

ESPERANCE CIVIC CENTRE



TICKETING AGREEMENT FORM

Operated & Managed by Shire of Esperance

Version - April 2025



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TICKETING FORM AGREEMENT

WHAT IS THIS AGREEMENT

This document outlines the Terms and Conditions for using Esperance Civic Centre's web-based and in-house ticketing service. In using the Civic Centre to sell tickets, you agree to abide by the Terms and Conditions outlined in this document. Any hirer wanting to sell their own ticketing through their own ticketing system, must have obtained written approval from Civic Centre Management prior to any tickets or ticketing information being engaged

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 through the Civic Centre, Shire administration, Esperance Visitors Centre and Esperance Public Library office hours (**and** 1 hour before any live shows.)
- Provide you with data relating to your event, including attendance reports and sales activity.

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.

LIMITATIONS OF LIABILITY

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.

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.

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.

TERMINATION OF CONTRACT

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 \$3.95 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 by email to Justin.Freind@esperance.wa.gov.au or/ civiccentre@esperance.wa.gov.au
 - by mail to Esperance Civic Centre, Attn: Coordinator, Council Pl, Esperance WA 6450
 - 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.
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CONTRACTING PARTY

CLIENT DETAILS	
Name of Contracting Entity	
ABN/CAN	
Postal Address	
Phone Number	
Email Address	
Internet Address	

KEY CONTACTS	
PERSON 1	
Name of person for contractual information	
Email Contact Detail	
Telephone Contact Detail	
PERSON 2	
Name of person for contractual information	
Email Contact Detail	
Telephone Contact Detail	

SALES INFORMATION	
PERSON 1	
Name of authorised person	
Position	
Telephone & Email Contact	
PERSON 2	
Name of authorised person	
Position	
Telephone & Email Contact	

PAYMENT OF EVEN DETAILS	
Name of Authorised person to receive reconciliation information	
Cheque / Direct Debit	
Account Name	
BSB Number	
Account Number	

Schedule 2 – EVENT DETAILS

EVENT/PERFORMANCE DETAILS

Show / Performance Title

Show / Performance Date

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Nature of the Show / Performance

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Support Artist(s), if any

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SUITABILITY OF EVENT

Is this event restricted to persons 18 years and over?

YES NO

Is this event suitable for Children?

YES NO

If YES, please indicate what ages it is suitable for

Ages ____ to ____

Please indicate if the event contains material which could be deemed offensive

Nudity	Adult Themes	Offensive Language	Violence	Drug Use	Other
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	

PERFORMANCE/EVENT RUNNING TIMES

Doors Open:	*Minimum 15mins prior to event start time
Start Time:	
Support Act: *	*If Applicable
Interval:	
Act Two:	
Finish Time (approx.)	

FRONT OF HOUSE STAFF REQUIREMENTS

NOTE: The venue's Front-of-House (FOH) Manager is mandatory for all performances.
The Civic Centre provides volunteer ushers for events if required.

Latecomers Call: Is there a lockout once the show starts?

YES NO

If YES, when can patrons be admitted?

Will **programs** be offered for sale at your event?

YES NO

Do you require the Venue to provide **program sellers**?

YES NO

- If **YES**, do you require the venue to provide a **program float**? YES NO
- Will **Merchandise** be offered for sale? YES NO
- Do you require the Venue to provide **merchandise sellers**? YES NO
- If **YES**, do you require the venue to provide a **merchandise float**? YES NO

TICKETING ONSALE DETAILS

SALES TYPE	OPENING DATE & TIME
Preferential Bookings	
Groups	
Online / Counter / Phone	

PROMOTER COMPS

Person/s authorised to approve issue to comp tickets	
How many promoter comps / holds do you require	
Which Performance Date / Time	
Seat Numbers (if applicable)	
Videographer / Photographer seats required	

TICKET PRICE INFORMATION

Gross Ticket Selling Price

	Your Ticket Price	Inside Ticket Fee (\$3.50 for all tickets)	Advertised Ticket Price The amount your customers will be charged when buying tickets
<i>Example</i>	\$23.00	\$3.50	\$26.50
Adult / Full Price	\$	\$3.50	
Pensioner Concession – (Seniors etc)	\$	\$3.50	
Students (Student ID Card)	\$	\$3.50	
Children (2yrs to 12yrs)	\$	\$3.50	
Children (0yrs to 2 years)	\$	\$3.50	
Family (2 Adults, 2 Children)	\$	\$3.50	
Family (2 Adults + 2 Children) Note: Booking Fee applies for each person.	\$	\$3.50	
Other (please state):	\$	\$3.50	

Please Note: The Esperance Civic Centre accepts Companion Cards for all events.

CONTRACT EXECUTION

Ticketing Agreement

Name of Hirer

Contact Name

Email

Telephone

<input type="text"/>	<input type="text"/>
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Address

Signature

Date

<input type="text"/>	<input type="text"/>
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Signed on behalf of the Esperance Civic Centre:

Name:

Signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
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