

# Ticketing Services for Presenters

## Operating Policy



### Purpose

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This policy establishes the Trust's protocols and procedures for ticketing operations for events held at all of the Trust's venues, to ensure the best possible visitor and presenter experience.

This policy supports the provisions of the Ticketed Events Schedule section of Arts Centre Melbourne's Master Licence Agreement (MLA). Your Account Manager can provide you with support in relation to the application of this policy.

### Scope

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This policy relates to ticketing services provided to Presenters who hire any venue, including the Sidney Myer Music Bowl (SMMB), from the Victorian Arts Centre Trust (the Trust).

### Policy

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#### 1 Ticketing for all events (excluding SMMB)

- 1.1 The Trust will sell, promote, and distribute tickets on behalf of Presenters through the Trust's Ticketing & CRM System as part of the services it provides to Presenters under the Master Licence Agreement.
- 1.2 For events held at the theatres, including the halls and spaces of a venue, tickets will be sold via Arts Centre Melbourne's:
  - a) website ([www.artscentremelbourne.com.au](http://www.artscentremelbourne.com.au))
  - b) contact centre (1300 182 183)
  - c) Box Office(s) & Welcome Point(s)
- 1.3 The Trust has entered into an exclusive contract with Ticketek as agent for the Trust to receive allocations for events held at the theatres, including the halls and spaces of a venue. Allocations to Ticketek are as nominated by the Presenter but also require approval from the Trust. If applicable, this allocation will be sold via:
  - a) Ticketek's website ([www.ticketek.com.au](http://www.ticketek.com.au))
  - b) Ticketek's contact centre (1300 130 300)
  - c) Ticketek Outlets

#### 2 Ticketing for SMMB events

- 2.1 The Trust has entered into an exclusive contract with Ticketek as agent for the Trust to sell all tickets for all events at the SMMB. For these events, tickets will be sold via:
  - a) Ticketek's website ([www.ticketek.com.au](http://www.ticketek.com.au))
  - b) Ticketek's contact centre (1300 130 300)
  - c) Ticketek Outlets

#### 3 Reports from the Trust

- 3.1 The Trust will provide the Presenter with automated event reports of sales by the Trust.
- 3.2 These reports are currently available to be sent by email at an agreed schedule. Contact your Account Manager to discuss the details of your reporting requirements.

#### 4 Concession tickets

- 4.1 By completing Appendix A of the Master Licence Agreement, Presenters are requested to provide the Trust with full information of any concession prices for the event.

- 4.2 Concessions may include, but are not limited to, pensioners, seniors, full-time students (including international students that can present an international student card), youth and children.
- 4.3 The Trust requires customers to produce valid proof of their concession. Further information regarding the definition of concessions, or as to which concession to offer, can be obtained from your Account Manager.

## **5 Student or general rush tickets**

- 5.1 Presenters are able to offer a student or general rush last minute ticket offer. A student or general rush last minute ticket offer is when a set number of tickets (decided by the Presenter) are sold last at the minute at a discounted rate.
- 5.2 The Presenter must provide the Arts Centre Melbourne Box Office with clear instructions on how this program should be fulfilled, including ticket prices, total tickets, and valid purchasers.

## **6 Audience Development**

- 6.1 The Trust's is committed to audience development initiatives such as the "*tixatsix*" program (see: <https://www.artscentremelbourne.com.au/visit/tixatsix> for relevant terms and conditions.)

## **7 Children / Babies in Arms and Supervision of Children**

- 7.1 The Trust welcomes people of all ages to experience Arts Centre Melbourne's events, facilities and services. For the majority of events held at Arts Centre Melbourne, children who have not yet turned two years old may be admitted into an event at no cost and without a ticket. In these cases, children will not be allocated a seat and must be seated on the lap of a parent or guardian for the duration of the event.
- 7.2 Every person aged two years and over attending a ticketed event must hold a valid ticket.
- 7.3 A Presenter may choose to program a specialist event specifically designed for babies and toddlers (Babies Ticketed Event). In these circumstances, it is appropriate for children regardless of age to hold a valid ticket. Please discuss these details with your Account Manager.
- 7.4 The Trust's Conditions of Entry and Child Safety Policy require children under the age of 15 to be under the supervision of a responsible adult (18 years and over) at all times, with the exception of approved workshops or programs with a targeted age group where supervision is provided by Trust approved representatives with Working with Children (WWC) Checks. The Trust reserves the right to refuse entry to children under the age of 15 who attend unaccompanied.

## **8 Companion Card**

- 8.1 The Companion Card Scheme was established by the Department of Human Services to assist people with a permanent disability to access the performing arts with the assistance of a companion. Companion Cards have been issued under strict guidelines since late 2003.
- 8.2 The Trust is affiliated with the Companion Card Scheme. It is a condition of the hire of a Venue that the Presenter abides by the Companion Card Scheme in relation to the event.
- 8.3 Details of the scheme are contained on the Companion Card website ([www.companioncard.org.au](http://www.companioncard.org.au)).

## **9 Complimentary and zero-priced tickets**

- 9.1 Complimentary and zero-priced tickets are subject to certain thresholds that determine the fees payable by the Presenter in the issuing of such tickets.
- 9.2 It is the Presenter's responsibility to monitor the number of complimentary tickets issued (through reports from the Trust – see section 3 above) and be aware of all applicable fees and charges for the issuing of these tickets (see Ticketing Rates Card).

## **10 Face value to be displayed**

- 10.1 Where the customer has paid for the tickets directly to the Trust, Ticketek (in respect of allocations from the Trust) or an On-seller approved by the Trust, tickets must be issued displaying the face value of the ticket.
- 10.2 Tickets sold via these channels cannot be issued with the price suppressed or displaying a zero-price (other than for zero-priced tickets).
- 10.3 In situations where a performance is cancelled or postponed, ticket purchasers are entitled to a refund equivalent to the face value of the ticket. The Trust is responsible for all tickets sold and for providing and coordinating refunds where necessary. The Trust's obligations extend only to the value of the ticket. Customers should be aware of the value of the ticket and, accordingly, of the value of any refund that might be payable in the event that the performance is cancelled or postponed. The Trust may direct customers to the channel through which they purchased the ticket.

## **11 Sponsor Acknowledgement on Tickets**

- 11.1 Arts Centre Melbourne will not carry Licensee sponsor logos on any Arts Centre Melbourne produced tickets or tickets produced by Arts Centre Melbourne's contracted third party ticketing agencies.
- 11.2 Arts Centre Melbourne will not carry Licensee sponsor line credits on any Arts Centre Melbourne produced tickets or tickets produced by Arts Centre Melbourne's contracted third party ticketing agencies, except where a Licensee sponsor has naming rights for an event and the event name includes the sponsor name. In such cases the Licensee sponsor credit can appear in the event 'title' text line only.
- 11.3 The tickets referred to in paragraphs 11.1 and 11.2 include ticket stock, customer self-printed, virtual/mobile tickets and any other form of ticket produced by Arts Centre Melbourne or Arts Centre Melbourne's contracted third party ticketing agencies.

## **12 Right to refuse entry**

- 12.1 The Trust may require proof of purchase to authenticate legitimate purchases of tickets. This includes:
  - a) the credit card used to purchase tickets
  - b) ability to correctly quote their account details
  - c) proof that they are the purchaser by producing valid photo identification
  - d) proof of concession / companion card entitlement
- 12.2 The Trust withholds the right to refuse entry if acceptable proof of purchase and/or concession / companion card cannot be provided.

## **13 GST**

- 13.1 GST is a tax on the supply of goods, services, and anything else supplied by a registered entity for consideration made in the course of an enterprise connected with Australia.

- 13.2 An Arts Centre Melbourne ticket represents the tax invoice for the ticketing transaction. The reverse side of the ticket discloses that the ticket is a tax invoice. The face of the ticket displays the GST inclusive price of the ticket as required by the GST legislation where an asterisk (\*) is printed on the ticket. Where no asterisk is printed, the ticket is GST exempt.
- 13.3 If a transaction exceeds \$1,000 (before GST), additional information needs to be disclosed on the tax invoice. Presenters should contact their Account Manager if they require a tax invoice for ticket purchases.

#### **14 Live Performance Australia**

- 14.1 The Trust is proud to be affiliated with Live Performance Australia (LPA), and to adhere to the LPA Ticketing Code of Practice (LPA Ticketing Code).
- 14.2 Accordingly, the Presenter agrees that the LPA Ticketing Code applies to events presented by the Presenter at the venue, except where it is inconsistent with this policy. If this policy is inconsistent with the LPA Ticketing Code, this policy takes precedence to the extent of that inconsistency.
- 14.3 The LPA Ticketing Code can be found at [www.liveperformance.com.au](http://www.liveperformance.com.au).

#### **15 Communication of customer financial information**

- 15.1 In setting up its Ticketing Services, the Trust has implemented a rigorous program to ensure that its operations are compliant with current legislation in respect of the collection, storage, and subsequent processing of customer data. This is particularly strict in terms of the storage of customers' financial information.
- 15.2 As such, the Trust cannot accept email communication where credit card details and other financial information are included. If you would like to organise payment for held tickets, please liaise with your Account Manager.

#### **16 Ticketing Terms and Conditions**

- 16.1 The Trust's Ticketing Terms and Conditions of Purchase apply to customers purchasing tickets from Arts Centre Melbourne via any sales channel. The terms and conditions are available to view at:

<https://www.artscentremelbourne.com.au/terms-and-conditions-of-purchase>

#### **17 Conditions of Entry**

- 17.1 The Trust's Ticketing Terms and Conditions of Purchase include a link to the Trust's Conditions of Entry which apply to entry and use of Arts Centre Melbourne premises. The conditions are available to view at:

<https://www.artscentremelbourne.com.au/conditions-of-entry>

#### **18 Privacy**

- 18.1 The Trust's Ticketing Terms and Conditions of Purchase include a link to the Trust's Privacy Statement. The Privacy Statement is available at:

<https://www.artscentremelbourne.com.au/privacy-policy>

#### **19 Event Data**

- 19.1 The Trust will only share Personal Information for marketing purposes where the customer has opted-in. The handling of all information, including Personal Information, will be dealt with in accordance the Trust's Privacy Policy which is available at:

[Privacy Compliance Policy](#)

#### **20 Further information**

- 20.1 For further information, please contact your Account Manager.

## Attachment A – Definitions

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Key Term	Definition
<b>Babies Ticketed Event</b>	An event specifically designed for Babies & Toddlers where it is appropriate for children regardless of age to hold a valid ticket.
<b>On-seller</b>	The Trust's authorised off-line sales channels
<b>Presenter</b>	Means a person or entity who has entered into an agreement with the Victorian Arts Centre Trust for the use of a Venue for a hiring period, and includes all employees of the Presenter. May also be referred to as Hirer, Promoter or Licensee.
<b>Venue</b>	A place or space at Arts Centre Melbourne, including the Sidney Myer Music Bowl.
<b>Other capitalised terms</b>	All terms capitalised but not defined in this policy have the meanings given to them in the definitions section of the MLA.

## Supporting Documentation

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### a) Related Material

Name	Document Type	Location
LPA Ticketing Code of Practice	Guidelines	<a href="http://www.liveperformance.com.au">www.liveperformance.com.au</a>
Companion Card Industry Handbook	Guidelines	<a href="http://www.vic.companioncard.org.au">www.vic.companioncard.org.au</a>
LPA Companion Card & Discrimination Guidelines	Guidelines	<a href="http://www.liveperformance.com.au">www.liveperformance.com.au</a>

### b) Related Policies and Operating Procedures

Policy or Operating Procedure
Privacy Collection Statement Privacy Policy Ticketing Terms & Conditions of Purchase Conditions of Entry Child Safety Policy

## Governance

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### a) Responsibility

<b>Policy Owner</b>	Director, Ticketing & Visitor Experience
<b>Approving Executive</b>	Executive Director, Customer Experience

### b) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment
1.0	22/04/2009	Heather Walker Andrew Moon	First version of Presenter ticketing policy. Applies to tickets on sale prior to 5th May 2009.
2.0	22/04/2009	Heather Walker Andrew Moon	Policy incorporating changes required due to implementation of new Ticketing system. Applies to tickets on sale after 5th May 2009
3.0	01/07/2010	Melindy Green Andrew Moon	Yearly review with minor clarifications
3.1	31/01/2012	Manager, Assurance & Compliance	Minor amendments – rebranding
4.0	08/05/2012	Andy Avery	Amendments – changes required due to end of Ticketmaster contract
5.0	July 2014	Beau Vigushin Kyle Johnston	Yearly review with minor amendments, addition of new Ticketmaster Agreement and new template.
6.1	October 2015	Beau Vigushin Sarah Hunt	Changes to Children's Policy (Section #7) and minor updates to reflect new structure.
7.0	July 2019	Tom Kane Beau Vigushin	Change in third party ticketing agreement from Ticketmaster to Ticketek, effective 1 July 2019.
<b>Post Implementation Review</b>			
Due Date			July 2020