

<b>Title</b>	Programs and Merchandise Policy
<b>Type of Policy</b>	Operating
<b>Last Reviewed</b>	31/01/09

## Introduction

<b>Scope</b>	
The Programs and Merchandise policy sets out the procedures and guidelines which will govern how presenters sell programs and/or merchandise in support of events in the Arts Centre.	
<b>Purpose</b>	
<p>The purpose of the Arts Centre’s Program &amp; Merchandise Policy is:</p> <ul style="list-style-type: none"> <li>▪ to act as a profitable revenue stream for the Arts Centre</li> <li>▪ to realise the optimum commercial value of the Arts Centre’s event program</li> <li>▪ to contribute to the visitor experience by facilitating the purchase of event mementos</li> </ul>	
<b>Related Compliance Requirements</b>	Fair Trading Act of Victoria 1999 Trade Practices Act 1974 Master Licence Agreement
<b>Related Policy or Operating Procedures</b>	N/A
<b>Key Definitions</b>	Refer to <b>Attachment A</b> for a list of key definitions used within this policy.

## Background

In addition to acting as a revenue stream, the Arts Centre is keen to extend each customer's experience at the Arts Centre by adding value to their attendance at Arts Centre events through access to quality programs or show merchandise as mementos of the event.

### 1. Programs & Merchandise

- 1.1 The Trust reserves the right to sell Arts Centre branded or performing arts-related Merchandise at all events.
- 1.2 The Presenter:
  - i. must ensure that the Programs or Merchandise are sold only by the Trust Staff unless otherwise agreed to in writing by the Trust;
  - ii. must not offer to sell, or allow to be sold any Programs or Merchandise other than in accordance with the conditions set out in this clause;
  - iii. is liable for the wages and other costs associated with the provision of Staff by the Trust;
  - iv. must obtain the written consent of the Trust in relation to the manner and location in which Programs or Merchandise are to be sold.
- 1.3 The Presenter may, with the Trust's prior written consent, enter into an agreement with a third party for the sale of Merchandise, but the Presenter must provide to the Trust, prior to the Trust's consent being obtained, the third party's written agreement to be bound by this Agreement (insofar as it is relevant to the sale of Programs and Merchandise);
- 1.4 The Presenter must ensure that Programs:
  - i. include such information as may reasonably be required by the Trust including venue credits, exit plans, disclaimers and conditions;
  - ii. do not defame any person;
  - iii. do not infringe any copyright or other industrial or intellectual property right of any other person;
  - iv. comply with all applicable laws;
  - v. do not bring the Trust or the Centre into disrepute.
- 1.5 The Presenter must submit a draft of each Program for the Event to the Trust for approval prior to the Event.
- 1.6 In realising the sales of programs and event merchandise, the Arts Centre will consider and respect the legitimate interests of all stakeholders. Arts Centre program and merchandise stakeholders include:
  - i. presenting companies and their approved third party contractors;
  - ii. selected commercial suppliers;
  - iii. internal departments and business units.
- 1.7 The Arts Centre pro-actively protects and defends the rights due to its commercial stakeholders.

- 1.8 The Presenter will have the right to acknowledge and promote their products for sale in accordance with the Master Licence Agreement. All retail promotions, displays and signage must be approved by the Arts Centre prior to the commencement of the hiring period. Such approval may be withheld if the Arts Centre determines that such promotional activity, display or signage:
- i. will prejudice the interests of the Arts Centre;
  - ii. will call into question or cause embarrassment or detriment to the good name and reputation of the Arts Centre or any Arts Centre sponsor;
  - iii. does not comply in all respects with the terms and conditions of the Master Licence Agreement executed by the parties; or
  - iv. is deemed illegal under State or Federal Fair Trading legislation.
- 1.9 The Presenter shall not be entitled to display any signage or conduct any promotional activity which:
- i. has not been approved in writing by the Arts Centre;
  - ii. does not comply in all respects with the material or activity approved by the Arts Centre; or
  - iii. is not specifically connected with the Event.
- 1.10 The Arts Centre reserves the right to (at the Presenter's cost):
- i. remove any authorised signage or advertising material;
  - ii. to order and effect an immediate stop to any unauthorised promotional activity; or
  - iii. remove any person conducting any unauthorised promotional activity from the Arts Centre

## 2. Infrastructure

- 2.1 The presenter or the designated merchandise partner is responsible for the provision of, and the payment of costs for, all infrastructure needs associated with the sale of event merchandise, including (but not restricted to):
- i. Marquee and table hire at the Sidney Myer Music Bowl
  - ii. EFTPOS provision at all venues
  - iii. Cash floats at all venues
  - iv. Signage in accordance with the clauses above
  - v. Selling staff (can be Arts Centre staff paid for by the merchandise provider as arranged by prior agreement)
  - vi. Shrinkage
  - vii. Merchandise security

## 3. Merchandise Reconciliation and Royalty Settlement

All external merchandise providers must adhere to the following procedures:

- 3.1 Contact must be made prior to set-up with the Retail Manager to confirm the designated Arts Centre contact person on-site, locations, infrastructure requirements, signage, staffing, storage, and on-site arrival times

- 3.2 On arrival at the venue the merchandise company representative must make contact with the designated Arts Centre contact for the event to coordinate set-up and end-of-event reconciliation procedures
- 3.3 All merchandise arriving on-site at the beginning of an event will be counted and must be entered onto a Merchandise Sales Record (see attached), signed by both the merchandise representative and the Arts Centre designate
- 3.4 Any extra merchandise introduced during an event will be counted and the Merchandise Sales Record will be updated with the new information and initialled by both the merchandise representative and the Arts Centre designate
- 3.5 All merchandise remaining at the conclusion of the event will be counted and the quantities entered on the Merchandise Sales Record, at which point royalties will be calculated on the sold merchandise as per the license agreement and paid to the House/Venue Supervisor. The Merchandise Sales Record will be signed by both the merchandise representative and the Arts Centre Supervisor on completion of the count and receipt of the royalty payment due. Royalty payment will be made upon the completion of the event/performance/s each day or as agreed to in writing with the Trust
- 3.6 At the discretion of the Retail Manager, an Arts Centre designate will cross check all counts
- 3.7 A copy of the completed Merchandise Sales Record for each day's sales must be sent by the House Supervisor to the Retail Manager, Visitor Businesses, L9 and to the Events Settlement Officer, L9 at the conclusion of each day's event.

## Supporting Documentation

### i) Forms and Records Management

Forms or records that are generated by the policy are as follows:

Form	Retention Period	Location
Merchandise Sales Record	2 Years	Accounts Payable – Finance

### ii) Related Material

Material which assists or supports execution of this policy is as follows:

Name	Document Type	Location
Master Licence Agreement	Contract	Presenter Services

## Governance

### i) Responsibility

<b>Policy Owner</b>	Michael Whitehead
<b>Approving Body</b>	Andrew Moon

### ii) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment
1	7/8/08	Peter Dansie	First Version
2	31/1/09	Peter Dansie	Addition of Infrastructure and Settlement details

## Attachment A: Definitions

Term	Definition
<b>Merchandise</b>	Any product, other than the Program, linked to an event and sold at the event either by staff representing the Presenter or by Arts Centre staff
<b>Presenter</b>	The organisation or individual responsible for the delivery of all aspects of an event to the Arts Centre
<b>Program</b>	A publication accompanying an event sold by the Arts Centre on behalf of the Presenter
<b>Trust Staff</b>	All employees of the Arts Centre