

CODE OF PRACTICE



SECURE
TICKETS *from*
AUTHORISED
RETAILERS™

UPDATED JANUARY 2011

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 that they can purchase their tickets with greater peace of mind from signatories of this Code.
- ★ Promoting better and clearer information for the ticket-buying public.
- ★ Setting out accounting and security arrangements and procedures for handling deposit monies received by ticket agents from Customers.



BACKGROUND TO THE CODE AND STAR

I. STAR

- I.1 The Society of Ticket Agents and Retailers, or STAR, was formed in 1997 by a number of companies and organisations within the ticketing industry to promote high standards of service to consumers, and to enhance and promote the public perception of the ticket agents' industry.
- I.2 The development of sales methods since the formation of STAR, particularly online, has resulted in major changes in the ticketing industry. A very high percentage of sales are now made over the internet and it has enabled the growth of the ticket resales market which has been notable because of both the increase in ticketing scams and the inception of new measures by some companies in the secondary market to increase protection for customers buying tickets from that sector.
- I.3 The ticketing industry in the UK has been under considerable scrutiny in recent years and the Office of Fair Trading undertook a Market Study which was published in 2005. The secondary market and ticket touting have been the subject of investigations and consultations by the Department for Culture, Media and Sport and an All Party Select Committee conducted an enquiry in 2007. The conclusions drawn have been that there is a public enthusiasm for a healthy secondary market in tickets but that there should be greater protection for consumers through self-regulation within the industry and wider public knowledge of how to buy tickets safely.
- I.4 In 2009, STAR published Model Terms and Conditions for the sale of entertainment tickets which were developed with the co-operation of the Office of Fair Trading with the intention of establishing an industry standard.
- I.5 The membership of STAR is drawn from the ticketing industry. The administrative functions are carried out by the Council which, together with the Chairman of the Council, is elected annually by the membership of STAR. Day to day functions are carried out by the Secretariat providing information and advice in relation to STAR and the operation of the Code. A Sub-Committee examines all breaches of the Code reported to it, and disciplines Members where it considers such action necessary, which includes expulsion from STAR in the most serious cases. Appeals in relation to the Sub-Committee's decisions are heard by the Council. The membership of this sub-committee is drawn from members of the Council and independent persons, the latter always being in the majority and providing the Chair. Any Council member with a business interest in a case being considered by the Sub-Committee is not eligible to vote on any matter concerning such a case at a meeting at which it is considered.
- I.6 STAR is funded by annual contributions from its membership.
- I.7 Membership of STAR can be recognised by the use of the organisation's logo found on the cover to this Code.



BACKGROUND TO THE CODE AND STAR

2. THE CODE

- 2.1 The Code sets out the standards and procedures to be adopted by Members of STAR when dealing with the public. It also provides procedures for dealing with complaints so as to avoid unnecessary disputes and confrontation, as well as setting out the ways in which alleged infringements of the Code will be dealt with.
- 2.2 For ease of reference, the Code is divided into 6 sections dealing with specific topics:-
- A Scope & Operation of the Code.**
 - B Standards of Service & Information.**
 - C Dispute resolution between Customers and Members.**
 - D Use of the STAR logo, and provision of information on the Code.**
 - E Procedures for dealing with alleged breaches of the Code, and sanctions for non-compliance.**
 - F Accounting Standards.**
- 2.3 The Code is not and does not seek to be a binding legal document, and is not intended to be expressed in precise legal language. As such, the Code is to be interpreted in the spirit in which it has been drafted rather than to the letter. When interpreting the Code, the Secretariat, the Sub-Committee and the Council will have this intent in mind, and the decision of the Council on matters of interpretation shall be final.
- 2.4 With the aim of improving and enhancing the operation of the Code, the procedures contained herein will be reviewed by the Sub-Committee annually. Any comments or suggested amendments are appreciated and should be sent to the Secretariat which will forward them to the Sub-Committee for their consideration.
- 2.5 Additional copies of the Code can be obtained from Member outlets and from the Secretariat of STAR.
- 2.6 Whilst STAR makes it a condition of membership that Agents agree to comply with the Code, STAR does not accept liability for any loss occurring from non-compliance.



SCOPE & OPERATION OF THE CODE

- I. The membership of STAR comprises:
 - (a) full members who are in the business of re-selling tickets for all forms of entertainment, whether to the general public or otherwise (“Agents”); and
 - (b) associate members who are the operators of entertainment venues in the business of selling tickets directly to the general public, whether through box offices at entertainment venues, ticket selling booths on other premises allocations to third parties or otherwise. STAR also extends Associate Affiliate membership to companies and individuals not directly engaged in the sale of tickets but who wish to participate in and support the work of STAR.
 - (c) travel affiliate members who are engaged in the re-sale of tickets exclusively or mainly as part of a package which includes hospitality, travel or accommodation
2. This Code applies to the re-sale of tickets by full Members and to the sale of tickets by associate Members. All Members have undertaken that they will follow the regulations set out in the Code. In addition, Members of STAR are responsible for ensuring that any agents or sub-agents they may use from time to time comply with the terms of this Code. Members of STAR can however accept no responsibility for any breach of these regulations caused by someone over whom they have no control.
3. References to “entertainment” and “events” are intended to cover 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.
4. The use of the word “ticket” in this Code means any voucher, coupon, card, badge, document or other form of identification issued for the purpose of allowing the holder to attend or gain access to the relevant entertainment or event.
5. The “face value price” of a ticket means the price recommended by the organiser of the relevant entertainment or event as the price at which the ticket would normally be sold direct to consumers by the Box Office, including any mandatory additions imposed by the organiser such as a “Restoration Levy”. This price will be displayed on the face of the ticket itself and therefore excludes any mark-up or additional charges that may be levied, and excludes any discount or other concession.
6. “Customer” means all persons purchasing tickets or seeking services from Members.



B

STANDARDS OF SERVICE AND INFORMATION

I. GENERAL RULES

- I.1 When dealing with Customers, each Member shall ensure that it handles all enquiries and bookings in a courteous and polite manner. Customers should be made aware of the name of the member of staff dealing with their enquiry, either by the use of name plates, or by clear reference to the member of staff's name or reference number when dealing with telephone enquiries.
- I.2 STAR Members will sell tickets subject to the STAR Model Terms and Conditions for the Sale of Entertainment Tickets and ensure that Customers are properly informed of all relevant Terms and Conditions.
 - I.2.1 Members must comply with all Laws, Regulations and Directives regarding the sale and supply of tickets including, but not limited to, the Consumer Protection Act 1987 and all Regulations made under that Act.
 - I.2.2 Members shall:
 - I.2.2.1 when supplying tickets issued by the event box office or promoter supply a written statement showing the Information;
 - I.2.2.2 when supplying a voucher for tickets or tickets issued by themselves display on the face of the voucher or ticket the Information;
 - I.2.2.3 when selling a ticket by telephone or in person, orally inform the Customer of the Information before taking payment.
 - I.2.2.4 When selling a ticket online, inform the Customer of the Information clearly in the sales process and before the Customer confirms the purchase.
 - I.2.3 "Information" means:
 - I.2.3.1 the Face Value Price (as defined in section A.5); and
 - I.2.3.2 the Total Price; and
 - I.2.3.3 the fact (if it is the case) that the Total Price includes a booking fee and/or service charge.
 - I.2.4 "Total Price" means the Total Price charged per ticket to the Customer including any booking fee, service charge or other charge.
- I.3 Members shall ensure that the terms and conditions attached to tickets are fully explained. Restrictions on transferability should be made clear, as well as any cancellation rights which the Customer may have. In situations where the ticket provides for the use of designated seating or viewing positions, these should be drawn to the Customer's attention, where known to the Member. Where possible a plan of the relevant venue should be used to identify the location of the Customer's seat or position.
 - I.3.1 If the Member has been made aware by the Event Organiser, Venue or Ticket Seller of any obstructed or restricted view or other possible impediment to the Customer's enjoyment of the event relevant to the seat or position being booked by the Customer, the Member should make the Customer aware of this information before the Customer confirms the purchase.



B

STANDARDS OF SERVICE AND INFORMATION

- 1.3.2 Members should make clear to the Customer whether the ticket is for a seated or standing position before the Customer confirms the purchase.
- 1.3.3 If an event for which a Member has sold tickets is cancelled or not performed in full and such cancellation or non-performance leads the Event Promoter to agree that ticket monies should be refunded, the Member shall issue a refund of at least the face value price paid or, if the face value has been reduced by the organiser, the discounted face value price paid, to each customer. The Member shall make its refund policy clear to customers at the time of sale. Nothing in this section shall detract from the duty of members to comply with all Laws, Regulations and Directives.
- 1.4 When dealing with all enquiries, Members should ensure that matters are dealt with promptly, and that where information is to be sent out, this should (barring unforeseen difficulties) be dispatched to the relevant Customer within seven days of such enquiry. Members will also ensure that (where appropriate) tickets and other such documentation are sent to Customers within seven days of receipt by the Member.
- 1.5 Members shall, where reasonably possible, endeavour to meet special requirements of Customers, including advice on the provision of special facilities for the infirm or disabled.
- 1.6 Members will keep records of all bookings and reservations made. STAR recommends that these records are retained for at least six months after the relevant event.
- 1.7 Members must also comply with the British Code of Advertising Practice, the British Code of Sales Promotion Practice (in each case where applicable), and other relevant codes of practice of similar standing.
- 1.8 Members shall abide by the law in relation to the conduct of their business involving the formation of contracts with consumers for the purchase of tickets, in particular the Theft Acts 1968 and 1978, the Offences Against the Person Act 1861 and the Consumer Protection Act 1987. Failure to do so may result in the Sub-Committee taking disciplinary action against the Member as outlined in Section E.
- 1.9 In the case of Travel Affiliates clause 1.2.2-1.2.4 shall not apply and instead Travel Affiliates must in relation to the ticket to be included in the package inform 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 (e.g. top price or second price)
- 1.10 To comply with the general information requirements of the E-commerce Regulations 2002, and the Companies Act 2007, Members who provide online services should make the following information easily available to customers:
- The business' name, geographic address and other contact details including a contact email address
 - Company registration number and registered office address
 - The fact that the company is a member of STAR
 - VAT registration number



STANDARDS OF SERVICE AND INFORMATION

1.10.1 Members should ensure that they include on their website a URL link which will be supplied by STAR and which will help customers verify the Member's current membership of STAR.

1.10.2 Members will not contract with a Customer to supply tickets for events for which tickets have not yet been authorised for sale by the Event Organiser.

1.10.3 Members will not contract with a Customer to sell or resell tickets for which the Member has no known means of supply.

2. TELEPHONE AND ONLINE ENQUIRIES

2.1 Full and associate Members should establish specific procedures when handling telephone and online enquiries, bookings and reservations so as to ensure that Customers are clear as to the services offered and bookings provided. When bookings are made by telephone, the member of staff handling the relevant booking should repeat all of the details in relation to:-

- price;
- date of the relevant performance;
- type of seating or accommodation;
- service charge or booking fee; and
- any special rules or requirements applicable to such a booking prior to terminating the conversation with the Customer. The operator should also make clear whether tickets are to be dispatched by post, or are to be collected at the relevant venue for the performance, or at any other place.

When bookings are made online, Members should ensure that the following information is clearly provided to customers:

- price;
- date of the relevant performance;
- type of seating or accommodation;
- service charge or booking fee
- whether tickets are to be dispatched by post, or are to be collected at the relevant venue for the performance, or at any other place; and
- any special rules or requirements applicable to such a booking prior to confirming the sale and taking payment.

2.2 Travel affiliates should establish specific procedures when handling telephone enquiries, bookings and reservations so as to ensure that Customers are clear as to the services offered and bookings provided. When bookings are made by telephone, the member of staff handling the relevant booking should repeat all details in relation to:-

- date of the relevant performance
- area of the venue to which the ticket applies
- type of seating including an indication of quality by reference to price category (e.g. top price or second price); and
- any special rules or requirements applicable to such a booking
- prior to terminating the conversation with the customer.



STANDARDS OF SERVICE AND INFORMATION

3. DISPATCH OF TICKETS AND DOCUMENTATION

When dispatching ticket documentation, Members should use their best endeavours to ensure that such documentation is correct, and is being sent to the billing address/postal address given by the Customer.

Customers should be made aware of when they might expect to receive delivery of their tickets.

Customers should be made aware if duplicate tickets are not available for events where the original tickets are lost, stolen or damaged.

Members should make clear to Customers what action should be taken should tickets that are being sent in advance of an event fail to be delivered.

4. AFTER-SALES ENQUIRIES

Members should ensure that customers are provided with correct information for making contact in the event of any query after the transaction has been concluded, for instance any special customer service numbers, e-mail addresses, postal addresses etc.

All members should issue the STAR address, e-mail address and phone number whenever requested by a Customer.

5. TRAINING

5.1 Members should ensure that staff receive adequate training and instruction in relation to the procedures and operations set out in this Code.

5.2 Pursuant to the above, Members should ensure that copies of the Code are made available at the Member's head office and at all outlets for the purposes of enquiries from the public, as well as for reference for members of staff.

6. PERMANENT OFFICE ADDRESS

All Members and their respective agents and sub-agents shall operate from within permanent office or retail premises. Members shall provide address details (including any changes of address) in good and timely fashion to the Council and the Council shall record all addresses notified to it in a register maintained for this purpose. The Council will decide whether any particular premises are office or retail premises by asking whether the main use of those premises for town and country planning purposes is a retail or office use.



1. Members shall maintain an adequate system of monitoring queries and complaints from Customers so that appropriate remedial action can be taken.
2. A Customer making a complaint to a Member should identify himself or herself in the same form of name and address as used at the time of purchase of the ticket.
3. If a Customer is dissatisfied with the service provided by a Member the Member shall make every effort to reach a swift settlement of such complaint and shall deal with such a complaint in a polite, courteous and objective manner.
4. All complaints will be dealt with as soon as possible and in any event within 5 working days of the complaint being received. In the event that the complaint cannot be settled between the Customer and the Member within that period, the Member shall promptly report the complaint to the Secretariat in writing. If the reported complaint is subsequently resolved or withdrawn the Member shall inform the Secretariat as soon as reasonably practicable.
5. The Secretariat shall provide conciliation services to the Member and Customer and will endeavour to reach a swift solution to the complaint, which is acceptable to both parties. If such conciliation does not result in a solution satisfactory to both parties the Customer may refer his claim for compensation to the Sub-Committee for arbitration. The decision of the Sub-Committee on such a reference will be binding on both parties and each party shall bear its respective costs in conducting the claim.
6. Members should enable clear and easy access for Customers to information about STAR's role in helping to address unresolved complaints.
7. Members will co-operate fully with local consumer advisers, Trading Standards or any other intermediary consulted by a Customer in respect of any unresolved complaint.



D USE OF THE STAR LOGO AND PROVISION OF INFORMATION ON THE CODE

1.
 - 1.1 All Members shall prominently display STAR's logo visibly at all outlets and in all promotional or advertising material, including websites, controlled by the Member (save for classified advertisements) and shall not act in any manner which might have an adverse effect on the reputation and good name of STAR.
 - 1.2 The use of the STAR logo indicates compliance with the Code, and shall not be misused or misrepresented by any Member, (including assisting a person or firm who is not a Member to use the logo).
2.
 - 2.1 The Secretariat shall operate a telephone advice line between the hours of 10am and 6pm Monday to Friday, to provide general advice on the complaints procedure under the Code and, where appropriate, to assist Customers in obtaining tickets from the theatre or venue, where they have been paid for but not received. The Secretariat shall use all reasonable endeavours to respond to complaints within a timescale appropriate to the nature and circumstances of the complaint.
 - 2.2 Written enquiries may also be made to the Secretariat by Members regarding interpretation or enforcement of this Code. Any such information provided by the Secretariat should only be viewed as general guidance, as decisions on all matters of interpretation rest with the Sub-Committee.
 - 2.3 The Sub-Committee shall issue an annual report on the operation and effectiveness of the Code (including a summary of the complaints referred to the Secretariat), and where appropriate shall issue up-dates or bulletins to take into account changing circumstances or developments.
 - 2.4 In the event that a Member requires a formal guidance note on any matter of this Code, it shall write to the Sub-Committee who may issue a practice note bulletin to all Agents.
 - 2.5 The Council will endeavour to investigate and prevent any unauthorised use of the STAR logo of which it becomes aware.
3. The Council will endeavour to ensure that summaries of the rights, remedies and facilities offered to Customers under this Code are prepared in major European languages and shall seek appropriate publicity for these summaries, including their display at entertainment venues and in tourist literature.



E

PROCEDURES FOR DEALING WITH NON-COMPLIANCE WITH THE CODE

1.
 - 1.1 In the event that any Customer believes that a Member is in breach of any of the terms set out in the Code which applies to that Member and has not received complete satisfaction by virtue of the procedures set out in Section C (if appropriate), a complaint may be made in writing to the Secretariat.
 - 1.2 In the event of a complaint for alleged infringement being received, the Secretariat shall notify the relevant Member of the complaint within seven days of receipt.
 - 1.3 The Member then has a period of fourteen days to make written representations in relation to the complaint.
 - 1.4 The complaint and the Member's response and representations to the complaint will be promptly considered at the next applicable Sub-Committee meeting, which will either make a ruling on the complaint at this point, or seek further information or clarification on any relevant issues, setting out the timetable for such information to be provided, and when final deliberation of the complaint will take place.
 - 1.5 In exceptional circumstances or where very serious breaches of the Code have been alleged, the Sub-Committee may decide to allow oral representations to be made by both the complainant and the Member at a special hearing.
 2.
 - 2.1 In the event that the Sub-Committee decides (upon examination of all the representations) that a Member has breached the Code, or it comes to the attention of the Sub-Committee that a Member has breached the law in connection with the sale of tickets, the Sub-Committee shall have the power to impose one or more of the following disciplinary measures, depending on the severity of the breach in question.
 - (a) A written warning stating that if the breach is repeated the Sub-Committee shall have the power to impose a more serious punishment.
 - (b) A fine based on a percentage of the annual membership fee.
 - (c) Suspension from STAR up to a maximum period of 12 months, during which time the Member will not be permitted to use the STAR logo.
 - (d) Expulsion from STAR.
- Each decision of the Sub-Committee in relation to the investigation of an alleged breach shall be notified to both the Member and to the Customer in writing and shall state the reasons for the Sub-Committee's decision.



E

PROCEDURES FOR DEALING WITH NON-COMPLIANCE WITH THE CODE

- 2.2 Both the Member and Customer shall have 21 days from the date of receipt of the Sub-Committee's notice of decision to appeal to the Council in relation to findings of fact by the Sub-Committee or the Sub-Committee's exercise of its discretionary powers. If the Member or Customer does appeal within that 21 day period, the decision of the Sub-Committee in relation to which the appeal is made shall not take effect unless and to the extent that it is confirmed or varied by the Council. In relation to any such appeal the Council shall be entitled to consider all information submitted to the Sub-Committee in connection with the complaint and to seek further information or clarification on any relevant issue; setting out the timetable for such information to be provided and when the final deliberation of the complaint will take place. Each decision of the Council in relation to an appeal shall be notified to both the Member and to the Customer in writing and shall state the reasons for the Council's decision.
- 2.3 The Office of Fair Trading will be invited to send observers to any meeting of the Secretariat and any meetings of the Council at which appeals are heard.



F

ACCOUNTING STANDARDS

1. All Agents shall ensure that adequate accounting and security arrangements and procedures are put in place when handling deposit monies from Customers. In particular Member Agents agree that all monies received from Customers will, until such time as they are properly required to be passed on to the organiser of the relevant entertainment, or are otherwise properly withdrawn, be safeguarded in one or more of the following ways:-
 - 1.1 by being held in a separate designated “client account” at a reputable bank or building society, and so kept separated from the Agent’s own monies;
 - 1.2 by the Agent maintaining a bond, guarantee or other security in such form and amount as is acceptable to the Council securing the relevant monies;
 - 1.3 by the Agent maintaining insurance cover on such conditions and in such amount as is acceptable to the Council to secure the relevant monies, or against the security provided under paragraph 1.2 above proving to be insufficient;
 - 1.4 by such other means as the Council may approve from time to time.
2.
 - 2.1 The Council will oblige Member Agents to maintain one or more of the security arrangements mentioned in paragraph 1 above.
 - 2.2 The failure of any Agent to comply with Section F will be regarded as a serious breach of the Code, subject to the disciplinary measures set out in paragraph 2 of Section E.
3. If an event is cancelled prior to the event date and the Agent has not been required to pass on or has not in fact transferred the Customers’ monies to the organiser of that event, the Agent will endeavour to refund the Customers’ monies as soon as practicable once tickets have been returned to the Agent. If however the Customers’ monies have been passed on to the event organisers the Agent shall have no obligation to refund the Customers’ monies until such time as the Agent has himself been put in funds to do so by the organiser of the event.



NOTES





SECURE
TICKETS *from*
AUTHORISED
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