

Terms and Conditions

Ticketing Services

Golden Grove Arts Centre



DEFINITIONS

Booking means any booking made for the use of the GGAC, through the use of Council's online booking portal (by completing and submitting the Golden Grove Arts Centre Hire Form). and includes any Event for which the Hirer has elected to use the Ticketing Service.

Booking Time(s) means the hire date(s) and time(s) nominated by the Hirer, and agreed to with Council, for the use of the GGAC for an Event(s).

Council means the City of Tea Tree Gully and where the context permits includes its employees, contractors, agents and other invitees.

Event means a specific event (e.g. concert, production) approved under a Booking.

GGAC means the Golden Grove Arts Centre at 1 Tenison Place, Golden Grove SA 5125, and includes all fixtures and Council equipment, property and furniture within.

Hirer means the person or organisation making a Booking and includes the employees, contractors, agents, authorised representatives and other invitees of the Hirer.

Ticketing Service means the ticketing service provided by GGAC, including event page setup, ticket sales, payment processing, customer service, Event Promotion and reporting.

Ticket Revenue means the total gross amount received from ticket sales for an Event.

Net Ticket Revenue means the Ticket Revenue less all Fees and Charges, refunds, transaction costs and adjustments.

Fees and Charges means all amounts payable to GGAC for the Event Hire, Ticketing Service, including administration fees, per-ticket fees, transaction fees and any additional agreed costs.

Settlement means the post-event reconciliation of Ticket Revenue, including all deductions and the calculation of the final balance payable to or by the Hirer.

CONDITIONS OF TICKETING SERVICE

This document sets out the general terms and conditions that apply to the Ticketing Service provided by Council. Any breach of these terms and conditions by a Hirer will constitute a breach of that Hirer's Booking, and Council will act accordingly and in accordance with these terms.

By requesting the Ticketing Service, the Hirer warrants that they have read and understood these terms and conditions and will be bound by them.

1. Use of the Ticketing Service

- 1.1. Council will provide the Ticketing Service for the approved Event only and retain control over all ticketing systems, platforms and processes.
- 1.2. The Hirer must pay all Fees and Charges associated with the Ticketing Service as set by Council. The Hirer acknowledges that it has seen and understands all applicable Fees and Charges.
- 1.3. All Ticket Revenue will be collected and held by Council on behalf of the Hirer until Settlement is completed.
- 1.4. Council will provide a Settlement to the Hirer within thirty (30) business days following the Event.
- 1.5. The Hirer must not cause or permit any misleading, deceptive or unlawful conduct in relation to ticket sales or promotion of the Event.
- 1.6. The Hirer agrees that it is liable for any costs, losses, or expenses incurred by Council arising from the Event or Ticketing Service on a cost recovery basis.
- 1.7. The Hirer must not sell or distribute tickets outside of Council's Ticketing Service without prior consent from Council.
- 1.8. The Hirer must comply with all reasonable directions given by Council in relation to the Ticketing Service.
- 1.9. The Hirer must promptly report to Council via email ggac@cttg.sa.gov.au any complaint, dispute or incident relating to ticket sales, including customer complaints, refund requests, or payment issues.

- 1.10. Council reserves the right to review, approve, or refuse ticket pricing, categories, or sales structures where reasonably required.
- 1.11. Council reserves the right to refuse, suspend, or withdraw from the Ticketing Service at its discretion.

2. Fees, Revenue and Settlement

- 2.1. Fees and Charges will be deducted from Ticket Revenue prior to Settlement.
- 2.2. Council will offset any outstanding amounts owed by the Hirer (including venue hire fees or other charges) against the Net Ticket Revenue.
- 2.3. If the Net Ticket Revenue is insufficient to cover Fees and Charges, refunds, or other costs, the Hirer must pay the shortfall to Council upon request.
- 2.4. Any balance payable to the Hirer following Settlement will be paid within thirty (30) business days.
- 2.5. Council is not responsible for fraudulent transactions, declined payments, or invalid ticket purchases, and any associated losses or costs will be borne by the Hirer.
- 2.6. All Fees and Charges are inclusive of GST unless otherwise stated.

3. Cancellation and Termination

- 3.1. Council may cancel or suspend ticket sales for an Event at any time at its sole discretion.
- 3.2. If Council cancels an Event (other than due to Hirer breach), ticket holders will be refunded, and Council may waive Fees and Charges at its discretion.
- 3.3. Where an Event is cancelled within fourteen (14) days or less of the scheduled Event date:
 - i) Council will retain all administration, transaction, and ticketing fees; and
 - ii) Council reserves the right to charge additional reasonable fees for administration, marketing, and costs incurred as a result of the cancellation.
 - iii) Ticket holders will be refunded in accordance with applicable laws

- iv) Fees and Charges are non-refundable
 - v) All refund-related costs will be deducted from Ticket Revenue
- 3.4. If Ticket Revenue is insufficient to cover refunds and associated costs, the Hirer must pay the shortfall to Council.
- 3.5. Where an Event is postponed or rescheduled, Council may transfer tickets to a new date or issue refunds where required.

4. Indemnity and Release

- 4.1. The Hirer agrees to indemnify and keep indemnified Council from and against all actions, costs, claims, damages, charges, demands and expenses whatsoever arising out of or in connection with:
- i) The Event
 - ii) The sale of tickets
 - iii) Any cancellation, postponement or change to the Event
- 4.2. The Hirer acknowledges that Council acts as a ticketing agent only and that the Hirer is responsible for the Event.
- 4.3. The indemnity and release provided by the Hirer under this clause are independent from the Hirer's other obligations and continue after the Event.

5. Disputes and Chargebacks

- 5.1. Council will manage ticketing enquiries and standard refunds; however, the Hirer must approve any discretionary refunds outside standard conditions.
- 5.2. The Hirer is responsible for ensuring that all invitees and guests of the Hirer strictly comply with any relevant terms and conditions of a Booking and any directions of Council.
- 5.3. The Hirer is responsible for all customer disputes, chargebacks, or payment reversals associated with the Event.
- 5.4. Any costs incurred by Council as a result of disputes or chargebacks will be payable by the Hirer.

6. Compliance with Laws and Booking Conditions

- 6.1. The Hirer must comply with all applicable legislation and the Venue Hire Terms & Conditions
- 6.2. A breach of these Ticketing Terms will be treated as a breach of the Booking.

7. Promotional Material

- 7.1. Council may use the Hirer's event information and promotional material for the purpose of marketing the Event and the GGAC.
- 7.2. The Hirer warrants that it owns or has obtained all necessary rights, licences and permissions to use any promotional material, including but not limited to images, logos, text, video, and other content, provided to Council for the purposes of the Ticketing Service.
- 7.3. The Hirer agrees that the use of such material by Council for ticketing, marketing and promotional purposes will not infringe the intellectual property or other rights of any third party.
- 7.4. The Hirer indemnifies and agrees to keep indemnified Council from and against any claims, actions, losses or damages arising from or in connection with the use of such promotional material.
- 7.5. Council reserves the right to refuse, remove, or request amendments to any promotional material at its discretion.

8. Customer Data and Privacy

- 8.1. Council will collect, store and use personal information obtained through the Ticketing Service in accordance with applicable privacy legislation and Council's Privacy Policy.
- 8.2. The Hirer acknowledges that Council collects customer data for the primary purpose of administering ticket sales, customer service, and event management.
- 8.3. Customer data collected through the Ticketing Service remains the property of Council and will not be provided to the Hirer except where required for the delivery of the Event

and in accordance with applicable laws.

8.4. The Hirer must not use any customer information obtained through the Ticketing Service for marketing or other purposes unless:

- i) the individual has provided express consent; and
- ii) such use complies with applicable privacy laws.

8.5. The Hirer agrees to comply with all applicable privacy and data protection laws in relation to any personal information received.

9. Amendment of Booking

8.1 Council may amend these terms and conditions with thirty (30) days' notice, or at any time by agreement with the Hirer.

10. Severance

If any part of these terms and conditions is found to be invalid or void or unenforceable, then that part will be severed from the relevant Booking, and the remainder of the Booking will continue to apply.

FURTHER INFORMATION AND USEFUL LINKS

City of Tea Tree Gully website

<https://www.teatreegully.sa.gov.au>

Golden Grove Arts Centre (Venue Information & Hire Portal)

<https://www.teatreegully.sa.gov.au/community-and-recreation/arts-and-culture/golden-grove-arts-centre-facility-information>

Consumer and Business Services (SA)

<https://www.cbs.sa.gov.au>

Australian Competition & Consumer Commission (ACCC)

<https://www.accc.gov.au>

Office of the Australian Information Commissioner (OAIC)

<https://www.oaic.gov.au>

Ticketing Contact (GGAC)

Email: ggac@cttg.sa.gov.au

Phone: 8397 7429