

# SYDNEY OPERA HOUSE

## COMMISSIONABLE RATES: TOUR 25% + BUNDLE 20%

VALID 1 APRIL 2025 – 31 MARCH 2026



### Guided Tour Rates 25% Commission

- 1 Hour Guided Tour
- Mobility Access Tour
- Architectural Tour
- Backstage Tour

### Tour and Dining Bundle 20% Commission

- Tour & Dine

### Bookings

- To make a booking please contact Tourism Bookings:
- **Email:** [tourismbookings@sydneyoperahouse.com](mailto:tourismbookings@sydneyoperahouse.com)
- **Phone:** +61 02 9250 7250 (Local) +61 02 8188 3734 (International)
- **Trade Portal:** [Tourism Trade Portal](#)
- Please contact the **Sales Team** for more information: [salesteam@sydneyoperahouse.com](mailto:salesteam@sydneyoperahouse.com)



# TOURS 25% + BUNDLE 20%

Commissionable rates valid from 1 April 2025 to 31 March 2026. All prices quoted in Australian dollars. Pricing includes GST.

1 HOUR GUIDED TOUR 25/26 - 25% COMMISSION		
1 HOUR NON-EXCLUSIVE TOUR	PRODUCT BRIEF & KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Non-Exclusive Shared Tour</p> <p><b>Language Tour available in:</b> English, French, German, Spanish</p> <p><b>Tour Times:</b> English: 9:00am - 5:00pm Daily. French: 11:30am Mon, Wed, Fri German: 4:00pm Mon &amp; Fri Spanish: 3:00pm Tues &amp; Thurs</p>	<p>Discover insider secrets and stories of the Opera House artists and performances, and step inside the iconic theatres and foyers that bring to life over 1,800 performances each year. Explore the building with our knowledgeable guides, learn about how Jørn Utzon’s vision came into existence against impossible odds.</p> <ul style="list-style-type: none"><li>1-&lt;11Pax maximum may join shared non-exclusive tour</li><li>12 Pax+ must book a private tour</li><li>This tour has 300+ stairs (low impact).</li><li>See Mobility Access Tour for accessibility needs.</li><li>Cloaking: Backpacks and small items to be cloaked</li><li>No luggage or large bags accepted</li></ul>	
	GROSS RATE	NETT RATE INC GST
Adult (Per Person)	\$48.00	\$36.00
Concession (Per Person) Australian Seniors Card, Australian Pensioners, full time students aged 16+	\$38.00	\$28.50
Child (Per Child) 5-15 years inclusive Child under 5 FOC (booked on tour as under 5)	\$28.00	\$21.00
1 HOUR EXCLUSIVE PRIVATE TOUR	KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Exclusive Private Tour</p> <p><b>Language Tour available in:</b> English</p> <p><b>Tour Times:</b> 9:00am - 5:00pm Daily</p> <p><b>Note:</b> French, Spanish, and German Private Booked Tours are no longer available.</p>	<p>Discover insider secrets and stories of the Opera House artists and performances, and step inside the iconic theatres and foyers that bring to life over 1,800 performances each year. Explore the building with our knowledgeable guides, learn about how Jørn Utzon’s vision came into existence against impossible odds.</p> <ul style="list-style-type: none"><li>This tour has 300+ stairs (low impact).</li><li>See Mobility Access Tour for accessibility needs.</li><li>Cloaking: Backpacks and small items to be cloaked</li><li>No luggage or large bags accepted</li><li>Tour leaders/local guides are welcome to translate during privately booked tours conducted in English.</li></ul>	



# TOURS 25% + BUNDLE 20%

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	GROSS RATE	NETT RATE INC GST
1-16 Pax - Flat Rate 1 x FOC Escort/Local Guide per group	\$768.00	\$576.00
16+ Pax and Over – the Per Person rate applies 1 x FOC Escort/Local Guide per group	\$48.00	\$36.00
<b>1 HOUR MOBILITY ACCESS TOUR 25/26 - 25% COMMISSION</b>		
1 HOUR NON-EXCLUSIVE TOUR	PRODUCT BRIEF & KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Non-Exclusive Shared Tour</p> <p><b>Language Tour available in:</b> English</p> <p><b>Tour Times:</b> 11:30am &amp; 2:45pm Daily.</p> <ul style="list-style-type: none"> <li>• <b>Bookings:</b> On request only.</li> <li>• <b>Email:</b> <a href="mailto:tourismbookings@sydneyoperahouse.com">tourismbookings@sydneyoperahouse.com</a> or <b>Phone:</b> 02 9250 7250</li> <li>• <b>Limited Capacity:</b> The Mobility Access Tour has limited capacities. Specific details on the number of participants are required in advance.</li> <li>• Stage Door meeting point for pre-booked tours.</li> </ul>	<p>We believe everyone should be able to enjoy the Sydney Opera House. Our Mobility Access Tour is designed for customers with limited mobility.</p> <p>To best accommodate their needs, we require some advance information.</p> <ul style="list-style-type: none"> <li>• Backpacks and small bags must be cloaked.</li> <li>• No luggage or large bags accepted.</li> </ul>	
	GROSS RATE	NETT RATE INC GST
Adult (Per Person)	\$48.00	\$36.00
Concession (Per Person) Australian Seniors Card, Australian Pensioners, full time students aged 16+	\$38.00	\$28.50
Child (Per Child) 5-15 years inclusive Child under 5 free of charge (must be included in pax numbers/ticket required)	\$28.00	\$21.00

Information correct at time of publication (July 2024). All tours products subject to availability. Prices are subject to change at the discretion of Sydney Opera House. Products may be withdrawn from sale at the discretion of Sydney Opera House. Please refer to Terms & Conditions for booking and cancellation policies. Making a booking assumes full acceptance of the product price/s, terms and conditions, and cancellation policy included with these rates.



# TOURS 25% + BUNDLE 20%

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ARCHITECTURAL TOUR 25/26 - 25% COMMISSION		
NON-EXCLUSIVE TOUR	PRODUCT BRIEF & KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Non-Exclusive Shared Tour</p> <p><b>Language Tour available in:</b> English</p> <p><b>Tour Times:</b> 8.15am &amp; 10.00am Saturday</p>	<p>Join on this historical tour where you'll learn how in the mid-1950s, Australia and a man from Denmark, Jørn Utzon, created a sculpture on Sydney Harbour that changed the course of twentieth-century architecture. To quote US architect Frank Gehry, “(Sydney Opera House) changed the image of an entire country.” Hear how visionaries, idealists, architects, engineers, pragmatists and artists together built this architectural and engineering masterpiece that was at the cutting edge of what was possible at the time.</p> <ul style="list-style-type: none"><li>• This tour has approx. 300 stairs - Low Impact</li><li>• Cloaking: Backpacks, small bags to be cloaked</li><li>• No luggage or large bags accepted</li></ul>	
	GROSS RATE	NETT RATE INC GST
Adult (Per Person)	\$48.00	\$36.00
Concession (Per Person)  Australian Seniors Card, Australian Pensioners, full time students aged 16+	\$38.00	\$28.50
Child (Per Child) 5-15 years inclusive  Child under 5 free of charge (must be included in pax numbers/ticket required)	\$28.00	\$21.00
EXCLUSIVE PRIVATE TOUR	KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Exclusive Private Tour</p> <p><b>Language Tours available in:</b> English</p> <p><b>Tour Times:</b> On request</p> <p>Private tour rates apply</p>	<p>The below rate applies to Architectural tour bookings where the customer requires an exclusive private tour.</p>	
	GROSS RATE	NETT RATE INC GST
1-16 Pax - Flat Rate  1 x FOC Escort/Local Guide per group	\$768.00	\$576.00
16 + Pax and Over – the Per Person rate applies  1 x FOC Escort/Local Guide per group	\$48.00	\$36.00

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BACKSTAGE TOUR 25/26 - 25% COMMISSION		
NON-EXCLUSIVE & EXCLUSIVE TOUR OPTIONS	PRODUCT BRIEF & KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b> Non-Exclusive Shared Tour</p> <p><b>Language Tour available in:</b> English</p> <p><b>Tour Times: Daily</b> Check-in at 6:45am at <b><u>Stage Door</u></b> for 7.00am departure</p> <ul style="list-style-type: none"><li>• Maximum 12 pax per tour</li><li>• Exclusive Tour: On request only</li><li>• Children 10 years+ only.</li><li>• Includes Breakfast</li><li>• Tour is approx. 2.5 hours duration including tour + breakfast with tour guide.</li></ul>	<p>Go behind closed doors and experience the House from behind the scenes with this small group tour. Venture backstage through the corridors to our rehearsal spaces, into the orchestra pit before enjoying breakfast in the exclusive domain of our performers, the Green Room.</p> <ul style="list-style-type: none"><li>• Tour must be pre-booked</li><li>• Must wear enclosed footwear</li><li>• All items must be cloaked on arrival</li><li>• This tour contains approx. 300 stairs - Low Impact</li></ul>	
	GROSS RATE	NETT RATE INC GST
Per Person	\$199.00	\$149.25
Exclusive Tour Flat Rate (1- 12pax)	\$2,388.00	\$1,791.00

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1 HOUR TOUR & DINE 25/26 - 20% COMMISSION		
TOUR AND DINE OFFERING	PRODUCT BRIEF & KEY INFORMATION	
<p><b>Trading Days &amp; Tour Times:</b></p> <p><b>English Tour:</b></p> <ul style="list-style-type: none"><li>Non-Exclusive Shared Tour: Available daily from 9:00 am to 5:00 pm</li><li>Exclusive/Private Tours: Available on request.</li></ul> <p><b>Language Tours:</b></p> <ul style="list-style-type: none"><li>Non-Exclusive:</li><li>French: Monday, Wednesday, and Friday at 11:30 am</li><li>German: Monday and Friday at 4:00 pm</li><li>Spanish: Tuesday and Thursday at 3:00 pm</li></ul> <p><b>Group Size:</b></p> <ul style="list-style-type: none"><li>Minimum: 1 pax</li><li>Maximum: 12 pax</li><li>Groups over 12&gt; pax: Available on request</li></ul>	<p>Make the most of a day out at the Opera House by experiencing our 1-hour guided tour followed by a main meal and a beverage at either - the Opera Bar or House Canteen.</p> <ul style="list-style-type: none"><li>Contains approximately 300 stairs (low impact).</li><li>Cloaking: Backpacks and small items must be cloaked. No luggage or large bags accepted.</li><li>Alfresco dining is available at Opera Bar and House Canteen.</li><li>Free seating – customers seat themselves, no pre-booked tables.</li></ul> <p><b>Dining Redemption:</b></p> <ul style="list-style-type: none"><li>Ticket can be redeemed at either Opera Bar or House Canteen for a main meal and beverage on the day of the tour 11:30 am - 6:00 pm.</li><li>Please allow guests 2 hours to fully enjoy this package.</li></ul>	
	GROSS RATE	NETT RATE INC GST
Adult (Per Person)	\$88.00	\$70.40
Concession (Per Person) Australian Seniors Card, Australian Pensioners, full time students aged 16+	\$77.50	\$62.00
Child (Per Child) 5-15 years inclusive	\$47.50	\$38.00
*This product is a set menu and the only dietary requirement that can be catered for is vegetarian and gluten free		
*For exclusive private tour (on request) and dining bundle please consult our Reservations Team for pricing.		

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## PRODUCT BLOCK OUT DATES

\*\*As the Sydney Opera House is a working performing arts centre, additional block out dates may be added at our discretion\*\*

1-HOUR GUIDED TOUR, MOBILITY ACCESS & BACKSTAGE TOUR 1 APRIL 2025 – 31 MARCH 2026		
APRIL 2025	Friday 18 April 2025	Good Friday
MAY 2025	Tuesday 13 May 2025 (Half Day) Tours available until 1pm	Event
DECEMBER 2025	Thursday 25 December 2025	Christmas Day
	Tuesday 30 December 2025	New Year's Eve Bump in Day
	Wednesday 31 December 2025	New Year's Eve
JANUARY 2026	Thursday 01 January 2026 (Half Day) Tours available from 1pm	New Year's Day
TOUR AND DINE 1 APRIL 2025 – 31 MARCH 2026		
APRIL 2025	Friday 18 April 2025	Good Friday
	Saturday 19 April 2025	Easter Saturday
	Sunday 20 April 2025	Easter Sunday
	Monday 21 April 2025	Easter Monday
	Friday 25 April 2025	Anzac Day
MAY 2025	Sunday 11 May 2025	Mother's Day
JUNE 2025	Monday 9 June 2025	King's Birthday
SEPTEMBER 2025	Sunday 7 September 2025	Father's Day
OCTOBER 2025	Monday 6 October 2025	Labour Day
NOVEMBER 2025	Tuesday 4 November 2025	Melbourne Cup
DECEMBER 2025	Friday 5 December 2025	Peak Season
	Friday 12 December 2025	Peak Season
	Friday 19 December 2025	Peak Season
	Thursday 25 December 2025	Christmas Day
	Friday 26 December 2025	Boxing Day
	Saturday 27 December 2025	Peak Season
	Sunday 28 December 2025	Peak Season
	Monday 29 December 2025	Peak Season
	Tuesday 30 December 2025	New Year's Eve Bump In Day
	Wednesday 31 December 2025	New Year's Eve

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JANUARY 2026	Thursday 01 January 2026	New Year's Day
	Sunday 25 January 2026	Peak Season
	Monday 26 January 2026	Australia Day

## SYDNEY OPERA HOUSE TERMS AND CONDITIONS OF SUPPLY

### 1. Term and applicability

- 1.1. These terms (**Terms and Conditions**) include any special conditions put in writing and apply to the purchase of any Sydney Opera House (**SOH**) tourism products or services listed in the SOH Tourism Sales Manual or as quoted to the customer (**Customer**) at the time of booking (**Products**).
- 1.2. The Customer's terms and conditions, if any, do not apply. In the event of any inconsistency between these Terms and Conditions and any special conditions, the special conditions will prevail to the extent of the inconsistency.
- 1.3. These Terms and Conditions may be updated by SOH with notice from time to time.

### 2. Appointment

SOH appoints the Customer as its non-exclusive agent to supply Products to end users of Products (**Visitors**) on the terms set out in these Terms and Conditions.

### 3. Supply of Products by SOH to the Customer and Resupply

- 3.1 Subject to availability, SOH will use its reasonable efforts to supply Products ordered by a Customer.
- 3.2 The Customer must obtain SOH's prior written approval, which may be withheld at SOH's absolute discretion, to authorise third party operators to sell Products. The Customer must notify SOH in writing of the identity of any third party operators including "white label" operators.
- 3.3 The Customer may sell, package, or otherwise supply the Products to Visitors provided that, in connection with the supply of the Products to a Visitor or an approved third party operator:
  - (a) the SOH General Ticketing Terms and Conditions, as updated from time to time, apply to the sale;
  - (b) relevant conditions and information contained in the SOH Tourism Sales Manual apply to the sale;
  - (c) the Customer complies with all applicable standards, awards, laws and regulations, including the Sydney Opera House Trust Act 1961 (NSW) and the SOH By Laws; and
  - (d) The Customer ensures that all information which it (or its third party operators) display on their websites regarding Products, is accurate and is not misleading or deceptive. The Customer must promptly correct any information which SOH says is inaccurate or misleading and must use best endeavours to ensure that their third party operators do the same.

### 4. Order process

- 4.1 The Customer may order a Product from SOH as follows:
  - (a) a "**Booking Request**" must be made in writing, by email to [tourismbookings@sydneyoperahouse.com](mailto:tourismbookings@sydneyoperahouse.com) or through an online trade portal;
  - (b) unless credit has been approved and a letter confirming credit arrangements has been sent to the Customer, the Customer must provide the account name, card number and expiry date details for a valid and up-to-date credit card with an available limit at least equal to the value of the order, which will be used by SOH to apply all fees and charges;
  - (c) upon receipt of the Booking Request SOH will send to the Customer by email a "**Booking Confirmation**". The Booking Confirmation is acknowledgement that SOH has received the Customer's Booking Request and entered it into SOH's booking system.
- 4.2 The sale of Products is made subject to availability, specifically:

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- (a) allocations of Product (including tours, performances and food and beverage products) are limited and may be exhausted; and
- (b) availability of Product is subject to restricted times and block out dates which are updated on an ongoing basis.

## 5. Online Travel Agents Web-sales and Affiliated Brands Resellers

- 5.1 Each time a sale of a Product is generated, the Customer who are authorised by SOH in writing to sell certain Products online through websites may, in accordance with the limits of its authorisation:
- (a) issue an online voucher, by generating a Booking Request (which includes a booking number) and communicating it to SOH via email along with the contact details of the Visitors, and the time and date of booking;
  - (b) issue a refund and notify SOH of details if the Booking Request is cancelled within the parameters of SOH’s cancellation policy in clause 6.1.
  - (c) Within 14 days after the end of each calendar month, Credit Customers must reconcile all of the Booking Confirmations that have been made in that month and deposit the Price owed to SOHT in accordance with clause 7 SOH’s designated bank account.
- 5.2 Tourism rates and products are provided to Customers for their direct use and cannot be transferred or distributed to another third party (including an operator, affiliated company brand, white-label) without full disclosure and prior written approval of SOH). Any request for approval must be made in writing.
- 5.3 The Customer must ensure that all information which they (or their approved third party operators) display on their websites regarding Products, is accurate and is in not misleading or deceptive. Customer must promptly correct any information which SOH advises is inaccurate or misleading and must ensure that their third party operators do the same.
- 5.4 If authorised in accordance with Clause 8.1, SOH grants the Customer a non-exclusive, sub-licensable (subject to Clause 8.2), worldwide, royalty-free right to use and display, copy, reproduce and redistribute material bearing the SOH Brand solely in connection with distribution of the Products provided under this agreement, provided always that Customer seeks SOH’s prior written approval at least 5 working days prior to publication of any material which uses the SOH Brand. The Customer is not authorised to use any aspect of the SOH Brand without SOH’s prior written approval. This licence ends on expiry or termination of this agreement or as otherwise notified by SOH in writing.

## 6. Finalisation/Cancellation of bookings

- 6.1 Any changes to the booking details set out in the Booking Confirmation, including final Visitor numbers (referred to in the SOH Tourism Sales Manual as **pax**), date and time, must be confirmed with SOH by the submission in writing of a “**Booking Pax Amendment Request**”. Booking Change Requests must be received by SOH by the relevant deadline set out below:

Table 1

Product type	Visitor number	Booking Pax Amendment & Final Pax Numbers
Guided Tour Products  (1 Hour Guided Tour, Mobility Access Tour & Architectural Tour)	< 46	24 hours before the date of delivery of the Product
	47+	Final Pax numbers - 24 hours before the date of delivery of the Product  Full Cancellation of tour/s - 5 days before the date of delivery of the Product
Backstage Tours	< 12	Final Pax numbers and Cancellation - 24 hours before the date of delivery of the Product

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	12 Pax+ Private Buy Out	Final Pax numbers and Cancellation - 5 days before the date of delivery of the Product
Tour and Dine	<11	Final Pax numbers and Cancellation - 24 hours before the date of delivery of the Product
	12 – 24 Pax	Final Pax numbers and Cancellation of the tour - 48 hours before the date of delivery of the Product
	24 Pax+	Final Pax numbers - 48 hours before the date of delivery of the Product Full Cancellation of tour/s - 5 days before the date of delivery of the product

- 6.2
- Once the deadlines set out above have passed the booking will be considered “**Finalised**”. If no Booking Change Request has been received, SOH will assume that final booking details are unchanged from the original Booking Request and will charge the Customer based on those details. A Finalised Booking cannot be amended by the Customer without the consent of SOH.
- 6.3
- SOH will have no obligation to supply Product to any more than the number of Visitors contained in the Finalised booking. If, however, SOH does agree to supply a Product to extra pax, the Customer will pay for any additional pax.
- 6.4
- If the Customer cancels a Product in its entirety, the Customer is be liable to pay the cancellation charges as outlined below in Table 2 (if any) of the amount that would otherwise have been owing to SOH as per the Finalised Booking (**Cancellation Charge**).
- 6.5
- For Group Bookings, the total number of Visitors is the number of Visitors in a single booking, irrespective of whether the booking is for a single day or across multiple days.
- 6.6
- If a Product is wholly or partly unavailable but clause 19.2 (Force Majeure) does not apply, SOH may (in its absolute discretion):
- (a)
- replace the Product with a suitable alternative product;
- (b)
- reschedule the supply of the Product at a mutually agreeable time; or
- (c)
- refund the Customer the amount paid by the Customer for the cancelled component of the Product.

Table 2:

Product Type	Visitor Number	Notice Period	Product Cancellation Charge Apply
Guided Tour Products (1 Hour Guided Tour, Mobility Access Tour & Architectural Tour)	<46	<24 hours	100%
	<46	24 hours or more	Nil
	47+	<5 days	100%
	47+	5 days or more	Nil
Tour and Dine	<12	<24 hours	100%
	12-24	48 hours	Nil
	24+	<5 days	100%

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	24+	5 days or more	Nil
Backstage Tour	<12	<24 hours	100%
	<12	24 hours or more	Nil
	12+ (Buy out)	<5 days	100%
	12+ (Buy out)	5 days or more	Nil

**7. Price**

- 7.1 The Customer must pay SOH the rate in order to supply the Product.
- 7.2 The rates for each Product are inclusive of GST where applicable are set out in the SOH Price Lists or may be notified to the Customer by SOH from time to time. Any amended rates will apply to any order made after the date on which SOH sent the relevant notice.
- 7.3 Where a rate is calculated by Visitor numbers, the rate will be calculated on the greater of the number specified in the finalised booking or the actual number supplied.
- 7.4 The Customer must charge the Visitor at least the gross rate which is set out in the Price List. The Customer may not discount the gross rate except with prior approval in writing by SOH.
- 7.5 SOH reserves the right to offer competitive rates through its own website and on-site conversion channels.

**8. Payment**

- 8.1 The Customer is responsible for paying any transaction fees, bank fees, applied to payments made to SOH by financial institutions and must gross-up the amounts invoiced to them by SOH to take into account the amount of the applicable transaction fee so that SOH receives the full invoiced Australian dollar amount. Where there is any shortfall in a grossed up amount, SOH will include the shortfall amount in the following invoice to Customer as a debt due to SOH.
- 8.2 SOH will provide the Customer with a tax invoice on request for the total cost of any Product supplied.
- 8.3 SOH has no obligation to supply a Product until full payment has been made.
- 8.4 Payment must be made by the Finalisation date. Where payment has not been received by the Finalisation date, SOH reserves the right to charge the Customer’s credit card (details of which were provided with the order) with the amount for payment.
- 8.5 If credit has not been approved and SOH agrees to supply a Product to extra Visitors not included in a Confirmed Booking, then either: the Customer will pay for those extra Visitors at the time of supply or SOH will charge the Customer’s credit card with the relevant amount owing.
- 8.6 Disputed charges must be advised in writing within 14 days of the Product being supplied to be eligible for refund. If a charge is disputed, all other amounts owing must be settled on time. Short payments will not be accepted without contacting the SOHT sales team to verify the disputed number of pax or amount/s.
- 8.7 All credit clients are required within 30 days from the date of invoice, to reconcile all of the bookings that have been made for Product for that month and deposit the amount due to SOH, being the price for all Product at the agreed contract rate or (as set out in the SOH Price List), into SOH’s designated bank account. Disputed charges must be advised in writing within 14 days of the Product being supplied to be eligible for refund/credit note.

**9. Dishonoured and late payments**

- 9.1 If a payment by the Customer is dishonoured or late by more than 5 days, then SOH may do all or any of the following:
  - (a) it may cancel the order, in which case Cancellation Charges would apply;
  - (b) it may cancel future bookings;

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- (c) it may notify the Customer that any previously agreed commission has been withdrawn and that the Customer will be charged the gross rate for all bookings from the date of the notice; and/or
- (d) for Credit Customers, SOHT may withdraw the approval for credit and request pre-payment for all future bookings.

**10. Free Of Charge policy**

- 10.1 Free Of Charge policy applies to tour escort (TL) or local guide (LG) or School Teachers. The escort must join their customers on the tour if they apply for the 1 x FOC.
- (a) for the avoidance of doubt, the escort or local guide cannot be replaced with a customer.
  - (b) if the Product is: **Guided Tour - 1 hour Tour (English/German/French/Spanish) & Architectural Tour**

1 – 11 Pax	No FOC TL/LG applies if joining the Public Tour
1 – 16 Pax	1 x FOC TL/LG applies if booked as a Private Tour (1-16 Pax Flat rate)
1 – 46 Pax	1 x FOC TL/LG applies if booked as a Private Tour (16+ to 46 Pax Per Person rate)

- (c) for large group FOC policy, please contact the sales team.
- (d) tour escorts and local guides must follow the instructions of the SOH guide at all times. In the event the escort fails to follow the direction of the SOH guide they will be removed from the tour.

**11. Customer obligations**

11.1 The Customer must:

- (a) hold all necessary licences and approvals to acquire a Product from SOH and must provide SOH, on request, with evidence of them; and
  - (b) ensure that its promotional material:
    - i) does not infringe the intellectual property rights, or breach the contractual rights, of any person; and
    - ii) is not defamatory or in contravention of Commonwealth or State consumer protection legislation, including the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth); and
  - (c) disclose to Visitors the nature of each Product, including any access and physical requirements relating to each Product and any other conditions relating to the SOH site as notified to Customer by SOH from time to time.
- 11.2 The Customer indemnifies SOH, its employees and contractors against all losses, damages, expenses and costs (on a full indemnity basis) that any of them may sustain or incur as a result, whether directly or indirectly, of:
- (a) a breach by the Customer, or by the Visitors, of these Terms and Conditions;
  - (b) damage, caused by the Customer (or the Visitors), to any person or property of, or at SOH; or
  - (c) the Customer’s negligence (including the negligence of the Visitors).

**12. Use of SOH Brand and Intellectual Property**

- 12.1 All present and future intellectual property rights in Products and the SOH Tourism Sales Manual, remain the exclusive property of SOH.
- 12.2 The Customer must not use the SOH name, image (whether stylised or photographic, in whole or in part, or from any angle), logo, trademark or other intellectual property rights of SOH (**SOH Brand**) to:
- (a) advertise their business;
  - (b) distribute any goods or services which use any aspect of the SOH Brand;
  - (c) publish or distribute any advertising or promotional material; or
  - (d) engage in any activity that suggests a connection or association with SOH beyond the scope of this agreement, without the prior written consent of SOH.
- 12.3 If SOH grants its consent to use the SOH Brand, SOH grants Customer a non-exclusive, sub-licensable, revocable, royalty-free right to use and display, copy, reproduce and redistribute material bearing the SOH Brand solely in connection with distribution of the Products provided under this agreement, provided always that Customer seeks



# TOURS 25% + BUNDLE 20%

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SOH's prior written approval at least 5 working days prior to publication of any material which uses the SOH Brand and Customer must not use any aspect of the SOH Brand without SOH's prior written approval. This licence ends on expiry or termination of this agreement or as otherwise notified by SOH in writing.

## 13. Confidentiality

- 13.1 Confidential information of a party means all information which a party would reasonably regard as confidential. In the case of SOH material confidential information includes the SOH Price Lists and published rates which should not be shared by the Customer.
- 13.2 Each party:
- (a) may use confidential information of the other party solely for the purposes of this agreement; and
  - (b) except as permitted under Clause 13.2 (c), must keep confidential all confidential information of the other party;
  - (c) may disclose confidential information of the other party only:
    - i) to persons who:
    - ii) are aware and agree that the confidential information must be kept confidential; and
    - iii) either have a need to know (and only to the extent that each has a need to know), and have been specifically approved by the other party; or
    - iv) as required by law.
- 13.3 Even though information is confidential information, a party is not obliged to comply with Clauses 13.1 and 13.2 in relation to the confidential information if:
- (a) the confidential information becomes public knowledge during this agreement; or
  - (b) a party becomes aware of that confidential information from a third person, in each case, in circumstances where there was no breach of any obligation of confidence.

## 14. Disclosure of Information

The Customer acknowledges that SOH may disclose certain information about this Agreement (including a copy of this Agreement) in accordance with SOH's obligations under the Government Information (Public Access) Act 2009 (NSW), including making certain information about this Agreement publicly available in any disclosure log of contracts SOH is required to maintain.

## 15. Limitation of liability

- 15.1 To the extent permitted by law, SOH will not be liable to the Customer for any indirect, special, incidental, consequential loss or any lost profits or revenue or other economic loss or damage suffered as a result of claims by a third person, even if SOH knew such damage was possible or otherwise foreseeable.
- 15.2 To the extent permitted by law, SOH's liability to the Customer for a breach of any condition or warranty whether express or implied under the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other applicable legislation, is limited to one or more of the following:
- (a) re-supplying, repairing or replacing; or
  - (b) paying or refunding the cost of re-supplying, repairing or replacing, a product or service in respect of which the breach occurred.
- 15.3 SOH may determine which of the above remedies it offers to the Customer in its absolute discretion.
- 15.4 To the extent permitted by law SOH excludes:
- (a) from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom;
  - (b) all liability to Customer in tort (including negligence) or bailment for acts or omissions of SOH, its employees and contractors arising out of or in relation to products or any delay or other failures to supply any products; and
  - (c) all liability to the Visitors with respect to any loss, damage or injury arising from a pre-existing medical condition or due to failure of a person to comply with SOH's instructions or conditions of use.



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## 16. Insurances

- 16.1 The Customer must hold policies of insurance covering:
- (a) Workers' Compensation; and
  - (b) Public Liability to an amount of not less than \$20,000,000 for any single occurrence, each of which must cover SOH, the Visitors; and their respective employees and contractors. The Customer must, on request, promptly produce copies of the policies required under this clause.

## 17. Termination

- 17.1 Either party may terminate the agreement immediately if the other party:
- (a) has not remedied a material breach within a reasonable time of being notified of the breach; or
  - (b) becomes bankrupt or insolvent.
- 17.2 SOHT may terminate the agreement if the Customer is unable to perform its obligations and duties under this agreement.
- 17.3 Termination does not prejudice any other right of action or remedy which has accrued or might accrue to either party.

## 18. Disputes

- 18.1 Any dispute arising out of the provisions of this agreement may, in the first instance, be referred to the Chief Executive Officer of each party (or his or her delegate) for resolution.

## 19. General

- 19.1 No party may assign, sub-license or otherwise deal with all or any of its rights under this agreement or allow any interest in them to arise or be varied, except with the prior approval of the other party.
- 19.2 If the whole or part of a Booking is unable to proceed because of a Force Majeure Event, SOH may cancel or reschedule all or part of the Booking, or supply an alternative product. If SOH cancels all or part of a Finalised Booking under this clause 19, SOH will not charge the Customer for the Booking, but SOH will not be liable to pay the Customer any other amount.
- 19.3 **Force Majeure Event** means an event, cause or occurrence as a direct or indirect result of which SOH is prevented from or delayed in performing any of its obligations under this Agreement, and that is beyond the reasonable control of SOH, including:
- (a) an act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide; or adverse weather conditions;
  - (b) pollution, power failures or inability to obtain power, mechanical breakdown and equipment delays;
  - (c) strike, lock-out or other industrial action;
  - (d) restrictions or prohibitions or by any act by any Australian government, government authority or agency; or
  - (e) act of public enemy, war (declared or undeclared), terrorism, security threats (actual or anticipated), sabotage, blockade, revolution, riot, insurrection, civil commotion or public health emergency, pandemic or epidemic.
- 19.4 This agreement:
- (a) does not create a relationship of employer and employee or partnership between SOH and the Customer;
  - (b) does not give the Customer or its employees authority to bind SOH;
  - (c) is governed by the law applicable in the State of New South Wales and each party submits to the jurisdiction of the courts in that State;
  - (d) supersedes all previous agreements, whether oral or written, in relation to its subject matter;
  - (e) will not be altered by any Customer document (including a purchase order) or statement;
  - (f) may not be varied by the parties other than in writing; and
- may be executed in counterpart, all of which taken together is deemed to constitute one and the same document and the parties agree to be bound by this agreement executed in counterparts
- 19.5 In this agreement "includes" or "including" is not a word of limitation.

Information correct at time of publication (July 2024). All tours products subject to availability. Prices are subject to change at the discretion of Sydney Opera House. Products may be withdrawn from sale at the discretion of Sydney Opera House. Please refer to Terms & Conditions for booking and cancellation policies. Making a booking assumes full acceptance of the product price/s, terms and conditions, and cancellation policy included with these rates.



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Executed by the Sydney Opera House Trust by its authorised person

Name: Sarah Duthie

Title: Head of Sales, Visitor Experience

You agree to the Sydney Opera House Trust (terms and conditions) set out above by accepting these rates, including cancellation policy, disputes, and the updated clause (8.7) valid for credit clients only; payment reconciled within 14 days.

-----End-----

Information correct at time of publication (July 2024). All tours products subject to availability. Prices are subject to change at the discretion of Sydney Opera House. Products may be withdrawn from sale at the discretion of Sydney Opera House. Please refer to Terms & Conditions for booking and cancellation policies. Making a booking assumes full acceptance of the product price/s, terms and conditions, and cancellation policy included with these rates.

