

# TICKETING AGREEMENT FORM

KOORLINY ARTS CENTRE (ABN: 35 745 379 052)

## WHAT IS THIS AGREEMENT?

This document outlines the Terms and Conditions for using KAC's web-based and in house ticketing service. In using koorliny.com.au to sell tickets, you agree to abide by the Terms and Conditions outlined in this document and on KAC's website. If you do not agree to abide by the Terms and Conditions outlined in this document and on the website, you are unable to use Koorliny (SABO) to sell tickets.

## WHAT WE DO

As a ticketing service, we will (subject to you complying with your obligations under this agreement):

- Display your event on our website.
- Accept online orders for tickets to your event, as well as accept and process credit card payment for those orders on your behalf.
- Sell tickets in-house during box office hours (Monday to Friday 12:00pm to 5:30pm, and an hour before any live shows.)
- Provide you with data relating to your event, including attendance reports and sales activity.

You will be charged a fixed-service fee for every ticket sold. (\$2.00 plus GST per ticket for tickets \$0.00 - \$20.00 and \$2.50 plus GST per ticket for tickets \$20.01 and above).

## WHAT YOU DO

You warrant and represent to us that:

- You are authorised to offer, sell, and honour the tickets to the event/s you will be listing on our website, and you agree to honour the tickets to such event/s.
- The information, images, and event access that you provide through our website do not breach the rights of any other person or organisation (including, without limitation, any trademark, copyright or other intellectual property right of any other person or organisation).
- Any event you offer or sell tickets to does not breach any applicable laws, regulations, standards and codes and you agree to comply with all such applicable laws, regulations, standards and codes.
- While you may specify additional Conditions of Entry to your event, you will not make changes to our existing Ticket Sale Terms and Conditions as outlined in this document. You will also not make any representations or warranties to any person on our behalf or enter into any contract or create (or attempt to create) any obligations, liability or expense on our behalf.

## **PAYMENTS**

We will collect ticket sale income from the time the box office opens until the box office closes. We will need your authorisation to release any money received from your ticket sales, however, you can only do this once your event is completed. To do this, you must wait until your event has closed.

We will deduct our fees from the payments collected on your behalf and forward a cheque or EFT payment within seven business days of your event closing. Please note, that as the organiser of this event, it is your responsibility to pay appropriate taxes to the Australian Taxation Office, including any applicable GST.

We reserve the right to extend the time for making such payments to you for such period as we consider in our sole discretion to be reasonable where:

- we need time to confirm that the event has taken place as described in the ticket; or
- more than 10% of your guests or 10% of the aggregate amount received for tickets sold to your event initiate a credit card chargeback in relation to the purchase of their ticket; or
- any proceedings are brought or threatened against us by reason of, or in connection with the ticketing, events and information offered in your events listings on our website or any breach by you under this agreement or of any representations or warranties given by you under this agreement or otherwise in connection with or arising out of this agreement.

## **OUR WEBSITE**

Koorliny Arts Centre owns, and are authorised to use, the information contained within the website [www.koorliny.com.au](http://www.koorliny.com.au). You will need our written permission to copy or reproduce any part of our website.

Any information requested to be uploaded to KAC's website is uploaded on the condition that you own that content and are authorised to modify it. However, by uploading content, you agree to allow us to publish and use the content on our website.

We have the right to revise and modify our website's content, features, specifications, capabilities, functions, versions and other characteristics at any time and without giving you any notice.

## **WHAT WE ARE NOT RESPONSIBLE FOR**

You agree that we will not be held responsible for any claim, expense, damage, loss or liability (including legal fees) incurred by or made or threatened against you relating to the ticketing, events and information offered in your event listings on our website or arising by virtue of any breach by you of this agreement or of any representation or warranty given by you under this agreement.

We always try to make sure the information on our website is up-to-date and accurate, but from time to time, errors or omissions can happen. You agree that we will not be held responsible for any claim, damage, loss or liability (including legal fees) arising from any such errors or omissions. Further to the above, you agree to indemnify us from and against all claims, expenses, damages, losses and liabilities (including legal costs) incurred by, or made or threatened against us by reason of, or in connection with the ticketing, events and information offered in your event listings on our website or any breach by you of this agreement or of any representations or warranties given by you under this agreement or otherwise in connection with or arising out of this agreement.

## **WHAT WE CAN'T PROMISE**

Although we will try to provide you with an uninterrupted service, we do not represent, warrant or guarantee that our website will provide uninterrupted or error-free service and you acknowledge that we do not provide any such representations, warranties or guarantees. You also acknowledge that to the fullest extent permitted by law, all representations, warranties and guarantees relating to our obligations under this agreement are expressly excluded. We will not be responsible (or liable) for any loss of business, profits, goodwill or data nor will we be responsible (or liable) for any consequential or incidental damages that result from your use or inability to use our online ticketing service. We will not be liable if an act beyond our control should cause delay or disruption to your event, whether it is caused by God, nature or otherwise. If we are found to be responsible (or liable) under this agreement or to you for any reason (whether for breach of this agreement or of a warranty which cannot be excluded at law or otherwise), we will not be required to pay you any more than the ticket sale payment for the single and specific event in question.

## TERMINATION

You can terminate this agreement at any time by giving us fourteen days written notice. If your event for which we have collected funds on your behalf has not yet occurred at the date of termination, we will close the box office, refund ticket costs to your guests and then invoice you for any outstanding fees. (Refunded tickets are charged at \$3.00 per ticket, which will be invoiced back to you once all transactions have been processed).

## COMMUNICATIONS

Any communication between us and you under this agreement must be:

- to us at:

admin@koorliny.com.au

Po Box 458, Kwinana Town Centre, Kwinana 6167

- to you at the address specified in your event application form. Any such communication is deemed to be given by the sender and received by the addressee.

## CONFIDENTIALITY

You will not disclose any information concerning our business affairs, finances, methods of operation and other confidential information about us unless such information becomes publicly available.

We will not disclose any information concerning your business affairs, finances, methods of operation and other confidential information about you unless such information becomes publicly available.

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## CONTRACTING PARTY

### CLIENT DETAILS

|                            |  |
|----------------------------|--|
| Name of Contracting Entity |  |
| ABN/ACN                    |  |
| Postal Address             |  |
| Phone Number               |  |
| Fax Number                 |  |
| Email address              |  |
| Internet address           |  |

### KEY CONTACTS

#### PERSON 1

|  |  |
|--|--|
| Name of person for contractual information |  |
| Telephone & mobile contact details         |  |
| <b>PERSON 2</b>                            |  |
| Name of person for contractual information |  |
| Telephone & mobile contact details         |  |

Koorliny recognises the need to maintain confidentiality in respect of disclosing sales information and requires the Client to nominate its representatives to receive such confidential information by completing the panel below.

### DESPATCH OF SALES INFORMATION

#### PERSON 1

|                                   |  |
|-----------------------------------|--|
| Name of authorised person         |  |
| Position                          |  |
| Telephone & email contact details |  |
| <b>PERSON 2</b>                   |  |
| Name of authorised person         |  |
| Position                          |  |
| Telephone & email contact details |  |

### PAYMENT OF EVENT INCOME

|  |  |
|--|--|
| Name of authorised person to receive funds |  |
| Cheque/Direct Debit                        |  |
| BSB  |  |
| Account Number                             |  |
| Account Name                               |  |

## Schedule 2 – EVENT DETAILS

| EVENT DETAILS            |   |
|--------------------------|---|
| Name of Event            |   |
| Seating                  | <b>RESERVED / UNRESERVED</b> <i>please circle</i> |
| Running Times -          |   |
| Doors open               |   |
| Interval (if applicable) |   |
| Support Act on           |   |
| Main Act                 |   |
| Approx Finishing time    |   |

| EVENT DATES |      |      |             |      |      |
|-------------|------|------|-------------|------|------|
| PERFORMANCE | DATE | TIME | PERFORMANCE | DATE | TIME |
| 1           |      |      | 11          |      |      |
| 2           |      |      | 12          |      |      |
| 3           |      |      | 13          |      |      |
| 4           |      |      | 14          |      |      |
| 5           |      |      | 15          |      |      |
| 6           |      |      | 16          |      |      |
| 7           |      |      | 17          |      |      |
| 8           |      |      | 18          |      |      |
| 9           |      |      | 19          |      |      |
| 10          |      |      | 20          |      |      |

| TICKETING DETAILS              |                   |
|--------------------------------|-------------------|
| SALES TYPE                     | OPENING DATE/TIME |
| Preferential Bookings          |                   |
| Groups                         |                   |
| Counter, Phone & Internet/Mail |                   |



## GROUPS

Do you require a Group offer?  YES  NO

If YES, please specify minimum number in group \_\_\_\_\_

Can Groups consist of standard and concession patrons?  YES  NO

Are complimentary tickets to be issued with the Group booking?  YES  NO

If YES, indicate ratio of complimentary to paid tickets \_\_\_\_\_ per \_\_\_\_\_ paid

Is there a limit to the number of complimentary tickets per group?  YES  NO

If YES, please advise the maximum number \_\_\_\_\_

## COMPANION CARDS

The Companion Card is a wallet-size card that will be issued only to people who have a permanent disability and who require a companion to assist them to participate at venues and activities. It will be presented at a venue that charges an admission fee when booking or purchasing a ticket, if the cardholder requires the assistance of a companion. Organisations should issue the cardholder with a second ticket of admission for their companion at no charge.

Please indicate if you wish to offer this service:  YES  NO

## COMPLIMENTARY TICKETS

Please advise us of persons authorised to request the issuance of complimentary tickets on behalf of the Client. Please note complimentary tickets that are printed do incur the inside charges fees.

### PERSON 1

Name of person for contractual information

Telephone & mobile contact details

### PERSON 2

Name of person for contractual information

Telephone & mobile contact details

## EVENT INTEREST TYPE

Please indicate the category of your event:

- Classical Music    Comedy    Dance    Films    Music    Musical Theatre  
 Opera    Sports    Theatre    Other

## MARKETING CODES

- Brochure/flyer    Poster    West Magazine    Direct Mail  
 Sunday Times    Television    West Australian Newspaper    Word of Mouth  
 Koorliny Website    Other website    Email Promotion

## EVENT SYNOPSIS

Please provide a synopsis of the event as you would like it to appear on the Koorliny website and information files:

**PLEASE EMAIL THIS INFORMATION AS A WORD DOCUMENT TO [ADMIN@KOORLINY.COM.AU](mailto:ADMIN@KOORLINY.COM.AU)  
ALSO INCLUDE A LOGO, POSTER OR IMAGE TO PROMOTE YOUR EVENT.**

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**Executed as an agreement:**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

**Signed** in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

**For and on behalf of Koorliny Arts Centre**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Representative (Position)

\_\_\_\_\_  
Name (please print)