



Code of Practice  
for Event Ticketing  
in Australia

SCOPE

This Code applies to the Australian Entertainment Industry.

APPLICATION

The Code applies to the promotion, ticket sales and refunds, and staging of events where an entry charge is made, including entertainment and sporting events.

OBJECTIVES

The objectives of the Code are:

- to encourage 'best practice' within the event industry;
- to maintain fair standards when providing a service to the public;
- to ensure acceptance and consistency in compliance with these fair standards;
- to provide guidelines on fair resolution of complaints; and
- to provide prospective Ticket Holders with an understanding of the service standards to expect, and how to deal with problems.

The Code applies to the purchase of tickets directly from a Venue or its authorised Ticketing Service, known throughout the Code as Ticketing Service.

Ticketing Agent and Venues will display the Code, or advise a prospective Ticket Holder where they can obtain a copy of the Code if requested, e.g. leaflet or sign saying Code is available on request, or via Internet sources – www.[yourcompany]. All organisations will endeavour to include the Code on their web sites.



DEFINITION OF TERMS

**Presenter**

Presenter means the party who presents the event, and includes a promoter or producer or venue as the case may be.

**Ticket Holder**

A party or person who has either purchased or otherwise legitimately holds a ticket for an event.

**Ticket or Seat**

In relation to a Ticket Holder, the right of admission to a given event and, in the case of a seat, means the right to be admitted to a designated area or a seat in a designated seating area.

**Venue**

The owner, proprietor or manager of a venue, place or location where any event is held.

**Ticketing Agent**

Ticketing Agent (also known as Ticketing Service) is a party who or which provides goods and services relating to ticketing and ticket sales for events to Presenters and/or Venues.

THE CODE

1. Advertising and promotion material shall give details of:

- a) main event/main attraction/ performer(s);

**NOTE**  
*For example, Clause 1(a) is not intended to guarantee that a particular performer will appear in a theatrical or musical show. Prospective Ticket Holders, however, should be made aware that it is the practice to use understudies where the principal performer is unavailable —see Clause 3a.*

- b) support attraction(s)/performer(s), when known;

**NOTE**  
*With contemporary concerts ticketed well in advance, support acts may not have been finalised at the time of booking, and more than one support can be used at different times during a series of events. Prospective Ticket Holders, however, should be made aware of the identity of the support attractions, where known, or if it is not known, where Prospective Ticket Holders can obtain the information prior to the event —see Clause 3a. Prospective Ticket Holders should also be made aware if the Presenter reserves the right to change the support attraction without specifically notifying the Ticket Holder —see Clause 3a.*

- c) Venue(s);

**NOTE**  
*Where the normal configuration of the Venue is significantly varied for a particular event, the configuration to be used should be disclosed in promotion material, eg. change from a stage facing the audience to "in the round".*

- d) scheduled date(s);

- e) Ticketing Agent including advance booking facilities;
- f) limitations, restrictions, or special conditions, if any, on ticket sales; and
- g) If any ticket price information is given, it must include any other additional fees that will apply.

**NOTE**

*Care should be taken not to misrepresent the nature, scale or quality of an event by including, omitting or failing to qualify information in video advertising or other marketing material. Such misrepresentation could be in breach of the law.*

**2. Advance booking arrangements shall seek to maximise fair access to tickets for a prospective Ticket Holder by:**

- (a) providing adequate booking facilities, and
- (b) making as much information available as possible at the time about the number and type of events that will occur;
- (c) disclosing as much information as possible about the particular seats or area for a given event, which the prospective Ticket Holder may purchase.

**3. Venue box offices shall prominently display/make available information about:**

- a) event details, when known, including:
  - main event/attraction/ performer(s) (see Clause 1a);
  - if applicable, that it is intended that understudies be used where the principal performer is unavailable (see Clause 1a);
  - if applicable, support attractions where known or, if not known, where prospective Ticket Holders can obtain the information prior to the event (see Clause 1b);
  - if applicable, that the Presenter reserves the right to change the support attraction without specifically notifying the Ticket Holder;
  - commencement times; and
  - anticipated duration of event if it is likely to differ substantially from expected norms for that type of event.
- b) any specific conditions of entry for each event;
- c) limitations, restrictions, or special conditions, if any, on ticket sales;
- d) ticket prices (see Clause 1g) and any additional charges; and

- e) refund or exchange policy as set out in Clauses 7 and 8.

**NOTE**

*Display of the Code would fulfil the obligation in Clause 3(e), provided a reference is made in signs or on tickets which states the Venue/Presenter's general refund or exchange policy. Refunds and exchanges will be available in accordance with the Fair Trading Legislation and the additional rights under the Code of Practice for Event Ticketing. Unqualified statements such as "No refunds or exchange" should not be used, as they are misleading.*

**4. Ticketing Agent, other than Venue box offices, shall have available information about:**

- a) event details as in 3a, unless such information has been provided in all advertising and promotion material;
- b) items as outlined in 3 b, c and d;
- c) refund or exchange conditions set out in Clauses 7 and 8; and
- d) service charges additional to the price of a ticket.

**5. Telephone booking centres and on-line services, prior to a prospective Ticket Holder purchasing the ticket, shall give information about:**

- a) the price of the ticket, and all charges additional to the price of a ticket; and
- b) the general location of allocated seating or the specific location, if technically possible.

**6. Money paid in advance of the date of the event:**

Money received for advance ticket sales must be deposited in a secure and segregated bank account or trust fund in the names of the Presenter and/or Venue operator and/or Ticketing Agent, for and on behalf of the Presenter until the event has been staged and presented. This is to ensure that the funds from ticket sales will be available either for payment to the Presenter or the Venue (as the case may be), after the completion of each event for which the tickets have been purchased by Ticket Holders, or to enable ticket refunds to be made should this be required (see Clauses 7 and 8, and Complaints Procedures page 7). This practice may not necessarily apply to subsidised companies which are in receipt of government funding from one or more government sources.

- 7. The Presenter must ensure that a Ticket Holder shall be entitled to entry in a similar location at a re-scheduled event. If an event is cancelled or abandoned by the Presenter, and if the Ticket Holder is unable to attend the re-scheduled event, or if the event is not re-scheduled, the Presenter must ensure that the Ticket Holder receives a full refund of the ticket price and other ticket charges.

8. If a Ticket Holder reports a problem for which they feel they have grounds for complaint, other than those specified in this Code, and has reported the problem to the Venue before the completion of the event, the Presenter must take all reasonable steps to determine whether the Ticket Holder is entitled to an exchange option or refund. Where a substitute seat is found that is satisfactory to the Ticket Holder, no refund will be available, and if an exchange option to another performance of the same event, or a refund is to be made, the Ticket Holder has no right to attend the remaining portion of the event for which the exchange or refund has been made.

At all times, original ticket and proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.

**NOTE**  
*This Clause does not restrict individual Venues or Presenters from having a more liberal refund/exchange policy, nor does it restrict an individual's rights under the Trade Practices Act.*

9. A Presenter will not be required to provide an exchange option or refund where the Ticket Holder is unable or chooses not to attend the event, or where the Ticket Holder has been refused entry or evicted from the premises in any of the circumstances outlined in Clause 11.
10. Where a Ticket Holder applies for a refund only on the ground that an event does not meet his or her expectations, the Presenter will not be required to make a refund. The Presenter acknowledges that a Ticket Holder has access to remedies under any relevant Trade Practices or Fair Trading Laws, in the event of any false, misleading or deceptive representation.
11. The circumstances in which Presenters and Venues may refuse entry or evict a Ticket Holder from the Venue include, but are not limited to, any of the following circumstances:
- a) where a Ticket Holder cannot produce a valid ticket;
  - b) where a Ticket Holder produces a ticket that has been purchased or obtained through an unauthorised source, or where the ticket has been obtained by other illegal means;

**NOTE**  
*A Ticket Holder should ensure the validity of their ticket by purchasing tickets only from authorised Ticketing Agent. If tickets are reported lost or stolen, they can usually be replaced by the Ticketing Agent for reserved seats, on the condition that the replacement tickets may become invalid if the person claiming to have lost their ticket is undertaking a deception or fraud. However, not all tickets can be traced and a Ticket Holder must safeguard tickets purchased in advance.*

- c) where a Ticket Holder has in his or her possession or refuses to surrender any prohibited object or article that is not permitted to be brought into or used in that Venue;

**NOTE**  
*For example, the use of photographic or recording equipment, and other items such as food and alcohol, may be prohibited.*

- d) where a Ticket Holder refuses to undergo a physical search or a search of their possessions or refuses to surrender the object or article into the safe-keeping of the Venue until after the conclusion of the event, and where the conditions of entry state that a search may be required;

**NOTE**  
*The following words should be used to ensure that a Ticket Holder is aware that a search may be required:*

*"It may be a condition of entry to individual events that a search of person and possessions will be required at the time of entry to the Venue. If concerned, please consult the Venue."*

- displayed at the point of sale; and/or
- on the tickets; and/or
- on paperwork sent out with tickets; and/or
- on the recorded telephone message when prospective Ticket Holders make telephone purchase of tickets.

- e) where a Ticket Holder is behaving in a manner which may cause property damage or that threatens the safety of performers, other Ticket Holders, or any other persons;
- f) where a Ticket Holder is behaving in a manner that reasonably interferes with other Ticket Holders' enjoyment of the event; and
- g) where a Ticket Holder refuses to remain in the area or seat designated on their ticket.

12. Presenters and Venues reserve the right to refuse admission to a Ticket Holder who arrives late to a Venue or a part of the Venue, and may not be located in the designated seat or area, until there is a suitable break or at interval.
13. Ticketing Agent, Venues and Presenters will, where possible, include the following on the back of tickets:

*"For information regarding ticket complaints, ask [...the Ticketing Service....] for the Code of Practice for Event Ticketing."*

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**COMPLAINTS PROCEDURES**

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A Ticket Holder who considers that the Code has not been observed, or who has a complaint that the Code has not been observed, may do any one of the following:

1. **Prior to the event:** If the complaint occurs **prior to the event**, the Ticket Holder should report the complaint to the Ticketing Agent.
2. **At the time of the event:** If the complaint occurs **at the time of the event**, the Ticket Holder must lodge a complaint with the Venue, which must then ensure that the complaint is reported to the appropriate party so that the complaint is addressed.
3. **Subsequent to the event:** If the complaint occurs **subsequent to the event**, the Ticket Holder must contact the Venue who must assist and advise the Ticket Holder to whom they should report the complaint to have it addressed.

In the event that the Ticket Holder's complaint is unable to be resolved, the Presenter should refer the Ticket Holder to the **Office of Fair Trading or any Small Claims Tribunal**.

Organisations should develop internal mechanisms based on the **Australian Standard on Complaints Handling AS4269** to resolve complaints from the public.

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#### REVIEW

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This Code will be monitored and reviewed by the AEIA every two years, in conjunction with the Ticketing Committee, and the results made public by the AEIA.

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#### CODE SPONSORS

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This Code was facilitated and produced by the **Australian Entertainment Industry Association (AEIA)**. The AEIA's Australia-wide membership includes employers in commercial and subsidised organisations, covering all aspects of the industry including theatre, opera, ballet, dance, festivals, colleges, rock and roll, multi-purpose and sporting venues, hirers, casinos, orchestras, comedy and variety, ticketing, events, promotion, production, cinema exhibition, crewing, sound and lighting, service supply, contracting, and exhibition.

- AEIA members and Executive Council, and the AEIA Ticketing Working Party** comprising ticketing companies, venues, cinemas, presenters, and suppliers.



In the process, the following were consulted:

- Australia Council**
- Australian Competition and Consumer Commission (ACCC)**
- Australasian Performing Arts Centres Association (APACA)**

- Confederation of Australasian Performing Arts Presenters**
- Consumer Affairs Division, Treasury**
- Ministerial Council on Consumer Affairs**
- NSW Department of Fair Trading**
- Venue Management Association (VMA)**



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