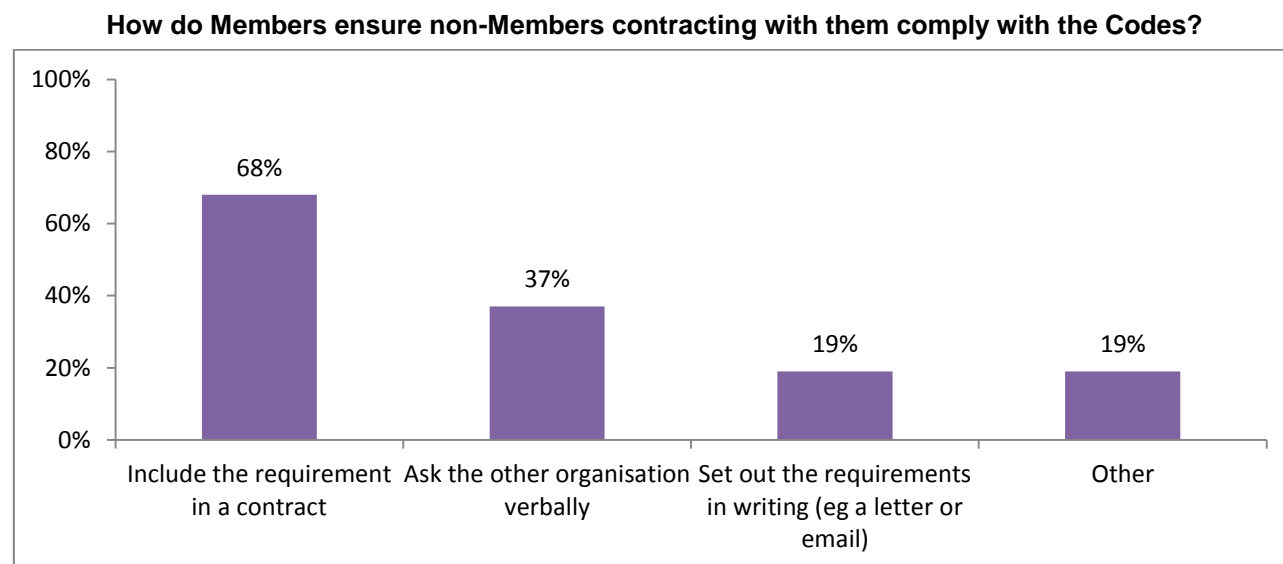
A number of respondents reported that training was provided to relevant staff only. Other respondents said that their organisation does not interact with consumers directly as it engages venues or ticketing agents to handle those transactions.

3.3. Compliance by non-Member organisations

When Members enter into commercial arrangements for an event with non-Members, they are expected to use their best efforts to ensure that all non-Member parties comply with the provisions of the Codes. The following chart compares respondents' compliance with this expectation compared to the Last Review.



The following methods were used by Members during the Review Period to ensure that non-Member parties complied with the Codes.



Within the 'Other' category, respondents reported providing details of the Codes to non-Members and encouraging compliance, including as part of the quote process, as methods to ensure non-Members contracting with them complied with the Codes.

3.4. New Codes

The Codes came into effect on 1 January 2016. As the Codes are new, internal and external documents from Members may need to be updated to reflect the revised Codes.

35% of respondents (32) had not updated their internal or external communications to take into account the new Codes. 45% of respondents (59) had updated communications for both staff and the general public; 15% (19) had only updated communications to staff, whilst 5% (6) had only updated communications to the public. 11% of respondents (14) did not know.

4. Complaints and disputes

4.1. Procedures for complaints and disputes

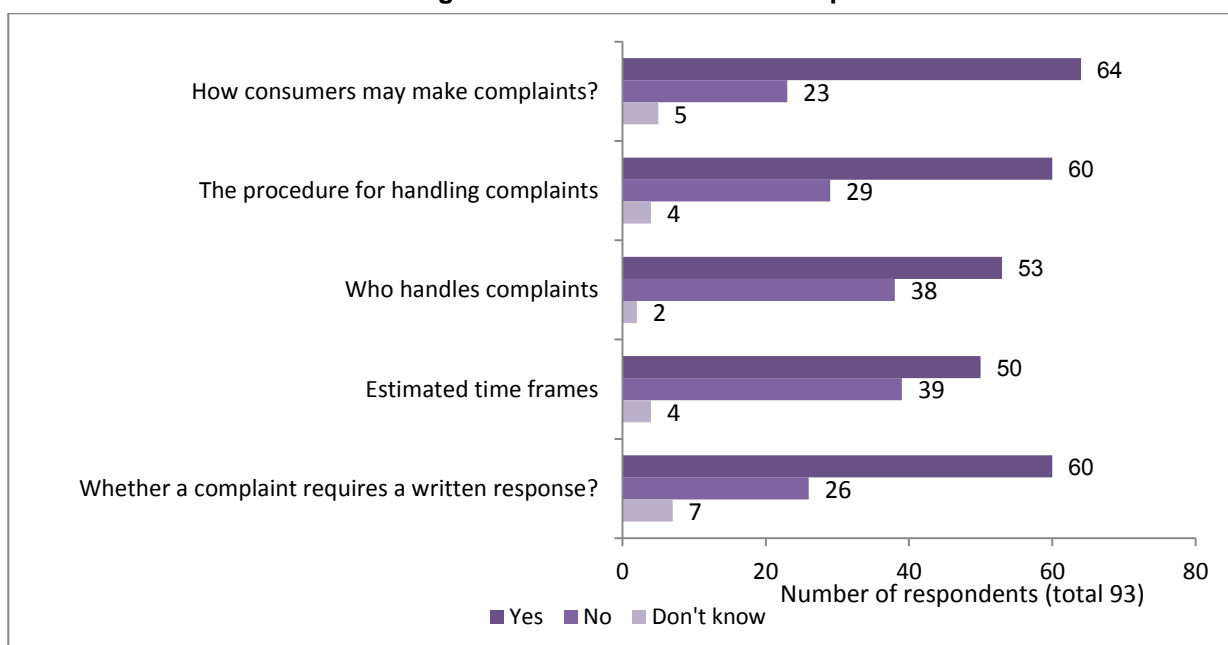
Part B (Section 6) of the Industry Code requires Members to develop and publicise procedures for dealing with complaints from consumers and resolving disputes with consumers (**Complaints Procedure**).

73% (97) of respondents had a Complaints Procedure in place during the Review Period, while 27% (35) of respondents did not. This is equivalent to the results from the Last Review.

Of those respondents which had a Complaints Procedure during the Review Period, only 15% (15) of respondents publicised it (down from 24% in the Last Review). 77% (75) of respondents reported that they had not publicised their Complaints Procedure, whilst 8% (8) were unsure if they had.

In developing the Complaints Procedure, the Industry Code requires Members to pay particular regard to certain issues. The following chart sets out whether a respondent's Complaints Procedure refers to those issues.

Are the following issues referred to in the Complaints Procedure?



4.2. Promoting awareness of the Complaints Procedure

Part A (Section 4) of the Industry Code requires Members to take reasonable steps to ensure its staff are aware of the Complaints Procedure and the *LPA Complaints Handling and Dispute Resolution Policy (Policy)*. The staff must also be able to explain those to the general public and contractors.

The following measures were used by respondents to ensure that their staff were aware of the Complaints Procedure and the Policy:

- 65% (61) of respondents ensured that internal policies complied with the Complaints Procedure and the Policy;
- 45% (42) of respondents provided a copy of the Complaints Procedure and the Policy to new staff or directed them where to find copies;
- 34% (32) of respondents provided training to staff about the Complaints Procedure and the Policy during staff induction;
- 33% (31) of respondents advised all new staff to read the Complaints Procedure and the Policy;
- 17% (16) of respondents provided training to staff about the Complaints Procedure and the Policy, the majority of which (13 respondents) provided annual training; and
- 15% (14) of respondents displayed relevant portions of the Complaints Procedure and the Policy in staff areas.

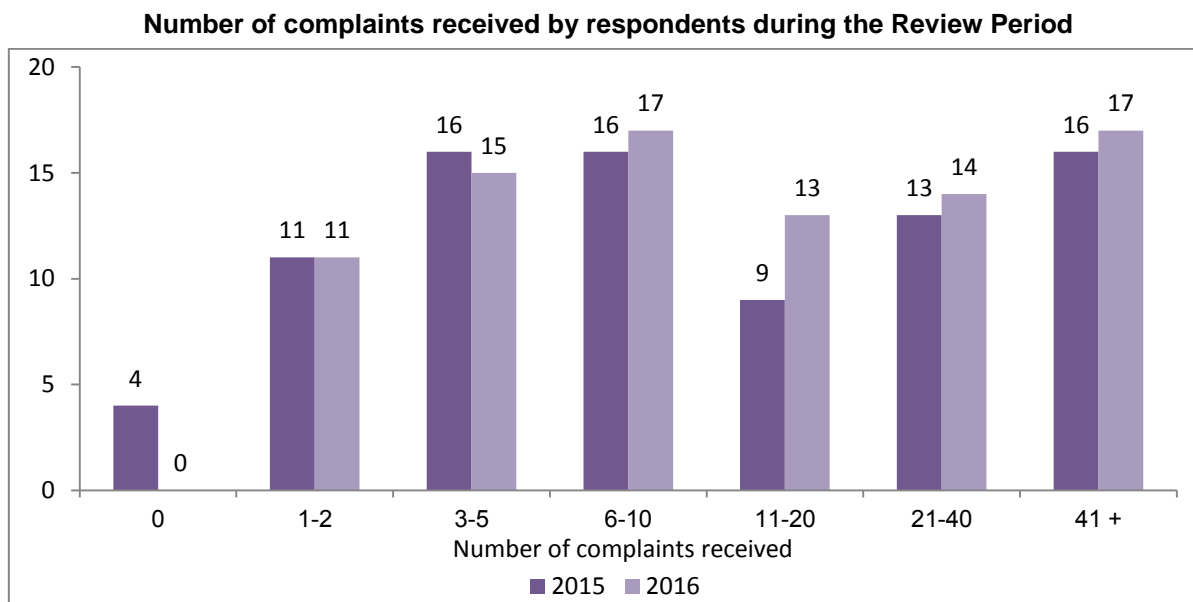
Several respondents also reported that they helped ensure compliance by referring all complaints and disputes to designated staff trained in the Complaints Procedure and the Policy, by reviewing the Codes prior to a new event, or by relying on third party ticketing organisations to handle complaints.

4.3. Complaints register

66% of respondents (87) have a register where consumer complaints and disputes are recorded. 31% of respondents (41) did not, and a further 3% (4) did not know. 46% (being 19 of the 41 respondents that did not have a register) reported that they did not have one as they did not receive any complaints during the relevant period.

4.4. Number of complaints received

81 respondents reported receiving at least 1 complaint during the 2015 calendar year and 87 respondents reported the same for the 2016 calendar year. It is noted that the number of complaints received by a Member is partly related to the size of the Member's business and the number of events it holds per year. The number of complaints received by a respondent during the Review Period varied from 0 to more than 40 as shown in the following chart:



4.5. Resolution of complaints

95% (121) of respondents believed that their organisation had devoted adequate internal resources to respond to consumer complaints and resolve disputes. Only 5% (7) of respondents did not believe so.

83% of respondents (71) reported that their organisation made every effort to reach a swift settlement of complaints received during the Review Period. 16% of respondents (14) reported that their organisation mostly did so, and 1% (1) said that their organisation sometimes did so.

85% (72) of respondents reported that all complaints they received during the Review Period were resolved. 15% (13) of respondents said that the vast majority of complaints received during the Review Period were resolved. No respondents reported that none of the complaints they received during the Review Period were resolved.

4.6. Referral of complaints to LPA

In the event that Members are unable to settle complaints between themselves and a consumer, Part B (Section 7) of the Industry Code requires the complaint to be referred to the LPA Complaints Officer.

12 respondents reported that no unresolved complaints were referred to the LPA Complaints Officer during the Review Period. A further 4 respondents reported that some unresolved complaints were referred. No respondent reported that all unresolved complaints were referred. For completeness, we note that although there were a total of 16 responses above, only 13 respondents reported that some complaints which were received during the Review Period remained unresolved.

4.7. Member comments

Some respondents noted that complaints raised with them were often the result of third parties, and that they therefore did not know if the complaints had been resolved. Other respondents noted that complaints were often in relation to matters outside the Codes or were not, in fact, breaches of the Codes. This may explain the difference in response rates referred to above.

5. Terms and Conditions of Sale and Entry

5.1. Existence and acceptance of terms

Part B (Section 10) of the Consumer Code states that when a consumer buys a ticket to a live event, the terms and conditions of sale and entry (***Terms and Conditions***) will set out the conditions applicable to that event and that the consumer will usually have to agree to the Terms and Conditions as a condition of purchase. Part 10 of the Consumer Code also provides that it is the individual Member's obligation to ensure the consumer is aware of, and agrees to, the Terms and Conditions.

Only 3% of respondents (4) reported that it was not a condition of the purchase of a ticket for consumers to agree with any Terms and Conditions. This is down from 12% in the Last Review.

Respondents reported using the following methods to ensure consumers are aware of, and agree to, the Terms and Conditions:

- 72% (91) of respondents required consumers to agree with the Terms and Conditions online before purchasing a ticket;
- 44% (56) of respondents advised consumers of important terms on the telephone before purchase of the ticket and providing more detailed information on request;
- 38% (44) of respondents prominently displayed the Terms and Conditions at physical sale counters and required consumers to indicate their agreement before purchase; and
- 38% (44) of respondents provided a summary of the Terms and Conditions at the time of purchase.

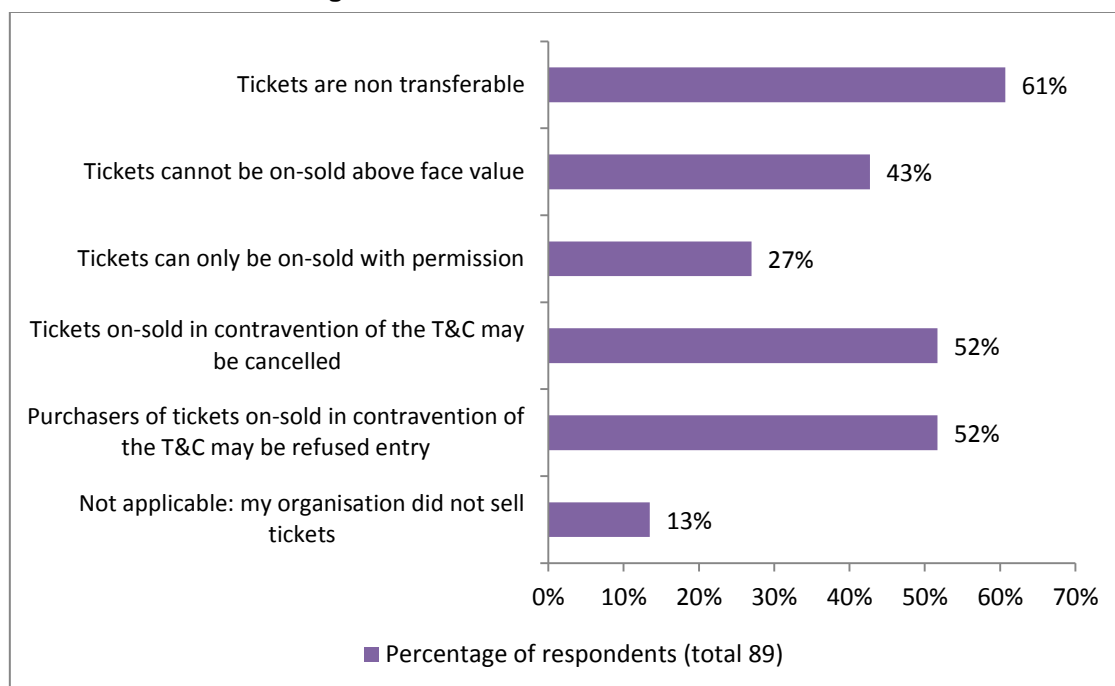
Seven Members reported that the Terms and Conditions are printed on tickets, or that a link was printed on the ticket directing consumers to the Terms and Conditions. A further twelve respondents reported that Terms and Conditions were left to ticketing agents and they were not responsible for them.

It should be noted that although explicit agreement from a consumer to the Terms and Conditions is best practice, it is not required for the Terms and Conditions to be binding on the consumer as long as appropriate steps have been taken to make consumers aware at the time of purchase that such Terms and Conditions are in place and where those Terms and Conditions can be accessed.

5.2. Existence of common terms

The following chart sets out the number of respondents which included certain common terms in their Terms and Conditions during the Review Period.

Which of the following terms are included in a Member's Terms and Conditions?



6. Consumer law

6.1. Awareness of obligations under the Australian Consumer Law

The Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) places certain obligations on entities that deal with consumers. These obligations apply in addition to the Codes and any Terms and Conditions, and include:

- that such entities must not engage in misleading or deceptive conduct;
- certain mandatory consumer guarantees as to the quality of goods and services; and
- a prohibition on including unfair terms in standard-form agreements (such as ticketing terms and conditions).

6.2. Unqualified restrictions and broad exclusions of liability

One specific right granted to consumers by the Australian Consumer Law is the right to certain remedies, including a refund, exchange and/or compensation, where services do not comply with the statutory consumer guarantees, such as where the services are not provided with due care and skill or where the services are not fit for their specified purpose. As such, phrases such as 'no refund or exchange' or broad limitations of liability such as 'we are not liable for any loss or damage incurred by you attending the event' can be misleading by implying that consumers cannot obtain a refund or exchange in any circumstances. By using unqualified statements such as 'no refunds', Members may be exposing themselves to prosecution by third parties or the Australian Competition and Consumer Commission (**ACCC**) under the Australian Consumer Law.

Because of this, a Member's Terms and Conditions should not attempt to limit consumers' statutory rights with broad exclusions of liability or unqualified statements such as 'no refund or exchange'. After excluding the 20 respondents who answered that this question did not apply to them, 13% (14) of respondents stated that they always used the phrase 'no refund or exchange' during the Review Period, with a further 17% (18) of

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respondents reporting that they sometimes used that phrase. 58% (62) of respondents never used that phrase. These percentages are almost identical to those from the Last Review.

With respect to broad exclusions of liability in Members' Terms and Conditions, 74% (81) of respondents never included such terms during the Review Period (up from 60% in the Last Review). 14% (15) of respondents always include such terms in their Terms and Conditions. 12% (13) of respondents did not know.

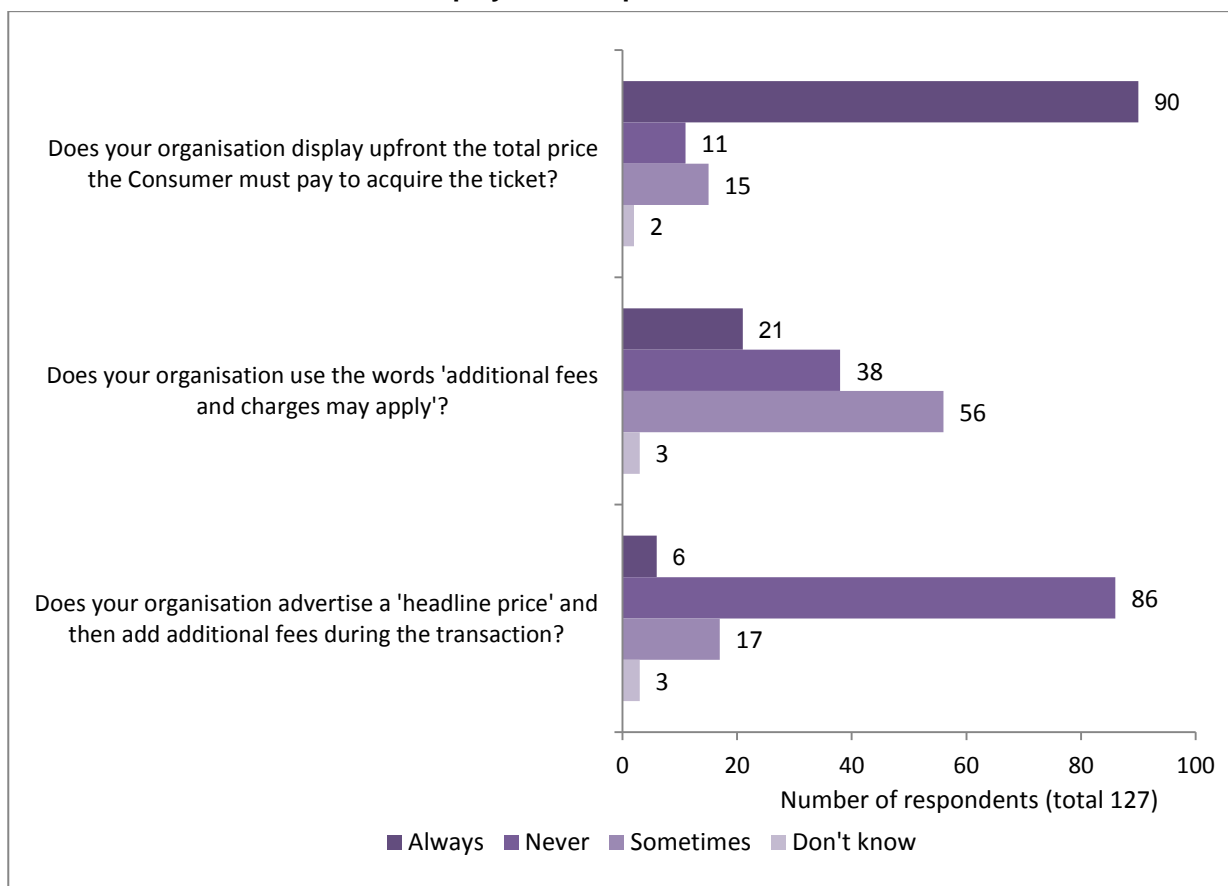
6.3. Pricing obligations

In accordance with the Australian Consumer Law, the Industry Code requires that any representation of the price of entry to an event must reflect the total price (at least as prominently as any component price), including all mandatory charges (such as GST or mandatory service fees) which the consumer must pay to acquire entry. If there are additional charges that cannot be calculated at the time, their existence (and wherever possible, the amount) should be clearly indicated.

Since mandatory fees must be included in all representations of the ticket price, phrases such as '*additional fees and charges may apply*' may only be used where the fee or charge does not apply to every consumer or where they depend on the purchase method. A failure to comply with this is likely to breach the pricing obligations of the Australian Consumer Law and/or the Industry Code.

The following chart sets out how respondents deal with ticket prices and additional fees.

The display of ticket prices and additional fees



This question was slightly different to that asked in the Last Review and so cannot be directly compared.

7. Cancellations and refunds

7.1. Cancelled, rescheduled and relocated events

Part B (Section 13) of the Consumer Code provides that, where an event is cancelled or rescheduled, or relocated such that its nature or geographic location is fundamentally altered, the consumer has an automatic right to a refund if they do not wish to attend the rescheduled or re-located event. Part B (Section 13) of the Consumer Code also requires Members to:

- use their best endeavors to advise consumers as early as possible;
- use reasonable endeavors to provide consumers with similar seating locations at the rescheduled event; and
- provide a full refund if the consumer does not wish to attend the replacement event.

45% (57) of respondents reported that during the Review Period they either had to cancel or reschedule an event, or relocate an event such that its nature or geographic location was fundamentally altered. Of those 57 respondents, each respondent confirmed that they always used their best endeavours to advise consumers as early as possible. 98% and 95% of the same respondents reported (respectively) that they used reasonable endeavours to provide consumers with similar seating, or, if the consumer did not wish to attend the rescheduled event, a full refund.

Consumers that have pre-purchased tickets to an event that is subsequently cancelled, rescheduled or relocated may have incurred ancillary costs such as accommodation bookings, plane tickets and car hire fees. 8 respondents reported that consumers requested a refund of such ancillary costs during the Review Period. 7 of those respondents said that between 1 and 5 consumers requested a refund of such ancillary costs, whilst 1 respondent said that between 6 and 20 consumers made such a request. No respondent reported having more than 20 consumers make such a request.

No respondent reported being involved in a cancelled or rescheduled event for which consumer monies were not available to meet refund obligations.

7.2. Cancellations during an event

During the Review Period, 31 respondents had an event cancelled during an event due to unforeseen circumstances. Of those respondents, a full refund was always given to consumers by 93% (28) of respondents (up from 79% of respondents in the Last Review). There was 1 respondent which sometimes gave a full refund and sometimes gave a partial refund, and 1 respondent which never gave a refund following the cancellation of an event during the event itself.

When unforeseen circumstances arose that required an event to be cancelled mid-event, only 4 respondents reported having difficulty determining whether to provide a full refund or a partial refund. 84% (26) of respondents reported never having any difficulty. The remaining respondent stated that the question did not apply to them.

7.3. Discretionary refunds

Occasionally, circumstances outside the control of a consumer can fundamentally affect the consumer's enjoyment of an event. This can include things such as unruly patrons or the occurrence of a major sound

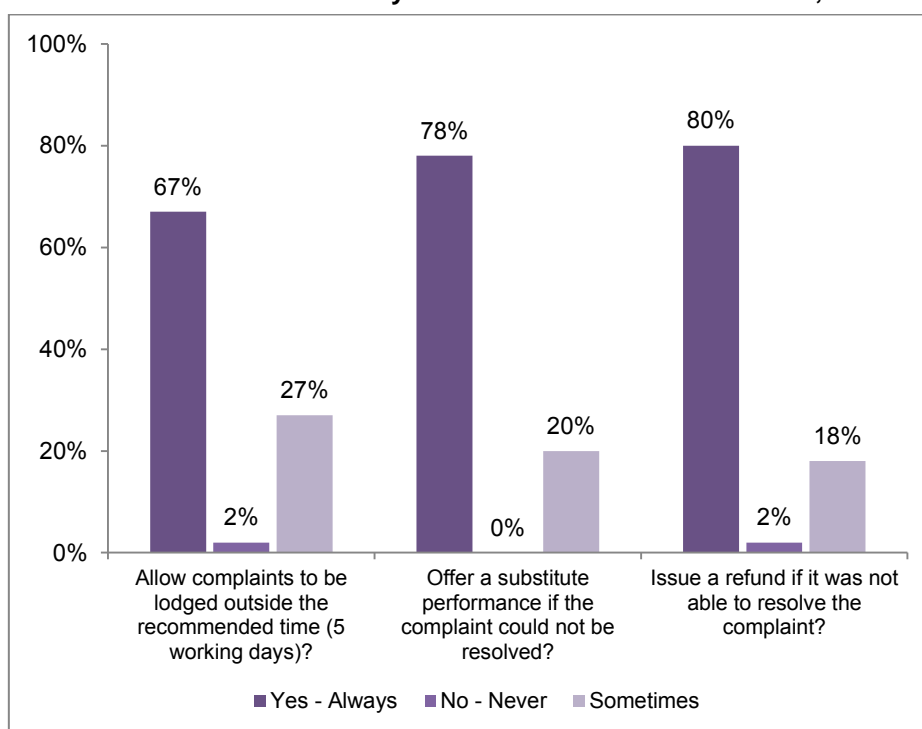
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failure. 40% (51) of respondents reported receiving complaints in relation to such events during the Review Period. This is roughly equal to the response rate in the Last Review.

Part B (Section 13) of the Consumer Code states that circumstances where an incident out of the control of a consumer has fundamentally affected enjoyment of the event may be covered by the consumer guarantees under the Australian Consumer Law. In that case the consumer may be entitled to a refund or exchange, or a discretionary refund may be provided by Members in such circumstances to maintain good faith with the consumer even when there is no obligation on Members to do so.

The reaction of Members to complaints made by consumers due to an incident outside the control of the consumer is set out in the following chart.

If a complaint was made due to events beyond the control of the consumer, did the respondent:



Of the 51 respondents which reported issuing a discretionary refund to consumers during the Review Period, 67% (34) of respondents always refunded the entire cost of the ticket, including all associated fees and charges and the remaining 33% (17) sometimes did.

8. Advance ticket monies

Part C of the Industry Code recognises that consumers have an interest in advance ticket monies, being the money paid for their tickets, until such time as the relevant event is held. Members in receipt of the advance ticket monies must comply with the requirements in Part C of the Industry Code.

There are generally two categories of Members when it comes to advance ticket monies: Members who self-ticket events, and Members who are, or who engage, third party ticketing organisations. The same general obligations apply to both categories, with some differences as follows.

8.1. Self-ticketed events

14 respondents reported self-ticketing events. Under Part C of the Industry Code, self-ticketing Members should open and maintain an account to hold advance ticket monies that they receive on trust for consumers until after the event (**Trust Account**).

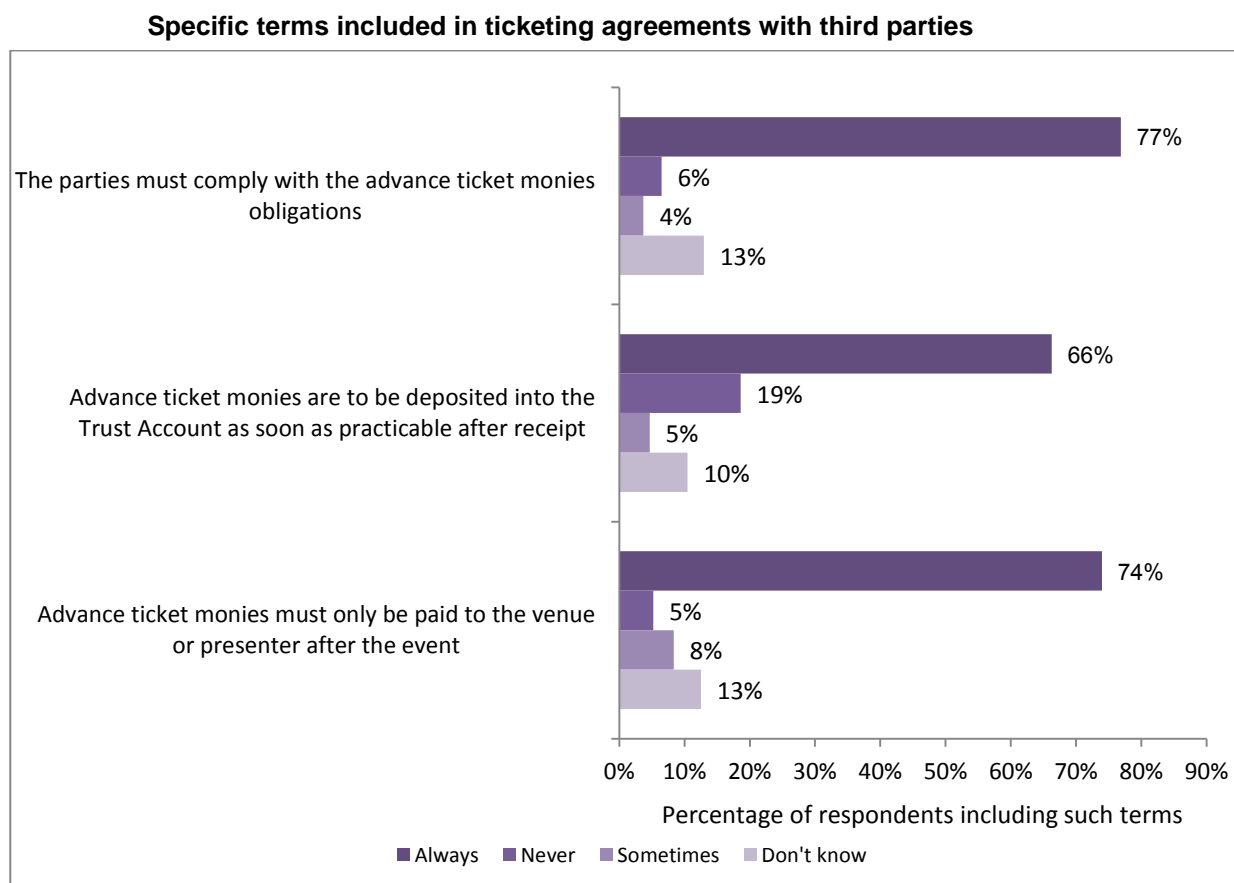
Of the 14 respondents who reported self-ticketing events, 8 confirmed that they always deposit advance ticket monies into Trust Accounts. A further 3 respondents said that they never do so, and the remaining 3 respondents did not know.

8.2. Events with third parties

109 respondents reported being involved in the sale of tickets to events using third parties (e.g. a ticketing company). Respondents include both ticketing companies and promoters/producers or venues that engage third party ticketing companies.

(a) Terms of agreements with third parties

Members who are involved in the ticketing of events with third party organisations should ensure that the relevant agreements contain certain provisions. The following chart sets out the number of respondents who include such terms in their ticketing agreements.

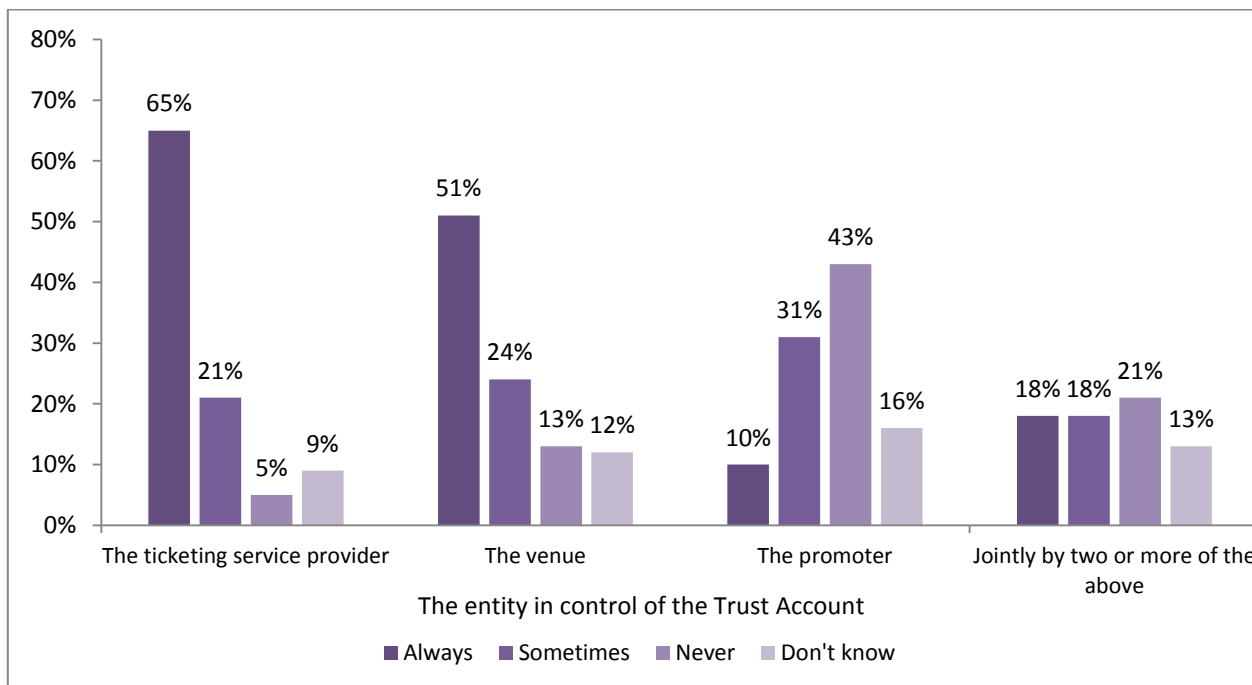


These figures are roughly equivalent to those from the Last Review.

(b) The entities in charge of Trust Accounts

The following chart shows the entity or entities responsible for the operation of Trust Accounts during the Review Period:

Which entities were in control of the Account during the Review Period?

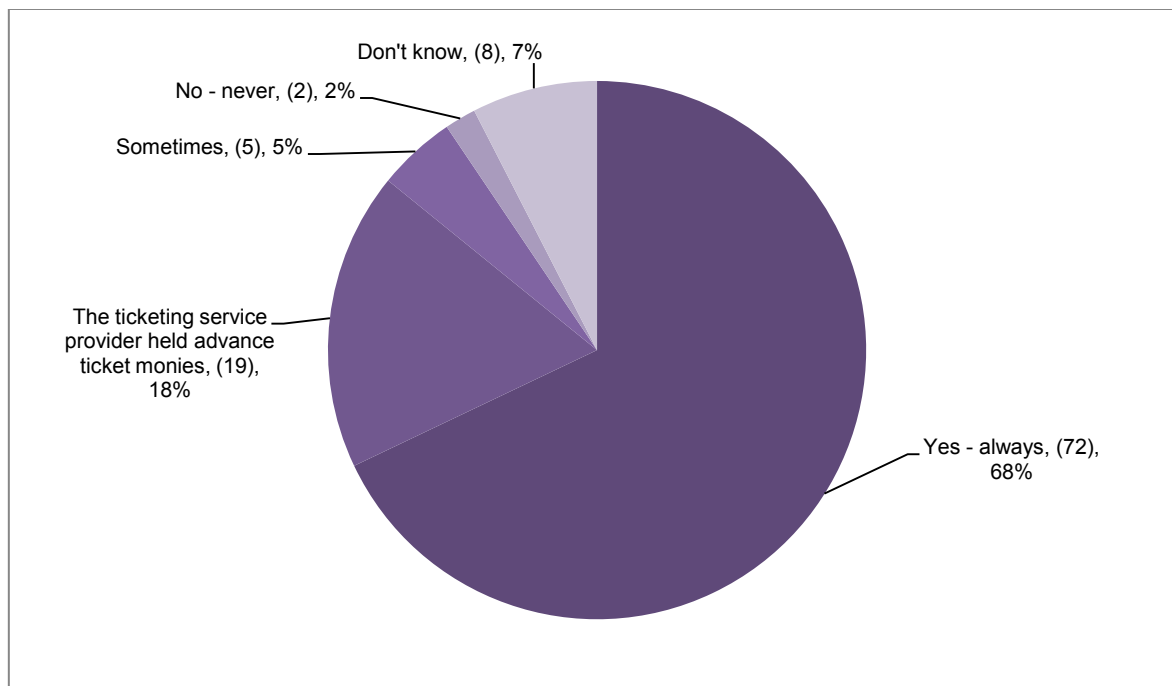


Since the Last Review, the percentage of respondents answering that the ticketing service provider is always in control has increased from 48% to 65%, whilst the percentage for venues has decreased from 62% to 51%. The remaining results have stayed largely the same. We note that a number of respondents replied 'Always' to more than one of the above options, skewing the results.

8.3. Advance ticket monies held on trust

Part C (Section 11) of the Industry Code requires that once advance ticket monies have been collected, they must be held on trust for consumers until after the event. The following chart shows that the vast majority of respondents comply with their obligations.

Are advance ticket monies held on trust for consumers until after the event?



Over the last four reviews, the percentage of respondents who never ensure advance ticket monies are held on trust have dropped from 21%, to 12%, to 6% and now to 2% of respondents who never ensure advance ticket monies are held on trust for consumers until after the event.

8.4. Type of account used for Trust Accounts

In some instances, depending on how the advance ticket monies are held, the financial services licensing provisions of the *Corporations Act 2001* (Cth) may apply. This is more likely where the advance ticket monies are held in anything other than a basic deposit account (such as an interest bearing account, or term deposit account).

51% (43) of respondents always held advance ticket monies in basic deposit accounts, up from 37% in the Last Review. A further 32% (27) of respondents did not know how their organisation held advance ticket monies. 6% (5) and 12% (10) of respondents reported that their organisation always and sometimes (respectively) held advance ticket monies in accounts other than basic deposit accounts.

8.5. Deposits of advance ticket monies

Part C (Section 11) of the Industry Code provides that Trust Accounts should only be used for advance ticket monies. Any other monies should be deposited into a different account unless the monies are collected as part of the ticket transaction (such as pre-payment of a souvenir program or parking fees) and there are appropriate policies in place including:

- the type of monies that may be deposited;
- how and when transfers of those monies may be made out of the Trust Account; and
- how regularly reconciliations will be performed.

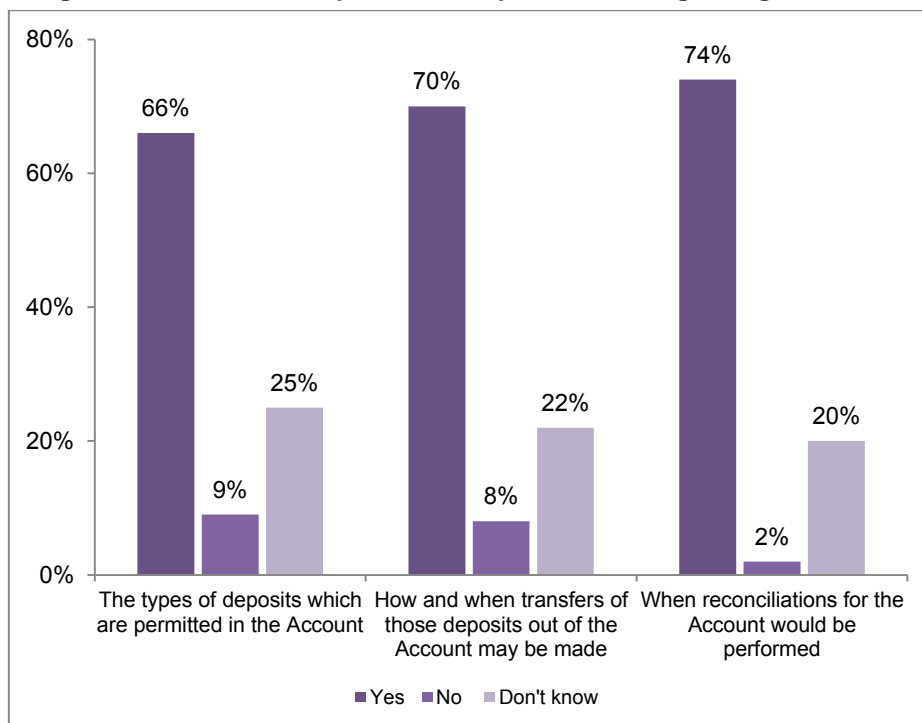
Of the 25 respondents who reported depositing such other monies into a Trust Account (4 self-ticketing Members and 21 other Members), 64% (16) reported that all such amounts were collected as part of the ticket transaction as permitted by the Industry Code. A further 33% (7) of respondents reported that the other

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monies which were not part of the ticket transaction were deposited into a Trust Account during the Review Period.

The following chart sets out the proportion of respondents that have clear policies relating to particular issues in the deposit and withdrawal of monies other than advance ticket monies in the Trust Accounts.

Does your organisation have clear policies and procedures regarding the following issues?



8.6. Investment policy

Part 12 (Section C) of the Industry Code states that entities with control of advance ticket monies should have an investment policy in place. 15% (17) of respondents had an investment policy setting out how advance ticket monies will be invested (down from 38% in the Last Review), while 37% (43) did not. The remaining 48% (56) of respondents stated that this was not applicable to them or that they did not know.

Of those respondents with an investment policy, 47% (8) always make the investment policy available on request to other stakeholders. A further 24% (4) sometimes do and 12% (2) of respondents did not. The remaining 3 respondents did not know.

8.7. Audit

In the experience of 33% (27) of respondents, the venue, presenter, promoter, producer and/or ticketing service provider was always able to request an audit (or another legally binding assurance) to verify that the sum of money in the Account matched the advance monies liability. For 7% of respondents (6), that never happened, whilst 9% of respondents (7) reported that it sometimes happened. 35% of respondents (28) reported that there were no requests for such an audit, and a further 16% of respondents (13) did not know.

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8.8. Where ticketing proceeds are made available to the venue or promoter prior to event

Part C (Section 15) of the Industry Code says that in limited circumstances, it may be reasonable for advance ticket monies to be released to a party with a commercial interest in the advance ticket monies prior to the event occurring. These circumstances each require specific security from the recipient. The details of these securities, and the answers made by respondents to each, are as follows:

- (a) 9% (8) of respondents made ticketing proceeds available prior to the event where the recipient had provided to the ticketing service provider a guarantee from a bona fide financial institution in a form that was sufficient to secure an amount equal to those ticket proceeds. 91% (81) of respondents did not;
- (b) 6% of respondents (5) made ticketing proceeds available prior to the event where the recipient had agreed to immediately satisfy all refund obligations and was an LPA member that was in receipt of triennial Government Funding. 94% (82) of respondents did not;
- (c) 8% (7) of respondents made ticketing proceeds available prior to the event where the recipient was a Government venue which had an explicit guarantee that the Government would cover any consumer refunds if required. 92% (82) of respondents did not;
- (d) 11% (10) of respondents made ticketing proceeds available prior to the event where the recipient had agreed to and demonstrated the ability to immediately satisfy all refund obligations. 89% (79) of respondents did not; and
- (e) only 3 respondents made ticketing proceeds available prior to the event under any other circumstance.

These are largely the same percentages as in the Last Review.

8.9. Disputes

Only 6% of respondents (6) reported that they sometimes had disputes or difficulties with third parties due to the treatment of advance ticket monies. The majority (83%) of respondents never had any such difficulties. 11% of respondents (10) did not know.

9. Survey Observations and Limitations

- (a) As with the previous survey, this Survey was designed such that questions which were irrelevant to particular respondents (based on their previous answers) would not be displayed. This means that not every respondent saw every question of the Survey. Therefore, it does not necessarily follow that questions with fewer overall responses were not answered. Instead, a smaller proportion of respondents may have seen that question compared to other questions.
- (b) As with the Last Review, a significant number of Members did not complete the Survey. 42 responses were deleted because they were duplicates, they did not answer beyond the first page, or the relevant Member requested the response to be deleted.
- (c) The number of respondents for the Survey dropped off as the Survey progressed, although the majority completed the Survey. Of the 131 unique respondents that answered past the first page,

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127 reached the final page of the Survey. As with the Last Review, this suggests that shortening the Survey would not significantly increase the number of completed responses.

- (d) There was a significant increase in response rate from the Last Review, from 111 unique respondents to 158 unique respondents. If the number of respondents who did not answer beyond the first page are excluded, the response rate increased from 80 to 131.

10. Training

Within the Survey, LPA asked the respondents to list the seminars that the organisation would be interested in having its employees attend. In order of descending popularity, from 142 responses received, those seminars are:

- obligations under the Industry Code (80% (113) of respondents);
- consumer laws regarding pricing (69% (99) of respondents);
- consumer laws regarding advertising (67% (95) of respondents);
- obligations with respect to complaints and dispute resolution (65% (92) of respondents);
- obligations under the Consumer Code (64% (91) of respondents);
- the consequences of cancelling or postponing events (53% (75) of respondents); and
- obligations with respect to advance ticket monies (44% (63) of respondents).

One respondent asked for a seminar on 'GST and tax implications'.

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PART 3 - Complaints

There were 89 complaints referred to the LPA Complaints Officer during the Review Period (25 between 1 January 2015 and 31 December 2015, and 64 between 1 January 2016 and 31 December 2016), compared with 46 complaints received during the period of the last two reviews (which together totalled 24 months). With respect to the complaints referred to the LPA Complaints Officer, all of the complaints to Members were stated by the LPA Complaints Officer to have been resolved in compliance with the Codes. 25 complaints were found by the LPA Complaints Officer not to involve the conduct of a Member and were therefore not bound by the Codes. Occasionally, Members provided remedies to consumers over and above the requirements of the Codes. Set out below is a summary of complaints referred to LPA by Members or made by members of the public directly to the LPA.

COMPLAINTS RECEIVED DURING 2015 CALENDAR YEAR

Issue	Code	Outcome	Compliance
Poor weather: Consumer complained that they were not able to receive a refund for the screening due to drizzle and rain on the night. Terms stated that event would continue in the rain and no refunds would be provided for non-attendance	No right to a refund under the Code	Relevant entity was not a member of LPA. Consumer was advised that there was no right to a refund under the Codes even if entity was a member of LPA.	Entity was not an LPA Member
Ticket resale (non-Member): Consumer complained that the ticketing company was not able to help them in ensuring that a hearing loop was turned on in their seating area.		Relevant secondary ticket reseller was not a member of LPA. Consumer was advised to contact state's fair trading office.	Entity was not an LPA Member
Ticket resale (non-Member): Consumer complained that tickets sold by ticket reseller were sold at a grossly inflated price, fees were added that she was not made aware of at the time of purchase, and she was not aware that the ticket reseller was not the authorised ticket seller.	The Codes do not restrict ticket resale, however, wherever possible, a single price inclusive of all fees must be displayed	Relevant secondary ticket reseller was not a member of LPA. Consumer was advised that the Codes do not apply.	Entity was not an LPA Member
Restricted view: Consumer complained that they had purchased A-reserve seats but only had a partial view of the stage, which meant they could not see members of the band.	Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket	Entity refunded the difference between the cost of an A-reserve and B-reserve ticket.	LPA Member complied with the Code
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered.	If an event is cancelled during its running time, the LPA Member may determine that a partial or full refund applies.	LPA Complaints officer considered that the majority of the festival was delivered and that, under the Codes and the Terms, it was at the discretion of the entity to offer a refund.	LPA Member complied with the Code
Cancellation (bad weather): Consumer complained that the event was cancelled	As above	As above. State police conducted the evacuation with the promoter and State	As above

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Issue	Code	Outcome	Compliance
mid-way through due to dangerous weather and that refunds were not offered. The consumer also complained that the security staff did not handle the evacuation effectively.		police stated that the evacuation was handled safely with no injuries or issues	
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered. The consumer also complained that the security staff did not handle the evacuation effectively.	As above	As above	As above
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered. The consumer also complained that the security staff did not handle the evacuation effectively.	As above	As above	As above
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered. The consumer also complained that the security staff did not handle the evacuation effectively.	As above	As above	As above
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered.	As above	As above	As above
Cancellation (bad weather): Consumer complained that the event was cancelled mid-way through due to dangerous weather and that refunds were not offered. The consumer also complained that the security staff did not handle the evacuation effectively.	As above	As above	As above
Cancelled acts: Consumer complained that event organiser would not provide a refund for a 3-day ticket after 3 major acts had cancelled	A Member is not required to provide a refund where acts appearing at a festival change	Consumer was advised that cancellation of festival acts over multiple days does not entitle consumers to a refund.	LPA Member complied with the Code
Website error: Consumer complained that due to website error they were not able to purchase the pre-sale tickets that they were offered to purchase. They also complained that due to wrong advice from the ticketing entity's customer service agent they were not able rectify	Members must seek to maximize fair access to tickets by prospective consumers	Ticketing entity provided the consumer with paid tickets to the event.	LPA Member complied with or exceeded the Code

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Issue	Code	Outcome	Compliance
the error with the pre-sale timeframe.			
Cancelled acts: Consumer complained that the organiser would not provide a refund for her 1-day ticket after a headline act cancelled, as she did not apply for the refund within the timeframe specified by the organiser. Consumer was not notified of the cancellation. Consumer did not attend the event.	Under the Code, a Member is not required to provide a refund where acts appearing at a festival change	LPA advised organiser to provide a refund to the consumer, as the consumer was not informed of the acts cancellation or the offer of 1-day refunds.	LPA Member complied with the Code and did more than was required
Cancelled acts: Consumer complained that that the organiser would not provide a refund for a 5-day ticket after 3 major acts had cancelled. Consumer attended the event.	Under the Code, a Member is not required to provide a refund where acts appearing at a festival change	Consumer also lodged a complaint with the state's fair trading office. LPA advised the consumer that they were not entitled to a refund.	LPA Member complied with the Code
Refund (consumer mistake): Consumer complained that the ticketing company would not provide a refund for an accidental purchase of 4 extra tickets (due to two browser windows being open).	The LPA Member may choose to provide a discretionary refund	Ticketing entity chose to provide a discretionary refund.	LPA Member did more than was required under the Code
Inability to attend (non-Member): Consumer requested a refund for a community high school event they were not able to attend due to adverse weather.	A Member is not required to provide a refund or exchange where a patron is unable to attend	Relevant entity was not a member of LPA. LPA advised that they would not be entitled to a refund.	Entity was not an LPA Member
Change of date: Consumer complained that they were not adequately informed of the date change prior to the event taking place, as such they were not aware of the date change until after the event had already taken place.	A Member must offer a refund if an event is rescheduled and the patron does not wish to attend	Ticketing entity acknowledged that the consumer was not advised of the rescheduled event. Consumer was provided with a full refund.	LPA Member complied with the Code
Change of location: Consumer complained that the event organiser was unwilling to provide a refund for the relocated event, and argued that the relocation would significantly alter the nature of the event.	A Member must offer a refund if an event is relocated such that the nature of the event would be significantly altered	LPA considered that the relocation of the event would significantly alter the nature of the event. LPA advised member to provide a full refund.	LPA Member complied with the Code
Poor quality: Consumer complained that due to poor sound quality they were not able to hear the artist throughout the entirety of the show.	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given	Relevant entity provided a full refund to consumers that complained of poor sound quality.	LPA Member complied with the Code
Consumer removed from event: Consumer complained that she and her friend were evicted from the show at	No obligation to provide a refund or exchange where a	Member had received several complaints regarding the consumers' behaviour, and gave two warnings to the consumers.	LPA Member complied with the Code and did more

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Issue	Code	Outcome	Compliance
interval due to their loud and disruptive behaviour. The consumer insisted that they should be allowed to attend another performance or receive a refund.	patron is evicted for behavior that unreasonably interferes with other patrons	Member nonetheless allowed consumers to attend the second half of the performance on a later occasion.	than was required
Change of terms and conditions: Consumer complained that they had purchased tickets to the festival, and then subsequently the T&C's changed so that semi-finalists at the festival were given complimentary tickets. However, as a semi-finalist the festival refused to provide a refund as the consumer had already purchased tickets under the previous conditions, and as a charity they were not in a position to provide a discretionary refund.	No obligation to provide a refund under the Codes	Relevant entity was not a member of LPA. LPA advised that they would not be entitled to a refund.	Entity was not an LPA Member
Complaint (no procedure): Consumer complained that they did not have easy access to the Member's complaints handling procedure, and then upon requesting a copy there was a delay in receiving a response.	Members are required to publicise a complaints handling process and provide clear guidance on using it and should deal with them as soon as practicable	LPA contacted the Member to alert them to the complaint. The Member responded to state that they are dealing with the complaint and will provide the consumer with access to their complaints handling procedure.	LPA Member resolved to rectify error and comply with the Code
Poor quality: Consumer complained that Member should provide them with a refund due to the poor sound quality, in which they were not able to hear the songs adequately throughout the entire performance. Consumer complained on the night, left during the event, and there were media reports of poor sound quality.	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given	LPA found that the Member was required to provide a refund to the consumer.	LPA Member complied with the Codes
Rescheduled event (non-Member): Consumer complained that they were not offered a refund for a cinema screening that was rescheduled due to poor weather.	A Member must offer a refund if an event is rescheduled and the patron does not wish to attend	Relevant entity was not a member of LPA. LPA advised consumer to contact the state's fair trading office.	Entity was not an LPA Member

COMPLAINTS RECEIVED DURING 2016 CALENDAR YEAR

Issue	Code	Outcome	Compliance
Poor quality (non-Member): The event was advertised as providing 5 star food, entertainment and a perfect view of the evening's fireworks. Consumer complained that this was not delivered	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given	Relevant entity was not a member of LPA.	Entity was not an LPA Member

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Issue	Code	Outcome	Compliance
Error in ticket purchasing: The consumer claimed that due to a website error she was charged for 4 tickets but only bought 2		Member advised that it appeared to be a consumer error. Member agreed to provide a discretionary refund.	LPA Member complied with the Code and did more than was required
Illness: Consumer no longer able to attend the festival due to his wife's illness. The Member offered a discretionary refund for his wife's ticket, but not for the other 2 tickets the consumer purchased.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised that there was no entitlement to a refund. Discretionary refund for one ticket was provided.	LPA Member complied with the Code and did more than was required
Poor quality: Consumer claimed the quality of the sound mix meant that they could not hear any of the words the performer was saying or singing throughout the concert as the music was too overpowering. This was reported 3 times during the concert to venue staff but did not improve. Consumer stayed for entire event.	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given	Member advised that sound engineer was informed and took what action he could. Member advised that no other complaints were received. LPA found the consumer had no entitlement to a refund. Member offered complimentary tickets to another event.	LPA Member complied with the Code and did more than was required
Refund (non-Member): Consumer was expecting a refund from the event organiser that had not been processed after a lengthy waiting period.	A refund must be provided in these circumstances	Relevant entity was not a member of LPA. LPA advised consumer contact state's fair trading office.	Entity was not an LPA Member
Vendors shut (non-Member): Many food vendors at the event were shut due to bad weather	This may fall under Consumer Guarantees or the Code. In such circumstances, a refund may be given	Relevant entity was not a member of LPA. LPA advised consumer contact state's fair trading office.	Entity was not an LPA Member
Rescheduled event: Consumer was denied a refund for the rescheduled event	A Member must offer a refund if an event is rescheduled and the patron does not wish to attend	Member advised that the entity's customer service agent made an error and did not know the event was rescheduled. A refund was provided.	LPA Member resolved to rectify error and comply with the Code
Technical error: Tickets were incorrectly listed for \$0. The ticket seller contacted consumers rectifying the error and asked for consumers to indicate if they did not want to buy tickets at the correct price. After indicating to the ticket seller that they did not want tickets they were still charged. The consumer expressed discontent in the way the error occurred and was handled.	A refund must be provided in these circumstances	LPA advised consumer that Member was not required to honour the '\$0' price as it was due to a technical error, however, the Member was required to provide a refund, which was done.	LPA Member complied with the Code
Ticket resale: Consumer expressed discontent at tickets being listed for sale at a marked up price by a ticket reseller	The Codes do not restrict ticket resale	Consumer was advised that ticket resale is not illegal in most circumstances and was referred to the LPA Consumer Guide for further information.	No issue under the Codes

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Issue	Code	Outcome	Compliance
Consumer error: Consumer purchased the tickets for an event in the incorrect state and requested a refund for this error.	No requirement to provide a refund under these circumstances	Member chose to provide a discretionary refund	LPA Member complied with the Code and did more than was required
Refund (non-Member): Refund for cancellation not provided	A Member must offer a refund if an event is cancelled prior to the event	Relevant entity was not a member of LPA. LPA advised consumer contact state's fair trading office.	Entity was not an LPA Member
Interest on trust monies: The production company argued that they should have access to interest earned on ticket proceeds held 'in trust'.	The Codes do not cover this issue	LPA advised the Member that interest on ticket proceeds was not covered by the Code and was a matter of commercial arrangements between the ticketing company and the presenter.	No issue under the Codes
Ticket resale: Consumer expressed discontent at tickets being listed for sale at a marked up price by a ticket reseller following tickets in the primary market selling out quickly and being listed by the ticket reseller very soon after being sold out.	The Codes do not restrict ticket resale	Consumer was advised that ticket resale is not illegal in most circumstances and was referred to the LPA Consumer Guide for further information.	No issue under the Codes
Refund (non-Member): Refund for cancellation not provided	A Member must offer a refund if an event is cancelled prior to the event	Relevant entity was not a member of LPA. LPA advised consumer contact state's fair trading office.	Entity was not an LPA Member
Misleading advertising (non-Member): The event was advertised in such a way as to indicate that a particular artist was performing during the night, however the event was only hosted by the artist and the majority of the event consisted of acts by 8 other artists.	This may constitute misleading and deceptive conduct; if so, it is prohibited under the Australian Consumer Law	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office. LPA contacted the Member ticket seller and advised them of the conduct, who was aware of the incident and indicated that they will discuss the matter with the event organiser.	Entity was not an LPA Member
Restricted view: Consumer claimed seats purchased had a restricted view which he was not informed of prior to purchasing the tickets.	Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket	Member advised the view was not restricted. LPA requested photos from the consumers. LPA received no further correspondence.	Issue was dropped by patron
Purchase error: Consumer claimed that she tried to purchase tickets to an event, but that a website error led her to purchase tickets to the incorrect event.	No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault	Member advised it believed the consumer used the incorrect link. Member nonetheless provided a discretionary refund.	LPA Member complied with the Code and did more than was required
Delayed start time: The performance did not start until 11pm, approximately an hour after the show was scheduled to perform. The consumer claimed she left	The Code says that patrons should lodge complaints during an event at	Member advised that consumers were advised of revised times as best as possible. Consumers who approached the box office at the time were offered refunds	LPA Member complied with the Code

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Issue	Code	Outcome	Compliance
before the artist came on stage and tried to contact the Member the following day for a refund. Terms and conditions stated that show times are subject to change	the earliest possible opportunity. The Member may choose to provide a discretionary refund in such circumstances	(up to 30 minutes after artist took to the stage). LPA informed consumer that they had no entitlement to a refund as the terms and conditions allowed the change in time and there was no way of confirming that the consumer left the concert early.	
Misleading advertising (non-Member): The event was advertised in such a way as to indicate that a particular artist was performing during the night, however the event was only hosted by the artist and the majority of the event consisted of acts by 8 other artists.	This may constitute misleading and deceptive conduct; if so, it is prohibited under the Australian Consumer Law	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office. LPA contacted the Member ticket seller and advised them of the conduct, who was aware of the incident and indicated that they will discuss the matter with the event organiser.	Entity was not an LPA Member
Restricted view: Consumer complained that her premium front-row view was obstructed by a cameraman positioned directly in front of her during the performance. Although the Member offered the consumer a partial refund for the 'seat location' component of the VIP package (\$499 of \$1999), the consumer did not believe this was adequate and requested a partial refund of \$1200. All other aspects of the VIP package were provided in full.	Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket	LPA found that the consumer was not entitled to a refund of more than \$499 because no complaint was made at the time, the event was attended in full, and the consumer's view would only have been obstructed for the part of the show that the artist was on the main stage. Additionally, all aspects of the VIP package were delivered in full. Member offered an increased refund of \$599.	LPA Member complied with the Code and did more than was required
Postponed start time: Consumer requested a refund prior to the concert after it was announced that the scheduled start time would be changed from 8pm to 10pm. Consumer filed a complaint in the NSW Civil & Administrative Tribunal	A Member may provide a discretionary, full or partial refund in these circumstances	Member provided a full refund and compensation for the cost of parking before the complaint was heard in the Tribunal.	LPA Member complied with the Code
Purchase error: Consumer claimed that due to a website error they had been double charged.	No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault	Member provided a refund.	LPA Member complied with the Code
Illness: Consumer no longer able to attend the festival due to illness.	A Member is not required to provide a refund or exchange where a patron is unable to attend	Consumer was advised that she was not entitled to a refund under the Code.	LPA Member complied with the Code
Refused entrance (non-Member): Consumer complained that they were denied entry to the event because international IDs were not accepted as	Terms and conditions should make it clear in advance if there are	Relevant entity was not a member of LPA.	Entity was not an LPA Member

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Issue	Code	Outcome	Compliance
valid evidence for proof of age.	any restrictions on entry		
Tickets not delivered: Consumer did not receive their tickets that were meant to be delivered by mail and hence was unable to attend the event. The consumer tried to contact the ticketing agent prior to the event to rearrange delivery of tickets however they were not able to get through to customer service.	A refund must be provided in these circumstances	Member provided a refund.	LPA Member complied with the Code
Refund (non-Member): Refund for cancellation not provided	A Member must offer a refund if an event is cancelled prior to the event	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Purchase error: Consumer claimed that due to a website error they had been double charged.	No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault	Member provided a refund.	LPA Member complied with the Code
Purchase error: Consumer claimed that due to a website error they had been double charged.	No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault	Member provided a refund.	LPA Member complied with the Code
Consumer unable to attend: Consumer requested a discretionary refund due to an inability to attend the event which was granted by the promoter on the condition that the tickets be mailed back to the Member to process the refund. After the event the consumer complained that they never received the tickets for the event and therefore were not able to return them for a refund.	A Member is not required to provide a refund or exchange where a patron is unable to attend. A Member may offer a discretionary refund in such circumstances	The consumer was informed that they were not entitled to a refund because the initial offer of a refund was on a 'good faith' basis only and if the tickets were not received, the consumer needed to raise this with the Member prior to the event taking place	LPA Member complied with the Code
Cancelled acts (non-Member): Consumer requested a 50% refund for the cancellation of 2/4 acts that were scheduled to perform. They were not informed prior to the show that 2 acts had cancelled.	This may fall under Consumer Guarantees or the Code. A refund should be given.	The promoter was not a member of LPA. LPA contacted the ticket seller who unsuccessfully attempted to contact the promoter. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Misleading advertising: Consumer complained that the theatre seating map did not accurately reflect the seating arrangements. The consumer bought a	Patrons should raise issues affecting their enjoyment of an event during the	The Member provided a full refund.	LPA Member complied with the Code

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Issue	Code	Outcome	Compliance
<p>seat for his disabled father under the assumption that there was plenty of open space in front of the seat so that other patrons could enter/exit the row without his father having to stand to let them pass. This caused undue stress on both his father and his father's carer. The issue was raised with venue staff at interval however they were not moved.</p> <p>The screenshot of the seating map shows an open space in front of the seat purchased.</p>	<p>event wherever possible. The venue manager should make all reasonable attempts to rectify the problem.</p> <p>The seating map may also constitute misleading and deceptive conduct</p>		
<p>Rescheduled event (non-Member): Consumer was not offered a refund for the rescheduled event</p>	<p>A Member must offer a refund if an event is rescheduled and the patron does not wish to attend</p>	<p>Event organiser was not a member of LPA.</p> <p>LPA advised the consumer to contact the state's fair trading office.</p>	<p>Entity was not an LPA Member</p>
<p>Misleading advertising: Member referred a consumer complaint they received to LPA. Consumer complained that the advertising of the event implied that a live concert by the artist would take place, however the artist did not sing at the event but instead presented a 'concert art piece' with recorded music playing. Consumer attended the event and did not raise their complaint with staff during the event.</p>	<p>This may constitute misleading and deceptive conduct; if so, it is prohibited under the Australian Consumer Law</p>	<p>LPA reviewed the descriptions and found it to be confusing, but not intentionally misleading. LPA suggested the Member provide a gesture of goodwill. Member agreed to provide complimentary tickets to another event.</p>	<p>LPA Member complied with the Code and did more than was required</p>
<p>Purchase error: Consumer claimed that due to a website error they had been double charged.</p>	<p>No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault</p>	<p>Member provided a refund.</p>	<p>LPA Member complied with the Code</p>
<p>Purchase error: Consumer claimed that due to a website error she was charged for premium seats at a higher price than the seats that she selected to purchase.</p>	<p>No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault</p>	<p>Member provided a refund.</p>	<p>LPA Member complied with the Code</p>
<p>Ticket resale: An individual who listed tickets for resale (Reseller) claimed that the Secondary Ticket Platform was unfairly withholding proceeds from the sale of her tickets, because the Secondary Purchaser claimed that the tickets were invalid even though the Reseller claimed that the tickets were valid.</p>	<p>The Codes do not restrict ticket resale</p>	<p>LPA advised the consumer that the Codes do not apply to tickets sold in the secondary market.</p> <p>LPA advised the consumer to contact the state's fair trading office.</p>	<p>No issue under the Codes</p>
<p>Restricted view: Consumer complained</p>	<p>Members must</p>	<p>Patrons had made complaints to the artist</p>	<p>LPA Member</p>

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Issue	Code	Outcome	Compliance
<p>that they had purchased premium seats in the front row based on the understanding that seating arrangements for the show did not allow for dancing in front of their seats. The artist announced at the beginning of the show that people can get up and dance which resulted in people dancing in front of them and therefore they could not see the show. They complained to venue management on the night and left after the third song. The consumer was offered a discretionary partial refund, however the consumer did not believe this was adequate and requested a full refund.</p>	<p>make any viewing restrictions clear to patrons prior to the purchase of a ticket</p>	<p>the previous night that they were not allowed to get up and dance, and therefore insisted that patrons should be allowed to dance for all his following concerts. The seating arrangements for the show did indicate 'theatre' seating which would suggest that patrons would not be dancing in front of the stage. As such, LPA believed that a partial refund should be provided, however did not believe the incident should require a full refund.</p>	<p>complied with the Code</p>
<p>Rescheduled event: Consumer was not aware that the event had been rescheduled until the week preceding the event, and then their attempts to contact the ticketing agent and seek a refund before the event were unsuccessful due to lines being busy.</p>	<p>A Member must offer a refund if an event is rescheduled and the patron does not wish to attend</p>	<p>Member showed that they had in fact informed the consumer of the event change via email and mail, however the consumer did not open the email and address was no longer current as the consumer had not updated it. However, as the event had been rescheduled the consumer was still entitled to a refund. A refund was provided.</p>	<p>LPA Member resolved to rectify error and comply with the Code</p>
<p>Rescheduled event (non-Member): Consumer was not offered a refund for the rescheduled event</p>	<p>A Member must offer a refund if an event is rescheduled and the patron does not wish to attend</p>	<p>Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.</p>	<p>Entity was not an LPA Member</p>
<p>Restricted view: Consumer complained that the balcony railing obscured her child's view of the show, and that this was not disclosed prior to purchasing tickets. Consumer stayed for entire show.</p>	<p>Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket</p>	<p>LPA found that it could be reasonably expected that there would be a balcony railing that would partially obstruct the view. Member offered to refund the difference between the premium tickets purchased and a lower tier price category.</p>	<p>LPA Member complied with the Code and did more than was required</p>
<p>Misleading advertising / purchase error: Consumer claimed that they purchased tickets two rows from the front, as shown on the seating map, and were provided seats 15 rows back in error.</p>	<p>Members must disclose any seating configuration that is different to usual</p>	<p>Member claimed that the error occurred on the consumer's part, as the ticket seats purchased match the seats provided. Based on this information and review of the seating map, LPA informed the consumer that they were not entitled to a refund as the tickets purchased were in Row C which was accurately displayed in the seating map as 14 rows back from the stage.</p>	<p>LPA Member complied with the Code</p>
<p>Inaccessible ticket: Consumer claimed that they never received their tickets and were unable to print off PDF versions via their online account. The consumer tried</p>		<p>Tickets were emailed to the consumer 3 months prior to the event. LPA informed the consumer that they had sufficient time to contact the Member prior to the</p>	<p>LPA Member complied with the Code</p>

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Issue	Code	Outcome	Compliance
to contact ticketing agent over the weekend preceding the event, however they were unable to get through.		weekend to request replacement tickets and, as a result, they had no entitlement to a refund.	
Consumer unable to attend: Consumer was unable to attend the festival due to a loss in the family.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised consumer that they had no entitlement to a refund under the Codes. Member chose to provide a full discretionary refund.	LPA Member complied with the Code and did more than was required
Ticket resale: Consumer complained that the ticket she purchased from the ticket reseller was sold to multiple people and therefore she was unable to attend the event.	The Codes do not restrict or apply to tickets sold in the secondary market	LPA advised the consumer that the Codes do not apply to tickets sold in the secondary market (ticket reseller was not a member of LPA). LPA advised consumer to contact their state's fair trading office.	Not applicable
Rescheduled event: Consumer complained that the start time was moved forward by 2 hours, which made it difficult to get to the event on time and was subsequently 20 minutes late. Additionally, there were significant lines for food which eventually sold out.	A Member must offer a refund if an event is rescheduled and the patron does not wish to attend. Here, patron chose to attend.	Member made a discretionary offer of complimentary tickets to another event.	LPA Member complied with the Code and did more than was required
Long lines (non-Member): Consumer complained about delays for entering the event and for the bar, as the ticket price included a 2.5 hour drink package which was not used due to queuing in line.		Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Purchase error: Consumer claimed that due to a website error they had been double charged.	No entitlement to a refund where consumer is at fault; patron is entitled to a refund if the system is at fault	Member advised that their account showed a single charge. LPA asked the consumer to provide a bank statement but no further correspondence was received.	Patron did not provide any further evidence as requested. It is presumed the LPA Member complied with the Code
Restricted view: Consumer complained that although they were informed that their tickets purchased had a "partial view stage & surtitle", they believed the obstructed view was inadequate for the price charged. Consumer did not complain on the night and stayed for the entire event.	Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket	Member stated that there was a clear warning provided prior to purchasing tickets that they had an obstructed view. No refund was offered.	LPA Member complied with the Code
Pay-by-instalments refund: Consumer purchased tickets and opted to pay via a series of instalment payments. After signing up to purchase the tickets the consumer realised that she could not afford the total cost and requested a refund which was denied.	See comments from the Code Reviewer to the right	LPA referred the complaint to the Code Reviewer, who stated that as event tickets are considered a 'service' under the ACL rather than a 'good', they are not subject to the lay-by provisions in the ACL and therefore not automatically required to provide a refund. However, the promoter should ensure that their instalment payment option would not constitute an	LPA Member complied with the Code

Biennial Review of Ticketing Code - Report

Issue	Code	Outcome	Compliance
		unfair contract term. LPA found the consumer was not entitled to a refund.	
Illness (non-Member): Consumer no longer able to attend due to illness in the family.	A Member is not required to provide a refund or exchange where a patron is unable to attend	Event organiser was not a member of LPA.	Entity was not an LPA Member
Consumer removed from event (non-Member): Consumer complained that due to confusion amongst security and venue staff, they were asked to leave by security because they were not given wristbands by venue staff and then were not let back in by venue staff due to a lock out policy.	Members may provide a discretionary refund in these circumstances	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Consumer unable to attend: Consumer no longer able to attend due to move overseas.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised consumer that he was not entitled to a refund.	LPA Member complied with the Code
Ticket resale: Consumer complained that the tickets she purchased were at a substantially marked-up price, excessive booking fee, and poor location.	The Codes do not restrict ticket resale	Ticket reseller was not a member of LPA. LPA advised the consumer that the Codes do not apply to tickets purchased on the secondary market. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Ticket price: Consumer complained they purchased tickets that were later discounted, and requested a refund of the difference between the original and discounted price.	Patrons are not entitled to a refund where there is a subsequent change in ticket price	LPA advised the consumer that they were not entitled to a refund in this circumstance.	LPA Member complied with the Code
Rescheduled event / illness: Consumer complained that Member would not provide a refund for the rescheduled event. The consumer originally accepted the date change, and then after accepting could no longer attend due to illness.	Where a patron accepts a change of date, they waive their right to a refund A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised the consumer that they were not entitled to a refund as, by accepting the date change, they waived their right to a refund.	LPA Member complied with the Code
Event cancelled midway (non-Member): Consumer complained that the event was cancelled half way through due to a police order to close the theatre and no refund was provided.	Where an event is cancelled during the event, patrons may be entitled to a full or partial refund	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Understudy used: Due to the illness of	The use of an	Member agreed to provide discretionary	LPA Member

Biennial Review of Ticketing Code - Report

Issue	Code	Outcome	Compliance
a main performer the understudy had to read from a script for the entire show. Patrons were not informed prior to the show that this would occur. The issue was raised with venue staff on the night.	understudy must be disclosed A Member may provide a discretionary refund in these circumstances	complimentary tickets to another event	complied with the Code
Consumer unable to attend: Consumer no longer able to attend due to injury.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised the consumer that they were not entitled to a refund in this circumstance.	LPA Member complied with the Code
Event cancelled midway (non-Member): Consumer complained that the event was cancelled half way through due to a police order to close the theatre and no refund was provided.	Where an event is cancelled during the event, patrons may be entitled to a full or partial refund	Event organiser was not a member of LPA. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Ticket resale: Consumer complained that tickets sold by the ticket reseller were sold to him at an inflated price and he was not made aware of this.	The Codes do not restrict ticket resale	Ticket reseller was not a member of LPA. LPA advised the consumer that the Codes do not apply to tickets purchased on the secondary market. LPA advised the consumer to contact the state's fair trading office.	Entity was not an LPA Member
Consumer illness: Consumer no longer able to attend due to illness.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised the consumer that they were not entitled to a refund in this circumstance.	LPA Member complied with the Code
Cancellation of act: Consumer purchased a multi-day ticket to the event and requested a refund following the cancellation of a headline festival act which was denied by the event organiser.	Under the Code, a Member is not required to provide a refund where acts appearing at a festival change	Consumer was informed that in accordance with the Code he was not entitled to a refund in this circumstance, as there are many acts as part of a festival and therefore the cancellation of one act over multiple days not entitle consumers to a refund.	LPA Member complied with the Code
Consumer no longer able to attend.	A Member is not required to provide a refund or exchange where a patron is unable to attend	LPA advised the consumer that they were not entitled to a refund in this circumstance.	LPA Member complied with the Code
Restricted view: Consumer complained that a sound box was blocking their view of the performance and that they were not informed of this prior to purchasing tickets.	Members must make any viewing restrictions clear to patrons prior to the purchase of a ticket	Member requested that the consumer provide their seat numbers to allow the Member to investigate. The consumer did not provide that information. No further action.	Patron did not pursue the matter. It is presumed the LPA Member complied with the Code

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ANNEXURE A – RESPONDING ENTITIES

This is the full list of Members who provided a response to the Survey, and includes respondents whose answers were disregarded because the response was incomplete.

A List Entertainment	Dendy Cinemas
ACMN	DRW Entertainment
Adelaide Festival	Enda Markey Presents
Adelaide Festival Centre Trust	Ensemble Theatre
Adelaide Fringe	Festival Hall
AEG Ogden	Frontier Touring Company
AEG Ogden (Sydney Arena) P/L	Future Classic
AEG Ogden - Perth Arena	Geelong Performing Arts Centre
Albury Entertainment Centre	Hayden Attractions Pty Ltd
Andrew Kay & Associates Pty Ltd	ICC Sydney
Arts Centre Melbourne	ILBIJERRI Theatre Company
Arts Projects Australia	Imagination Workshop Pty Ltd t/a Interactive Theatre International)
Australian Brandenburg Orchestra	In The Pipeline (Arts) Pty Ltd
Australian Chamber Orchestra	Live Nation Australia
Australian Dance Theatre	Lunchbox Theatrical Productions
Australian Festival of Chamber Music	Mad Heckler
Australian Shakespeare Company	Maggie Gerrand Presents
Australian Theatre for Young People	Major Brisbane Festivals Pty Ltd
Australian World Orchestra	Malcolm C Cooke and Associates Pty. Ltd.
AWESOME Arts Australia Ltd.	Malthouse Theatre
Bangarra Dance Theatre	Marriner Group
Barking Gecko Theatre Company	McManus Pty Ltd
Brisbane Convention & Exhibition Centre	Melbourne & Olympic Parks
Bell Shakespeare	Melbourne Fringe
Belvoir	Melbourne International Comedy Festival
Billions Australia	Melbourne International Festival of the Arts
Brink Productions	Melbourne Recital Centre
Brisbane Entertainment Centre	Melbourne Symphony Orchestra
Brisbane Powerhouse	Melbourne Theatre Company
Broadcasting and Recorded Entertainment	Merrigong Theatre Company
Bunbury Regional Theatre Inc.	Metro Cinemas Boronia
Canberra Symphony Orchestra	Michael Cassel Group
Canberra Theatre Centre	Mona, Museum of Old and New Art
Capital Venues and Events	Monkey Baa Theatre For Young People
Carriageworks	Moshtix
CDP Theatre Producers	Newcastle City Council
Chinatown Cinema Corporation Pty Ltd	Newcastle Entertainment Centre
Chugg Entertainment Pty Ltd	Niche Productions
Chunky Move	Oktoberfest Brisbane
Circus Australia	Opera Queensland
City Recital Hall	PACT centre for emerging artists
Civic Theatre Newcastle- Newcastle City Council	Patch Theatre Company
Crown Resorts	Penrith Performing and Visual Arts Ltd
Dancenorth	Perth Theatre Trust
Darwin Festival	Phillip Adams BalletLab
Darwin Entertainment Centre	Playbill

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Queensland Ballet
Queensland Music Festival
Queensland Performing Arts Centre
Queensland Symphony Orchestra
Queensland Theatre Company
Regal Theatre
Riverside Theatres
Rockcity Event Marketing Pty Ltd
Rokitz Entertainment
Seven West Media
Snuff Puppets
Spare Parts Puppet Theatre
State Opera of South Australia
Sydney International Piano Competition of Australia
Sydney Opera House Trust
Sydney Theatre Company
TEG Dainty
TEG Live
Ten Days on the Island
Terrapin Puppet Theatre
The Ambassador Theatre Group Asia Pacific Pty Ltd
The Australian Ballet
The Gordon Frost Organisation Pty Ltd
The Hayden Orpheum Picture Palace
The Music House
The Performance Space
The Production Company (Aust.) Limited
The Star
The Ticket Goup
Theatre North Inc
Theatre Royal Management Board
Theatre Works
Ticketek
Ticketmaster
Tickets Pty Ltd
Van Egmond Enterprises Pty. Ltd
Victoria Opera
WA VENUES & EVENTS PTY LTD
West Australian Ballet
West Australian Opera
World Vision Australia

A further 4 respondents completed the Survey but did not leave the name of their Member organisation.

ANNEXURE B – SURVEY QUESTIONS

PART 1 - GENERAL INFORMATION

2. Please select the categories below which apply to your organisation (select all that are applicable):
- Ticketing service provider
 - Commercial venue
 - Government owned venue
 - Promoter
 - Performing arts company
 - Commercial or independent producer
 - Self Ticketing Festival
 - Festival
 - Other (please specify)
3. Please describe the size of your organisation, by number of core staff (being your usual staff headcount, not including additional staff engaged for specific events).
- 1 – 5
 - 5 – 10
 - 10 – 20
 - 20 – 50
 - 50 – 100
 - 100 – 250
 - 250+
4. Please provide the name of the LPA member organisation that you represent.
- Name
 - Position
 - Email
 - Phone
5. Please provide your name and/or position and contact details:
6. Is your organisation interested in having staff attend seminars hosted by LPA on any of the following? (please select all that are of interest)
- Obligations under the Industry Code
 - Obligations under the Consumer Code
 - Obligations with respect to complaints and dispute resolution
 - Consumer laws regarding advertising
 - Consumer laws regarding pricing
 - Consequences of cancellation of events in general
 - Obligations with respect to advance ticket monies
 - Secondary ticket market and resale issues
 - Other (please specify)

PART 2 - COMPLIANCE WITH THE INDUSTRY CODE AND THE CONSUMER CODE

7. It is a requirement that LPA members should, as far as practicable, make consumers aware of the existence and application of the Consumer Code. How do you make consumers aware of the Consumer Code? (select all that are applicable)
- None - our organisation does not make consumers aware of the Consumer Code
 - Providing a copy of the Consumer Code on your organisation's website
 - Providing copies of the Consumer Code at your venue
 - Advising consumers of the Consumer Code when they purchase a ticket
 - Referring consumers to the Consumer Code when they make a complaint
 - Referring to the Consumer Code in the Terms and Conditions of purchase
 - Providing details of the Consumer Code on tickets

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- Providing links to the Consumer Code in promotional material
 - Don't know
 - Other (please specify)
8. What steps does your organisation take to ensure that staff (including employees and subcontractors) are aware of, and comply with, the Codes (select all that are applicable):
- None - our organisation does not take steps to ensure staff comply with the Codes
 - Advising all new staff to read the Codes
 - Providing a copy of the Codes to new staff or directing them on where to find copies
 - Providing training to staff about the Codes **monthly**
 - Providing training to staff about the Codes **every six months**
 - Providing training to staff about the Codes **every year**
 - Providing training to staff about the Codes **during induction of new staff**
 - Displaying relevant portions of the Codes in staff areas
 - Ensuring that copies of the Codes are available on your website
 - Ensuring that internal policies comply with the Codes
 - Don't know
 - Other (please specify)
9. The latest edition of the Codes (the Sixth Edition) came into effect on 1 January 2016. Has your organisation updated its communication materials (both internal for staff and external for the public) referencing the Sixth Edition of the Codes?
- Yes, for both staff and the public
 - Yes, but for staff only
 - Yes, but for the public only
 - No
 - Don't know
10. When your organisation enters into a commercial arrangement for an event with another organisation that is not a member of LPA, do you ensure that the other organisation complies with the provisions of the Codes?
- My organisation never partners with an organisation that is not a member of LPA
 - Yes - Always
 - No – never
 - Sometimes
 - Don't know
11. How do you ensure the other organisation complies with the provisions of the Codes? (select all that are applicable)
- Include the requirement in a contract
 - Ask the other organisation verbally
 - Set out the requirements in writing (such as via a letter or email)
 - Other (please specify)

PART 3 - COMPLAINTS & DISPUTES

12. Does your organisation maintain a register of consumer complaints and disputes?
- Yes
 - No
 - Don't know
13. Does your organisation have a formal procedure to deal with consumer complaints and disputes?
- Yes
 - No
 - Don't know
14. Is your consumer complaints and resolution procedure publically available?
- Yes

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- No
 - Don't know
15. Does your organisation's consumer complaint and dispute resolution procedure:
- (a) Include information on how consumers may make complaints or initiate disputes?
 - Yes
 - No
 - Don't know
 - (b) Include information on the procedure for handling complaints and/or disputes?
 - Yes
 - No
 - Don't know
 - (c) Tell consumers the position of the person within your organisation who will handle the complaints and/or disputes?
 - Yes
 - No
 - Don't know
 - (d) Set out estimated time frames for the handling of complaints and/or disputes?
 - Yes
 - No
 - Don't know
 - (e) Require a written response to be provided to a written complaint and/or dispute?
 - Yes
 - No
 - Don't know
16. The Industry Code requires LPA members to take reasonable steps to ensure their staff are aware of their consumer complaints and disputes procedure and the 'LPA Complaints Handling and Dispute Resolution Policy'. How does your organisation ensure staff are aware of its dispute resolution procedure?
- By advising all new staff to read the procedure and policy
 - By providing a copy of the procedure and policy to new staff or directing them on where to find copies
 - By providing training to staff about the procedure and policy monthly
 - By providing training to staff about the procedure and policy every six months
 - By providing training to staff about the procedure and policy every year
 - By providing training to staff about the procedure and policy during induction of new staff
 - By displaying relevant portions of the procedure and policy in staff areas
 - By ensuring that internal policies comply with the procedure and policy
 - I'm not aware of steps our organisation takes to ensure staff are aware of our procedure and policy
 - Other (please specify)
17. In your opinion, has your organisation devoted adequate internal resources to respond to complaints and resolve disputes in a timely manner?
- Yes
 - No
18. Did your organisation receive any ticketing complaints from consumers between 1 January 2015 and 31 December 2016?
- Yes
 - No
 - Don't know
19. How many ticketing complaints did your organisation receive from consumers in 2015 (calendar year)?
- No complaints
 - 1 – 2 complaints
 - 3 – 5 complaints

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- 6 – 10 complaints
 - 11 – 20 complaints
 - 21 – 40 complaints
 - More than 40 complaints
20. How many ticketing complaints did your organisation receive from consumers in 2016 (calendar year)?
- No complaints
 - 1 – 2 complaints
 - 3 – 5 complaints
 - 6 – 10 complaints
 - 11 – 20 complaints
 - 21 – 40 complaints
 - More than 40 complaints
21. Do you believe that your organisation made every effort to reach a swift settlement of all complaints it received between 1 January 2015 and 31 December 2016 in a polite, courteous and objective manner?
- Always
 - Mostly
 - Sometimes
 - Never
 - Doesn't apply - my organisation did not receive any complaints
22. Were the complaints your organisation received between 1 January 2015 and 31 December 2016 resolved?
- Yes – all complaints were resolved
 - No – none of the complaints were resolved
 - The vast majority of complaints were resolved but a small proportion remain unresolved
 - A small proportion were resolved but the vast majority remain unresolved
23. Were unresolved complaints reported to LPA?
- Yes – every unresolved complaint was reported (either by us or the consumer)
 - No – unresolved complaints were not reported (either by us or the consumer)
 - Some of the unresolved complaints were reported (either by us or the consumer)
24. Please provide us with any additional comments you might have in respect of complaints and disputes relating to the Industry Code and the Consumer Code.

PART 4 - TICKET TERMS & CONDITIONS OF SALE AND ENTRY

25. How does your organisation ensure that consumers are aware of, and agree to, the Terms & Conditions of sale and entry for events? (select all that are appropriate)
- Online: consumers must confirm the Terms & Conditions online before purchasing a ticket
 - Telephone: consumers are advised of important terms on the telephone before purchase and are provided detailed terms on request
 - In person: the Terms & Conditions are prominently displayed at the sale counter and consumers must indicate their agreement before purchase
 - Summary: a summary of the Terms & Conditions is provided at the time of purchase
 - None: I am not aware of any steps our organisation takes to ensure consumers are aware of the Terms & Conditions
 - None: it is not a condition of the purchase of a ticket that consumers agree with our organisation's Terms & Conditions for our events
 - None: my organisation does not have its own terms & conditions for sale and entry to its events
 - Other (please specify)
26. Do you include any of the following terms in your Terms & Conditions (select all that are applicable):
- Tickets are non-transferable
 - Tickets cannot be on-sold above their face value

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- Tickets can only be on-sold with permission
- Tickets on-sold in contravention of the Terms & Conditions may be cancelled
- Purchasers of tickets on-sold in contravention of the Terms & Conditions may be refused entry
- Not applicable – my organisation did not sell tickets between 1 January 2015 and 31 December 2016

27. Please provide us with any additional comments you might have in respect of Terms & Conditions.

PART 5 - CONSUMER LAW AND PRICING

28. Does your organisation use the statement 'No Refunds or Exchange' without stating that there are circumstances under the Australian Consumer Law and LPA Consumer Code in which consumers are entitled to a refund?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

29. Do you include broad exclusions of liability in your Terms & Conditions without reference to consumer guarantees under the Australian Consumer Law (such as: 'You will not be entitled to a refund under any circumstances' or 'We are not liable for any damage or loss incurred by you attending the event')?

- Yes
- No
- Don't know
- Doesn't apply

30. When displaying ticket prices for events, does your organisation display the single price that includes all mandatory charges the Consumer must pay to acquire that ticket (in other words, the total price payable to buy a ticket including any calculable fees that apply per ticket) upfront?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

31. Does your organisation ever use the phrase 'Additional fees and charges may/will apply'?

- Yes – Always
- No – Never
- Sometimes – only where the additional fees do not apply to all ticket purchases or where they cannot be calculated at the time
- Don't know
- Doesn't apply

32. Does your organisation advertise a headline ticket price at the start of an online purchasing process and then add fees and charges during the course of a transaction that are not declared upfront?

- Yes – Always
- No – Never
- Sometimes
- Don't know
- Doesn't apply

PART 6 - REFUND ENTITLEMENTS

33. Between 1 January 2015 and 31 December 2016, were any of your organisation's events cancelled, rescheduled or significantly re-located such that the nature of the experience and/or the geographic location of the event were fundamentally altered by a change of venue?

- Yes

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- No
- Doesn't apply to my organisation

34. Between 1 January 2015 and 31 December 2016, when an event was cancelled, rescheduled or relocated did your organisation:
- (a) Advise consumers as soon as practicable?
- Yes - always
 - No - never
 - Sometimes
 - Doesn't apply
- (b) For events rescheduled or relocated, make reasonable endeavours to ensure that a consumer was entitled to seating in a similar location at the new event?
- Yes - always
 - No - never
 - Sometimes
 - Doesn't apply
- (c) If an event was cancelled, or a consumer did not wish to attend the rescheduled or re-located event, did your organisation ensure that consumers received a full refund of the ticket price and other industry imposed ticket charges?
- Yes - always
 - No - never
 - Sometimes
 - Doesn't apply
35. When an event was cancelled, re-scheduled or relocated, on average how many consumers claimed additional expenses such as travel or accommodation bookings?
- 0
 - 1 – 5
 - 6 – 20
 - More than 20
36. Between 1 January 2015 and 31 December 2016 was your organisation involved in a cancelled event in which consumer monies were not available to meet refund obligations?
- Our organisation was involved in cancelled events for which consumer monies were available to meet refund obligations
 - Unfortunately our organisation was involved in a cancelled event and consumer monies were not available to meet refund obligations
 - Don't know
 - Doesn't apply
37. Please provide us with any additional comments you might have in respect of the provision of refunds in accordance with the Codes.

PART 7 - CANCELLATIONS AND RE-SCHEDULING DURING AN EVENT

38. In some cases an event is cancelled due to unforeseen circumstances that arise during the event. Did any such cancellations occur between 1 January 2015 and 31 December 2016?
- Yes
 - No
 - Doesn't apply to my organisation
39. If an event was cancelled during the event did your organisation provide a refund in respect of these events?
- Yes – always a full refund
 - Yes – always a partial refund
 - Yes – we provided a full refund for some events and a partial refund for others
 - No – never

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Sometimes – we provided a full/partial refund for some events and didn't provide a refund for other events

40. Did your organisation have difficulty in determining whether to provide a full refund or a partial refund for the event(s) cancelled due to unforeseen circumstances that arose during the event?

Yes - always

No – never

Sometimes

Doesn't apply to my organisation

41. Please provide us with any additional comments you might have in respect of cancelling and rescheduling events in accordance with the Industry Code and the Consumer Code.

PART 8 - DISCRETIONARY REFUNDS

42. In some circumstances discretionary refunds may be offered where an incident which is out of the control of the consumer fundamentally effects the consumer's enjoyment of the event (e.g. technical failure). Did your organisation receive any such complaints between 1 January 2015 and 31 December 2016?

Yes

No

Don't know

43. In respect of those sort of complaints received between 1 January 2015 and 31 December 2016, did your organisation:

Allow complaints to be lodged outside the recommended five working days set out in the Consumer Code?

Yes - always

No - never

Sometimes

Doesn't apply to my organisation

Exercise its discretion to allow a consumer to attend another performance of the same or different event if it was not able to rectify the issue(s) giving rise to the complaint?

Yes - always

No - never

Sometimes

Doesn't apply to my organisation

Exercise its discretion to issue a refund if it was not able to rectify the issues giving rise to the complaint?

Yes - always

No - never

Sometimes

Doesn't apply to my organisation

44. When issuing discretionary refunds between 1 January 2015 and 31 December 2016, did your organisation refund the entire cost of the ticket including all fees and charges?

Yes - always

No – never

Sometimes

Doesn't apply to my organisation

45. Please provide us with any additional comments you might have in respect of providing discretionary refunds under the Industry Code and the Consumer Code.

PART 9 - MONIES RECEIVED FROM CONSUMERS IN ADVANCE OF EVENTS

46. Between 1 January 2015 and 31 December 2016, did the agreements that your organisation entered into for an event ensure that the parties complied with the obligations under the Industry Code with respect to ticket proceeds received in advance of an event ('advance ticket monies')?

Yes - always

No – never

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- Sometimes
 - My organisation self-tickets and does not enter into such agreements
 - Not applicable - my organisation is not involved with the sale of tickets
 - Don't know
47. As an organisation that self-tickets, are the advance ticket monies received for your events deposited into accounts opened for the sole purpose of holding such advance ticket monies as soon as practicable after their receipt ("advance ticket money account")?
- Yes - always
 - No – never
 - Sometimes
 - Don't know
48. Between 1 January 2015 and 31 December 2016, were monies other than advance ticket monies ever deposited into the advance ticket money account?
- Yes – including monies that were not collected as part of ticket transactions
 - Yes – only monies collected as part of the ticket transaction (for example: donations, pre-payment of a souvenir program, or parking fees)
 - No – never
 - Don't know
49. Between 1 January 2015 and 31 December 2016, did your organisation have clear policies and procedures regarding:
- (a) The types of deposits which are permitted in the advance ticket money account?
- Yes
 - No
 - Don't know
- (b) How and when transfers of those deposits out of the advance ticket money account would be performed?
- Yes
 - No
 - Don't know
- (c) How regularly reconciliations for the advance ticket money account would be performed?
- Yes
 - No
 - Don't know
50. Do the agreements that your organisation enters into require advance ticket monies to be deposited into accounts opened for the sole purpose of holding such advance ticket monies as soon as practicable after their receipt ("advance ticket money account")?
- Yes - always
 - No – never
 - Sometimes
 - Don't know
51. Between 1 January 2015 and 31 December 2016, were the advance ticket money accounts your organisation is a party to operated by:
- (a) The ticketing service provider
- Always
 - Sometimes
 - Never
 - Doesn't apply
 - Don't know
- (b) The venue

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- Always
 - Sometimes
 - Never
 - Doesn't apply
 - Don't know
- (c) The presenter (promoter/producer)
- Always
 - Sometimes
 - Never
 - Doesn't apply
 - Don't know
- (d) Jointly by two or more of the above
- Always
 - Sometimes
 - Never
 - Doesn't apply
 - Don't know
52. Between 1 January 2015 and 31 December 2016, did you ensure that advance ticket monies would be held on trust for the consumer until after the event is held?
- Yes - always
 - No – never
 - Sometimes
 - Doesn't apply - the ticketing service provider always held advance ticket monies
 - Don't know
53. Between 1 January 2015 and 31 December 2016, were monies other than advance ticket monies ever deposited into the advance ticket money account?
- Yes – including monies that were not collected as part of ticket transactions
 - Yes – only monies collected as part of the ticket transaction (for example: donations, pre-payment of a souvenir program, or parking fees)
 - No – never
 - Don't know
 - Doesn't apply - the ticketing service provider always held advance ticket monies
54. Between 1 January 2015 and 31 December 2016, did your organisation have clear policies and procedures regarding:
- (a) The types of deposits which are permitted in the advance ticket money account?
- Yes
 - No
 - Don't know
 - Doesn't apply
- (b) How and when transfers of those deposits out of the advance ticket money account would be performed?
- Yes
 - No
 - Don't know
 - Doesn't apply
- (c) How regularly reconciliations for the advance ticket money account would be performed?
- Yes
 - No
 - Don't know
 - Doesn't apply

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55. Between 1 January 2015 and 31 December 2016, was it your experience that the venue, presenter (promoter/producer), and/or ticketing service provider could request an audit or other form of legally binding assurance to verify that amounts in the advance ticket money account matched the advance monies liability on the venue or ticketing service provider's ledger?
- Yes – always
 - No – never
 - Sometimes
 - Don't know
 - Not applicable – there were no requests for an audit or other legally binding assurance
56. If ticket proceeds were held by the ticketing service provider, did the relevant Agreement provide that ticket proceeds were to be paid to the venue and the presenter (promoter/producer) only after the event?
- Yes - always
 - No – never
 - Sometimes
 - A ticketing service provider did not hold any advance ticket monies for my organisation
57. Between 1 January 2015 and 31 December 2016, were advance ticket monies ever provided before an event to a venue or presenter (promoter/producer):
- (a) That provided a guarantee to the ticketing service provider from a bona fide financial institution in a form sufficient to secure an amount equal to those ticket proceeds?
 - Yes
 - No
 - (b) That agreed to immediately satisfy all refund obligations and is an LPA member that is in receipt of triennial Government funding?
 - Yes
 - No
 - (c) That is a Government venue and has an explicit guarantee that the Government will cover any consumer refund if required?
 - Yes
 - No
 - (d) That otherwise agreed to, and demonstrated the ability to, immediately satisfy all refund obligations?
 - Yes
 - No
 - (e) In any other circumstance?
 - Yes
 - No
58. Between 1 January 2015 and 31 December 2016, was there an agreement that ticket proceeds would be advanced to the presenter (producer/promoter) or venue on the condition that an amount equal to the refund obligations would be returned to the ticketing service provider to refund consumers if required?
- Yes - always
 - No – never
 - Sometimes
 - Doesn't apply - the ticketing service provider always held advance ticket monies
59. Between 1 January 2015 and 31 December 2016 did your organisation experience disputes or difficulties with other organisations due to the treatment of advance consumer monies?
- Often
 - Sometimes
 - Never
 - Don't know

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60. Between 1 January 2015 and 31 December 2016, did your organisation have an investment policy in place which set out how advance ticket monies were to be invested?
- Yes
 - No
 - My organisation does not collect or hold advance ticket monies
 - Don't know
61. Is the investment policy made available on request to other stakeholders for an event?
- Yes - always
 - No – never
 - Sometimes
 - Don't know
62. Does your organisation hold advance ticket monies in accounts other than basic deposit accounts (such as a savings account or interest bearing account, or term deposit)?
- No – my organisation always held advance ticket monies in basic deposit accounts
 - Yes – my organisation sometimes holds advance ticket monies in other accounts
 - Yes – my organisation always holds advance ticket monies in other accounts
 - Don't know
63. Please provide us with any additional comments you might have in respect of dealing with advance ticket monies under the Industry Code and the Consumer Code.

PART 10 - ADDITIONAL COMMENTS

64. Please provide us with any additional comments you might have in respect of the Industry Code and/or the Consumer Code.
65. For internal purposes, kindly advise how long it took to complete this survey:

THANK YOU FOR COMPLETING THE SURVEY