



CONDITIONS FOR A TICKETED EVENT

This document contains the conditions for a ticketed event that form part of the Event Contract.

1 INTERPRETATION

1.1 Definitions

“**Performance**” means a single performance which forms part of an Event.

“**Standard Conditions of Hire** ” means the Standard Conditions of Hire identified in the Event Contract.

1.2 Construction

Expressions used in this document have the same meaning as when used in the Standard Conditions of Hire unless otherwise specified.

2 PRINTING TICKETS

- (a) The Operator or a person nominated by the Operator are the only persons who may print tickets for a Performance or an Event.
- (b) The Client may submit information and/or artwork for the tickets to the Operator. The information and/or artwork submitted must include any wording, exclusions or conditions reasonably required by the Operator.
- (c) The Operator may reasonably reject or modify the information and/or artwork submitted by the Client for the tickets.

3 SELLING AND ISSUING TICKETS

3.1 Persons who may sell and issue tickets

- (a) The Operator or a person nominated by the Operator are the only persons who may sell and issue tickets for a Performance or an Event.
- (b) If the Operator nominates a person to sell tickets in accordance with paragraph (a), it will inform the Client of the name and contact details of that person.
- (c) By selling the tickets for the Event, the Operator or the person nominated by the Operator is acting as the agent for the Client and the Client will be liable for the GST payable on the base price of the tickets sold.

3.2 Unsold tickets

The Client must pay the Operator the sale price of any unsold tickets that are not returned to the Operator at least 48 hours before the commencement date of the Performance or Event, whichever is relevant in the circumstances, and the tickets will be treated as having been sold.

3.3 Complimentary tickets

The Client may allocate up to _____ % of the number of tickets for each Performance or Event as complimentary tickets.

3.4 Ticket refunds

The Operator may at its discretion:

- (a) refund to a purchaser all or part of the sale price of a ticket; or
- (b) give a purchaser a replacement ticket for any Performance or Event or to any other performance or event to be held at the GCCEC.

A refund may include any agency fees, service fees and telephone booking fees paid by the purchaser and the Client must pay to the Operator on demand the total cost to the Operator of any refund given.

4 MONEY FROM TICKET SALES

4.1 Deductions

The Operator may retain from the money it holds from ticket sales such amounts as are necessary to satisfy the Client's existing obligations to the Operator and the Client's future obligations under the Event Contract.

4.2 Statement after Event

No more than 72 hours after the end of each Performance or Event, whichever is relevant in the circumstances, the Operator must:

- (a) give the Client a correct statement of the ticket sale receipts and interest (if any) from that Performance or Event which has been received by the Operator; and
- (b) at the Client's request, pay to the Client the balance of the ticket sale receipts from that performance or Event after deductions under **clause 4.1**.

4.3 Adjustment after event

- (a) When the Operator provides its final invoice to the Client in accordance with the Timetable, the Operator will give the Client a statement showing:
 - (i) actual ticket sale receipts from the Event;
 - (ii) any amounts deducted from ticket sale receipts by the Operator under **clause 4.1**;

- (iii) any amounts owing by the Client to the Operator under the Event Contract;
 - (iv) all amounts paid by the Client to the Operator under the Event Contract; and
 - (v) any overpayment by the Client to the Operator which is refundable to the Client.
- (b) When the Client is required to pay any outstanding amounts as invoiced by the Operator in accordance with the Timetable:
- (i) the Client must pay the Operator all amounts showing in the statement which has been given in accordance with paragraph (a) as owing to the Operator; or
 - (ii) the Operator must pay the Client all amounts showing in the statement which has been given in accordance with paragraph (a) as refundable to the Client.

4.4 No other refunds

No money will be refunded to the Client in addition to the amount refunded under **clause 4.3** of this document.

5 SEATS ALLOCATED TO OPERATOR

- (a) The Operator retains the sole rights to _____ seats for each Performance or Event.
- (b) The Operator may use or sell these seats at its own discretion. The Operator shall be entitled to retain the proceeds from the sale of these tickets.