

Programs and Merchandise

Operating Policy



Purpose

The purpose of Arts Centre Melbourne's Programs and Merchandise Policy is to:

- act as a revenue stream for Arts Centre Melbourne
- realise the optimum commercial value of Arts Centre Melbourne's event program
- contribute to the visitor experience by facilitating the purchase of programs and merchandise

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 Arts Centre Melbourne.

Scope

This policy applies to all staff involved in activities related to the selling of programs and merchandise at Arts Centre Melbourne, and all external parties involved in the process, such as presenters and merchandise partners.

Policy

1 Programs & Merchandise – content and promotion

- 1.1 The Trust reserves the right to sell Arts Centre Melbourne branded or performing arts-related Merchandise at all events.
- 1.2 The Presenter:
 - a) must ensure that the Programs or Merchandise are sold only by the Trust Staff unless otherwise agreed to in writing by the Trust (except in the situation detailed in 1.3 below);
 - b) 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;
 - c) is liable for the wages and other costs associated with the provision of Staff by the Trust;
 - d) must obtain the written consent of the Trust if the manner and location in which Programs or Merchandise are to be sold varies from standard practice.
- 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:
 - a) include such information as may reasonably be required by the Trust including venue credits, exit plans, disclaimers and conditions;
 - b) do not defame any person;

- c) do not infringe any copyright or other industrial or intellectual property right of any other person;
 - d) comply with all applicable laws;
 - e) do not bring the Trust or the Centre into disrepute.
- 1.5 The Presenter may be requested to submit a draft of each Program for the Event to the Trust for approval prior to the Event.
- 1.6 The Presenter will have the right to acknowledge and promote their products for sale in accordance with the Master Licence Agreement.
- 1.7 Arts Centre Melbourne reserves the right to not allow promotions, displays and signage if these:
- a) will prejudice the interests of Arts Centre Melbourne;
 - b) will call into question or cause embarrassment or detriment to the good name and reputation of Arts Centre Melbourne or any Arts Centre Melbourne sponsor;
 - c) do not comply in all respects with the terms and conditions of the Master Licence Agreement executed by the parties;
 - d) are deemed illegal under State or Federal Fair Trading legislation.
 - e) do not comply in all respects with the material or activity approved by Arts Centre Melbourne; or
 - f) are not specifically connected with the Event.
- 1.8 Arts Centre Melbourne reserves the right to (at the Presenter's cost):
- a) remove any unauthorised signage or advertising material;
 - b) to order and effect an immediate stop to any unauthorised promotional activity;
or
 - c) remove any person conducting any unauthorised promotional activity from Arts Centre Melbourne.

2 Infrastructure

- 2.1 The presenter or third party (as detailed in 1.3) 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):
- a) Marquee and table hire at the Sidney Myer Music Bowl
 - b) Signage in accordance with the clauses above
 - c) Shrinkage
 - d) Merchandise security
 - e) Selling staff (can be Trust Staff paid for by the merchandise provider as arranged by prior agreement)
 - f) EFTPOS provision which may include machine rental and credit card fees – only applicable if Trust Staff aren't engaged as sellers.

- g) Cash floats at all venues – only applicable if Trust Staff aren't engaged as sellers.

3 Merchandise Operations, Reconciliation and Settlement

- 3.1 Contact must be made prior to set-up with the Merchandise Coordinator to confirm the designated Arts Centre Melbourne contact person on-site, locations, infrastructure requirements, signage, staffing, storage, and on-site arrival times.
- 3.2 Delivery details must be provided at least 48 hours in advance of a delivery. These details include:
 - a) Expected date and time of delivery arrival
 - b) Size and quantity of goods being delivered
 - c) Type of vehicle being used
 - d) Need for walkie-stalker assistance (Theatres Building only) or pallet jack
 - e) Contact details including mobile number for the personnel involved.
- 3.3 Prior to arrival at the venue the merchandise company representative must make contact with the designated Arts Centre Melbourne contact for the event to coordinate set-up and end of event reconciliation procedures.
- 3.4 Arts Centre Melbourne reserves the right to count stock at any time.
- 3.5 All opening stock figures, sales and closing stock figures must be entered into a Merchandise Sales Record (attached page 5 of this policy).
- 3.6 Royalties will be calculated on the sold merchandise as per the Master Licence Agreement and paid to the Supervisor, Visitor Services upon completion of the event each day or as agreed to in writing with the Trust. The Merchandise Sales Record must be signed by both the merchandise representative and Supervisor, Visitor Services.
- 3.7 Arts Centre Melbourne's Merchandise Coordinator will retain a copy of the Merchandise Sales Record.

Attachment A – Definitions

Key Term	Definition
Merchandise	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 Melbourne staff
Presenter	The organisation or individual responsible for the delivery of all aspects of an event to Arts Centre Melbourne
Program	A publication accompanying an event sold by Arts Centre Melbourne on behalf of the Presenter
Trust Staff	All employees of Arts Centre Melbourne



Merchandise Sales Record

Venue:						Date & Time:			
Performance / Event:									
Merchandise Company:									
Item	Price	Stock issued	Additional	Items to Hirer	Short or Dam	Comp	Returns	Sales	Amount
						Total Sales Takings:			
						Royalty Due (if applicable):			
<input type="checkbox"/> Royalties <input type="checkbox"/> or Total Sales						Amount Banked:			
Royalty Rate:						Discrepancy (if any)			

Seller:

Supervisor:

Supporting Documentation

a) Forms and Records Management

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

Form	Retention Period	Location
<i>Merchandise Sales Record</i>	2 years	<i>Accounts Payable - Finance</i>

b) Related Policies and Operating Procedures

Policy or Operating Procedure
Master Licence Agreement

Governance

a) Responsibility

Policy Owner	Director, Ticketing
Approving Executive	Executive, Sales and Customer Services

b) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment
1.0	7/08/2008	Peter Dansie	First version
2.0	31/01/2009	Peter Dansie	Addition of infrastructure and settlement details
2.1	January 2012	Manager – Assurance & Compliance	Minor amendments – rebranding
3.0	May 2014	Executive, Sales and Customer Service	Third version – new template and minor updates
Post Implementation Review			
Due Date			May 2016