

KOORLINY ARTS CENTRE (ABN: 35 745 379 052)

WHAT IS THIS AGREEMENT?

This document outlines the terms and conditions for using our web-based and in house ticketing service. In using koorliny.com.au to sell tickets, you will be doing so on the basis that you agree to abide by the terms and conditions outlined in this document and on our website. If you do not agree to abide by the terms and conditions outlined in this document and on our website, we are unable to permit you to use Koorliny (SABO) to sell tickets. We have tried our best to make this agreement easy to read, so please take the time to read and understand it.

WHAT WE DO

As an 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 Saturday 12:00pm to 5:00pm or half hour before any live shows.
- Provide you with data relating to your event, including such things as attendance reports, sales activity and access control to your event.

We will charge you a fixed-service fee for every ticket sold. (.50c per ticket for tickets under \$10 and \$1.00 per ticket for tickets \$10.00 and above)

WHAT YOU DO

You warrant and represent to us that:

- you are authorized 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 events
- the information, images, and event and services you provide must 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 does not breach any applicable laws, regulations, standards and codes and you agree to comply with all such applicable laws, regulations, standards and codes
- by receiving personal information about your guests, you agree to abide by the terms and conditions set out in our privacy policy and the National Privacy Principles While you may specify additional conditions of entry to your event, you will not make changes to our existing Ticket Sale Terms and Conditions. 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 payments from your guests from the time the box office opens until the box office closes. We will need your authorisation to release to you any money received from your guests, however, you can only do this once your event is over. To do this, you must wait until your event has closed, then fill in and send us the **Funds Release Form on our website**.

We will deduct our fees from the payments collected on your behalf and forward a cheque within seven business days of receiving your Funds Release Form. Please note, that as the organiser and seller of the tickets to this event, it will be up to you to pay any 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

We own our website. We also own, or are authorised to use, the information contained within the website. You will need our written permission to copy or reproduce any part of our website.

If you upload content to our website, then you warrant to us 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 7days 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 \$2 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 6966

- 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.

CONTRACTING PARTY

Client Particulars

Name of Contracting Entity	
ABN/ACN	
Mailing Address	
Phone Number	
Fax Number	
Email address	
Internet address	

Key Contacts

Person 1	
Name of person for contractual information	
Telephone & mobile contact details	
Person 2	
Name of person for contractual information	
Telephone & mobile contact details	

Despatch of Sales Information

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.

Person 1	
Name of authorised person	
Position	
Telephone & email contact details	
Person 2	
Name of authorised person	
Position	
Telephone & email contact details	

Distribution of Reports

KOORLINY can provide reports in PDF format via email to the nominated person/s above as requested by the Client nominating their preference below upon request.

Schedule 2 – EVENT DETAILS

THE EVENT

Name of Event	
Seating	RESERVED / UNRESERVED
Running Times -	
Doors open	
Interval (if applicable)	
Support Act on	
Main Act	
Approx Finishing time	

Please detail date/s as follows:

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

Opening dates for Sales

Sales Type	Opening Date/Time
Preferential Bookings	
Groups	
Counter, Phone & Internet/Mail	

Ticket printing requirements

- Pensioners
- Seniors
- Students
- Unwaged
- Children – aged from _____ to _____
- Other

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 CARD PROGRAM

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

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
ALSO INCLUDE A LOGO, POSTER OR IMAGE TO PROMOTE YOUR EVENT.**

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	

Executed as an agreement:

For and on behalf of The Koorliny Arts Centre

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)