

CODE OF PRACTICE



SECURE
TICKETS *from*
AUTHORISED
RETAILERS™

UPDATED JUNE 2017



AIMS AND OBJECTIVES OF THE CODE

- ★ **Encouraging** high standards of service and good practice throughout the ticketing industry.
- ★ Providing **confidence** to the ticket-buying public so that they can buy their tickets with greater peace of mind from members of STAR.
- ★ **Promoting** better and clearer information for the ticket-buying public.
- ★ **Setting out** procedures for handling customers' money



STAR AND BACKGROUND TO THE CODE

I. STAR

- I.1 We, the Society of Ticket Agents and Retailers (STAR), were formed in 1997 by a number of companies and organisations within the ticketing industry to promote high standards of service to our customers (as defined below), and to improve and promote the public's view of the UK entertainment ticketing industry.
- I.2 In 2009, we published our first edition 'Model Terms and Conditions for Selling Entertainment Tickets', which were developed with the co-operation of the Office of Fair Trading (now the Competition and Markets Authority (CMA)) with the aim of setting an industry standard.
- I.3 Our members are organisations within the ticketing industry (members). Our administrative functions are carried out by our council which, together with the chairman of the council, is elected each year by our members. Day-to-day functions are carried out by our secretariat, who gives us information and advice about our organisation and the way the code operates. A subcommittee investigates cases where members may have broken the code, and takes disciplinary action against members if necessary. This includes, in the most serious cases, expelling members from STAR. The council will hear appeals from members relating to the subcommittee's decisions. The subcommittee is made up of members who are on the council and independent people. There are more independent people than council members on the subcommittee, and the chairman of the subcommittee is independent. Any council member with a business interest in a case being considered by the subcommittee is not eligible to vote on any matter related to that case.

- I.4 We are funded by yearly membership fees from our members.
- I.5 You can recognise members as they use one of the following STAR logos on their websites and other materials.



Used by all STAR members except resale platforms

RESALE SPECIFIC LOGO TO BE
DESIGNED AND REGISTERED
AS A TRADE MARK

Used by resale platforms only



BACKGROUND TO THE CODE AND STAR

2. The Code

2.1 The code sets out the standards and procedures members must keep to when dealing with the public and customers. It also provides procedures for dealing with complaints to try to avoid unnecessary disputes and confrontation, as well as setting out the ways in which we deal with issues related to claims that a member has broken the code.

2.2 To make it easier to use, we have divided the code into the following six sections, and each one deals with a specific topic.

- A Who and what the code covers
- B Standards of service and information
- C Dealing with disputes with customers
- D Using the STAR logo and providing information on the code
- E Procedures for dealing with members who have broken the code and taking disciplinary action if necessary
- F Financial accounting standards

2.3 The code is not, and does not try to be, a binding legal document, and it is not written in precise legal language. As such, we ask you to read the code in the spirit in which it has been drafted rather than to the letter. The secretariat, subcommittee and council will have this in mind when interpreting and applying the code, and the decision of the council on interpreting matters covered by the code will be final.

2.4 With the aim of improving the code and keeping it relevant in the ever-changing entertainment ticketing industry, the subcommittee will review the code every year and update it when necessary. We would appreciate any comments or suggested amendments. Please send them to the secretariat, who will forward them to the subcommittee to consider.

2.5 You can get copies of the current code from www.star.org.uk

2.6 We make it a condition of membership of STAR that members agree to keep to the code. However, members are responsible for making sure they keep to the code, and we do not accept any legal responsibility for any loss that members may suffer if they fail to do so.



- I. The following types of organisations can become members of STAR.
 - (a) Full members who sell tickets for all forms of events.
 - (b) Full members who operate a resale platform (as defined below).
 - (c) Associate members who operate entertainment venues or events and who sell tickets:
 - (i) directly through box offices at entertainment venues or ticket-selling booths on other premises; or
 - (ii) by allocating tickets to other people or organisations or otherwise.
 - (d) Associate affiliate members who are companies and individuals not directly involved in selling tickets but who want to take part in and support our work.
 - (e) Travel affiliate members who are involved in reselling tickets exclusively or mainly as part of a package which includes hospitality, travel or accommodation.

In the code, we use the term 'member' to refer to full, associate, associate affiliate and travel affiliate members. All members must carry on business in the UK. All members have agreed to follow the conditions set out in the code.

Each of our members will choose a main contact, who will be responsible to us for putting into practice and keeping to the code.

2. The code applies to all members selling, reselling or providing a resale platform for reselling tickets. All members have agreed that they will follow the regulations set out in the code. Our members are also responsible for making sure that any agents or subagents they may use keep to the terms of the code.

3. Definitions and references

In the code, the following terms have the following meanings.

- 3.1 **Customer** means any person buying tickets from a member or through a member's resale platform.
- 3.2 **Event** means all kinds of live entertainment in the widest sense of the word including theatre, opera, dance, exhibitions, sporting events, concerts and all other public performances or gatherings of whatever nature.
- 3.3 **Event owner** means the person who sets the price of a ticket. This may be the event owner, organiser, producer, promoter or venue owner.
- 3.4 **Event price** means the price set by the event owner (including any flexible price which is set by the event owner depending, for example, on market demand, but not including any price set by a reseller) for the sale of a ticket at the time it is first sold to a customer:
 - (a) including VAT and any unavoidable charges set by the event owner (such as a restoration levy, facility fee or refurbishment fee); but
 - (b) not including any fees charged by the ticket seller (such as booking fees or delivery charges).



3.5 **Face-value price** means the amount displayed on the ticket as its price, which will be the ticket price.

However:

- (a) if a ticket seller offers a ticket at a discounted price, the face-value price will be the discounted ticket price, regardless of any price that is displayed on the ticket; and
- (b) if no price is displayed on the ticket, the face-value price will be the ticket price (which will usually be provided in a written confirmation of the booking which a ticket seller or resale operator gives to the customer).

Examples:

- (i) If ticket sellers print their own tickets, the price displayed on the ticket will be the ticket price and this will also be the face-value price. Event owners may require tickets to be printed or produced showing:
 - a. the ticket price as including any ticket booking fees which are charged per ticket (and which are shown separately on the ticket); or
 - b. the event price plus any ticket booking fees which are charged per ticket (and which are shown separately on the ticket).
- (ii) If tickets are sold at a discounted ticket price, the price displayed on the ticket may be:
 - a. the event price (before any discount has been applied) and any booking fees which apply per ticket; or
 - b. the discounted ticket price.

However, regardless of the amount which is displayed on the ticket, the discounted ticket price will be the face-value price.

- (iii) Where preprinted or reproduced tickets are supplied to a ticket seller by an event owner and the event price is not known at the time of printing or production, no price will be displayed on the ticket. In these circumstances, the price at which the ticket is sold to the customer (the ticket price) will also be the face-value price.

3.6 Law means all laws, regulations and directives on selling and supplying tickets and forming contracts with customers which apply, including the Theft Acts 1968 and 1978, the Offences Against the Person Act 1861, the Consumer Protection Act 1987, the Consumer Protection Against Unfair Trading Regulations 2008, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Rights Act 2015, the Digital Economy Act 2017 and any other consumer-protection legislation.

3.7 **Price information** means the following.

- (a) In all cases, either:
 - (i) the ticket price;
 - (ii) the ticket price and the event price; or
 - (iii) the ticket price, any booking fee which applies per ticket and the event price.
- (b) In the case of tickets being sold on a resale platform, the face-value price.
- (c) The delivery fee which applies per booking and any extra charges which apply per ticket or per booking.
- (d) The total price.



- 3.8 **Resale operator** means an operator of a resale platform.
- 3.9 **Resale platform** means an internet-based marketplace for selling, reselling and buying tickets.
- 3.10 **Reseller** means any person who sells or resells tickets using a resale platform.
- 3.11 **Ticket** means any printed, electronic or other type of evidence (for example, a wristband) of the right to attend an event.
- 3.12 **Ticket information** means the following information, where this applies to the ticket, in relation to a ticket which a reseller offers for sale on a resale platform.
- (a) Information about any restrictions which limit the use of the ticket to people of a particular description (for example, if there is a minimum age to attend an event, or if the ticket only entitles the customer to sit in a particular area which the customer may not be entitled to enter, for example, if the ticket is for a specific area such as an area for wheelchair users).
 - (b) Information that allows the customer to identify which areas the ticket gives them access to, for example a particular seat or whether the ticket provides access to a standing area only.
 - (c) Information such as details of the stand, block, row and seat number, if the ticket is for a particular seat.
 - (d) Any unique ticket number that may help the buyer to identify the seat or standing area or its location.
 - (e) Details of certain connections the reseller has with either the resale platform (or its resale operator), or the organiser of the event the ticket is for.
 - (f) Any other information required by law.
- 3.13 **Ticket price** means:
- (a) in relation to sales by ticket sellers, the total amount of the event price and any booking fees which apply per ticket, but not including any delivery charge which applies per booking;
 - (b) in relation to sales by ticket sellers where the tickets are sold at a discount, the total amount of the discounted event price and any booking fees which apply per ticket, but not including any delivery charge which applies per booking (the discounted ticket price); and
 - (c) in relation to sales by resellers, the total amount of the price at which the tickets are offered for resale on a resale platform and any booking fees which apply per ticket, but not including any delivery charge which applies per booking.
- 3.14 **Ticket seller** means the seller of tickets, other than a reseller or resale operator. This includes event owners and venues and their authorised ticket retailers and ticket agents.
- 3.15 **Total price** means the total price a customer is charged for a ticket sale booking transaction, including the ticket price, any booking fees, delivery fees or other charges.



1. General rules

- 1.1 When dealing with customers, members must make sure that they handle all enquiries and bookings in a polite way. Members of staff should give customers their name when dealing with an enquiry, either by using name badges, or by giving their first name or reference number when dealing with phone enquiries.
- 1.2 Members should sell tickets under our Model Terms and Conditions for Selling Entertainment Tickets or provide a platform for reselling tickets under our Model Resale Platform Terms and Conditions (together or separately known as our model terms and conditions) and in line with any other guidance we issue from time to time. Members may develop their own terms and conditions and user agreements, but these should not be less favourable to customers than the model terms and conditions. Members must also make sure that customers are clearly and openly told of all terms and conditions that apply to the customer's dealings with the member.
- 1.3 Members must keep to all laws. If they don't, our subcommittee may take disciplinary action against the member, as outlined in section E.
- 1.4 Members must also keep to the UK Code of *Non-broadcast Advertising and Direct and Promotional Marketing (CAP Code)* and the UK Code of *Broadcast Advertising (BCAP Code)* (if these apply), and other similar relevant codes of practice.
- 1.5 Each member must keep and publish details of a UK office address for customers to be able to contact the member. Members must give us address details (including any changes of address) in a timely way, and we will record all addresses in a register we keep for this purpose.

2. Member information

- 2.1 To keep to the general information requirements of the E-commerce Regulations 2002, the Companies Act 2006, and the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, members who provide online services (for example, a ticket-selling website or a resale platform) should make the following information easily available to customers.
 - The member's business name, address and other contact details including a contact email address.
 - The member's company registration number and registered office address.
 - The fact that the business is a member of STAR.
 - The business's VAT registration number (if this applies).
 - A link to the European Commission's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/main/>
- 2.2 Members should make sure that they include a link on their website, which we will give them, which will help customers check the member's current membership status of STAR.

3. Bots

Members should take precautions to prevent automated online processes ('ticket bots') being used on their websites to buy more tickets than the maximum number set by the event owner.



4. Customer care before buying tickets

4.1 If an event owner, venue, ticket seller, or reseller gives members the following information, or if members have this information, they should pass it on to the customer before the customer confirms their purchase of a ticket.

- (a) The date of the event.
- (b) The name and address of the venue.
- (c) The name of the performer or event.
- (d) The price information.
- (e) The ticket information, for tickets being sold using a resale platform.
- (f) Any restrictions on transferring the ticket. (Members should be aware that the CMA states in its guidance on the unfair terms provisions in the Consumer Rights Act 2015 that it considers that a term which limits a consumer's right to sell what they own could be regarded as unfair, so members should take care when placing such restrictions on reselling tickets and also should tell customers about any such restrictions clearly, before they buy tickets.)
- (g) Any obstructed, restricted or side view or other possible issue that may affect the customer's enjoyment of the event relevant to the seat or position they are booking.
- (h) Any age restrictions or other restrictions affecting entry to the event.
- (i) Whether the ticket is for a seated or standing position.

- (j) The position of the seats, including whether the ticket provides designated seating or viewing positions. Where possible a plan of the relevant venue should be used to identify where the customer's seat or position will be.
- (k) Any special rules or requirements which apply to the event or a booking.
- (l) Whether tickets are to be sent by post, or are to be collected at the relevant venue for the performance, or at any other place.
- (m) Information on whether replacement tickets can be issued for original tickets which have been lost, stolen or destroyed.
- (n) Any other significant information relating to an event that may reasonably affect the customer's decision whether or not to buy a ticket.

4.2 The following information should be included on the ticket. (If no printed ticket will be supplied, this information should be included in any written confirmation of the booking.)

- (a) The face-value price.
- (b) The position of the seat (block or area, row and seat number) or that the ticket is for a standing position or for general admission.

4.3 Members should also provide, or make sure customers are able to get access to, any other information required by law.



B

STANDARDS OF SERVICE AND INFORMATION

4.4 Travel affiliates should not have to provide price information. Instead they must tell the customer, at the time of booking, the area of the venue that the ticket will be in or the type of ticket and the price category in which it falls (for example, top price or second price). In terms of the package, travel affiliates must provide full and accurate information about the price of the package, any extra charges which apply per package or per booking, and the total price of the package.

4.5 Members should make sure that the terms and conditions which apply to tickets (including any cancellation rights which the customer or member may have) are made available to the customer before taking payment and completing the booking.

4.6 Members should have specific procedures when handling phone and online enquiries, bookings and reservations to make sure that customers are clear about the services offered and bookings provided. When bookings are made by phone, the member of staff handling the relevant booking should provide all of the details referred to in sections B.4.1, B.4.2 or B.4.3 (whichever applies to the relevant member) and repeat all the details before ending the conversation with the customer. When bookings are made online, members should make sure that the details are clearly given to customers before confirming their purchase and taking their payment.

4.7 Under the Equality Act 2010, members must take reasonable steps to make sure that disabled customers can access their services. This is called the 'reasonable adjustment duty'. The act also requires members to anticipate the needs of disabled customers and take these steps to meet the reasonable adjustment duty before providing their services.

The steps could include, for example, providing information in accessible formats and making sure that, whenever tickets are generally available to buy online, disabled customers are able to book by that method.

The Equality and Human Rights Commission have published a code of practice and guidance on the reasonable adjustment duty. Please follow the links below for more detailed information about members' legal obligations.

- <https://www.equalityhumanrights.com/en/publication-download/services-public-functions-and-associations-statutory-Code-practice>
- <https://www.equalityhumanrights.com/en/advice-and-guidance/equality-law-theatres-and-other-entertainment-venues>
- <https://www.equalityhumanrights.com/en/multipage-guide/delivering-services-and-law>

4.8 Members should make sure that customers are given correct information for making contact if there is a question after the booking has been made. By law, any customer service phone numbers which are for customers to use after making a booking should be a basic-rate number.

4.9 Members must not:

- (i) make a contract with a customer to supply tickets for any event for which tickets have not yet been offered for sale by, or with permission from, the event owner;
- (ii) make a contract with a customer to sell tickets if the member has no known means of supplying the tickets; or
- (iii) act as a resale operator in relation to tickets for which the member has no means of supply, as confirmed by a reseller.



5. Refunds

- 5.1 If an event for which a member has sold tickets is cancelled or not fully performed and the cancellation or partial performance leads the event owner or venue to agree that the ticket price should be partly or fully refunded, the member should make a corresponding refund to each customer. The member should make their refund policy clear to customers at the time of sale. Nothing in this section takes away the duty of members to keep to all laws.
- 5.2 A member who is a resale operator should make sure that they provide enough protection to customers, which includes the resale operator refunding customers or helping them to find replacement tickets if they:
- (a) do not receive the tickets they ordered;
 - (b) receive tickets which do not match their description on the resale platform; or
 - (c) are denied entry into the event through no fault of their own.

6. Sending out tickets and documents

- 6.1 Customers should be made aware of when they might expect to receive their tickets.
- 6.2 Customers should be made aware (as part of information referred to in section B.4.1) if replacement tickets are not available for events where the original tickets are lost, stolen or damaged.

- 6.3 Members should make clear to customers what they should do if tickets that are being sent before an event fail to arrive in time for the customer to attend the event.

7. Customer care after buying tickets

- 7.1 Members should give customers a confirmation of their purchase contract, containing all information referred to in sections B.4.1, B.4.2 or B.4.3 (which apply to the relevant member). The contract can be provided as a hard copy, by email or by any other method that allows information to be addressed to the person receiving it and allows them to store the information so they can refer to in the future. This condition applies unless the member has already given all or part of that information to the customer beforehand.
- 7.2 Members will keep records of all ticket bookings and reservations made. We recommend that these records are kept for at least six months after the relevant event.
- 7.3 All members should give our address, website address, email address and phone number whenever a customer asks for this information.



8. Cancelling tickets and blacklisting customers if an event owner asks for this

- 8.1 If an event owner asks a member to cancel one or more tickets or blacklist one or more customers (preventing them from being able to buy tickets from the member in the future), for any reason, that member must let the customer know. If tickets are cancelled, the member must refund the face-value price that the customer paid for the cancelled tickets. (Members should be aware that contract terms which allow members to cancel tickets or blacklist customers merely for reselling tickets may be considered unfair by the CMA, and so may not be enforceable.)

9. Training

- 9.1 Members should make sure that members of staff receive adequate training and instruction about the procedures and operations set out in the code.
- 9.2 Members should make sure that copies of the code are accessible at all their outlets or places of business for the purposes of enquiries from the public, and as a reference for members of staff.



C

DEALING WITH DISPUTES WITH CUSTOMERS

1. Members must have an adequate system of monitoring queries and complaints from customers so that appropriate action can be taken.
2. A customer making a complaint to a member should give the same name and address they used at the time of buying the ticket.
3. If a customer is not satisfied with the service provided by a member, the member must make every effort to settle the complaint quickly and deal with it in a polite and fair way.
4. All complaints will be acknowledged as soon as possible and in any event within five working days of the complaint being received by the member.
5. Members should settle complaints from customers as soon as possible, ideally within 20 working days of the complaint being made. However, we know that some complaints can take longer than this to settle if other parties, such as the event owner, are also involved. Members should keep customers informed about the progress of their complaint and should tell the customer if they will need longer than 20 days to settle their complaint. If necessary, members can take up 90 days from the original date of the complaint to deal with a complaint.
6. Members will co-operate fully with local consumer advisers, Trading Standards or any other organisation the customer has consulted about any complaint which has not been settled.
7. If it is not possible to settle the complaint direct, the member should tell the customer that we can provide a free alternative dispute resolution (ADR) service. They should give the customer details of how to contact us to register a complaint. Customers can register complaints online through our website at www.star.org.uk or by post to:

STAR
PO Box 708
York YO1 0GT.
8. We are approved as an ADR organisation by the Chartered Trading Standards Institute.
9. Full details of our ADR procedures are available on our website at www.star.org.uk



USING OUR LOGO AND PROVIDING INFORMATION ON THE CODE

1. Use of the logo

- 1.1 All full and associate members must prominently display the STAR logo at all outlets and on any websites they use to sell tickets and any resale platform they operate and, where possible, in all promotional or advertising material they have control over. They must not act in any way which might have a negative effect on our reputation.
- 1.2 Using the STAR logo shows the member is keeping to the code. They must not misuse or misrepresent the logo. This includes helping a person or firm who is not a member to use the logo or incorrectly represent itself as a member.
- 1.3 Our council will issue separate guidance on affiliate members using the STAR logo.
- 1.4 We will do our best to prevent any unauthorised use of the STAR logo if we become aware of it.

2. Providing information and reporting

- 2.1 We will operate an advice line between 10am and 5pm Monday to Friday (but not public holidays), to provide general advice including to allow people to use the complaints procedure under the code and, where appropriate, to help customers get tickets, if they have paid for tickets but not yet received them. We will do all we reasonably can to respond to complaints within a timescale appropriate to the nature and circumstances of the complaint.
- 2.2 Members can also make written enquiries to the secretariat about interpreting and enforcing the code. Any information the secretariat gives is general guidance, as only the subcommittee can make final decisions on interpreting the code.
- 2.3 The subcommittee will issue a yearly report on how the code is operating and how effective it is (including a summary of the complaints referred to the secretariat). Where appropriate, they will also issue updates or bulletins to take into account changing circumstances or developments.
- 2.4 If a member needs a formal guidance note on any matter covered by the code, they must write to the subcommittee, who may issue a 'practice note bulletin' to all members.



E PROCEDURES FOR DEALING WITH MEMBERS WHO HAVE BROKEN THE CODE, AND TAKING DISCIPLINARY ACTION WHERE NECESSARY

1. If a customer believes that a member has broken any of the terms set out in the code which apply to that member, they can send us their complaint either by email or by post. All general complaints that do not relate to a member breaking the code should be dealt with under section C.
 2. If we receive a complaint, we will let the relevant member know about the complaint within five working days of receiving it.
 3. The member then has 10 working days to make written representations to us about the complaint.
 4. We will consider the complaint and the member's response at the next subcommittee meeting. The subcommittee will either make a ruling on the complaint at this point, or ask for more information or clarification on any relevant matters, setting out the timetable for the information to be provided, and when a final decision on the complaint will take place.
 5. In exceptional circumstances, or if a customer has made a very serious complaint, the subcommittee may decide to allow the customer and the member to tell us their evidence at a special hearing.
 6. If the subcommittee decide (after examining all the representations from the customer and the member) that a member has broken the code, or the subcommittee believe that a member has broken the law in connection with selling or allowing others to sell tickets, we have the power to take one or more of the following disciplinary measures.
 - (a) We will give a written warning stating that if the action is repeated we will impose a more serious punishment.
 - (b) We will fine the member based on a percentage of their yearly membership fee.
 - (c) We will suspend the member from STAR for up to 12 months, during which time the member will not be allowed to use the STAR logo.
 - (d) We will permanently expel the member from STAR.
 - (e) We can take any other action we feel is appropriate in the circumstances.
- We will write to tell the member and the customer the action we are going to take, and give our reasons.
7. Both the member and customer will have 15 working days from the date of receiving our decision to appeal to the council. If the member or customer does appeal within that period, our decision will not apply until it is confirmed or changed by the council. The council can consider all information provided to us in connection with the complaint and can ask for more information or clarification on any relevant issue. They will give the timetable for the information to be provided and when the final decision on the complaint will take place. We will write to the member and the customer with the council's decision and their reasons, and their decision will be final.



1. What members must do

All members must make sure that they have adequate financial accounting and security arrangements and procedures when handling customers' money. In particular, members must agree that they will protect all money they receive from customers in one of the following ways.

- I.1 Holding it in a separate 'client account' at a reputable bank or building society, so it is kept separate from the member's own money.
- I.2 The member will keep a bond, guarantee or other security in the way and for the amount we feel is acceptable.
- I.3 The member will arrange insurance cover on the conditions and for the amount we feel is acceptable.
- I.4 Any other way we may approve.

2. What we will do

- 2.1 We will make sure our members use one of the methods shown above.
- 2.2 If any member fails to keep to this condition, we will treat it as breaking the code in a significant way, and may take the disciplinary action set out in section E.
3. If an event is cancelled before the event date or before the member has passed the customer's money to the organiser of that event, the member must do their best to refund the customer's money as soon as possible (once the tickets have been returned to the member, if necessary). However, if the member has already passed the customer's money to the event owner, the member will not be responsible for refunding the customer's money unless the event organiser returns the money to the member.





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AUTHORISED
RETAILERS™

SOCIETY OF TICKET AGENTS AND RETAILERS

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