



## Live Performance Australia Ticketing Code of Practice

Consumer Code

Fifth Edition - Effective 1 February 2012

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### APPENDIX: DEFINITIONS

## **A: THE LIVE PERFORMANCE AUSTRALIA (LPA) TICKETING CODE: BACKGROUND AND PURPOSE**

### **1. WHAT IS THE LPA TICKETING CODE?**

The Live Performance Australia (LPA) Ticketing Code of Practice - Consumer Code (Code) sets standards of Consumer protection and encourages Consumer confidence in the Australian Live Performance Industry. The Code applies to the purchase and use of Tickets to Live Performance Events, and related matters. It is in the interests of all Consumers and industry participants that Code standards be maintained.

The Code has a companion Industry Code. The Industry Code provides guidelines for industry participants in establishing effective complaint handling procedures, and also establishes industry protocols for the appropriate handling of advance ticket revenue and the use fair advertising, amongst other industry practices.

The Industry Code may be accessed by any interested member of the public at the LPA web-site ([www.liveperformance.com.au](http://www.liveperformance.com.au)), or be requested from LPA.

If you have any queries regarding the Code, or would like to request a copy of the Industry Code, please forward your inquiry to [info@liveperformance.com.au](mailto:info@liveperformance.com.au)

#### **The Objectives of the Code, in conjunction with the Industry Code are:**

- a) to establish high standards of Consumer protection in the Live Performance industry, particularly in relation to Terms and Conditions associated with ticketing, including Consumer's rights of entry, and ticket refunds;
- b) to ensure that all LPA Members comply with the standards of Consumer protection established by the Code;
- c) to create a model of industry best practice, and encourage compliance with Code standards by non-LPA members;
- d) to inform Consumers of the standards of Consumer protection established by the Code;
- e) to provide industry and Consumer guidance regarding unauthorised Ticketing Service Providers (i.e. Ticket Scalpers); and
- f) to provide guidelines on the fair resolution of Ticket related Consumer complaints.

This is the fifth edition of the Code.

The Code is reviewed on a triennial basis by an independent Code Reviewer, with input from LPA Members and the public. The Code Reviewer's Report is made public by LPA.

The first edition of the Code came into effect on 1 November 2001.

This fifth and current edition came into effect on 1 February 2012.

## 2. WHO IS BOUND BY THE CODE?

This Code is a voluntary industry Code of Practice, yet is binding on all LPA Members. Compliance with the Code is a condition of LPA Membership. If an LPA Member fails to comply with the Code, their membership may be revoked.

The Code operates as a best practice guide for the Australian Live Performance industry.

Organisations which are not LPA Members are encouraged to adopt ticketing practices as set out in the Code, but cannot refer complaints to LPA for resolution.

When an LPA Member enters into commercial arrangements for an Event with non-Members, the LPA Member will use their best efforts to ensure that all parties to the Event comply with the provisions of the Code.

## 3. WHAT TICKETS DOES THE CODE COVER?

This Code applies to the sale and re-sale of Tickets to Live Performance Events by LPA Members.

***This Code DOES NOT cover the ticketing of sporting events. This Code covers only those Live Performance Events presented and ticketed by Members of LPA.***

## 4. WHAT IS THE LEGAL STATUS OF THE CODE?

The Code is not and does not seek to be a binding legal document, and is not expressed in precise legal language.

Legislative Consumer protection is provided at a Federal level by the *Competition and Consumer Act 2010*. Schedule 2 of the Competition and Consumer Act is known as the *Australian Consumer Law* (ACL). At the time of writing both the Act and the ACL are administered by the Australian Competition and Consumer Commission (ACCC).

At the State level various State legislation and State based Consumer protection agencies also provide Consumer protection (e.g. the *Fair Trading Act 1999 (Vic)* is currently administered by Consumer Affairs Victoria).

Nothing in this Code restricts in any way any non-excludable legal rights which a person may have under Federal or State Consumer law, (for example, rights relating to Consumer warranties).

## **5. HOW IS THE CODE ENFORCED?**

The Code encourages industry self-regulation.

To lodge a complaint, Consumers should first contact the relevant LPA Member with whom they have the complaint. The LPA Member is required to have a complaints handling procedure to engage with the Consumer to resolve their complaint in accordance with the Code.

If the complaint is not resolved at that stage, or if the LPA Member is unclear on how to interpret the Code, then either the Consumer or the LPA Member may contact the LPA Complaints Officer for further guidance. The LPA Complaints Officer can be contacted at: [complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au).

Consumers may wish to refer their complaint if they are not satisfied with the outcome, or if they believe that a breach of the Code has occurred. The primary role of the LPA Complaints Officer is to ensure that the LPA Member has correctly applied the terms of the Code.

LPA will endeavour to investigate and prevent any breaches of this Code of which it becomes aware, and will refer breaches to relevant Consumer protection agencies if it is necessary to do so.

For further information see the LPA Complaints Handling and Disputes Resolution Policy. This is described more fully in points 2.2 - 2.5 of the Industry Code.

### ***COMPLIANCE AND LIABILITY***

While LPA makes it a condition of Membership that LPA Members comply with the Code, LPA does not accept liability for any loss occurring from compliance or non-compliance.

## **6. HOW IS THE CODE INTERPRETED?**

Where there is any doubt about the intent or scope of this Code, it should be interpreted in the light of the Objectives set out in Point 1 above.

When interpreting the Code, LPA and the Code Reviewer will have the Objectives of the Code in mind, and the decision of the Executive Council on matters of interpretation shall, to the extent permitted by law, be final.

## **7. HOW IS THE CODE PUBLICISED?**

LPA will endeavour to ensure that information provided to the Consumer, (such as summaries of the rights, remedies and facilities offered to Consumers under this Code), is prepared in Plain English and is accessible to Consumers including through display at Venues, in tourist literature and on the websites of LPA and LPA Members.

Where this Code requires an LPA Member to make information or documents available on request, such a request is generally satisfied by making the information or documents available on a website. Where a person requiring the information or documents advises that they cannot access the Internet, the LPA Member should take reasonable steps to satisfy their request in another way.

## **B: CONSUMER RIGHTS**

### **8. WHAT ARE MY RIGHTS WHEN I BUY A TICKET TO A LIVE PERFORMANCE EVENT?**

#### **TERMS AND CONDITIONS OF SALE AND ENTRY**

When you buy a Ticket to a Live Performance Event, the Terms and Conditions of Sale and Entry (Terms and Conditions) set out the conditions applicable to that Event.

Agreement with the Terms and Conditions will usually be a condition of purchase. If you indicate your agreement to the Terms and Conditions of sale, you will be bound by those Terms and Conditions. Your agreement may be sought whether you buy the Ticket online, over the phone, or in person at the Box Office (see Point 9 below).

Where possible, a summary of Terms and Conditions, (including any particularly important or unusual terms), should be printed clearly on the Ticket or accompanying literature and brought to your attention at the point of sale. If this is not possible, the Ticket should refer you to where you can view the Terms and Conditions (such as the Promoter's web-site).

Terms and Conditions remain in effect even when the person in possession of the Ticket changes. The resale of a Ticket does not nullify the Terms and Conditions of the original Ticket sale, provided the sale is not made by a Ticket Scalper or other unauthorized seller (see point 10 below). Any subsequent bearer of the Ticket is bound by the same Terms and Conditions.

If you do not comply with a Ticket's Terms and Conditions, then the Ticket can be cancelled and you are not entitled to a refund.

### **9. HOW DO I KNOW IF I HAVE AGREED TO TICKETING TERMS AND CONDITIONS?**

It is up to the LPA Member to ensure you are aware of the Terms and Conditions of Sale and Entry, and to obtain your agreement. Your agreement may be obtained in the following ways:

- a) **Online**, You should be required to indicate, prior to confirmation of payment, your acknowledgement and acceptance of the Terms and Conditions. The Terms and Conditions should be readily available for you to read, with any important terms visually accentuated.
- b) **By phone**, You should be advised of any important Terms and Conditions of sale at the commencement of the call, with more detailed Terms and Conditions made available upon request.
- c) **In person**, Terms and Conditions of sale should be prominently displayed at the sale counter and you should be required to indicate agreement to any important Terms and Conditions.

You should be made aware of any restrictions on your right to refund or exchange. Nothing in the Terms and Conditions should attempt to limit any statutory rights that you have.

Unqualified statements such as “No refunds or exchange” must not be used, as they may be misleading. Please refer to Point 11 for more information about Refunds.

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

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

## **10. WHAT IF I BOUGHT MY TICKET FROM A TICKET SCALPER?**

Ticket scalping is defined as the resale or offer for resale of Tickets at a premium price (i.e. higher than the original price), by a Ticket Seller who has not been authorized by the Presenter. Ticket scalping constitutes a breach of the Terms and Conditions of sale of the Ticket.

LPA does not condone Ticket scalping, and discourages all Consumers from buying from Ticket scalpers.

LPA supports the right of LPA Members to cancel Tickets bought or sold from Ticket scalpers without providing a refund. Buying a ticket from a Ticket scalper does not guarantee entry to the Event.

***You should note that this includes tickets bought on ebay and other similar sale web-sites at above face value.***

Ticket scalping in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

Activities involving the resale of Tickets that come to the attention of LPA Members may be referred to the relevant authorities.

## **11. WHEN AM I ENTITLED TO A REFUND?**

In many cases, the option to provide a refund lies at the discretion of the LPA Member. In the interests of maintaining good faith with the Consumer, refunds are sometimes provided when there is no strict legal requirement to do so.

However, there are a few limited circumstances in which you have an automatic right to a refund.

You have an automatic right to a refund if the Event to which you purchased an authorised Ticket is:

- Cancelled;



- Re-scheduled (and you cannot or do not wish to attend the re-scheduled Event); or
- Significantly Re-located.

For a significantly re-located Event to create the entitlement to a refund, the nature of the experience and/or geographic location of the Event must be fundamentally altered by the change of Venue.

NOTE: As stated in Point 10 above, if you purchase your Ticket from an unauthorised Ticket seller, or Ticket scalper, then you will have no right to a refund from the authorised Ticket Service Provider.

### **WHAT ARE THE PROTOCOLS FOR CANCELLED, RE-SCHEDULED OR SIGNIFICANTLY RE-LOCATED EVENTS?**

- **Early Advice**

When an Event is cancelled, re-scheduled, or re-located, the LPA Member should use their best endeavours to advise you as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose.

- **Seating Arrangements**

If an Event is re-scheduled, or re-located the LPA Member should make reasonable endeavours to ensure that you are entitled to seating in a similar location at the re-scheduled or re-located Event.

- **Refunds**

If the Event is cancelled, or if you do not wish to attend the re-scheduled or significantly re-located Event, the LPA Member must ensure you receive a full refund of the Ticket price and other industry imposed Ticket charges.

If you are not contacted by the LPA Member, you should apply for a refund in a timely manner. Where possible, you should apply for a refund within five working days of the Event.

In order to verify the authenticity of the original Ticket(s), proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.

Please note that refunds only apply to Tickets that have been purchased. You will not be entitled to a refund if your Ticket was free or complimentary.

## **WHAT ABOUT CANCELLATIONS AND RE-SCHEDULING THAT OCCUR DURING AN EVENT?**

On occasion Events are cancelled for unforeseen circumstances that arise during the Event, leaving the Event uncompleted. Occasionally such Events are re-scheduled, but often this is not possible.

If an Event is cancelled mid-event your right to a refund, and the extent of the refund, can depend on the nature of the event and the proportion of the Event completed.

If an Event is cancelled during its running time the LPA Member may determine that a partial refund applies, and may provide a refund of an amount or credit that is reasonable in the circumstances. When considering what is fair and reasonable in the circumstances, the LPA Member should have regard to how substantial an amount of the Event has been performed, and the nature of the Event. For example, a concert that is cut short may provide a fuller experience than a play which is cut short, where you are prevented from seeing the end of the play. In a similar vein, an Event that is three quarters completed may provide a fuller experience than one that is less than half completed.

If you are not provided with a refund in the above circumstances, please contact the LPA Complaints Officer at [complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au) for further advice.

## **OTHER INCIDENTS: DISCRETIONARY REFUNDS**

Discretionary refunds may be offered in circumstances where an incident out of your control has fundamentally affected your enjoyment of the Event, and the LPA Member has failed to address the Incident, despite being notified by you. Such an incident may include offensive behavior by another Consumer, a technical failure, or any other factor that significantly impacts on your enjoyment of the Event.

Discretionary refunds will only be offered in circumstances in which you have lodged a timely complaint.

The guidelines for lodging a complaint are set out below:

### **a) Prior to the Event:**

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

### **b) During the Event:**

- i. If the incident giving rise to your complaint occurs during the Event, you should lodge a complaint with the Venue Manager at the earliest possible opportunity. If possible, this should be done within 30 minutes of the commencement of the Event, or by the Interval at the latest (where applicable).

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

**c) Subsequent to the Event:**

- i. If the complaint is made subsequent to the Event, you should contact the Venue who should assist and advise you to whom you should report the complaint to have it addressed.
- ii. You should lodge your complaint in a timely manner. A timely manner is considered to be within five working days of the Event. You should note that if you lodge your complaint subsequent to the Event, after having remained at the Venue for the entirety of the Event, then your chances of obtaining a discretionary refund are significantly reduced.

In order to verify the authenticity of the original Ticket(s), proof of purchase may be required, and any refund may not necessarily be available at the Venue at the time the complaint is made.

When making a complaint to an LPA Member you should identify yourself in the same form of name and address as used at the time of purchase of the Ticket.

In the event that you believe that an LPA Member has not complied with the terms set out in the Code and you have not received complete satisfaction by virtue of the procedures set out above, a complaint may be made in writing to the LPA Complaints Officer in accordance with the LPA Complaints Handling and Dispute Resolution Policy (available at [www.liveperformance.com.au](http://www.liveperformance.com.au) or by contacting LPA at [complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au)).

LPA has the power to consider the complaint further, and can impose penalties on the LPA Member for breaches of the Code, including expulsion from LPA.

## **12. IF I AM ENTITLED TO A REFUND, WHAT COSTS ARE REFUNDABLE?**

Full refunds, when applicable, cover the entire cost of the Ticket including all fees and charges. Partial refunds may be offered in some circumstances (see point 11 above).

Under no circumstances will an LPA Member be required to reimburse you for auxiliary expenses incurred by you in your attendance, or non-attendance of an Event, including cancelled, re-scheduled or re-located Events. Auxiliary expenses include but are not limited to the cost of travel, car-parking, child-care and accommodation.

You are encouraged to obtain sufficient ticket or travel insurance cover for such expenses.

## **13. WHEN AM I NOT ENTITLED TO A REFUND?**

There are circumstances in which Consumers often mistakenly believe they are entitled to a refund. Although a Presenter or Venue may choose to provide a discretionary refund in some of these circumstances, such refunds do not arise out of any strict entitlement.

To clarify common circumstances, the Code sets out a list below.

### **(a) Event Dissatisfaction**

If you apply for a refund only on the grounds that the performance standard of the Event does or did not meet your expectations, the Presenter/Venue Manager is not required to provide a refund.

The Presenter and Venue Manager acknowledge that you may have remedies under any relevant Consumer or Fair Trading Laws.

### **(b) Failure or inability to attend event**

A Presenter or Venue Manager will not be required to provide an exchange option or refund where you are unable to attend for reasons including illness, transport failure or delay, or choose not to attend the original Event for which you purchased the Ticket. You are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.

### **(c) Late attendance**

A Presenter or Venue Manager will not be required to provide an exchange option or refund where you are late to an event, and are refused entry on the grounds that latecomers will not be admitted. If latecomers are not to be admitted this will be made clear in the Terms and Conditions of sale for the Ticket.

#### **(d) Refused entry or evicted**

A Presenter or Venue Manager will not be required to provide an exchange option or refund where you have been refused entry or evicted from the Venue in any of the circumstances outlined in Point 15 below.

#### **(e) Use of an understudy**

A Presenter or Venue Manager will not be required to provide an exchange option or refund where a performance has been made by an understudy in the place of a main performer, provided you have been made aware of the use of an understudy at the time of the Event.

#### **(f) Change in support act**

A Presenter or Venue Manager will not be required to provide an exchange option or refund where a supporting act is replaced, provided you have been made aware of the change at the time of the Event.

#### **(g) Non-compliance with the Code**

Non-compliance with the terms of this Code by an LPA Member will not automatically give rise to a refund of the Ticket purchase price. Refunds in this circumstance depend greatly on the nature of the non-compliance.

#### **(h) Change in ticket price**

Occasionally during the course of selling Tickets to an Event, a Presenter will alter the Ticket price in response to varying levels of consumer demand. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the price change, and do not entitle you to a refund on your Ticket price, or the difference between your Ticket price and the newly adjusted Ticket price.

#### **(i) Release of additional seats**

Occasionally during the course of selling Tickets to an Event, a Presenter will release additional seats in response to levels of consumer demand. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the new seating allocation, and do not entitle you to a refund for Tickets purchased prior to the new seating allocation.

#### **(j) Lost, stolen, or invalid tickets**

You should ensure the validity of your Ticket by purchasing Tickets only from Ticketing Service Providers authorised by the Presenter or Venue.

If you report Tickets for reserved seats as lost or stolen, it may be possible for the Ticketing Service Provider to replace them providing you are not engaging in deception or fraud.

However, not all Tickets can be traced and you should safeguard against loss or theft by treating all Tickets like cash.

For General Admission tickets, LPA Members reserve the right to refuse offer of a refund for lost or stolen Tickets. Similarly, LPA Members have a right to refuse to offer a refund for lost, stolen or invalid 'print at home' tickets when multiple tickets have been printed.

As stated above, nothing in this Code prevents individual Venue Managers or Presenters from having a more liberal refund and exchange policy, nor does it restrict your rights under the ACL, and other Consumer protection legislation.

#### **14. CAN I BE SEARCHED AT AN EVENT?**

Yes. But you should be notified of this possibility in the Ticket Terms and Conditions, when you buy the Ticket.

If the Event or Venue stipulates that a search of your person or possessions may be required, words to the following effect should be used to inform you prior to the Event, at the time of your Ticket purchase:

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

This statement should be:

- a) Included in the Terms and Conditions to which Consumers agree when purchasing Tickets via the internet;
- b) Displayed at the point of sale;
- c) Printed on the Ticket;
- d) Printed on paperwork sent out with Tickets (if any);
- e) Audible on the recorded telephone message when prospective Ticket Holders make a telephone purchase of Tickets; and/or,
- f) Displayed at the Venue.

#### **15. CAN I BE REFUSED ENTRY TO AN EVENT, OR EVICTED?**

Yes. But only on valid grounds.

The circumstances in which a Presenter or Venue Manager may refuse entry to the Venue, or evict you subsequent to entry, include, but are not limited to any of the following circumstances:

- a) where you cannot produce a Valid Ticket;
- b) where you cannot produce proof of your concession entitlement where a concession Ticket has been purchased;
- c) where you produce a Ticket that has been identified by the Presenter or Venue Manager as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter, Venue or Ticketing Service Provider (i.e. a 'scalped' ticket);
- d) where you produce a Ticket that has been handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
- e) where you have in your possession or refuse to surrender to the Venue any prohibited object or article including but not limited to photographic or recording equipment, food or alcohol, that is not permitted to be brought into or used in that Venue;
- f) where you refuse to undergo a physical search or a search of your possessions and the Terms and Conditions of entry state that a search may be required; or,
- g) where you are behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons.
- h) where you are behaving in a manner that unreasonably interferes with other Consumers' enjoyment of the Event, including through the use of cameras, mobile phones, personal computers, paging devices or other electronic devices;
- i) where you otherwise breach the Venue's conditions of entry or fail to follow the reasonable directions of Venue staff; or
- j) where you refuse to remain in the area or seat designated on your Ticket.

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

Presenters and Venues also reserve the right to refuse admission to a Consumer who arrives at the performance Venue after the commencement time of an Event.

## **C: ONGOING MAINTENANCE AND MONITORING OF THE CODE**

### **16. HOW IS THIS CODE MONITORED AND REVIEWED?**

#### **INDEPENDENT CODE REVIEWER**

LPA will appoint a Code Reviewer who is independent of LPA and any LPA Member or LPA Member organisation.

The Code Reviewer must have specialist expertise in trade practices and Consumer law to perform the functions conferred by paragraph (b) in accordance with the following:

- a) The Code Reviewer will be appointed for a minimum period of three years.
- b) The functions of the Code Reviewer are:
  - i. To monitor and prepare an annual report on the level of compliance by LPA and LPA Members to the Code with the obligations imposed by this Code;
  - ii. As part of the functions under subparagraph (i), to consider complaints from LPA Members or members of the public when appropriate.
  - iii. To conduct, in consultation with the LPA Executive Council, a Triennial Review of the Code with the aim of improving and enhancing the operation of the Code.

#### **ANNUAL COMPLIANCE: MONITORING AND REPORTING**

Following his or her consultations and consideration of the Members report, the Code Reviewer will prepare, in consultation with LPA, an Annual Report on compliance generally by LPA Members with this Code. The Code Reviewer will make a copy of the report available to:

- a) LPA;
- b) The Commonwealth Department(s) responsible for the administration of the *Competition and Consumer Act (2010)*; and
- c) The State Government Departments(s) responsible for the administration of the relevant Fair Trading Legislation in each Australian State and Territory.

#### **TRIENNIAL REVIEW OF THE CODE**

The Code Reviewer will, for the purposes of a Review of the Code;

- a) invite written submissions on the operation of the Code and on any amendments that are necessary or desirable to improve the operation of the Code;



- b) undertake such other consultations as she or he considers appropriate.

LPA will inform its' Members and the general public that the Triennial Review is being conducted and that they may make written submissions to the Code Reviewer.

The Code Reviewer will allow a period of at least one month for the making of submissions to the Triennial Review.

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

- a) Each LPA Member;
- b) The Commonwealth Department(s) responsible for the administration of the *Competition and Consumer Act (2010)*;
- c) The State Government Departments(s) responsible for the administration of the relevant Fair Trading Legislation in each Australian State and Territory.
- d) Each individual or group that made a submission to the Code Reviewer; and,
- e) Members of the public.

The Code Reviewer's Report will then form the underlying basis for any amendments to the Code. Any amendments to the Code must be ratified by the LPA Executive Council before they take effect. The LPA Executive Council will not unreasonably refuse to ratify amendments to the Code that have been recommended in the Code Reviewer's Report.

## **APPENDIX:**

### **DEFINITIONS**

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

#### **Code Reviewer**

Means a person appointed by the LPA Executive Council who is independent of LPA and its' Members with specialist expertise in trade practices and Consumer law to perform the functions conferred in point 16 of the Code.

#### **Consumer**

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

#### **Fair Trading Legislation**

Means legislation, State or Federal, that governs fair trading and provides statutory consumer protection.

#### **Industry Imposed Ticket Charges**

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

#### **LPA Executive Council**

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

#### **Live Performance Events (Events)**

References to "Performance", "performance" and "Events" are intended to cover all kinds of live Performance in the widest sense of the word including, but not limited to theatre, opera, dance, spectaculars, arena events, festivals, concerts and all other public performances or gatherings of whatever nature. References in this Code to "Events" are to be taken to refer to "Live Performance Events".

#### **LPA Member**

Means a financial member of Live Performance Australia in accordance with the Fair Work (Registered Organisations) Act 2009 and the Rules of the Australian Entertainment Industry Association as registered with Fair Work Australia in the State of Victoria.

The Membership of LPA comprises employers in the live performance industry who make available for sale Tickets or all forms of Performance, whether to the general public or otherwise.

#### **Person**

Includes a natural person or any form of legal entity.

**Presenter**

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

**Ticket**

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

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

**Ticketing Service Provider (TSP)**

Means a person who is authorised by a Venue or Presenter to provide goods and services relating to ticketing and Ticket sales for a Live Performance Event. The term includes reference to a person authorised by the Presenter to sell tickets as part of a package with travel, hospitality or accommodation benefits.

**Valid Ticket**

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

**Venue**

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

**Venue Manager**

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