



ACTING AS TICKETING AGENT - TICKETING AGREEMENT

JULY 2020 TO JUNE 2021

Hirers must complete this form and return it to Ticketlink.
This agreement must be returned a minimum of five (5) business days
before on sale, pre sale or announce date.
Completed forms can be returned to Ticketlink via email ticketing@ticketlink.com.au
or PO Box 359 Cairns QLD 4879.

Contractor Name:	
Event Name:	
Event Date:	

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

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

EVENT AGREEMENT made on

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BETWEEN

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

AND

Name:	(hereinafter called 'the Contractor/Promoter')
Address:	
Postcode:	
Contact:	
Phone:	
Mobile:	
Email:	
ABN:	
GST registered?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Ticketing Information

1. TICKET SALE OPENING DATES

Date for opening ticket sales*

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

Presale date option 1

Presale date option 2

2. ON SALE DATE

If there are clashes with other events we may request to change the on sale date. Is this on sale date flexible?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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3. RESERVED (Allocated Seating) /UNRESERVED (General Admission) SEATING

Are tickets reserved/unreserved? (For reserved seating please attach appropriate seating plan).	<input type="checkbox"/> ALLOCATED	<input type="checkbox"/> GENERAL ADMISSION
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4. ALLOCATED TABLE SEATING

Does your event require allocated seating at tables?	<input type="checkbox"/> YES	<input type="checkbox"/> 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.

5. TOTAL NUMBER OF TICKETS

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	Day/date	Number of tickets required

6. PROMOTER HOLDS

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

7. TICKET REFUNDS

Are refunds permitted?		
<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> IN SOME CIRCUMSTANCES (please give details below):
Please give details below of any restriction on refunds.		

Ticketlink reserves the right to refund tickets if the ticket purchaser is unable to attend to due to advice of relevant government recommendations. See 7 (ii)

8. COMPANION CARD

We will automatically honour the State Government Companion Card for your booking. If you do not want to offer this concession, please let us know. Information about the Companion Card scheme can be found at http://www.qld.gov.au/disability/out-and-about/companion-cards/	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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9. TICKET SELLING AGENTS

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 in the foyer of Cairns Performing Arts Centre.

Details of tickets to be allocated to other selling agents:

Agent (name and address)	Quantity of tickets

Tickets to be collected by Agent?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please provide details below.		
Ticket collection date and time	Name of person collecting tickets (Identification required)	
If no, please specify a delivery method		
Delivery method		

10. EXCLUSIVE TICKETING AGENT

Will Ticketlink be the exclusive ticketing agent for this event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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11. TICKETS AT THE VENUE

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 located in the foyer of Cairns Performing Arts Centre, 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.

Would you like unsold tickets to be supplied for sale at the venue?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Personnel can be supplied to sell tickets at the event. (Please refer to “Consideration” for applicable charges.)

12. BOX OFFICE PERSONNEL

Would you like Ticketlink to supply box office personnel at your event? (Please refer to Ticketing Terms and Conditions clause 4 for applicable charges and conditions)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please provide details below.

No of Staff (minimum 2)	Start Time	Finish Time

13. TICKET SCANNERS

Ticketlink has event ticket scanners available for hire, subject to availability. The ticket scanners require a reliable Wi-Fi network supplied by the hirer. It is recommended that the Wi-Fi is not visible to the public as patrons phones searching for networks en-masse can disrupt Wi-Fi performance.

At least one Ticketlink staff member will be required to to set-up, train and problem-solve to ensure the smooth operation of the ticketing process.

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

*Deposit	\$1,600
Hire for first 24 hour period	\$51
Each subsequent 24 hour period	\$15.30
Ticketlink staff (Min 3 hours inc. travel)	\$51.30 per hour

*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

14. EVENT REPORTS

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

Email 1	
Email 2	
Email 3	
Email 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	

15. TICKET PRICING

Tickets to all events at the Cairns Performing Arts Centre may only be sold through Ticketlink.

Ticketing Fees Example

	Promoter Price \diamond	+	Commission \approx	+	Booking Fee \ominus	=	Advertised Price
	What you receive	+	Allocated = \$3.50 G/A = \$2.10 Mix = \$3.50	+	5% capped at \$2	=	
Example 1	\$23.50	+	Allocated = \$3.50	+	\$1.35	=	\$28.35
Example 2	\$110	+	G/A = \$2.10	+	\$2.00	=	\$114.10

STANDARD TICKETING FEES

	Fill in these 2 columns			OR	Fill in 1 column
Ticket Type	Promoter Price \diamond	Commission \approx	Booking Fee \ominus		Advertised Price
Adults	\$		5% capped at \$2		\$
Concession ψ	\$	as above	as above		\$
Senior Card	\$	as above	as above		\$
Child	\$	as above	as above		\$
Youth	\$	as above	as above		\$
Family *	\$	as above	as above		\$
Group 10+	\$	as above	as above		\$
To assist with group sales, would you like to offer a Group Discount PLUS one complimentary ticket for every group booking (min 10 tickets)?			<input type="checkbox"/> YES		<input type="checkbox"/> NO

MATINEE TICKETING FEES

	Fill in these 2 columns			OR	Fill in 1 column
Ticket Type	Promoter Price \diamond	Commission \approx	Booking Fee \ominus		Advertised Price
Adults	\$		5% capped at \$2		\$
Concession ψ	\$	as above	as above		\$
Senior Card	\$	as above	as above		\$
Child	\$	as above	as above		\$
Youth	\$	as above	as above		\$
Family *	\$	as above	as above		\$
Group 10+	\$	as above	as above		\$
To assist with group sales, would you like to offer a Group Discount PLUS one complimentary ticket for every group booking (min 10 tickets)?			<input type="checkbox"/> YES		<input type="checkbox"/> NO

* Please Note: For Family Tickets (2 adults + 2 children), four tickets will be issued. Each of the four tickets will incur the full per ticket inside commission and the full per ticket applicable booking fee.

\diamond Prior to reconcile of venue costs

\approx Inside commission fee

\ominus Ticketlink charges a per ticket booking fee to customer rather than transaction fee

ψ (Govt. Benefit Cards only)

16. SHOW RATINGS

In order for us to better inform our patrons about the performance, please complete the following ratings classifications by ticking the relevant box.

Please tick one		Standard Age brackets	Comments
<input type="checkbox"/> G	<p>For General Exhibition - Children's Entertainment</p> <p>Suitable for people of all ages. Parents can feel confident knowing that children can watch the performance by themselves without being harmed or distressed.</p>	<p>Up to 12 months FOC on lap</p> <p>All tickets: 1 year plus</p>	
<input type="checkbox"/> PG	<p>Parental Guidance Recommended for Persons Under 15 Years</p> <p>May contain:</p> <ul style="list-style-type: none"> • mild course language • mild depictions of violence in a stylised, theatrical or historical way 	<p>Under 3 FOC on lap</p> <p>Children: 3-11 years</p> <p>Youth: 12-17 years</p> <p>Adults: 18+</p>	
<input type="checkbox"/> M	<p>Recommended for Mature Audiences</p> <p>May contain:</p> <ul style="list-style-type: none"> • course language • violence of moderate intensity • implied or simulated sexual activity • some partial nudity 	<p>Babes in arms not permitted</p> <p>Youth: 3-18 years (no minimum)</p> <p>Adults: 18+</p>	
<input type="checkbox"/> MA 15+	<p>Restricted to 15 Years and Over</p> <p>May contain elements that could disturb, harm or offend those under 15 years.</p> <ul style="list-style-type: none"> • course language • implied or simulated sexual activity • realistic violence of medium intensity depicted • drug use depicted, but not in an advocatory manner • nudity 	<p>Babes in arms not permitted</p> <p>Youth: 15-17 years</p> <p>Adults: 18+</p>	
<input type="checkbox"/> R 18+	<p>Restricted to Adults 18 Years and Over</p> <p>May contain:</p> <ul style="list-style-type: none"> • coarse language • highly realistic and explicit violence – relished or cruel • simulated sexual acts • nudity 	<p>Babes in arms not permitted</p> <p>Adults: 18+</p>	

FOC = Free Of Charge

Information Schedule

TO BE COMPLETED FOR EACH EVENT

GENERAL INFORMATION

1. EVENT SYNOPSIS

Please provide a synopsis of the event (approx. 80-200 words). The synopsis will appear on the event web page on the Ticketlink website.

Additional Information

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

2. VENUE DETAILS

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

3. TICKET HEADER

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

4. SUPPORT ACT

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/performances, please attach a separate sheet with the running order.

Does your event have an interval?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Interval duration	Interval start time	Interval finish time

6. ALCOHOL

Will alcohol be sold at the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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7. NON-ALCOHOLIC DRINKS

Will soft drinks and water be available for purchase?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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8. OUTSIDE DRINKS

Can patrons take their own drinks to the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please state below types of drinks that will be allowed.

9. FOOD

Will food be sold at the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please describe below the type of food that will be available for purchase eg. snack food (chips, chocolate), Hot food, full meals etc.

10. INCLUDED FOOD AND DRINKS

Is food/drink included in the ticket price?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please describe below the type of food/drink that is included in the ticket price.

11. OUTSIDE FOOD

Can patrons take their own food to the event?	<input type="checkbox"/> YES	<input type="checkbox"/> 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.		

12. SEATING

In the case of General Admission events, can patrons bring their own seating into the venue for the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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13. ACCESSIBILITY

Will there be a disabled area allocated at the venue for the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Ticketlink Event Marketing Opportunities

1. 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/about/ticket-your-event Ticketlink Logos & Style Guide](#). Please note the colour specifications and verbal and written treatments in the Style Guide.

COMPLIMENTARY MARKETING

2. 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.

3. FORTNIGHTLY EDM

Ticketlink sends out a fortnightly EDM (Email Direct Marketing) to our entire database of over 25,000 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.

4. 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

5. POSTERS

Ticketlink has a digital poster system.

Please provide an image that includes the show title treatment only. All other details will be below the image in our template.

The size required is 1080 px wide x 1215 px high. Supplied as 150dpi RGB jpg.

ADDITIONAL MARKETING SERVICES

6. 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 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.

Targeted Email Distribution*	\$311.80 (inclusive of GST)
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*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.

7. FORTNIGHTLY EDM

Ticketlink endeavours 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 338px high	RGB
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**To ensure our fortnightly newsletter appears fresh repeat bookings of banners are limited to 1 per 3 newsletters.

8. 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. Templates can be downloaded from www.ticketlink.com.au/ticket-your-event under the Ticketlink Logos & Style Guide tab.

Payment of monies

Payment will be made by EFT. Please complete the details below in full. Failure to supply Bank Account Details will result in a failure to comply with contractual obligations and delayed payment of monies.

By EFT: Bank Account Details

Account name:			
Bank:		Branch:	
BSB:		Account:	

REMITTANCE ADVICES

Please show your preference for receipt of remittance advices.

Email Email address:

Mail Postal address:
If different to address on page 2 of this contract

Ticketing 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 5 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 (1st 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

4. 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.

5. 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.

6. 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 5.
- (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.

7. 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 the original ticket purchaser, and where tickets were purchased directly from Ticketlink. 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; government health restrictions; or other local, state or federal government advice or recommendations, Ticketlink may at its discretion refund their ticket/s, with the ticket purchaser incurring any applicable Ticketlink charges.
- (iii) Where the contractor reschedules an event to a new date and/or new venue, Ticketlink will offer customers the option of a full refund or an exchange to the rescheduled event. The charges for building the new event will be charged as an "Event Creation Fee" (Clause 3) plus any applicable additional performance fees; refunding/exchanging customers will be charged as per the ticket "cancellation fee" (Clause 7 (i))
- (iv) Where a contractor books an event during a known event, such as an epidemic, all fees apply for refunds and capacity reduction will be charged as per the ticket "cancellation fee".

8. 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.
- (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.

9. 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.
- (vi) Ticketlink reserves the right to cancel, and refund, any tickets it knows to have been, or believes to have been purchased in contravention of Ticketlink's Terms and Conditions of Sale, Clauses 4, 5 & 6.

10. 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 email, regular details of tickets sold.

The following event reports can be provided at no additional cost:

 - Daily Advance Sales Detailed
 - Sales by Discount
 - Sales by Price Band/Part of House
 - Complimentary Tickets
 - Postcode
 - Unprinted Tickets
 - Customer Listing

Additional reports can be created and generated upon request at the rate of \$71 per hour.
- (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) In the event of any refund or adjustment being made between the parties (including, but not limited to any refund under Clause 7 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.
- (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 10.2 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

11. 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".
- (vi) Ticketlink reserves the right to cancel and refund any tickets that Ticketlink believes have been purchased in contravention of clauses 4-6 in Ticketlink's Terms and Conditions of Sale.
- (vii) Tickets for competition winners will not be issued without names and contact details of competition winners.

Terms and Conditions of Sale

Tickets are sold by Ticketlink as agent for and on behalf of "The Presenter" (the party who presents the event, including a promoter or producer or venue as the case may be, details of which are available from Ticketlink, and whose name may appear on the front of the ticket), and subject to the following terms and conditions.

1. Tickets are sold subject to: the conditions printed on the ticket (front and reverse); Ticketlink Terms and Conditions published on the Ticketlink website and available at all points of sale; and in accordance with the LPA Code of Practice for the Ticketing of Live Entertainment in Australia
2. Generally there is no right to a refund or exchange except as required by law, and/or as provided in the LPA Code of Practice for the Ticketing of Live Entertainment in Australia
3. "The Presenter" reserves the right to add, withdraw or substitute artists, vary prices, advertised programmes, venue, seating arrangements & audience capacity.
4. Entry may be refused if tickets are not purchased from Ticketlink or any other authorised point of sale, or are damaged or defaced in any way. In the event that a duplicate copy of a ticket appears, Ticketlink and the Venue reserve the right to request proof of identity and proof of purchase. Unauthorised duplicate ticket holders will be refused entry to the venue.
5. Tickets must not be resold or offered for resale at a price higher than the price printed on the ticket. If a ticket is sold or used in contravention of this condition, the ticket may be seized or cancelled without refund or exchange and the bearer of the ticket may be denied admission.
6. If Ticketlink reasonably forms the view that a ticket has been purchased with a stolen card; or has been sold in violation of clauses 4 and 5; or has been otherwise purchased or acquired fraudulently, Ticketlink may cancel the ticket without refund.
7. The right of admission is reserved and late arrival may result in non-admittance until a suitable break in the programme or non-admittance to the event.
8. The ticket holder must comply with all security requirements of "The Presenter" as a condition of admission to the event, which may include but not be limited to a search of a person and/or their possessions (including bags and clothing) and/or confiscation of prohibited items, at the time of entry to the venue.
9. Audio & video recording devices may not be permitted into the "Venue".
10. Patrons who disrupt a performance or are in use or possession of a prohibited device, or who fail to produce ID as appropriate, may be asked to leave the venue without refund of ticket purchase.
11. Unreserved seat tickets cannot be reprinted if misplaced due to the potential for duplication or fraud. It is strongly advised that you choose the secure option for delivery of your tickets, or collect in person from Ticketlink or the "Venue" and keep in a secure place.
12. The right is reserved to charge a fee for replacement of tickets.
13. Ticket refunds and exchanges are at the discretion of the event promoter. Some promoters will allow refunds/exchanges in certain circumstances and some will not. Please check with ticket office staff when purchasing your tickets.
14. When refunds are permitted, or in the event of the cancellation of a performance, monies will only be refunded to the credit card or eftpos card that was originally used to purchase the ticket/s. When the purchase method was cash, monies will be refunded to the ticket purchaser only, on presentation of valid ID.
15. Where tickets are purchased through a third party authorised agent or authorised point of sale (not purchased directly through Ticketlink), monies will be refunded to the agent. It is the agents' responsibility to return these monies to their customers.
16. Some events may have special conditions attached. Please refer to the event web page at www.ticketlink.com.au.

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:		Title:	
Date:	/	/	

SIGNED for and on behalf of Cairns Regional Council who has delegated authority to sign this Agreement on Council's Behalf.			
Signature:			
Name:		Title:	
Date:	/	/	