

# Festival of Voices Code of Ticketing Practice

## Scope

The Code of Ticketing Practice outlines the terms and conditions of purchase of tickets to attend events ticketed by Festival of Voices.

Festival of Voices works within the Live Performance Australia (LPA) Code of Practice (available at <https://liveperformance.com.au/resource>).

By using this service, you are agreeing to be bound by these terms of use. Before proceeding with your purchase, please carefully read these Terms and Conditions.

## Definition of Terms

### ***Presenter***

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

### ***Ticket***

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

### ***Valid Ticket***

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

### ***Venue***

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

### ***Venue Manager***

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

## **Terms and Conditions of Sale and Entry**

1. The Terms and Conditions of Sale and Entry (Terms and Conditions) set out the licence conditions applicable to a Ticket.
2. Agreement with the Terms and Conditions is a condition of purchase. Once a Consumer has indicated their agreement to the Terms and Conditions of sale then the Consumer will be bound by those Terms and Conditions.
3. A summary of those Terms and Conditions, including any particularly important or unusual terms, will be, where possible, clearly displayed on the Ticket confirmation, and brought to the Consumers' attention at the point of sale.
4. The licence conditions remain in effect even when the person in possession of the Ticket changes. The resale of a Ticket does not nullify the Terms and Conditions of the original Ticket sale. Any subsequent bearer of the Ticket is bound by those Terms and Conditions.
5. If a Ticket's Terms and Conditions have not been complied with, Tickets can be cancelled and a Ticket Holder is not entitled to a refund.
6. Your ticket may be subject to additional booking terms which will be notified to you prior to purchase, for example age restrictions, restrictions on number of tickets purchased, lockouts etc.

## **Ticket Resale and Scalping**

1. Festival of Voices is the only authorised ticket seller for events at Festival of Voices, unless specified on the official website at [www.festivalofvoices.com](http://www.festivalofvoices.com) that there are other authorised sellers for a specific event.
2. Tickets may not, without the prior written consent of Festival of Voices or event organiser, be resold or offered for resale.
3. The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties. Activities involving the resale of Tickets that come to the attention of Festival of Voices may be referred to the relevant authorities.
4. In the case of an Event cancellation, a refund will be provided to the original ticket purchaser. If you have purchased a ticket from an unauthorised seller, you have no refund right from Festival of Voices and may be at risk of no refund from that unauthorised seller.
5. If you purchase tickets from another source such as Ticketmaster Resale, Viagogo, Ticketbis, eBay, Gumtree, StubHub, Tickets Australia, or any other unauthorised reseller, you risk that these tickets are fake, void or have previously been cancelled.
6. Tickets must not be included in packages or used in advertising unless authorised by Festival of Voices or the Presenter in writing.

## **Lost, Stolen or Invalid Tickets**

1. A Ticket Holder should ensure the validity of their Ticket by purchasing Tickets only from Festival of Voices. If Tickets for reserved seats are reported lost or stolen, it may be possible for Festival of Voices to replace them on production of proof of identity (photographic ID). However, not all Tickets can be traced and a Ticket Holder should safeguard against loss or theft by treating all Tickets like cash.
2. General Admission or Print at Home tickets: Festival of Voices will not refund lost or stolen Tickets.

## **Right to Refuse Entry or Evict a Patron from an Event**

1. The circumstances in which Festival of Voices or Presenter may refuse entry to the Venue to a Consumer include, but are not limited to, any of the following circumstances:

1. where a Ticket Holder cannot produce a Valid Ticket;
2. where a concession Ticket Holder cannot produce proof of their concession entitlement where a concession Ticket has been purchased;
3. where a Ticket Holder produces a Ticket that has been identified by the Presenter or Festival of Voices as having been sold or offered for resale for a profit by any person or organisation that is not authorised by the Presenter or Festival of Voices;
4. where a Ticket Holder produces a Ticket that has been handled or dealt with in a way that is contrary to its Terms and Conditions of sale;
5. where a Ticket Holder has in his or her possession or refuses to surrender to Festival of Voices any prohibited object or article that is not permitted to be brought into or used in that Venue, including but not limited to: dangerous items, recording equipment, food and alcohol that is not permitted to be brought into that venue;
6. where a Ticket Holder refuses to undergo a physical search or a search of their possessions and the conditions of entry state that a search may be required;
7. where a Ticket Holder is behaving in a manner which may cause property damage or that threatens the safety of performers, other Consumers, or any other persons, including as a result of intoxication;
8. where a Ticket Holder is behaving in a manner that unreasonably interferes with other Ticket Holders' enjoyment of the Event, including through the use of cameras, mobile phones or paging devices;
9. where a Ticket Holder is unwell or intoxicated;
10. where the Ticket Holder otherwise breaches Festival of Voices' conditions of entry or fails to follow the reasonable directions of Festival of Voices staff; or
11. where a Ticket Holder refuses to remain in the area or seat designated on their Ticket.
12. *Festival of Voices and the Presenter reserve the right to refuse admission to a Ticket Holder who arrives late to a Venue.*

Unless otherwise specified, Festival of Voices does not provide supervision of children 15 years or younger. All children requiring supervision must be accompanied by a supervising adult at all times and may be refused admission or attendance if not accompanied by a supervising adult.

## **Concessions**

1. Concessions are available for specific events solely at the discretion of the Presenter. The types of concession available are determined by the Presenter.
2. A customer must present a valid identification card, as proof of eligibility, when purchasing tickets at a concession or discount price, and must have the concession card in their possession at the event. This includes special offers and membership discounts.

## **Booking/Service Fee**

1. A Booking Fee of \$2 per transaction applies to all bookings made online or by phone.
2. A 2.2% Basket fee applies to all bookings made online or over the phone.
3. Booking and Basket Fees do not apply to vouchers purchased and donations made to the festival.
4. GST does not apply for tickets sold by Festival of Voices, for Festival of Voices is an ACNC registered charity.
5. There are no handling fees for door sales.
6. All ticket prices are in Australian Dollars (AUD).
7. Booking/Service fees are not refundable.

## **Presenter Rights**

Tickets sold on behalf of the Presenter are subject to the following conditions:

1. No refunds or exchanges except as required by law or as outlined in the code below.
2. Festival of Voices and the Presenter reserve the right to add, withdraw or substitute artists and to vary advertised programmes, venues, prices, seating arrangements and audience capacity.
3. The right of admission is reserved and is subject to the Presenter's and Festival of Voices' terms of entry.
4. Late arrival may result in non-admittance until a suitable break in the performance, and may be to a different seating location. In some cases, latecomers may not be admitted at all.
5. Photography, voice and visual recording of a performance is not permitted.

## **Venue Rights**

1. Closed circuit television (CCTV) cameras may be used at venues used by Festival of Voices.
2. Photography, voice and visual recording of a performance is not permitted.
3. The right of admission is reserved and is subject to the Presenter's and Festival of Voices' terms of entry.
4. Bags and personal belongings may be subject to a visual inspection.
5. Smoking, the use of e-cigarettes or vapes is not permitted in any Festival of Voices venue.
6. Seating is not permitted in the aisles. Aisles and exits must be kept clear at all times.
7. Mobile phones and paging devices must be switched off during the performances.
8. Umbrellas, prams, strollers and baby capsules, or any other items that could present a safety hazard or interfere with the performance are not permitted in the auditorium.
9. Festival of Voices recognises the Companion Card program and admits carers to ticketed events as ticketed complimentary guests. The Companion Card must be sighted at the time of booking, and the companion must sit in the nearest available seat to the cardholder to assist them during their visit.
10. Only food and drinks purchased from Festival of Voices are permitted at Festival of Voices events.

## Complaints, Refunds and Exchanges

1. Festival of Voices is not required to refund tickets which have been cancelled due to fraud or a breach of these Terms and Conditions.
2. Provided the Ticket Holder purchased their ticket through Festival of Voices, the Ticket Holder will be entitled to a refund where:
  1. The event is cancelled. (Note that where an event is rescheduled, reasonable efforts will be made to ensure that the Ticket Holder is offered seating in a similar location at the rescheduled event).
  2. The event is rescheduled or significantly relocated and the Ticket Holder cannot or does not wish to attend the rescheduled event.
  3. The Ticket Holder is travelling to Tasmania from interstate or international and cannot attend Festival of Voices due to COVID-19 restrictions, provided Festival of Voices is contacted on [info@festivalofvoices.com](mailto:info@festivalofvoices.com) at least 24 hours prior to the event with the booking reference and supporting documentation.
  4. The Ticket Holder is self-isolating and awaiting the result of a COVID-19 test at the time of the event, provided Festival of Voices is contacted on [info@festivalofvoices.com](mailto:info@festivalofvoices.com) at least 24 hours prior to the event with the booking reference and supporting documentation, including proof that a test has been taken.
  5. The Ticket Holder is diagnosed with COVID-19 at the time of the event, provided Festival of Voices is contacted on [info@festivalofvoices.com](mailto:info@festivalofvoices.com) at least 2 hours prior to the event with the booking reference and supporting documentation.
3. A Presenter or Festival of Voices will not be required to provide an exchange option or refund for the following reasons:
  - Failure to attend the event
  - Change of mind
  - Changes to the line-up/program
  - Bad weather conditions
  - Late attendance
  - Refused entry or eviction from the event
  - Event dissatisfaction
  - Fear of exposure to COVID-19.
  - If one person from a party is affected by COVID-19 and unable to attend Festival of Voices, this does not guarantee a refund for any other persons from said party. Ticket Holders are encouraged to obtain sufficient ticket or travel insurance cover for such circumstances.
4. Consumers who wish to make a complaint about an Event may do so in accordance with the following provisions by calling Festival of Voices on 03 6224 5975 or by email at [info@festivalofvoices.com](mailto:info@festivalofvoices.com).
  - a. **Prior to the Event:**
    - i. If the incident giving rise to the complaint occurs prior to the Event, the Consumer should address the complaint to Festival of Voices.

**b. During the Event:**

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

**c. Subsequent to the Event:**

- i. If the complaint is made subsequent to the Event, the Ticket Holder should contact Festival of Voices within 5 days of the Event's scheduled commencement, who will assist and advise the Consumer to whom they should report the complaint to have it addressed.
- ii. Should a Consumer be eligible for a refund, Consumers should apply for a refund in a timely manner in accordance with the LPA Code and the LPA Complaints Handling and Dispute Resolution Policy and, where possible, before the date of any re-scheduled Event. A timely manner is considered to be within five working days of the Event.

4. 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.
5. Where a Ticket Holder applies for a refund only on the grounds that an Event does not meet his or her expectations, the Presenter/Festival of Voices is not required to provide a refund. The Presenter and Festival of Voices acknowledge that a Ticket Holder may have remedies under any relevant Trade Practices or Fair Trading Laws.
6. Unless required by law the Presenter or Festival of Voices will not reimburse a Ticket Holder for auxiliary expenses incurred by the Ticket Holder in his or her attendance, or non-attendance, of a cancelled or re-scheduled Event. Auxiliary expenses include, but are not limited to, the cost of travel, car parking, child-care and accommodation. Consumers are encouraged to obtain sufficient ticket or travel insurance cover for such expenses.
7. At times, during the course of selling Tickets to an Event, a Presenter may 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 Ticket Holders to claim a refund on the Ticket price or the difference between the Ticket price and the newly adjusted Ticket price.
8. Occasionally during the course of selling Tickets, a Presenter will release additional seats (for example, when final stage dimensions are known or in response to demand) or additional dates for presentation of the Event. Such alterations do not affect the Terms and Conditions applying to Tickets purchased prior to the release of additional seats or dates and do not entitle Ticket Holders to claim a refund for Tickets purchased prior to the release of additional seats or dates.
9. A Presenter or Festival of Voices will not be required to provide an exchange option or refund where the Ticket Holder has been refused entry or evicted from the Venue in any of the circumstances outlined above.

10. A Ticket Holder making a complaint to Festival of Voices should identify himself or herself in the same form of name and address as used at the time of purchase of the Ticket.
11. Refunds will be processed using the original method of payment.
12. In the event that any Ticket Holder believes that Festival of Voices has not complied with the terms set out in the Code which applies to it and has not received complete satisfaction by virtue of the procedures set out above (if appropriate), a complaint may be made in writing to the LPA Complaints Officer in accordance with the LPA Complaints Handling and Dispute Resolution Policy (available at [www.liveperformance.com.au](http://www.liveperformance.com.au) or by contacting LPA at [complaints@liveperformance.com.au](mailto:complaints@liveperformance.com.au) ).