

National Folk Festival

REFUND POLICY

POLICY NO: 15

Policy Type:	Organisational
Contact Officer:	Festival Director, Chair of the Board
Application of this Policy:	This policy applies to any person seeking a refund of their ticketing costs.
Date Approved by Board:	8 August 2017
Date of Next Review:	November 2020
Related Policies:	Volunteer Policy #19
Forms:	Ticket Refund Application form

1. Definitions

Board – the Board of Directors of the Organisation serving from time to time.

Festival – the National Folk Festival held annually at Easter at Exhibition Park Canberra (EPC).

Organisation – National Folk Festival Ltd (ACN 058 761 274).

Performer – a person engaged by the Organisation to be part of the program for a Festival.
Performer remuneration may be by way of a complimentary ticket, a contract payment or a combination of both.

Public Fund – the account to which donations from the public to the Organisation are credited, the Organisation being a Designated Gift Recipient. Donations of \$2 or greater are tax deductible.

Ticket – a ticket pre purchased through the Festival's online ticketing system or a printed Festival receipt issued when a Gate ticket is purchased.

Volunteer – An unpaid worker who gives their time, experience and skills to support the National Folk Festival or the Organisation and does not expect nor demand remuneration in return.

2. Application

2.1 This policy applies to any person who has purchased a ticket for a particular Festival.

3. General Policy Statement

3.1 All tickets are subject to the Ticket Terms and Conditions set out in full on the Organisation's website.

3.2 National Folk Festival Ltd is a not for profit Organisation whose main purpose is to present

the Festival each year. To enable maximum attendance the majority of tickets are priced at less than what it costs per person to run the Festival. This pricing structure means that it is very difficult to offer refunds.

- 3.3 Subject to the exceptions set out in this policy, the general policy is that tickets purchased are non refundable.

Transfer of ticket

- 3.4 A pre purchased ticket issued has the name of the ticket holder printed on the ticket and identification is required when presenting a ticket for processing at the Festival in order to receive a wristband and gain entry to the Festival.
- 3.5 A person who has pre purchased a ticket to a Festival and for any reason is unable to use that ticket may transfer the ticket to another person.
- 3.6 A ticket can be transferred to another person if the Organisation is contacted at tickets@folkfestival.org.au in advance of the Festival by the date specified on the ticket and full details of the ticket purchase, transferor and transferee are provided.
- 3.7 After the non-transferable date specified on the ticket, there is no guarantee that the ticket can be transferred and this policy concerning refunds would apply.

No refunds

- 3.8 The 'no refund' policy will be more strictly applied in relation to tickets purchased at the Gate and once a pre purchased ticket has been redeemed for a wristband at the Festival. An application for a refund in relation to a ticket once a ticket holder has a wristband would only be considered in exceptional circumstances.
- 3.9 A refund will not be approved in the following circumstances:
- change of mind re attending (this applies whether you do not attend the Festival at all or leave after being issued with a wristband for the Festival)
 - the ticket holder attended the Festival but was dissatisfied for some reason (for example, changes to the Festival program)
 - the ticket holder is refused entry to or evicted from the Festival under the Ticket Terms and Conditions
 - purchase of the wrong Ticket type (in this circumstance, the Festival should be contacted in advance of the Festival as an upgrade or other change of a Ticket may be possible)
 - if the Ticket was received as a VIP or in another complimentary category
 - if the Ticket was received as a gift and attendance was not possible,
 - if the Organisation has no record of purchase of the Ticket by the person applying for the refund.

- 3.10 If a refund is approved under this policy, a refund is only possible for the ticket price paid. Unless charged in error, no refund will be made for the booking fee (which is paid to the ticketing provider) and any credit card fee (which is paid to the bank) associated with the ticket purchase.

Refunds concerning volunteers, performers and supplier mistakes

- 3.11 Refunds are usually made in the following circumstances:

3.11.1 Volunteers

A person who has purchased a ticket for a Festival prior to registering to be a volunteer for the particular Festival will be eligible for a refund after performing the required hours

or more of volunteer service for the Organisation. Applications MUST be accompanied by the ticket purchase receipt in the volunteer's name and the person's Volunteer Timesheet.

3.11.2 Performers

Some performers may have purchased a ticket prior to being notified of their engagement as a performer for the same Festival. If performer status is confirmed by the Festival Director, a refund will normally be made. Applications MUST be accompanied by the ticket purchase receipt in the performer's name.

3.11.3 Supplier Mistakes

If the Organisation or its agent has made a mistake in ticketing a refund will normally be made. If a ticket purchaser believes a mistake has been made an application for a refund MUST be accompanied by the ticket purchase receipt in the person's name and a Statutory Declaration outlining the cause of the problem or alleged mistake.

Refunds or Credit notes on Compassionate Grounds

3.12 The Organisation is not required under Australian Consumer Law to provide a refund where a person who has a ticket issued in their name is unable to attend the Festival to which that ticket relates for reasons including:

- illness of that person, another person accompanying you to the event or another person for whom you need to care or
- transport failure or delay.

3.13 Notwithstanding clause 3.12, an application for a refund may be made under clause 3.18 and a refund may be approved on compassionate grounds when unforeseen circumstances such as injury, illness, family bereavement or misadventure render a person who has pre-purchased a ticket unable to attend the Festival.

3.14 As a general rule, the earlier an Application is made after the unforeseen circumstances, the greater the likelihood a refund will be approved.

3.15 Except for refunds made under clause 3.11, an administration fee of \$25 inclusive of GST per application will be deducted for any refund approved. The Organisation may waive all or part of this fee if the grounds of the application warrant a reduction or waiver.

3.16 If the Organisation determines that compassionate grounds justifying a refund exist, the person who applied for the refund can choose to accept a credit note instead of a refund. A credit note is credit in the name of the ticket purchaser to the value of the refund approved that can be put towards the purchase of a ticket for the Festival the year following. The Organisation will maintain a record of the credit note and the credit note holder will need to contact the Organisation at tickets@folkfestival.org.au when ticket sales open to arrange the ticket purchase factoring in the credit note amount.

Donation where no refund applies

3.17 If a refund application is not approved or the request is in relation to circumstances for which the Festival does not provide refunds as listed above, the applicant may ask for the ticket price (less booking and credit card fees) to be donated to the Public Fund. A tax deductible receipt will be provided for such donations.

Process for seeking a refund

3.18 In order for a refund to be processed the Organisation must receive the following items by

email or post within 28 days of the completion of the relevant Festival:

- Ticket Refund Application form with all fields completed
- a copy of the ticket purchase receipt in the applicant's name
- any relevant supporting documentation
- in the case of applications made on compassionate grounds, a statement of the circumstances and relevant supporting documentation such as
 - medical or death certificate
 - Police Report.

Confirmation of receipt of a refund application is only possible if items are received by email or registered post.

- 3.19 The Organisation will not consider a Ticket Refund Application if it is received after 28 days of the completion of the relevant Festival.
- 3.20 An Application for a refund under clause 3.11 may be approved by the Festival Director or Office & Special Events Manager.
- 3.21 An Application for a refund under clause 3.13 must be supported and approved by two of the following: the Chair or Vice-Chair of the Board, Festival Director or the Office & Special Events Manager.
- 3.22 A decision on a Ticket Refund Application must be made and the applicant advised of the outcome in writing by email or letter by 31 May following the relevant Festival and any refund approved paid by 30 June of the same year.

4. Responsibility

- 4.1 The Board has established this policy.
- 4.2 The Board, Festival Director, Office & Special Events Manager are responsible for the implementation of this policy.
- 4.3 The policy will be reviewed in line with Board Policy Review requirements or as needed.