



ACTING AS TICKETING AGENT - Ticketing Agreement

July 2011 to June 2012

Contractor Name:

Event Name:

Date:



ticket sales: ph: 1300 855 835 • www.ticketlink.com.au

located: at the Cairns Civic Theatre • cnr florence & sheridan sts cairns

open: monday - friday 8am - 6pm • saturday 9am - 1pm



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EVENT AGREEMENT made the day of 2011

BETWEEN

Name

CAIRNS REGIONAL COUNCIL ABN 24 310 025 910
(called 'ticketLiNK')

Address

PO Box 359 Cairns Qld 4870

Contact

Phone

+61 7 4031 7597

AND

Name

(called 'the Contractor')

ABN

Address

Contact

Phone

Fax

Email

ticketLiNK and the Contractor agree as follows:

1. INFORMATION SCHEDULE

1.1 The Contractor will accurately complete and return to ticketLiNK the Information Schedule attached to this Agreement at least 5 working days prior to the date on which tickets to the event are to first go on sale.

2. AGREEMENT

2.1 In consideration of the Contractor paying the fees referred to in clauses 3 and 4 to ticketLiNK, ticketLiNK will:

- (a) produce the required number of tickets for the event held for which tickets are required;
- (b) sell tickets for the event held to the public for the Contractor; and
- (c) account to the Contractor for the moneys received by ticketLiNK following the sale of the tickets and deduct the fees payable to ticketLiNK under this Agreement from those monies.



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3. CONSIDERATION

3.1 The Contractor will pay the following fees to ticketLiNK: (Please note: all fees shall include GST).

Type of Fee	Fee	Unit
Event Administration Fee When tickets are sold by ticketLiNK	\$130.00	per event
Performance Creation Fee For ticket design and seating plan for event for the time spent by ticketLiNK designing the tickets and the seating plan according to details supplied in the Information Schedule	\$60.00 \$30.00	1 st performance. 2 nd & subsequent performances
Performance Alteration Fee For any alterations which ticketLiNK has to make to the design or wording of the tickets made by the Contractor for the time spent altering the design or wording of the tickets or design of the seating plan	\$60.00	per hour
Complimentary Ticket Fee For the dispersal of free or complimentary tickets. Individual Issue Bulk Issue, 20 & over per transaction	\$2.15 \$1.35	per free ticket
Bulk Ticket Stock Fee Printing tickets for distribution at another venue: 1-300 tickets 300-600 tickets 601 and over	\$1.00 \$0.75 \$0.50	Per ticket
Merchant Fee Charged by ticketLiNK where the ticket is purchased through ticketLiNK's EFT service	3.25% of selling price	Per EFT sales
Non-routine Postage/ Courier Charges Incurred by ticketLiNK in delivering tickets to other selling agents and for other purposes.	Actual charges incurred	per delivery
Ticket Seller Fee To provide box office staff at an event, by prior arrangement and subject to the venue meeting the requirements of the Cairns Regional Council's Workplace Health & Safety Act <i>Note: for all staff double time is payable after twelve hours for any one employee and hours worked between midnight and 8.00am and all day Sundays. Double time and a half is payable on Public Holidays with a MIMIMUM call of four hours</i>	\$44.00	per person, per hour <i>Min call 3 hours per person</i>



4. COMMISSION

4.1 ticketLiNK will add the following fees called "Ticket Commission" to the Contractor's ticket price, including GST for every ticket to the event that is sold by ticketLiNK:

Ticket Price	Additional ticketLiNK Fee	Unit
\$0.01 - \$15.00	\$2.15	per ticket on ticket prices
\$15.01 - \$45.00	\$3.20	per ticket on ticket prices
\$45.01 - \$70.00	\$4.25	per ticket on ticket prices
\$70.01 and over	\$4.80	per ticket on ticket prices

4.2 Ticket purchasers will incur a non-refundable handling fee for tickets purchased by phone, facsimile or mail from ticketLiNK, via the Internet, or at a ticketLiNK Agency.

5. CANCELLATIONS

5.1 Where an event, or part of any event, is cancelled, the Contractor must Immediately advise ticketLiNK in writing.

5.2 Where an event, or part of any event, is cancelled, the Contractor will be liable to pay to ticketLiNK the fees and commission referred to in clauses 3 and 4.

5.3 In the event of any cancellation of all or part of the event, the contractor shall promptly advertise effectively to the general public its policy and procedures on refunds to ticket holders.

6. REFUNDS

6.1 In the case of any cancellation of all or part of the event, ticketLiNK agrees to make refunds of the sale price of the tickets, for which the Contractor will pay a fee equivalent to, and in addition to, the applicable ticket commission (called a "cancellation fee") for each ticket to the event refunded by ticketLiNK, provided that:

- (i) total receipts for the cancelled event are available for that purpose, or sufficient funds are made available by the Contractor. Refunds will only be made to ticket purchasers who return tickets to their original point-of-purchase. Refunds will not be available until the date five (5) working days from the date that written notice of the cancellation of the event is received by ticketLiNK from the Contractor.

6. REFUNDS continued

Refunds will be made for a period of thirty (30) days from the date that written notice of the cancellation of the event is received by ticketLiNK from the Contractor, after which time the Contractor shall be solely responsible for making any further refunds. Upon expiration of said thirty (30) day period, any amounts remaining from the total receipts for the cancelled event, less all amounts due to ticketLiNK from the Contractor, shall be remitted to the Contractor and the Contractor shall henceforth be solely responsible for making further refunds. ticketLiNK will not be liable for any refunds that might arise or be made after the expiration of the refund period.

- 6.2 Where it is unreasonable to expect ticket purchasers to attend an event due to exceptional circumstances, including force majeure events, ticketLiNK may at its discretion refund their ticket/s, with the ticket purchaser incurring any applicable ticketLiNK charges.

7. OTHER REQUIREMENTS


- 7.1 The Contractor will ensure that the information supplied to ticketLiNK in the Information Schedule for the event is accurate in all respects.
- 7.2 The Contractor hereby agrees and warrants that it shall be responsible for all GST applicable to the ticket price of tickets for the Contractor's event. The Contractor acknowledges that ticketLiNK is acting as an agent only and accordingly, collection and remittance of all GST is the responsibility of the Contractor. ticketLiNK will be responsible only for taxes relating to the ticket commission component of sale price of the ticket, retained by ticketLiNK.
- 7.3 It is the responsibility of the Contractor to advise ticketLiNK in writing of any requirement to add GST to the ticket price. In the absence of such written notice, ticketLiNK will assume that all prices are inclusive of all such tax.
- 7.4 The Contractor will ensure that the advertised ticket prices
- (a) are inclusive of any ticket commission, including GST, payable to ticketLiNK under this Agreement; or
 - (b) that do not include ticket commission are followed by the words "plus booking fees".

OTHER REQUIREMENTS continued

- 7.5 It is the responsibility of the contractor to provide written notice to ticketLiNK if the Contractor is not registered for GST and/or does not have an ABN and therefore that the ticket price of tickets does not include a GST component.
- 7.6 The tickets produced by ticketLiNK may be generated through the use of computers and may contain a security measure consisting of an overlay on the back of each ticket visible only under ultra-violet light.
- 7.7 ticketLiNK may terminate this Agreement without incurring any liability to the Contractor and may terminate the sale of tickets for the event where:
- (a) ticketLiNK becomes aware of involvement by the Contractor or its agents in any unlawful practice;
 - (b) the Contractor or promoter or performer of an event is made bankrupt, is insolvent, is placed into liquidation or is wound up;
 - (c) it becomes reasonably apparent to ticketLiNK that the staging of an event or events generally can not or will not proceed.

8. SALE OF TICKETS

- 8.1 ticketLiNK may sell the tickets for the event at ticketLiNK outlets, through the use of ticketLiNK's "dial'n'charge" service and internet ticket sales service.
- 8.2 ticketLiNK may engage other entities in other towns and locations to act as its agents in selling tickets for events.
- 8.3 The Contractor and its agents will be responsible for all aspects of promotion and advertising of the event.
- 8.4 ticketLiNK may elect to display advertising or promotional material for the event in its offices where details of that material have been nominated in the Information Schedule.
- 8.5 The Contractor shall, in all advertising or other promotional material that it creates, causes to be produced, controls or recommends, including advertising or promotional material for the event should include the following information:

"Book through  Phone 1300 855 835 or online at www.ticketlink.com.au and ticketLiNK Agents (where an additional fee may apply)".



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8.6 The Contractor and its agents shall ensure that the ticketLiNK Logo used in all printed advertising or promotional material created for events at the Tanks Arts Centre is the current ticketLiNK Logo.

9. ACCOUNTING

9.1 The Contractor may obtain details of tickets sold by ticketLiNK in advance of the event by making a telephone inquiry to ticketLiNK during office hours prior to the event and/or by a request in writing to receive, by facsimile, regular details of tickets sold.

9.2 Within 10 working days from the staging of the event, or where more than one performance of the event, within 10 working days of the date on which the final performance finishes, ticketLiNK will pay to the Contractor the balance amount calculated as follows:

$$(X - Y) - Z = A$$

Where: **X** is the total amount received by ticketLiNK from the sale of the tickets or its agents for the event

Y is the total amount of all fees and commission payable by the Contractor to ticketLiNK under this agreement.

Z is the amount of any pre-payment made by ticketLiNK to the Contractor for the event.

A is the balance amount payable by ticketLiNK to the Contractor in final settlement.

9.3 If GST is payable in respect of any of the monies paid under this agreement, then:-

(a) Before or at the time the fees are due to be paid ticketLiNK shall provide a Tax Invoice to the Contractor that complies in all respects with the A New Tax System (Goods and Services Tax) Act 1999.

(b) In the event of any refund or adjustment being made between the parties (including, but not limited to any refund under Clause 6 of this Agreement) for any fees paid under this Agreement, the parties shall make a corresponding refund or adjustment to the GST paid to the other party in respect of those fees.

9.4 The amount of any advance payment and final settlement of the event will be paid by way of cheque made payable to the Contractor.

9. ACCOUNTING continued

- 9.5 Advance payments for an event may be paid to the Contractor upon a request in writing.
- 9.6 The amount of any advance payment will be 75% of the proceeds of the sale of tickets to the event received up until the close of business 2 full working days prior to the day of the final performance of the event, less the total amount of all fees and taxes payable at that time by the Contractor to ticketLiNK under this agreement.
- 9.7 The amount of any advance payment for the event will be calculated using the formula set out in clause 9.2 with any necessary modification.
- 9.8 ticketLiNK will not release any advance payment to the Contractor for an event before the successful conclusion of the said event.
- 9.9 Each and every advance payment will incur a fee (called an Advance Cheque Fee) of \$50.00 including GST per cheque.

10. GENERAL PROVISIONS

- 10.1 ticketLiNK may assign this Agreement and all of its benefits and entitlements under this Agreement to a third party.
- 10.2 The Contractor warrants that all of the information contained in the Information Schedule and any other information supplied to ticketLiNK is, in every respect, correct. Where ticketLiNK itself sustains loss or damage because the information supplied is incorrect, the Contractor will pay to ticketLiNK a sum equivalent to or in compensation for that loss and damage.
- 10.3 The Contractor indemnifies ticketLiNK in respect of all liability, claims or demands which ticketLiNK may sustain and which arise directly or indirectly out of any error or inaccuracy in the information supplied by the Contractor to ticketLiNK in the Information Schedule or otherwise.
- 10.4 All dealings relating to the operation of this Agreement and the sale of tickets to the event will be conducted between ticketLiNK and the Contractor and at no time will ticketLiNK be required to deal with third parties.
- 10.5 "Personal information (as defined in the Privacy Act 1988 (Cth) of purchases of the tickets collected by ticketLiNK shall remain the property of ticketLiNK and shall not be disclosed to the Contractor".



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11. SPONSORSHIP

11.1 ticketLiNK will sponsor Cairns Festival to the amount of \$10,000.00 (Ten thousand dollars).

11.2 This amount will be deducted at final reconciliation from any amounts Cairns Festival owes ticketLiNK for providing ticketing services for the following events.

11.3 This sponsorship does not include the cost of providing ticketLiNK staff at festival venues for onsite ticketing.

12 PAYMENT OF MONIES

Please indicate how you would like to receive payment from ticketLiNK

By Cheque or by Direct Debit to a Bank Account

If you would like to receive payment by cheque, would you like to:

Collect the cheque from ticketLiNK

Have the cheque mailed to you

If you would like the cheque mailed to an alternate address to the address shown in this contract, please give details below

If you would like to receive payment by Direct Debit to your bank account, please provide ticketLiNK with the following information written on your letterhead:

- § Name of Bank
- § Account Name
- § BSB
- § Account Number



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EXECUTED ASS AN AGREEMENT

Signed for and on behalf of who has delegated authority to sign this Agreement on the Contractor's Behalf:

Signature.....

Name.....
(please print)

Witness:

Signature.....

Name.....
(please print)

Signed for and on behalf of:

CAIRNS REGIONAL COUNCIL who has delegated authority to sign this Agreement on Council's Behalf.

Signature.....

Name.....
(please print)

Witness:

:

Signature.....

Name.....
(please print)



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INFORMATION SCHEDULE - to be completed for each event

GENERAL INFORMATION

- 1 Set out full details of the event to be held. Please attach any additional information that may assist ticketLiNK to staff fully understand the event. (Attach additional information).

- 2 Set out full details of the venue at which the event is to be held. (Attach additional information).

- 3 Set out details of ticket header requirements, excluding venue details.

- 4 The event will feature the following support act (if applicable).

5. Event Running Schedule

Event/Performance*	Day	Date	Venue Opening Time	Start Time	Approximate finish time

* If your event has multiple acts/performers, please attach a separate sheet with the running order.

6 Will alcohol be sold at the event?

YES
 NO

7 If alcohol will not be sold, will soft drinks and water be available for purchase?

YES
 NO

8 Can patrons take their own drinks to the event?

YES
 NO

9 If Yes, please state below types of drinks that will be allowed

10 Will food be sold at the event?

YES
 NO

11 If food will be sold, please describe below the type of food that will be available for purchase e.g. Snack food (Chips, Chocolate) Hot Food, Full Meals etc.

12 Is food/drink included in the ticket price?

YES NO

If Yes, please describe below the type of food/drink that is included in the ticket price

13 Can patrons take their own food to the event?

YES NO

If yes, please describe below the type of food that will be allowed and any applicable restrictions e.g. No Eskies, No Glass, No Knives etc.

14 In the case of General Admission events, can patrons bring their own seating into the venue for the event?

YES NO



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15 Will there be a disabled area allocated at the venue for the event?

YES NO

16 Is it requested that ticketLiNK display promotional material in its offices for the event?

YES NO

If yes, provide details of promotional material including dimensions of any signage.

TICKETING

1 Date for opening ticket sales*:

*ticketLiNK requires a minimum of five (5) working days from receipt of the signed contract to on sale date.

2. Total number of tickets to be dispersed (capacity). If your event goes over two or more sessions or days, please note the capacity for each session/day

Venue	Date	Total Capacity

3 Are tickets reserved/ unreserved? (For Reserved seating please attach appropriate seating plan).

RESERVED UNRESERVED



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4. Number of promoters/house seats to be held.
(Request/s for dispersal of these tickets will be required in writing.)

Day/Date	Number of Tickets Required

5. Does your event require allocated seating at tables?

YES NO

If yes, please list below the number of tables and the number of seats per table

Number of tables	
Number of seats per table	

ticketLiNK will require a floor plan of the venue showing the table layout.

6. Are refunds permitted?

YES NO IN SOME CIRCUMSTANCES

Please give details below of any restriction on refunds

7. Will you honour the State Government Companion Card for your event?
Information about the Companion Card scheme can be found at
<http://www.qld.gov.au/disability/out-and-about/companion-cards/>

YES NO



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8. Tickets can be supplied for sale by other selling agents, apart from ticketLiNK agents. (Please refer to “Consideration” for applicable charges.) These tickets will be available for collection at the ticketLiNK office located at the Cairns Civic Theatre, Florence Street, Cairns.

Details of tickets to be allocated to other selling agents:

Agent (name and address) stated below.	Number of Tickets

- 9 Tickets to be collected by Agent?

YES NO

- 10 If yes, please specify when tickets will be collected:

- 11 If yes, please specify who will collect (identification will be required):

- 12 If No, please specify method of delivery:

Tickets can be supplied for sale at the venue. (Please refer to “Consideration” for applicable charges.) These tickets will be available for collection at the ticketLiNK office at the Cairns Civic Theatre, Florence Street, Cairns, half an hour prior to close of business on the date of the event or on the previous working day to the event, should the event fall on a non-working day.



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13 Do you want unsold tickets to be supplied for sale at the venue?

 YES NO

Personnel can be supplied to sell tickets at the event. (Please refer to "Consideration" for applicable charges.)

14 Do you wish ticketLiNK to supply box office personnel at your event?

 YES NO

15 If Yes, please advise: No of Staff

Start Time

Finish Time



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TICKET PRICING

Ticket Commission Fees

- Total of ticket selling price*\$70.01 & over = \$4.80 commission
- Total of ticket selling price*\$45.01 - \$70.00 = \$4.25 commission
- Total of ticket selling price*\$15.01 - \$45.00 = \$3.20 commission
- Total of ticket selling price*\$0.01 - \$15.00 = \$2.15 commission

* The **ticket selling price** is the total of the event promoter's ticket price plus the ticket commission.
 For example, if the event promoters ticket price is \$20, the ticket selling price would be \$20 plus \$3.15 ticket commission = **ticket selling price of \$23.15**

Ticket Type	Selling Price 1	Selling Price 2 If applicable. Please specify dates/times on the line below _____	Selling Price 3 If applicable. Please specify dates/times on the line below _____
Adult	\$	\$	\$
Concession All Government Benefit Card Holders including Health Care Card Holders	\$	\$	\$
Senior Card Holder	\$	\$	\$
Aged Pensioner	\$	\$	
Disability Pensioner	\$	\$	\$
Student (please state ages) Minimum Maximum.....	\$	\$	\$
Youth (please state ages) Minimum Maximum.....	\$	\$	\$

SHOW RATINGS

In order for us to better inform our patrons about the performance, could you please complete the following ratings classifications by ticking the relevant boxes? Please also indicate the reasons for the rating, eg. course language, violence etc.

- G For General Exhibition**
Suitable for people of all ages. Parents can feel confident knowing that children can watch the performance by themselves without being harmed or distressed. May have mild swear words and contain discreet verbal references to sex. Violence minimal and mild.
- PG Parental Guidance Recommended for Persons Under 15 Years**
It is up to parents to provide guidance. Includes scenes with:
 - mild course language
 - mild depictions of violence in a stylised, theatrical or historical way
 - discreet visual depictions or references to sex
 - some partial nudity
- M 15+ Recommended for Mature Audiences 15 Years and Over**
Themes and content could harm or offend those under 15 years. Contains scenes with:
 - course language
 - realistic violence of medium intensity shown
 - sexual activity, including intercourse implied or simulated
 - nudity
- MA 15+ Restrictions Apply to Persons Under the Age of 15 Years**
May contain course language or depictions of sex or violence or any combination of elements like to disturb, harm or offend those under 15 years.
 - crude language
 - sexual intercourse or other sexual activity implied or simulated
 - realistic violence of medium intensity depicted
 - drug use depicted, but not in an advocacy manner
 - nudity
- R 18+ Restricted to Adults 18 Years and Over**
Unsuitable for children by law. Restricted to adults 18 years and over.
 - coarse language
 - highly realistic and explicit violence - relished or cruel
 - simulated sexual acts
 - nudity



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MARKETING YOUR EVENT - NO ADDITIONAL COST

ticketLiNK Website

If you are using ticketLiNK to ticket your event, we will upload a dedicated event page for you on the ticketLiNK website. However, before this page can be published, we will need an **event synopsis** and an **image** from you. We would appreciate it if this image could be in portrait, not landscape, layout and roughly the proportions of an A4 sheet of paper.

Inclusion in 'theLiNK'

Your event will also be included free of charge in 'theLiNK', ticketLiNK's bimonthly full colour entertainment guide. There are strict deadlines on copy for this publication, and again we will need a signed contract with your event details, a synopsis and an image by the due date. If you are considering using ticketLiNK to ticket your event, please check this deadline as soon as possible to avoid disappointment.

Flyers

ticketLiNK sells tickets to a very large number of events and performances. A high percentage of these tickets are purchased online or over the telephone, and the tickets are mailed out to customers. If you can provide ticketLiNK with DL size flyers of your event, we will include these flyers with tickets that are mailed out for other events.

Posters

ticketLiNK can display posters of your event in the foyer of the Cairns Civic Theatre. Posters are also sent to our agencies in Atherton, Mareeba, Innisfail and Babinda.

MARKETING YOUR EVENT – ADDITIONAL COST

ticketLiNK has a large data base of customers who have attended an extensive range of events and performances from theatre, music, comedy and children's shows to sport, presentations, dinners and festivals . For a small additional charge, ticketlink can arrange to send an email and/or letter & flyer to a targeted section of our data base. For example if you are holding a classical music event, we can target customers who have attended classical music events in the past. Alternately we can email details of your event to our email database. We can also arrange poster distribution for you. Please refer to the charges below:

Target Market Mailing: including envelope, insertion & postage	\$1.70 per envelope
Targeted Email Distribution	\$0.55 per email
Email Distribution to Full Email List	\$260.00
Poster Distribution: All event details included on poster	\$1.50 per poster
Poster Distribution: Details required to be attached	\$1.70 per poster

MARKETING YOUR EVENT – ADDITIONAL COST CONT.



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Although you will receive a free entry in *'theLiNK'* you can also purchase a full page advertisement in the printed publication, or a featured listing in the ticketLiNK e-newsletter. Please refer to the charges below:

Full Page Advertisement in <i>'theLiNK'</i>	\$450.00
Featured Listing in E-Newsletter	\$210.00