



ACTING AS TICKETING AGENT - TICKETING AGREEMENT

July 2018 to June 2019

Contractor Name:
Event Name:
Event Date:



TICKET SALES: PH: 1300 855 835 | www.ticketlink.com.au

OPEN: MONDAY TO FRIDAY 9.00AM - 5.00PM | SATURDAY 8.30AM - 1.00PM

EVENT AGREEMENT made the day of 2018/2019

BETWEEN

Name	Cairns Regional Council (called 'Ticketlink')
ABN	24 310 025 910
Address	PO Box 359 Cairns Qld 4870
Contact	Vivien Richards
Phone	+61 7 4050 7751 or 0417 075 969
Email	ticketing@ticketlink.com.au

AND

Name	<input type="text"/> (called 'the Contractor')
ABN	<input type="text"/>
Address	<input type="text"/>
Contact	<input type="text"/>
Phone	<input type="text"/>
Mobile	<input type="text"/>
Email	<input type="text"/>

Terms and Conditions

1. Information Schedule

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

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

- (i) produce the required number of tickets for the event held for which tickets are required;
- (ii) sell tickets for the event held to the public for the Contractor; and
- (iii) 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.

3. Consideration

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

Event Creation Fee	\$71.00 per event
Performance Creation Fee (1 st performance free of charge)	\$36.00 per performance
Performance Alteration Fee For any alterations which Ticketlink has to make to the event or ticket design after the event has been added to the ticketing system and website	\$71.00 per hour
Complimentary Ticket Fee For the dispersal of free or complimentary tickets.	\$2.10 per ticket per individual issue \$1.70 per ticket per bulk issue, 20+ tickets per transaction
Bulk Ticket Stock Fee Printing tickets for sale or distribution by an agent other than Ticketlink.	\$1.10 per ticket 1-300 tickets \$0.90 per tickets 300-600 tickets \$0.70 per ticket 601+ tickets

Ticket Seller Fee

Ticketlink can provide box office staff at an event, by prior arrangements and subject to the venue meeting the requirements of the Cairns Regional Council's Workplace Health & Safety Act. The cost for this service is \$51.30 per person per hour. There is a minimum call of three (3) hours, and a minimum of two (2) staff per event. (Minimum charge 6 hours in total).

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 minimum call of four hours

4. Commission

Ticketlink charges a commission through an "Inside Booking Fee" which is added to the Contractor's ticket price for every ticket to the event that is sold by Ticketlink.

A minimum commission of \$550 including GST is required at the reconciliation of sales. If this minimum commission is not achieved, an invoice for the balance will be issued to the contractor.

Type of Event	Inside Booking Fee (inc GST)
General Admission	\$2.10 per ticket
Allocated Seating	\$3.50 per ticket
Mix Allocated & GA	\$3.50 per ticket

This Inside Booking Fee is to be included in the 'on sale' published ticket price.

5. Cancellations

- (i) Where an event, or part of any event, is cancelled, the Contractor must immediately advise Ticketlink in writing.
- (ii) 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.
- (iii) 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

- (i) 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:
 - a) 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.
 - b) 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.
- (ii) 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.


- (iv) The Contractor will ensure that the advertised ticket prices
 - a) are inclusive of any ticket commission (inside charges), including GST, payable to Ticketlink under this Agreement; and
 - b) are advertised including booking fee of 5% capped at \$2. (The booking fee is in addition to the inside fee)
 - e.g. Ticket Price of \$20 (including Inside fee) would incur a booking fee of \$1. ticket prices should be advertised as:
\$21 incl. book/fee
- (v) 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.
- (vi) 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.
- (vii) 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 cannot or will not proceed.

7. Other Requirements

- (i) The Contractor will ensure that the information supplied to Ticketlink in the Information Schedule for the event is accurate in all respects.
- (ii) 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.
- (iii) 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.

8. Sale of Tickets

- (i) Ticketlink may sell the tickets for the event at Ticketlink outlets, through the use of Ticketlink's telephone booking service and internet ticket sales service.
- (ii) Ticketlink may engage other entities in other towns and locations to act as its agents in selling tickets for events.
- (iii) The Contractor and its agents will be responsible for all aspects of promotion and advertising of the event.
- (iv) 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.

- (v) 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 must include the following information:
 "Book through  Phone 1300 855 835 or online at www.ticketlink.com.au and Ticketlink Agents.

- (v) Advance payments for an event may be paid to the Contractor upon a request in writing.

- (vi) 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 5 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.

- (vii) 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

- (viii) Ticketlink will not release any advance payment to the Contractor for an event before the successful conclusion of the said event.

- (ix) Each and every advance payment will incur a fee of \$52.00 including GST per payment

9. Accounting

- (i) 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.
- (ii) 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.

- (iii) 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) (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.
- (iv) The amount of any advance payment and final settlement of the event will be paid by bank transfer into the Contractor's bank account.

10. GENERAL PROVISIONS

- (i) Ticketlink may assign this Agreement and all of its benefits and entitlements under this Agreement to a third party.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) "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".

11. Payment of Monies

Payment will be made by EFT. Please complete the details below in full.

By EFT Bank Account Details

Account Name			
Bank		Branch	
BSB		Account	

Remittance Advices

Please show your preference for receipt of remittance advices

Email	<input type="checkbox"/>	Email Address	
Mail	<input type="checkbox"/>	Address <i>If different to address on page 2 of this contract</i>	

Event Reports

Ticketlink will send daily event reports to the email address/addresses that you provide below.

email address 1	
email address 2	
email address 3	
email address 4	

Please indicate the time that you would like to receive the reports. If you would like to receive reports twice per day, please complete 'time 2'

time 1	
time 2	



ACTING AS TICKETING AGENT - TICKETING AGREEMENT

July 2018 to June 2019

EXECUTED AS AN AGREEMENT

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

Signature }
Name }

Witness:
Signature }
Name }

Date

Signed for and on behalf of:

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

Signature }
Name }

Witness:
Signature }
Name }

Date

INFORMATION SCHEDULE - to be completed for each event

General Information

1. **Event Synopsis** - Please provide a synopsis of the event (approx. 80-200 words). Please send as a word document. The synopsis will appear on the event web page on the Ticketlink website.

Please provide below any additional information that may assist ticket office staff when selling tickets for your event.

Additional Information

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

Venue Details

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

Ticket Header

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

Support Act

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.

Does your event have an interval?

YES

NO

Interval Duration	Interval Start Time	Interval Finish Time

6 Will alcohol be sold at the event?

 YES NO

7 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

Drinks

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.

Food

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

Included Food and Drinks

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.

Restrictions on Food and Drink

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

 YES

 NO

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.

Promotional Material to be Provided

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) including promoter holds. If your event goes over two or more sessions or days, please note the capacity for each session/day

Venue	Date	Total No Tickets

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

 RESERVED

 UNRESERVED

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
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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	
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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 Regional Council Chamber, Spence Street, Cairns.

Details of tickets to be allocated to other selling agents:

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

9 Tickets to be collected by Agent?

 YES NO

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

Ticket Collection Date and Time

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

Name of person who will Collect Tickets

12 If no, please specify method of delivery:

Delivery Method

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 Cairns Regional Council's Customer Service Centre, 119-145 Spence 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.

13 Would you like 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 Would you like Ticketlink to supply box office personnel at your event? (Please refer to clause 3 on page 3 for applicable charges and conditions)

 YES NO

15 If Yes, please advise:

No of Staff (minimum 2)

Start Time

Finish Time

16. Will Ticketlink be the exclusive ticketing agent for this event?

*(Please refer to Marketing information on page 21, *inclusion in The LiNK)*

YES

NO

Ticket Scanners

Ticketlink has event ticket scanners available for hire, subject to availability at time of booking.

The ticket scanners work through a Wi-Fi network. It is the responsibility of the hirer to ensure that a reliable Wi-Fi network is available at the event venue.

Ticket Scanner hire fees are as follows, prices per scanner including GST.

*Deposit	\$1,600.00
Hire for first 24 hour period	\$51.00
Each subsequent 24 hour period	\$15.30

*The deposit can be incorporated into the final event reconciliation provided a Request for Debtor Contact Details Form is completed and lodged with Ticketlink

To arrange hire of ticket scanners, please contact Ticketlink administration on 07 4050 7751

Ticket Pricing

The Ticket Price that should be added to the table below is the sum of the amount the event promoter wishes to receive for each ticket sold + the Ticketlink inside commission. For example, if the event promoter wants to receive \$40 per ticket at reconciliation for a General Admission event, the Ticket Price would be \$40 + \$2.10 Ticketlink inside commission = Ticket Price of \$42.10.

Please add the Ticket Price to the table below for each ticket type that you would like to offer (e.g Adult, Concession, Child etc). Please make sure to include lower and upper age limits for any child or student tickets.

Ticket Type	Age Range if Applicable	Ticket Price	Additional Information
<i>e.g. Youth</i>	<i>12-15 years</i>	<i>\$15</i>	<i>A Reserve</i>

In addition to the Ticket Selling Price, Ticketlink charges customers a per ticket booking fee of 5% capped at \$2 at point of sale. In the example above, the Ticketlink website will advertise the price as \$44.10 inclusive of booking fee. The price shown on the ticket will be \$44.10 incl. book/fee. All advertising material produced by the promoter that includes the ticket price must be advertised inclusive of booking fee as above.



Additional Information - Ticket Prices e.g. free tickets for children under 3 years etc.

Additional Information

In addition to the ticket selling price, ticket purchasers will incur a transaction fee of 5% per ticket capped at \$2

All tickets will be advertised inclusive of booking fee, unless otherwise requested.

For example, a ticket with a Ticket Selling Price of \$60 will be advertised as:

\$62 incl. booking fee

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 box. Please also indicate the reasons for the rating, eg. coarse language, violence etc.

G	<p>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.</p>	
PG	<p>Parental Guidance Recommended for Persons Under 15 Years It is up to parents to provide guidance. Includes scenes with:</p> <ul style="list-style-type: none"> • mild coarse language • mild depictions of violence in a stylised, theatrical or historical way • discreet visual depictions or references to sex • some partial nudity 	
M15+	<p>Recommended for Mature Audiences 15 Years and Over Themes and content could harm or offend those under 15 years. Contains scenes with:</p> <ul style="list-style-type: none"> • coarse language • realistic violence of medium intensity shown • sexual activity, including intercourse implied or simulated • nudity 	
MA15+	<p>Persons Under the Age of 15 Years Not Admitted May contain coarse language or depictions of sex or violence or any combination of elements like to disturb, harm or offend those under 15 years.</p> <ul style="list-style-type: none"> • crude language • sexual intercourse or other sexual activity implied or simulated • realistic violence of medium intensity depicted • drug use depicted, but not in an advocatory manner • nudity 	
R18+	<p>Restricted to Adults 18 Years and Over Unsuitable for children by law. Restricted to adults 18 years and over.</p> <ul style="list-style-type: none"> • coarse language • highly realistic and explicit violence - relished or cruel • simulated sexual acts • nudity 	

Ticketlink Event Marketing Opportunities

Marketing Your Event - No Additional Cost

Ticketlink Logo

As per the ticketing agreement, 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"

The Ticketlink logo can be downloaded from the Ticketlink website for use in promotional material at Ticketlink/selling-tickets/Ticketlink-logos. Please note the colour specifications and verbal and written treatments in the [Style Guide](#).

Ticketlink Website

If you are using Ticketlink to ticket your event, we will upload a dedicated event page for you on the Ticketlink website. Before this page can be published we will need an event synopsis and a high resolution image from you, (at least 1MB, no text).

We would appreciate a good quality image:

- 690px wide by 920px high.

Please note: images specifications are subject to change.

Fortnightly EDM

Ticketlink sends out a fortnightly EDM (Email Direct Marketing) to our entire database of over 23,000 customers. This EDM includes upcoming events occurring in the next two - four week period, at our discretion, from the distribution date of the EDM. Your event shall be included in this EDM (subject to availability) free of charge.

Other Digital and Social Media

All events are listed on www.entertainmentcairns.com and across our social media networks at no additional charge. We encourage you to post your own content and 'tag' Ticketlink, (@Ticketlink), this way we will receive a notification of your post and will be able to share this across our social channels. Ticketlink Facebook page: www.facebook.com/TicketlinkCairns

Flyers

Ticketlink sells tickets for 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 provide Ticketlink with DL size flyers for your event, these flyers can be included with tickets that are mailed out for similar events.

Posters

Ticketlink can display a poster promoting your event in the Ticketlink box office, free of charge.

Print Advertising

Ticketlink purchases a full page advert in the monthly magazine Cairns Life. Event listings are included at our discretion.

Marketing Your Event – Additional Cost

Target Marketing

Ticketlink has a large database 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 or flyer to a targeted section of our database. For example, if you are holding a classical music event, we can target customers who have attended classical music events in the past.

Target Market Mailing: including envelope, insertion & postage	\$2.10 per envelope (inclusive)
Targeted Email Distribution*	\$311.80 (inclusive of GST)

*To preserve high open rates of our EDMs, Ticketlink limits the frequency of this service and encourages clients to provide fresh content if requesting multiple targeted EDMs.

Fortnightly EDM

Ticketlink endeavors to include as many of the events as possible in the complimentary fortnightly EDM, however to secure your place in these EDMs there is the option to purchase a 'Featured Event' banner at the top of the EDM. Availability is limited and must be booked in advance.

Entire database fortnightly email newsletter Featured Event Banner**	\$152.80 (inclusive of GST)	600px wide x 250px high	RGB
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**To ensure our fortnightly newsletter appears fresh repeat bookings of banners are limited to 1 per 3 newsletters.

Posters

For a fee Ticketlink can arrange for posters promoting your event to be distributed throughout appropriate venues around Cairns and regional towns.

Per poster	\$2.10 (inclusive of GST)	Approx. 50-100 A3 Posters
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Please note: all posters must include the Ticketlink booking information and Ticketlink logo

Point of Sale TVs

Supplied video footage or a still image (trailers, TVC) can be loaded and continuously rolling on the display monitor at the Ticketlink box office, (no audio), offering patrons extra visual exposure to your show. The video can also be uploaded to the event page on the Ticketlink website.

Requirements: Supply video footage as MP4/WMV/MOV up to 60 seconds in length or one still image.

Point of Sale TV	\$76.40 (inclusive of GST)	1,920px wide x 1,080px high	RGB
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