

BROCHURE/ADVERTISING DISPLAY

CONTRACT 15 JUNE 2020 TO 30 JUNE 2021

ABN: 39 055 343 428 | Hobart City Council | Prices include GST

CONTACT DETAILS

* If applicable

** Legal requirement for tour companies

Brochure name _____

Company name _____

Contact person _____

Mailing address _____

Phone _____

Email address _____

ABN _____

* ATAP Accreditation number _____

** Commercial Visitor Services (CVS) number _____

** Passenger Transport Service Accreditation number _____

HOW TO ARRANGE FOR BROCHURE DISPLAY

Please fill out the brochure display form, and return with your payment and approximately 500 brochures by the 30 June. Brochures will not be displayed until the agreement, brochures and payment in full have been received.

Please indicate how many brochure slots you would like by numbering them in the quantity column below.

BROCHURE DISPLAY	QTY	TOTAL
Accredited TTIC DL \$260 per annum		
Accredited TTIC A4/A5 \$450 per annum		

MALL BOOTH ADVERTISING	PREFERRED PERIOD	TOTAL
Specials Board \$110 per week		
Weekly Digital Feature \$150 per week		
Monthly Digital Subscription \$300 per month		

GRAND TOTAL \$ _____

Office use only

Action	Date	Staff initial
DISPLAYED		
DATABASE		
STORED		

HOW TO PAY

DIRECT BANK DEPOSIT

Account name: Tasmanian Travel and Information Centre

BSB: 067 000 **Account:** 10683084

Reference: Your brochure name + TTIC (ie Barry's Tours TTIC)

CHEQUE

Please make payable to: Tasmanian Travel and Information Centre

CREDIT CARD

(all credit card transactions attract a 1% bank fee)

Card type Visa Mastercard

Card Number

Expiry Date ____/____/____ **Amount** _____

Name on card _____

I acknowledge that I have read and understood and hereby agree to abide by and comply with the Terms and Conditions within the prospectus or supplied to me and acknowledge that together with this document the Terms and Conditions on the back page.

Signature _____

Date _____

Office use only

Display area	Quantity	A4/DL

Signed on behalf of TTIC:	Notes
Name and Position Held:	
Date:	

I acknowledge that I have read and understood and hereby agree to abide by and comply with the Terms and Conditions within the prospectus or on the next page and acknowledge that together with this document the Terms and Conditions on the back page.

Signature: _____

Date: ____/____/____

Signed for and on behalf of the Centre: _____

Name and position held: _____

Date: ____/____/____

TERMS AND CONDITIONS

The Centre has agreed to provide services to the Operator for advertising, promotion, booking and related services, as specified in the Application and on the following terms and conditions. The Operator warrants that it has read these terms and conditions, and that it agrees to be bound by them.

DEFINITIONS

1. In this Agreement, unless the contrary intention appears:

“**Advertising Material**” means the materials the Operator has requested the Centre to display;

“**Agreement**” means the Application and these terms and conditions;

“**Application**” means the application made by the Operator to the Centre to provide the Services;

“**Centre**” means the Hobart City Council (39 055 343 428), operating the business known as the Tasmanian Travel and Information Centre;

“**GST**” means the goods and services tax which is imposed pursuant to the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

“**Operator**” means the entity that provides the Operator’s Services and which has sought the Services from the Centre;

“**Operator’s Services**” means the tourism and travel-related services provided by the Operator to members of the public;

“**Price**” means:

- a) the fee payable by the Operator to the Centre for the display of the Advertising Materials in accordance with clause 9.a) of these terms and conditions; and/or
- b) the commission payable by the Operator to the Centre for making bookings in accordance with clause 10.b) of these terms and conditions;

“**Services**” means the tourism and travel-related services provided by the Operator to members of the public;

PROVISION OF THE SERVICES

2. The Centre will provide the Services to the Operator, subject to the Application and these terms and conditions.
3. Where the Services include the display of Advertising Material then the Centre will:
 - a) Display the Advertising Material provided by the Operator to the Centre at its premises at Elizabeth Street Mall, Hobart in Tasmania. Yet the Centre does not guarantee exact location for the Advertising Material, and
 - b) Ensure the Operator’s Advertising Material is stocked daily (when open) as long as the Centre continues to have stocks of the Advertising Material.
4. The Centre may display the advertising material of similar businesses, products and services to those of the Operator.
5. Where the Services include booking the Operator’s Services for a member of the public then the Centre may receive payment for the Operator’s Services from the member of the public and issue a ticket or booking reference to that person on behalf of the Operator.
6. The Centre is under no obligation to book any of the Operator’s Services for a member of the public.
7. This Agreement will expire on 30 June 2021, unless otherwise agreed.
8. The Centre reserves the absolute right, at its sole discretion, to:
 - a) cease displaying and to remove the Advertising Material from the Centre’s premises; or

- b) Terminate this Agreement immediately by written notice to the Operator.

PAYMENT FOR THE SERVICES

9. Where the Services include the display of Advertising Material then:
 - a) the Operator will pay a fee to the Centre as specified in the Application, and payable via bank deposit, credit card or cheque within 30 days of the date of each invoice issued by the Centre; and
 - b) The Operator must pay the reasonable expenses for the disposal of any Advertising Material incurred by the Centre, in the event that the Advertising Material is replaced, unused at the expiration or earlier termination of this Agreement, or no longer required for any other reason. These expenses must be specified in an invoice issued by the Centre to the Operator, and paid within 14 days of the date of that invoice.
10. Where the Services include booking the Operator’s Services for a member of the public then:
 - a) the Centre will receive the full cost of the Operator’s Service from the member of the public (including GST);
 - b) the Centre is entitled to retain a commission, calculated at 15% of the total cost of the Operator’s Services (including GST); and
 - c) The balance of the funds received from the Centre will be provided to the Operator via electronic bank transfer within 14 days of receipt of an invoice issued by the Operator to the Centre for the cost of any booking made by the Centre for the Operator’s Services less the Centre’s commission.
11. The Operator is responsible for providing up-to-date bank account details to the Centre for all electronic bank transfers.
12. Should this Agreement be terminated upon mutual agreement of both parties, the Operator may be entitled to a refund of any fee paid by the Operator pursuant to this Agreement at the full discretion of the Centre. Any such refund will be calculated on a pro-rata basis for the remainder of the period of this Agreement.
13. The Centre is entitled to charge a \$35 administration fee if the operator decides to change the advertising content during the term of this agreement.
14. Operators are responsible for the printing fee and other production costs for all advertising materials.
15. The Centre is entitled to charge a \$2.5/kg brochure disposal fee for helping to dispose over 2 kg of advertising brochures during the term of the Agreement. Operators have the right to collect the advertising material.. The Centre is not be responsible for any postage or delivery costs in connection with the disposal of the advertising material.
16. Any the terms of any offers by the Operator which are provided to the Centre for advertising purposes must be honored as advertised. If the operator makes any amendment to the terms of their offers they must notify the Centre and make payment for, or arrange for, the cost of reprinting of the amended terms of the offer.

LIABILITY

17. The Centre takes and has no responsibility for the content of the Advertising Material or the promises or offers made within them by the Operator.

18. In the event of any breach of this Agreement by the Centre, the remedies of the Operator shall be limited to damages, which under no circumstances shall exceed the cost of the Operator’s Services for which the Centre has received payment from a member of the public.
19. The Centre shall be under no liability whatsoever to the Operator for any indirect loss and/or expense (including loss of profit) suffered by the Operator arising out of a breach by the Centre of this Agreement.
20. The operator will indemnify and keep indemnified the Centre against any liability, costs, claims actions, demands or expenditure whatsoever or howsoever arising in connection with this Agreement provided that the Operator shall not be required to indemnify and keep indemnified the Centre against any liability, costs, claims, actions, demands or expenditure to the extent that such liability, costs, claims, actions, demands or expenditure are caused by or contributed to by the negligent action or negligent inaction of the Centre, its employees, agents or contractors.
21. The Operator will hold and continue to hold a minimum of \$20 million public liability insurance in the name of the Operator for any one occurrence in respect of the public liability.
22. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

GENERAL

23. The Operator will hold and continue to hold the necessary licenses and permits as required in order to provide the Operator’s Services. In agreeing to provide the Services, the Centre does not grant any approval, permit or permission, and makes no representation which will fetter or affect the functions, responsibilities and discretions when acting as the relevant planning authority or carrying out any other statutory function.
24. It is the Operator’s responsibility to ensure that the content of the Advertising Material does not violate any state or federal laws.
25. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
26. This Agreement shall be governed by the laws of Tasmania and are subject to the jurisdiction of the courts of Tasmania.
27. The failure by the Centre to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Centre’s right to subsequently enforce that provision.
28. The Centre has the sole and unfettered discretion to decide whether to accept or decline any Application.
29. Nothing in this Agreement is intended to have the effect of contracting out any applicable provisions of the Competition and Consumer Act 2010 (Cth) except to the extent permitted by law where applicable.
30. The Centre reserves the right to review these terms and conditions at any time. If, following any such review there is to be any change to these terms and conditions, then that change will take effect from the date on which the Centre notifies the Operator of such change.