

TICKETING

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TICKETING

➤ Terms and conditions



➤ Ticket Agents



[now closed]

➤ Touts



See
TICKETS



[now closed]



TICKETING TERMS AND CONDITIONS

- Consumer legislation (Consumer Rights Act)
- Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013
- Incorporation of T&C's: Effectively notified?
- What should they cover?



TICKETING TERMS AND CONDITIONS

- Price, Payment
- Delivery/collection
- Duplicates and ownership
- Restrictions on purchase
- Prohibited items
- Behaviour
- Data





TICKETING TERMS AND CONDITIONS

- Refunds & exchanges
- Liability
- H&S
- Recording
- Resale/reuse
- Void



TICKETING TERMS AND CONDITIONS

Selling Tickets Online

Information you need to provide:

- Date and time of the event
- Content of the event i.e. who is performing
- Reserved seat number (where applicable)

What Ticket Agents should not do...

- ✗ Automatically select or 'pre-tick' additional payments in the check out process
- ✗ Where you offer a phone helpline, charge more than the basic rate



TICKETING TERMS AND CONDITIONS

Refusing to accept orders

If T&Cs state that orders are **‘subject to acceptance’** by agent, agent can refuse to accept an order in absolute discretion

BUT

- Agent can't refuse to supply services, goods and facilities on the grounds of someone's nationality (contrary to the Equality Act 2010)

AND

- Agent can't refuse to supply 'services' to someone on the grounds of their place of residence. 'Services' includes 'entertainment'



TICKETING TERMS AND CONDITIONS

Cancelling orders once accepted

To a business:

- Agents are relatively free to cancel orders **as long as** they cancel in a way which complies with T&Cs

To a consumer:

- Agents need to be reasonable and fair
- Once an order is accepted, T&Cs should not say an order can be cancelled in your 'absolute discretion' unless the consumer also has this right. Otherwise this is likely to be considered unfair

In either case you need to:

- Refund any sums paid, but
- Booking/admin fee can be retained as long as this relates to actual costs



TICKETING AGENTS

- Agency
- Commercial Agents Regulations
- Data

TICKETING AGENTS

- Society of Ticketing Agents and Resellers (STAR)



- Model terms:
 - Promoter and venue terms
 - Incorporation



TICKETING AGENTS

- Booking Fees
 - Inside
 - Outside
 - Commission to promoters

- Booking fees -v- handling charges
- Release of funds

TICKETING AGENTS

What happens when an event is cancelled?

➤ Refunds

- ticket fee
- booking fee
- handling fee

➤ Charges to promoter

➤ Contractually control the right to refund



SECONDARY MARKET

Re sale sites dominated by 50 super touts. On 28 November 2017 the Competition and Markets Authority announced that it will take enforcement action against secondary ticketing websites. It is now a criminal offence to use automated technology to buy large volumes of tickets to then be sold on at inflated prices.

TOUTS

- Resale of tickets is not prohibited;
- Criminal Justice and Public Order Act 1994
- London Olympic Games And Paralympic Games Act 2006 (s31)
- Consumer Rights Act 2015
- BEIS (Business Energy & Industrial Strategy) Guidance on Secondary Ticketing
- Information to be supplied before purchase
 - Identify seat
 - Details of any restrictions
 - Face value of ticket





SECONDARY MARKET

- Customers need to be informed of...
 - **RESTRICTIONS** on the ticket which might stop them getting in!
 - **WHO** they are buying from
 - **WHERE** exactly in a venue they will be seated.
- Be careful when it comes to...
 - **PRESSURE SELLING**
 - **MAKING REFUNDS DIFFICULT**
 - **SPECULATIVE SELLING**





SECONDARY MARKET

How can you stop it?

- Prohibit resales in the T&Cs
- Specify that all customer orders are **subject to acceptance** by you
- What to do if you suspect customers are involved in the secondary ticketing market?

Refuse to supply the tickets if:

- a) There are reasonable grounds to suspect customer intends to resell **or**
- b) 'absolute discretion' = greater flexibility

Must be in the T&Cs.



IF YOU ARE A VENUE/PROMOTER?

- Breaching of Limits on Ticket Sales Regulations 2018 (Digital Economy Act 2017)
- Void
- Blacklisting
- Breach of Contract
- Copyright Infringement
- Passing off
- Trade Mark infringement



IF YOU ARE A VENUE/PROMOTER?

If someone has purchased a ticket on the secondary market, admission can be refused

PROVIDED THAT

1. Reverse of physical / email tickets make it clear that resale is prohibited and
2. Anyone holding a resold ticket will not be granted admission (Kilimanjaro – Ed Sheeran) and
3. Terms to this effect should appear on promotional and marketing materials/ venue website, etc.



CAN YOU REFUSE ADMISSION?

Reasonable grounds should exist such as

- drunken/aggressive behaviour or
- other serious breaches of venue T&Cs

The Promoter reserves the right to refuse admission

- Specify conduct which will trigger refusal of admission

Solutions/Initiatives

- Fanfair alliance (supported by See Tickets and The Ticket Factory)
- Tegan & Sera – unsold tickets on secondary site sold on pay-what-you-want basis

DATA PROTECTION

➤ Can you collect customer names for a **Ticket List**?

YES provided that...

- You are using the data solely for the purposes of holding the event. Delete it afterwards or outline why else you need it in T&Cs
- Do not share the data with third parties unless you have informed the data subject that you want to do so.
- If transferring data to another company – maintain confidentiality e.g. password protected
- Be transparent about how you are using their data
- Don't use customer contact details to market to them by email unless they have expressly **opted in**



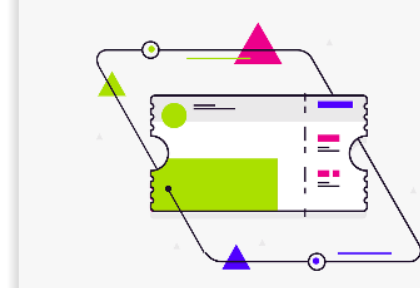
Other Issues:

1. RFID – radio-frequency identification
2. Dynamic Pricing [Taylor Swift vs Ed Sheeran]
3. Blockchain www.ventus.io



Secure

A global trusted network of ticket supply-chain communications without threat of nefarious interception.



Transparent

Documented ticket ownership transfer data provides an open audit trail for provenance, integrity and compliance.



Control

The Rights Holder can set undisputable rules concerning how ticket ownership may be sold and resold.

4. Star T&Cs