

COVID-19: Guidance on refunds and exchanges

Revised version – October 2021

Introduction

In order to build trust and confidence with government and consumers that industry is acting responsibly to manage COVID-19 risks, Members are strongly encouraged to offer consumers flexibility with respect to ticket refunds and exchanges.

The consistent government messaging is for people to get tested and stay at home if feeling unwell. While under Australian Consumer Law, ticket holders would not be entitled to a refund if they are unable to attend an event if they are unwell (no matter the reason), COVID-19 poses significant risks to the general public. Venues and event organisers have a duty of care under WHS laws to provide, as far as reasonably practicable, a safe environment for all.

The pandemic has persisted for over 20 months, with government restrictions varying across the country depending upon levels of community transmission and vaccination rates. From time to time, governments may require mandatory vaccination for patrons and workers in the industry.

This guidance aims to support industry operate and provide as much consistency across the industry as possible when dealing with refunds and exchanges in a COVID-19 environment. However, LPA acknowledges that each organisation will develop its own refunds and exchanges policy that is appropriate for its specific context and government requirements.

Guiding principles

This guidance has been developed with the following principles in mind:

- i. **Safety first:** Events are COVID safe for all workers and audiences and mitigate risks of community transmission to the general public.
- ii. **Two-way trust:** The industry can trust consumers to stay home if unwell with COVID-19 symptoms and consumers can trust the industry to treat them fairly.
- iii. **Positively influence consumer behaviour:** Refund/exchange policies need to positively influence consumer behaviour (i.e. stay home if unwell with COVID-19 symptoms) and not include unnecessary requirements that serve as a disincentive.
- iv. **Supporting industry sustainability:** Refund/exchange policies enable the industry to retain ticket proceeds, wherever possible.
- v. **Evolving:** This guidance will be reviewed and may evolve as government requirements change.

Guidance

Terminology

1. In this guidance, the term 'remedy' refers to **at least one** of the following:
 - **exchange** - a ticket is exchanged for the same production/event on a different date, or to a different production/event. This remedy may be more appropriate for productions/events running for several weeks/months, or for productions/events with new or planned dates in the future, or companies that program multiple productions/events within a season/year.
 - **Credit note/voucher** - the price paid for the ticket is held in credit against the customer's account or is transferred to a voucher for use towards tickets to another production/event by the same presenter. A credit note/voucher should only be offered if the presenter has sufficient productions/events available in the foreseeable future and should provide the customer with a reasonable timeframe to use the credit note/voucher. This remedy may be more appropriate for companies that self-ticket, and may not be appropriate where the venue/ticketing company is acting as an agent.
 - **refund** - the price paid for the ticket is returned to the ticket purchaser.

Consistency

2. For each event, the applicable venue/ticketing agent and presenter should review and discuss their COVID-19 refunds and exchanges policy for consistency.
3. If possible, each venue should have a consistent refunds and exchanges policy for all events at the venue.

Circumstances for remedies

4. Members should encourage ticket holders who are feeling unwell with COVID-19 symptoms to notify the venue/ticketing company as soon as possible. Members should consider offering these ticket holders a remedy.
 - Members may wish to provide a timeframe (e.g. up to X hours prior to the event) for accepting remedy requests.
 - Members may require ticket holders to provide their request for a remedy in writing prior to the event.
 - Members may ask ticket holders to provide supporting medical documentation, where possible. Medical documentation may not be deemed necessary where an exchange or credit/voucher is offered as a remedy.
 - In addition to offering a remedy and if Members can accept donations in accordance with relevant laws, Members may ask whether ticket holders are willing to forgo the remedy and donate the price paid for the ticket. Members must inform ticket holders who will receive the donated amounts.
5. Members should provide a remedy (and should encourage ticket holders to notify the venue/ticketing company as soon as possible) if a ticket holder:
 - is required to self-isolate, quarantine or stay at home (and the event falls within the isolation/quarantine/stay at home period) due to:
 - being a confirmed case of COVID-19; or
 - having close contact with a confirmed case of COVID-19; or

- living in or having been in a high risk area within Australia; or
- having returned from overseas.
- is unable to travel to attend the event due to border closures or local government area lockdowns; or
- has COVID-19 symptoms, has been tested for COVID-19 and is awaiting test results (and the event falls within the period of awaiting test results); or
- is prohibited from attending the event due to not meeting government mandated vaccination requirements which were imposed after the time of sale; or
- does not comply with the venue's or event organiser's condition of entry to be fully vaccinated (and this is not a government mandate) and this condition was not disclosed in the ticket terms and conditions at the time of sale.

A refund should be provided as an option for a remedy if the ticket holder is unable, because of the circumstances referred to in the dot points above, to attend the production/event on an alternate date or attend a different production/event.

Members may require ticket holders to provide their request for a remedy in writing prior to the event.

Members may ask ticket holders to provide supporting medical documentation, where possible. Medical documentation may not be deemed necessary where an exchange or credit/voucher is offered as a remedy.

In addition to offering a remedy and if Members can accept donations in accordance with relevant laws, Members may ask whether ticket holders are willing to forgo the remedy and donate the price paid for the Ticket. Members must inform ticket holders who will receive the donated amounts.

6. Members do not need to provide a remedy if:

- a ticket holder is well and does not wish to attend an event due to fears of exposure to COVID-19, including being exposed to unvaccinated persons; or
- a ticket holder is unwell and does not attend an event (other than due to COVID-19 illness or symptoms); or
- a ticket holder is from a group at a higher risk of COVID-19; or
- a ticket holder is denied entry into the event for reasons which were disclosed to the ticket holder in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing, vaccination (unless legally exempt), or QR check-in requirements (or unwillingness to provide personal contact information when requested); or
- the ticket holder attends the performance and subsequently leaves part way through due to feeling unwell.

Members may wish to provide a discretionary remedy in the above circumstances.

7. Members could consider maintaining a waitlist of customers to whom tickets can be offered if they become available.

8. Remedies do not need to be extended to other members of a group booking if they do not fall within the categories set out in section 5.
9. Members are not obliged to offer remedies to ticket holders who purchased tickets on the secondary ticket market (unless the ticket was purchased from a resale platform operated by the Member).

Live streamed events

10. Some Members may present live events to both live and online audiences. If a ticket holder has bought a ticket to attend in person and cannot subsequently attend due to falling into one of the categories set out in section 5, an additional remedy could be attending as an online audience member.
11. If an event is originally offered only as a live experience and subsequently is offered as a live streamed performance, a full refund must be offered as one of the remedies.

Government directed closures/restrictions

12. If an event is cancelled or rescheduled due to government directives, Members must comply with the ticket terms and conditions applicable at the time of ticket purchase.
13. If an event is required to reduce capacity due to government directives, Members must comply with the ticket terms and conditions applicable at the time of ticket purchase.
14. In addition, if Members can accept donations in accordance with relevant laws, Members may ask whether ticket holders are willing to donate the price paid for the Ticket. Members must inform ticket holders who will receive the donated amounts.

Audience communications

15. Members may wish to update their ticket terms and conditions to ensure they clearly inform consumers how various COVID-19 issues are dealt with, or publish their COVID-19 refund/exchange policy.
16. Members should communicate with consumers before the event outlining:
 - measures for presenting a COVID safe event;
 - expectations that consumers will only attend the event if feeling well (i.e. not displaying COVID-19 symptoms or required by government health directions to quarantine/self-isolate/stay at home); and
 - any mandatory government requirements which may be in effect at the time.

Expiry

17. This guidance sunsets on 31 March 2022 and may be extended (after being reviewed) depending upon levels of active COVID-19 cases in the community and government directions at the time.