

# Hiring Agreement – Part B

## Terms and Conditions

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions applying to Part A and Part B

The following definitions apply to Parts A and B of this Hiring Agreement:

**‘Business Day’** means Monday to Friday from 8.30am to 5.30pm excluding public holidays in Darwin.

**‘Cancellation Notice’** has the meaning given to it by clause 12.1.

**‘Client’** means the person hiring the Event Facilities, as more particularly detailed in Part A of the Hiring Agreement.

**‘Delegates’** means all persons who attend or enter any part of the Venue for the Event, other than the Client’s Representatives.

**‘Deposit’** has the meaning given to it in Part A.

**‘Estimated Costs’** means all costs and expenses set out in an Event Order signed by the Client (see clause 3) for services provided or to be provided to the Client at its request which are incurred by the Licensor prior to the Event or are estimated as being incurred by the Licensor during or after the Event.

**‘Event’** means the event to be held within the Event Facilities, at the Venue, during the Hiring Period as detailed in Part A of the Hiring Agreement. Events may include an exhibition, conference, banquet, meeting, concert or public event.

**‘Event Facilities’** means that specific part or those specific parts of the Venue that is/are being hired by the Client as detailed in Part A of the Hiring Agreement.

**‘Event Fittings’** includes the structures to be erected, the products displayed, equipment and any other thing intended to be used in the Venue by the Client which does not form part of the Venue.

**‘Event Order’** has the meaning given to it by clause 3.1.3.

**‘Final Costs’** means the costs actually incurred by the Licensor in providing services and holding the Event for the Client as detailed in the final statement referred to in clause 4.3 and clause 4.4.

**‘Force Majeure’** has the same meaning given to it at clause 16.2.

**‘GST’** has the same meaning as in the GST Law.

**‘GST Law’** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**‘Hiring Agreement’** means the hiring agreement for events held at the Venue which is comprised of Part A (including Schedules) and Part B. These terms and conditions form Part B of the Hiring Agreement.

**‘Hiring Fees’** means the hiring charge payable by the Client as detailed in Part A of the Hiring Agreement.

**‘Hiring Period’** means the period in which the Client will use the Event Facilities as detailed in Part A of the Hiring Agreement.

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**‘Indirect Loss’** means any loss, cost, damage or expense which is indirect, and any loss of profits, revenue, income, business, business opportunity, contract, reputation, goodwill or any direct or indirect financing costs or penalties or damages payable under agreements in each case whether direct or indirect.

**‘Input Tax Credit’** has the same meaning as in the GST Law.

**‘Licensor’** means ASM Global (Darwin) Pty Ltd, the operator of the Venue.

**‘Operating Agreement’** means the Operating Agreement between the Owner and the Licensor under which the Licensor is appointed manager and operator of the Venue as agent of the Owner.

**‘Owner’** means Darwin Cove Convention Centre Pty Ltd ACN 105 139 606 which is the lessor of the Venue from the Territory.

**‘Representative’** means, in relation to a person named in this Hiring Agreement, the employees, officers, servants, agents, invitees, licensees, contractors and sub-contractors of that person and any person working under the direction or control of the first person.

**‘Schedules’** means the schedules appended to Part A of the Hiring Agreement, which include:

- (a) Schedule 1: Payment Schedule; and
- (b) Schedule 2: Event Facilities Inclusions Schedule.

**‘Taxable Supply’** has the same meaning as in the GST Law.

**‘Tax Invoice’** has the same meaning as in the GST Law.

**‘Territory’** means the Northern Territory Government.

**‘Ticketed Events’** means Events where tickets are available for public sale and are controlled by the Licensor or a third party ticketing provider nominated by the Licensor. Such Events have an Event Type classification as set out at Part A of ‘Ticketed Event’.

**‘Venue’** means the Darwin Convention Centre and any associated facilities, areas and equipment.

### 1.2 Interpretation

In this Hiring Agreement, unless the context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Hiring Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to any ‘thing’ includes a part of that ‘thing’;
- (f) a reference to ‘\$’ or ‘dollars’ is a reference to the lawful currency of the Commonwealth of Australia, and all monetary amounts within the Hiring Agreement shall be deemed to be Australian dollars unless expressly stated otherwise;
- (g) a reference to a part, clause, party, annexure, attachment or schedule is a reference to a part and clause of, and a party, annexure, attachment and schedule to, this agreement; and
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;

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- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) a reference to a body created under a statute, including a statutory authority, corporation sole or a body corporate, includes a reference to any body, governmental agency, authority, office holder or department which is the successor to that body in respect of any rights, powers or obligations exercisable in association with this Hiring Agreement; and
- (k) 'includes' means includes without limitation and 'include' and 'including' have corresponding meanings.

## 2. THE HIRING AGREEMENT

### 2.1 Terms and Conditions

This document is the Licensor's terms and conditions for events held at the Venue and forms Part B of the Hiring Agreement.

### 2.2 Entering into the Hiring Agreement

Once the proposed terms have been agreed by the Licensor, the Client must sign Part A of this Hiring Agreement (which will document such agreed terms) and return it to the Licensor by any method referred to at clause 18.2.2, for countersignature by the Licensor.

By signing Part A of the Hiring Agreement, the Client agrees to and will be bound by both Part A (including the Schedules) and Part B (terms and conditions) of the Hiring Agreement upon acceptance by the Licensor in accordance with this clause. The Hiring Agreement will be made at the time when the Licensor countersigns the Hiring Agreement.

The Client acknowledges that:

- (a) the Licensor enters into this Hiring Agreement as agent for the Owner and may only act within the scope of its authority from the Owner under the Operating Agreement and the provision of operating funding by the Owner;
- (b) the Owner is the licensee of the Venue from the Territory and its occupancy and operation of the Venue is subject to its lease and other agreements with the Territory; and
- (c) certain facilities maintenance functions are carried out by a third party under a separate agreement with the Owner and the Licensor is not responsible for those functions.

### 2.3 Changing the Hiring Agreement

This Hiring Agreement can only be changed by written agreement between the Licensor and the Client.

Changes to this Hiring Agreement will not take effect until the Licensor accepts the changes, issues a signed variation to this Hiring Agreement which sets out details of the change (signed by both parties) and gives a copy of the variation to the Client.

## 3. FINALISING EVENT DETAILS

### 3.1 Notices

The Client and the Licensor must regularly liaise with each other in relation to the Event. In particular the Client and the Licensor must give each other notice in accordance with the following timetable to finalise details of the Event. Any notice given under this clause 3.1 must comply with

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clause 18.

**3.1.1 25 Business Days before the Start of the Hiring Period** the Client must supply the Licensor with final confirmation of all details of the Event, including:

- (a) program and timetable for the Event and approximate Delegate numbers;
- (b) staging, rigging and equipment required; and
- (c) services required from the Licensor, including estimated food and beverage requirements,

subject always to any changes that will be made as a result of the remaining requirements set out in this clause 3.1.

**3.1.2 25 Business Days before the Start of the Hiring Period** the Client must supply the Licensor with a written confirmation notice for food and beverage and other services required.

**3.1.3 15 Business Days before the Start of the Hiring Period** the Licensor will supply the Client with an 'Event Order' setting out the details of the Event based on the initial notice, confirmation notice and any notices of change accepted by the Licensor, for final confirmation by the Client.

**3.1.4 10 Business Days before the Start of the Hiring Period** the Client will supply the Licensor with the signed Event Order and final number of Delegates requiring food or beverage.

**3.1.5 From time to time** the Client can provide notices of change setting out details of any proposed changes to an initial notice, confirmation notice, event order or final numbers notice. The Licensor will not be taken to have accepted any notice of change unless it confirms the notice in writing.

### **3.2 Effect of Event Order**

The Client will be bound by, and the Licensor can rely on, the Event Order once signed by the Client.

### **3.3 Inconsistency**

To the extent that there is any inconsistency between this Hiring Agreement and any notice given under this clause 3, this Hiring Agreement will prevail over the notice.

### **3.4 More details**

The Licensor will request the Client to collect and provide further written information in the form of the attached Delegate Origin Evidence Certificate, recording the number and origin of attendees to the Event, the number of exhibitors at the Event, and/or other relevant information about the Event. The Client will provide the further information within a reasonable time after receiving the request from the Licensor. This information is required to support obligations the Licensor has with the Northern Territory Government and may form the basis of financial payments from the Northern Territory Government to the Licensor.

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### 4. PAYMENTS BY THE CLIENT

#### 4.1 Hiring Fees and other charges

The fees that are payable from the Client to the Licensor are as follows:

##### 4.1.1 Hiring Fee and Deposit

- (a) The Deposit is payable in accordance with Schedule 1 of Part A of the Hiring Agreement. The Deposit paid is non-refundable unless clause 4.2(b) applies.
- (b) The Hiring Fee (less the Deposit, as applicable) is payable in accordance with Schedule 1 of Part A of the Hiring Agreement. All paid instalments of the Hiring Fee are non-refundable unless clause 4.2(b) applies.

##### 4.1.2 Estimated Costs

Estimated Costs are payable by the Client at least 10 Business Days prior to the commencement of the Hiring Period. Where Estimated Costs arise less than 10 Business Days before the Hiring Period such Estimated Costs must be paid by the Client prior to the first day of the Hiring Period.

All instalments of the Hiring Fee, the Deposit and Estimated Costs are payable by the Client in the manner set out in the deposit advice or Tax Invoice issued by the Licensor.

##### 4.1.3 Final Costs

- (a) Final Costs will be calculated using the number of people actually attending the Event or the final numbers notified to the Licensor in the final numbers notice given under clause 3.1.4, whichever is greater; plus the costs and expenses of the services actually provided to the Client in relation to the Event.
- (b) The Final Costs are payable by the Client to the extent not already paid as Estimated Costs. Any amounts of Final Costs owing will be either charged to the Client's authorised credit card at the time incurred, or will be settled as part of the final statement provided to the Client, where either clause 4.4 (a) or 4.4 (b) will apply.

##### 4.1.4 Credit card processing fee

A fee for credit card payments will be calculated at the amount charged by the relevant credit card merchant to the Venue. Only one credit card payment per invoice will be accepted.

##### 4.1.5 Sunday and public holiday surcharge

A surcharge will apply to room rental, all food and beverage (except public catering), audio visual and other labour related costs unless otherwise confirmed by the Licensor in writing.

##### 4.1.6 Legal costs

The Client must pay all outside legal costs and consultant fees incurred by the Licensor in respect of this Hiring Agreement, including any cost incurred in connection with:

- (a) any request by the Client for a variation from the terms of this Hiring Agreement and the preparation of any actual variation;
- (b) any claim or action against the Client or in giving notices to the Client or enforcing any terms of this Hiring Agreement;
- (c) any breach by the Client of this Hiring Agreement; and
- (d) the performance or observance by the Client of any of the terms of this Hiring Agreement.

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### 4.2 Deposit and advance payments

Clause 4.1 requires the Client to pay a Deposit and the Hiring Fee (as more particularly detailed in Part A) and make an advance payment for Estimated Costs. The Client will receive a deposit advice or Tax Invoice from the Licensor in respect of each instalment due.

The Deposit and all instalments of the Hiring Fee and Estimated Costs paid by the Client under this Hiring Agreement will be effectively held by the Licensor as a 'security deposit' and the Licensor will be entitled to apply such 'security deposit' as follows (as applicable):

- (a) If the Client defaults under this Hiring Agreement, including if the Client chooses to cancel the Event, then the Licensor will be entitled to retain all amounts of the Hiring Fee (including any Deposit) and Estimated Cost payments made by the Client and held by the Licensor at the time of default, in accordance with Schedule 1 of Part A of this Hiring Agreement.
- (b) Subject to clauses 7.5 and 16.1, if the Licensor defaults under this Hiring Agreement by failing to provide the Event Facilities in its entirety for the Hiring Period, then all Hiring Fees (including the Deposit) and Estimated Cost payments made by Client (and held by the Licensor in accordance with Schedule 1 of Part A of this Hiring Agreement) will be refunded to the Client.

Otherwise, the Deposit and all Hiring Fee and Estimated Cost payments made by Client will be applied in the manner set out in this Hiring Agreement.

### 4.3 Final Statement and adjustment after the Event

No more than 5 Business Days after the end of the Hiring Period, the Licensor will give the Client a final statement showing:

- (a) all amounts paid by the Client to the Licensor under this Hiring Agreement;
- (b) any amounts owing by Client to the Licensor under this Hiring Agreement or otherwise; or
- (c) any overpayment by Client to the Licensor which is refundable to Client.

### 4.4 Payment or refund after Final Statement

No later than 5 Business Days after the Licensor gives the final statement to the Client, as applicable:

- (a) the Client must pay the Licensor all amounts shown in the final statement as owing to the Licensor; or
- (b) the Licensor must pay the Client all amounts shown in the final statement as refundable to Client.

### 4.5 All statements are final

The Client must notify the Licensor promptly, and in any event within 5 Business Days of receiving the final statement in accordance with clause 4.3, of any errors in, or objections to, the final statement in writing. If no written notice is given by the Client within that time, the statement will be final and will remain payable pursuant to clause 4.4.

## 5. INSURANCE, INDEMNITY AND RELEASE

### 5.1 Insurance Requirements

Unless otherwise notified by the Licensor in writing, the Client must effect and maintain the following insurances for the Event with a reputable insurer and on terms acceptable to the Licensor as follows:

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### 5.1.1 Public and Products Liability insurance

The Client must effect and maintain a policy of Public and Products Liability insurance which:

- (a) insures against all risks of physical loss or damage to property of every kind and description owned by the Licensor or for which it may be responsible, or of any third party, where the occurrence happens during the Hiring Period or any other period in which the Licensor agrees to grant the Client (or its Representatives) access to the Event Facilities, as permitted by clause 6.1;
- (b) insures against all risks of personal injury or property damage to any person at, in or upon the Event, the Event Facilities or the Venue, where the occurrence happens during the Hiring Period or any other period in which the Licensor agrees to grant the Client (or its Representatives) access to the Event Facilities, as permitted by clause 6.1; and
- (c) is for a limit of liability, for Public Liability insurance, of \$20,000,000 for any one occurrence, and for Products Liability insurance, of \$20,000,000 in the aggregate.

### 5.1.2 Workers' Compensation or equivalent

The Client must effect and maintain a Workers' Compensation or equivalent policy of insurance which complies with all relevant statutory or other legal obligations.

### 5.1.3 Any other insurance required

The Client must effect and maintain any other insurance as detailed in Part A or that the Client is required to effect by law.

## 5.2 Certificates of Currency

If requested by the Licensor, the Client must provide the Licensor with certificates of currency in respect of the insurance required by clause 5.2 to be effected by Client:

- (a) at least 15 Business Days before the start of the Hiring Period; or
  - (b) within a reasonable time following a request by the Licensor for the Client to do so,
- whichever is later.

The certificate of currency must be issued by the insurer, not the broker, and must confirm details of the Client's policies such as the insured's name, business description, policy limit and excess.

## 5.3 No limitation on liability

The requirement for the Client to effect and maintain insurance will not limit the liabilities or obligations of the Client under any other provision of this Hiring Agreement.

## 5.4 Indemnity

### 5.4.1 Client obligations

The Client indemnifies the Licensor, the Territory, the Owner and their respective Representatives from and against any and all loss or damage whether direct or indirect (including loss of profits, damage to reputation and/or legal fees), arising out of:

- (a) any breach by the Client or the Client's Representative of the Client's obligations under this Hiring Agreement;
- (b) the Client failing to proceed with the Event or any part of it;

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- (c) the Client failing to comply with a request or direction made or given by the Licensor under this Hiring Agreement;
- (d) the Client's (or its Representatives' or Delegates') use of the Event or the Event Facilities and the Venue during the Hiring Period (or any other period in which the Licensor agrees to grant the Client (or its Representatives or Delegates) access to the Event Facilities, as permitted by clause 6.1);
- (e) claims by any person against the Licensor, the Territory, the Owner or its Representatives in respect of personal injury or death, or loss of or damage to any property, caused by Client's (or its Representatives or Delegates) use of the Event Facilities or the Venue;
- (f) any infringement or alleged infringement of intellectual property rights by the Client or a Client's Representative;
- (g) the information provided for the preparation of the Event Order not being true and correct in all respects;
- (h) the Client failing to complete a contract with a third party; and/or
- (i) the Client failing to comply with its obligations under all applicable laws relating to occupational or workplace health and safety,

unless (subject to clause 5.6) such loss, damage or liability is caused by the negligence of the Licensor, the Territory, the Owner or their respective Representatives, in which case the Client's liability to indemnify the Licensor and the Owner will be reduced proportionately to the extent (if any) that the negligence of the Licensor, the Owner or the Representatives has caused or contributed to the loss, damage or liability.

#### 5.4.2 Indemnity on trust

The Licensor declares that it holds on trust for each of the Territory, the Owner and their respective Representatives (Indemnified Parties), the benefit of each indemnity and release given by the Client under this deed in favour of an Indemnified Party.

The Client acknowledges the existence of such trusts and consents to the Licensor exercising rights in relation to, or otherwise enforcing, such indemnities and releases on behalf of each Indemnified Party and each Indemnified Party exercising rights in relation to, or otherwise enforcing the indemnities and releases.

#### 5.5 Release

The Client uses and occupies the Venue and Event Facilities at the risk of the Client. The Client releases to the full extent permitted by law, the Licensor, the Owner and its respective Representatives from any and all liability resulting from:

- (a) any accident, loss, damage or injury to persons or property occurring in the Venue or Event Facilities while occupied or used by the Client under this agreement; or
- (b) any loss or damage suffered by any person or persons arising out of the exercise by the Licensor of any right or discretion under this agreement,

but excluding any loss or damage to the extent caused by negligence or breach of the Licensor.

#### 5.6 Exclusion of liability

Neither the Licensor nor its Representatives has any liability (whether in contract tort (including negligence) or otherwise at law) to the Client or its Representatives, nor is the Client or its Representatives entitled to make any claim, in respect of any Indirect Loss incurred or sustained by the Client or its Representatives.



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### 6. CLIENT ACCESS AT THE VENUE

#### 6.1 Use of Event Facilities in the Venue

Subject to this Hiring Agreement, the Client will have:

- (a) the non-exclusive use of the Event Facilities for the Event during the Hiring Period (it being agreed that the Licensor will not hire the Event Facilities to any other party during the Hiring Period); and
- (b) non-exclusive access to the other parts of the Venue that the Licensor, in its reasonable opinion, considers necessary in connection with the Event.

In its absolute discretion the Licensor may (upon request by the Client) grant the Client or its Representatives, early or later access to the Event Facilities.

The Client and its Representatives must not enter or use any other parts of the Venue other than those reasonably required to obtain access to Event Facilities.

The Client acknowledges that other clients may be conducting events or bumping in or out for events within the Venue at the same time that the Client's Event is being conducted or bumping in or out. Without limiting clause 6.2, the Licensor will liaise with the Client and the relevant third party client to ensure that this causes minimal disruption to the Event.

#### 6.2 Use of other facilities in the Venue

The Licensor can from time to time notify the Client of schedules for the use and sharing of services and other facilities of the Venue, schedules for access to the Venue, and restrictions on use and access.

The Client must comply with those schedules and restrictions.

#### 6.3 Access to the Event Facilities by the Licensor

The Licensor and its Representatives will at all times have unrestricted access to all parts of the Venue, including the Event Facilities, for purposes including (but not limited to) safety, security, maintenance, cleaning, food and beverage and audio visual services.

#### 6.4 Leaving the Venue

The Client must vacate the Event Facilities and the Venue, and remove any item/possession brought into the Venue by the Client or any of its Representatives, before the Hiring Period ends.

If it does not:

- (a) the Client must pay to the Licensor an amount equal to the Hiring Fee divided by the number of days or parts of days in the Hiring Period, multiplied by the number of days or parts of days that the failure continues; and
- (b) the Licensor has the right to remove any such item/possession from the Venue and arrange for its disposal and charge the Client a reasonable fee for doing so.

#### 6.5 Cards, keys and passes

The Client must make sure that all access cards, keys and passes of any kind relating to the Event Facilities, the Venue or anything in them, which are given to the Client by the Licensor, are:

- (a) kept in the custody of the Client or its Representatives authorised by the Licensor for that purpose;

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- (b) not duplicated; and
- (c) returned to the Licensor when the Client vacates the Venue, or at the end of the Hiring Period, whichever is earlier.

The Client must pay the cost of replacement of any access card, key or lock lost or damaged by the Client or its Representatives or Delegates and the cost of replacement of lock barrels for any lock where the key in the possession of the Client is lost or not returned on vacating the Venue, even if that key is later found.

#### 6.6 Damage

The Client acknowledges and agrees if the Client or its Representatives cause damage at the Venue or damage occurs at the Venue during an Event or in relation to an Event, the Licensor will undertake the required repair or reinstatement works at the Client's sole cost. The Client must pay to the Licensor on demand an amount equal to the actual costs incurred by the Licensor to repair or reinstate the damaged area, facilities or equipment to the standard of repair and condition that the area, facilities or equipment were in immediately before the damage occurred. If any equipment is damaged beyond repair the Client must pay to the Licensor the actual replacement cost of that equipment.

## 7. CONDUCTING THE EVENT

### 7.1 Client obligations

The Client must conduct the Event in accordance with the details in the Event Order signed by the Client (see clause 3) and in so doing, and in using the Event Facilities and the Venue, the Client must:

- (a) comply with any relevant or applicable legal requirements, industry standards and the reasonable directions of the Licensor;
- (b) not knowingly do or permit anything to be done that would cause the Licensor or the Owner to suffer any loss or damage, or to breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Event Facilities or the Venue;
- (c) obtain at its expense, and comply with, all permits, approvals, licences, consents and authorities required for the Event;
- (d) maintain a high standard of quality and professionalism, using best industry practice;
- (e) pay all governmental taxes and levies due in respect of, or as a result of, the Event by the due date for payment;
- (f) not erect anything in the Venue or make any alterations to the Venue without the Licensor's prior written approval, which will not be unreasonably withheld;
- (g) not conduct any collections, whether for charity or otherwise, in the Venue without the Licensor's prior written approval;
- (h) supply and pay for performances required for the proper presentation of the Event;
- (i) use its reasonable endeavours to ensure that each performance of the Event starts and finishes at the times set out in the Event Order or as agreed with the Licensor;
- (j) supply the Licensor with scale drawings of the Event showing room layout and equipment locations. The Licensor can make any changes to these drawings as may be reasonable or necessary and the Client must adjust the set-up of the Event accordingly. These drawings must be approved by the Licensor prior to the Event;

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- (k) comply with the Licensor's APRA licence; and
- (l) comply with any reasonable direction made by the Licensor about the acceptable sound level limits in the Venue.

#### 7.2 Rights of the Licensor

The Client must comply with any reasonable request or direction given to it or made by the Licensor under this clause 7.2.

##### 7.2.1 Request for documents

The Licensor can ask the Client to produce, whether before, during or after the Hiring Period, evidence that it has obtained all relevant or necessary permits, approvals, licences, consents and authorities for the Event.

##### 7.2.2 Directions by the Licensor

The Licensor can make or give to the Client any direction which, in the opinion of the Licensor, is reasonable or necessary to ensure that the Client and the Event complies with:

- (a) this Hiring Agreement;
- (b) any relevant or applicable legal requirements;
- (c) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Venue;
- (d) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (e) any applicable industry standards;
- (f) the Licensor's policies and procedures; and
- (g) any direction of the State or the Owner (as applicable).

#### 7.3 Emergency announcements

The Licensor can make emergency announcements over any sound system and in-house video monitor system in the Venue at any time.

#### 7.4 Client's responsibilities

The Client is responsible as occupier and user of the Event Facilities for:

- (a) anything done in or to the Event Facilities or the Venue by the Client or its Representatives or Delegates. For example, if this Hiring Agreement says that the Client must comply with a particular obligation, the Client must also ensure that its Representatives or Delegates also comply with that particular obligation. The Client must also ensure that its Representatives are continuously and properly supervised and under the direction and control of people approved by the Licensor, such approval not to be unreasonably withheld. The Client must also ensure that all staff employed by the Client and the Client's Representatives meet the Venue's dress and presentation standards; and
- (b) anything constructed or brought into the Event Facilities or Venue for, or in relation to, the Event.

#### 7.5 Responsibility for the Event

The Event and Event Fittings are at the sole risk of the Client. The Licensor is not responsible for

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any damage to or theft from the Event or Event Fittings while in the Venue, except to the extent that such damage or theft was caused by the Licensor's negligence.

#### 7.6 Changes to the Event Facilities by the Licensor

If, in the reasonable opinion of the Licensor, the Event Facilities are inappropriate or inadequate for the Event, the Licensor can (following reasonable discussions with the Client) change the Event Facilities to other facilities within the Venue for the purposes of this Hiring Agreement.

### 8. SECURITY SAFETY AND CONTROL

#### 8.1 Safety obligations of the Client

The Client must:

- (a) comply with all applicable laws, regulations and requirements and directions of the Licensor from time to time, including in respect of security and crowd control in the Venue and emergency evacuation from the Venue;
- (b) not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency services or any authorised security officers in the exercise of its duties or powers in or near the Venue;
- (c) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as the Licensor directs;
- (d) ensure that the public telephones, fire alarms and fire extinguishers in the Event Facilities are easily accessible;
- (e) not by any act or omission, damage the Event Facilities, the Venue or anything in them;
- (f) not do or bring into the Venue anything that, in the reasonable opinion of the Licensor, is dangerous, flammable, volatile, explosive, toxic, disorderly, noisome, offensive, immoral, unlawful or inconsistent with the purpose for which this Hiring Agreement was made or the purpose of the Venue;
- (g) not bring into the Venue any insect, animal or bird without the prior written approval of the Licensor, acting in its sole discretion;
- (h) not bring any vehicles, equipment, objects or other items, including forklifts, into the Venue or the Event Facilities without the prior written approval of the Licensor at its sole discretion and in any event comply with all weight load specifications for the Venue or the Event Facilities. For certainty, the Client may allow vehicles to enter and use the car park at the Venue for car parking purposes only;
- (i) make its Representatives available for any Venue induction procedures required by the Licensor;
- (j) not do anything which may contaminate or pollute the Venue or its surrounding environment or any adjoining property;
- (k) advise the weight or floor loading, rigging and other requirements that may have a weight bearing impact on the floor surface or Venue structure;
- (l) acknowledge and comply with the non-smoking policy of the Venue;
- (m) comply with, and procure compliance by all of its Representatives with, any applicable laws relating to hygiene and food safety;
- (n) ensure that it, and its Representatives, use and/or serve (as applicable) alcohol responsibly in

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accordance with relevant legislation;

- (o) not film or record within the Event Facilities or within or around the Venue without prior approval of the Licensor (the Client acknowledges that any filming or recording may require execution of a location release agreement);
- (p) ensure that all of its electrical equipment is tested and is legally compliant prior to connection to power points within the Venue. All electrical tagging must be completed by the Client, otherwise the Licensor reserves the right to undertake such electrical tagging using a contractor of its choice at the Client's cost; and
- (q) be responsible for the safe handling and security of cash it receives and/or other valuables at its Event.

### 8.2 Event Safety Guidelines

The Client acknowledges that it has read and understood the Darwin Convention Centre's Event Planning Guide which includes important safety guidelines. The Event Planning Guide is available for download from the Licensor's website at [Event Planning Guide](#). The client must also ensure that its Representatives have read and understood the Licensor's Event Planning Guidelines. A hard copy of the guidelines is available on request.

### 8.3 Client's responsibility for safety

The Client is responsible for the safe conduct of the Event and the safe and proper use of the Event Facilities.

### 8.4 Workplace Health and Safety

- (a) Each party must comply at all times with all applicable laws relating to occupational or workplace health and safety including in relation to obligations to consult, co-ordinate and cooperate with each other regarding the activity of more than one person conducting an activity at the Venue.
- (b) The Client must comply with:
  - (i) any occupational health and safety procedures required by the Licensor or the Owner from time to time; and
  - (ii) the Client's own occupational health and safety procedures where the standard of those procedures are equal to or greater than the procedures under clause (b)(i) or where no procedure is advised.
- (c) The Licensor or the Owner may at any time:
  - (i) require the Client to provide documentary evidence of the Client's occupational health and safety systems or safety management plan;
  - (ii) conduct an audit of the Client's workplace health and safety systems; or
  - (iii) require the Client to remedy any breach of any relevant obligations under this agreement or at law.

### 8.5 Principal Contractor

#### 8.5.1 Definitions

In this clause 8.5:

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- (a) WHS Legislation means legislation relating to health and safety at work including the Work Health and Safety (National Uniform Legislation) Act 2012 (NT) and the Work Health and Safety (National Uniform Legislation) Regulation 2012 (NT); and
- (b) the terms 'construction project', 'principal contractor' and 'workplace' have the same meanings given to those terms under the WHS Legislation.

#### 8.5.2 Obligations relating to a Principal Contractor

To the extent that any work which the Client intends to perform at the Venue includes a construction project, the Licensor, subject to a written notice to the contrary by the Licensor, authorises the Client to have management and control of each workplace at which the construction work is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation until completion of that work.

Subject to a written notice to the contrary by the Licensor, the Licensor appoints the Client as principal contractor (or its contractor as identified in writing by the Client and approved by the Licensor) in respect of the construction project and authorises the Client (or its approved contractor) to have management and control of each workplace at which the construction project is to be carried out and to discharge the duties of a principal contractor under the WHS Legislation.

The Client must ensure any person (including the Client itself) who carries out construction work at a workplace at the same time as the construction work carried out by the principal contractor executes a deed poll in favour of the principal contractor undertaking compliance with WHS Legislation and further reasonable health and safety requirements in the form required by the Licensor.

The Client warrants to the Licensor any party it nominates to act as principal contractor (including itself) will be sufficiently skilled, qualified and experienced to undertake the role of principal contractor having regard to the size, scale and location of the works.

The Client must either comply with or procure the compliance (as applicable) of any party it nominates to act as principal contractor with the duties of a principal contractor.

The Client must ensure it or its contractors (as applicable) are authorised or licensed (as required by WHS Legislation) to carry out any work at the workplace and comply with any conditions of such authorisation or licence and have prescribed qualifications or experience. The Client must not direct or allow a person to carry out work or use plant or substances at a workplace unless the requirements of this clause are met (including any requirement to be authorised, licensed, qualified or supervised).

The Client must if requested by the Licensor or required by the WHS Legislation, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience or any other information relevant to work, health and safety (as the case may be) to the satisfaction of the Licensor before the Client commences such work.

The Client must, and must procure that any of its Representatives, must comply with directions of any principal contractor at the Venue given in the discharge of its duties. The Client has no claim in respect of any such direction.

#### 8.6 Client's security

The Client acknowledges that all security personnel will be provided by the Licensor pursuant to clause 10.5, unless otherwise agreed by the Licensor. Where the Event has specific and bespoke security requirements (including pursuant to clause 8.1(q)) the Client may be permitted to arrange such specific and bespoke security subject to prior approval of the Licensor, any direction of the Licensor including as to the qualifications, training and venue induction of security personnel and

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such security personnel being licensed and of a high industry standard.

#### **8.7 Refusal of admission by the Licensor**

The Licensor and its Representatives may refuse admission to, or cause to be removed from, the Event Facilities or the Venue, any person whose behaviour is objectionable, disorderly, improper or undesirable. The Licensor may refuse the Client and any of its Representatives entry into the Venue where the Client has not satisfied its payment obligations in accordance with this Hiring Agreement.

#### **9. FOOD AND BEVERAGE**

The Licensor has exclusive catering rights at the Venue. Only the Licensor and its Representatives are entitled to (and the Client will not) bring into or provide or sell in the Event Facilities or the Venue, food and beverages (whether alcoholic or not).

However, if the nature of the Event is such as to require it, exhibitors at an Event conducted by the Client may distribute free of charge food samples to visitors or guests at the Event with the prior written approval of the Licensor (which will not be unreasonably withheld).

If no food and beverage services have been required in accordance with clause 3.1, then the Licensor can, in its discretion or if requested by the Client in writing, provide public catering facilities at the Event.

#### **10. SERVICES PROVIDED BY THE LICENSOR FOR THE EVENT**

Unless otherwise specified in Part A, the following services will be exclusively provided by the Licensor at the Client's cost (as required for its Event) and will be charged either as an inclusion of the Hiring Fee under clause 10.8 or as an additional cost (as specified in Schedule 1 of Part A):

##### **10.1 Audio Visual Services**

###### **10.1.1 Notice period**

The Client must advise the Licensor of its audio visual requirements for the Event (if any) not less than 10 Business Days before the start of the Hiring Period.

###### **10.1.2 Exclusive supply by the Licensor**

The Licensor and its Representatives will be the exclusive suppliers of audio visual equipment required for the Event unless:

- (a) the Licensor is unable to supply the specified equipment or equivalent equipment; or
- (b) the Event is, in the opinion of the Licensor, a genuine touring show with its own audio visual equipment (a touring show is deemed to be one where the equipment is transported in its entirety from one venue to another with no more than 3 days between shows). In this event the Licensor will supply any audio visual equipment which is not actually touring.

###### **10.1.3 Installation and removal**

All audio visual equipment supplied by the Licensor will be installed and removed by or under the supervision of the Licensor's representatives.

###### **10.1.4 Client obligations**

The Client must:

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- (a) ensure that any audio visual equipment used by the Client that was not supplied by the Licensor is compatible with the Venue's audio visual systems, is in sound working order and condition and complies with any applicable specifications and standards; and
- (b) employ audio visual technician(s) for its Event as more particularly determined by the Licensor in the Event Order. The Client must also ensure that all audio visual technicians employed by the Client and the Client's representatives meet the Venue's dress and presentation standards.

### 10.2 Rigging services

The Licensor will be the exclusive provider of all rigging services and equipment at the Venue, for the Event. The Client must ensure that any rigging within the Event Facilities is performed by the Venue's licensed rigger.

### 10.3 Telecommunication and data connection services

The Licensor will be the exclusive provider of all IT and telecommunications services at the Venue.

### 10.4 Cleaning services

The Licensor will be the exclusive provider of cleaning services at the Venue.

### 10.5 Security services

Subject to clause 8.1(q) the Licensor will be the exclusive provider of security services at the Venue.

### 10.6 Loading dock services

The Licensor will be the exclusive provider of all loading dock services and related services at the Venue.

### 10.7 Other services

All services provided as part of this clause 10 will be charged as Estimated Costs (or Final Costs as appropriate). For the avoidance of doubt, if the Client requires additional non-exclusive services for its Event that are not stipulated within this clause 10 the Client shall liaise with the Licensor in the first instance. Any contractors providing such additional services must have the prior approval of the Licensor.

### 10.8 Inclusions

All services which are provided to the Client as an inclusion within the Hiring Fee are detailed within Schedule 2 to Part A. All excluded services will be payable as additional Estimated Costs (or Final Costs as appropriate) to the extent those services are required by the Client for its Event.

## 11. PUBLICITY AND INTELLECTUAL PROPERTY

### 11.1 Client's obligations

The Client must not:

- (a) display or distribute any posters, signs, advertising or other written, printed, electronic or digital material in (or in connection with) the Venue, other than inside the Event Facilities, without the prior written approval of the Licensor at its absolute discretion; or



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- (b) use any logos, trade marks or other intellectual property rights owned by, or licensed to, the Licensor without the Licensor's prior written consent. All the Licensor intellectual property will at all times remain the property of the Licensor.

#### 11.2 The Licensor's rights

The Licensor is permitted to use the Client's logo for the purposes of promoting the Event, in accordance with the terms of this Hiring Agreement only.

#### 11.3 Tickets/invitations for Events which are not 'Ticketed Events'

It is acknowledged that the Client may issue tickets or invitations for its Event which are not available for purchase by the general public. In such circumstances the Event will not be classed as a Ticketed Event. Notwithstanding the foregoing and without prejudice to clause 11.1, the Licensor will have the right to approve the look/feel/content of all 'tickets', invitations or similar items produced by the Client in relation to its Event.

## 12. CANCELLATION OR POSTPONEMENT BY CLIENT

#### 12.1 Notice of Cancellation

The Client must provide written notice of cancellation to the Licensor if at any time it wishes to cancel all or part of the Event or no longer requires all or part of the Event Facilities (a 'Cancellation Notice').

#### 12.2 Rights of the Licensor upon cancellation

##### 12.2.1 Retain amounts paid

Without prejudice to clause 4.2, where the Event is cancelled by the Client (or cancelled by the Licensor as a result of the Client's default), the Licensor is entitled to retain all amounts paid by the Client as at the date of cancellation, in accordance with Schedule 1 of this Hiring Agreement.

##### 12.2.2 All rights reserved

Nothing in this clause 12 shall affect any other rights the Licensor has under this Hiring Agreement or otherwise, including the right to claim against the Client for any costs incurred by the Licensor in relation to the Client's Event which are not included in the amount retained by the Licensor pursuant to Schedule 1.

#### 12.3 Postponement

For the avoidance of doubt, any postponement of the Event shall be treated as a 'cancellation' in accordance with this clause 12.

## 13. DEFAULT AND EARLY TERMINATION OF THIS HIRING AGREEMENT

#### 13.1 The Licensor has option to remedy defaults

Without prejudice to any of the Licensor's other rights under this Hiring Agreement, if the Client does not comply with any requirement of this Hiring Agreement, the Licensor may:

- (a) give notice to the Client requiring the Client to rectify the default within a reasonable time; and/or

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- (b) rectify the default at the expense and risk of the Client and the Client must pay to the Licensor on demand any costs reasonably incurred by the Licensor in so doing.

### 13.2 Termination by the Licensor

The Licensor can end this Hiring Agreement by giving notice to the Client if any of the following circumstances arise:

#### 13.2.1 Default in payment and/or financial viability of Client

The Licensor can end this Hiring Agreement if:

- (a) any money payable by the Client to the Licensor is not paid when due;
- (c) the Client dies or becomes bankrupt or legally incapable of managing its affairs;
- (d) the Client is insolvent or enters into any compromise or arrangement with its creditors; or
- (e) an administrator, receiver, provisional liquidator, liquidator or controller is appointed to the Client or any of its assets or an equivalent appointment is made in another jurisdiction.

#### 13.2.2 Non-compliance

The Licensor can end this Hiring Agreement if the Client does not comply with:

- (a) a requirement of this Hiring Agreement that, in the reasonable opinion of the Licensor, is material;
- (b) a notice given to Client by the Licensor under clause 13.1(a) requiring it to remedy a default (including failure to adequately remedy);
- (c) any relevant or applicable legal requirements;
- (d) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Venue;
- (e) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (f) any applicable industry standards; or
- (g) any request or direction made or given by the Licensor under this Hiring Agreement.

#### 13.2.3 Damage, injury or breach

The Licensor can end this Hiring Agreement if it reasonably considers that the use or continued use of the Event Facilities by the Client is likely to:

- (a) cause damage to the Event Facilities or the Venue;
- (b) cause damage to the property of any third party;
- (c) cause injury to any person;
- (d) cause material damage to the reputation or goodwill of the Venue, the Licensor or the Owner; or
- (e) breach any relevant or applicable legal requirements.

#### 13.2.4 Act or omission

The Licensor can end this Hiring Agreement if:

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- (a) the Client commits an act or omission, which results, or is likely to result, in the Licensor or the Owner suffering loss or damage;
- (b) in the reasonable opinion of the Licensor, the description of the Event substantially changes from that given by Client in this Hiring Agreement without the prior written approval of the Licensor; or
- (c) in the reasonable opinion of the Licensor or the State the Event contravenes acceptable levels of public decency.

### 13.3 Rights of the Licensor on termination

If the Licensor ends this Hiring Agreement under clause 13.2, then in addition to any other rights the Licensor has:

- (a) without prejudice to clause 4.2, the Licensor may retain any Deposit or other monies paid to it by the Client in accordance with Schedule 1 of Part A; and
- (b) the Client must pay any unpaid balance of the Hiring Fee and Estimated Costs or Final Costs to the Licensor to the extent such costs have been incurred by the Licensor.

### 13.4 Interest

Any money due but unpaid to the Licensor under this Hiring Agreement may be subject to interest calculated daily and compounded monthly on the Commonwealth Bank Corporate Overdraft rate plus 2% per annum.

### 13.5 Debt recovery costs

The Client must fully reimburse the Licensor for any and all costs reasonably incurred in connection with the Licensor taking steps seeking to recover money due to it under this Hiring Agreement.

### 13.6 Novation

If the Licensor's agreement with the Owner to operate the Venue is terminated for any reason, the Client agrees to novate this Hiring Agreement to the new operator of the Venue, or any other party discharging a similar role, as nominated by the Licensor.

## 14. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

### 14.1 No representations about suitability

Neither the Licensor nor the Owner warrants or represents that the Venue, its facilities or equipment will be adequate or fit for the purposes of the Client or the Event. It is the responsibility of the Client to determine the suitability of the Venue, its facilities and equipment.

The Client acknowledges and warrants that it has had the opportunity to inspect the Event Facilities and has either:

- (a) inspected the Event Facilities and is satisfied with them; or
- (b) decided not to inspect the Event Facilities.

### 14.2 General exclusions

Any terms, conditions, liabilities or warranties not appearing in this Hiring Agreement are expressly excluded, other than those that by law cannot be excluded.

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### 14.3 Client warranties

The Client hereby represents, warrants and undertakes to the Licensor that:

- (a) it is a limited liability company, duly and validly incorporated with full power to enter into, and to exercise its rights and perform its obligations under this Hiring Agreement;
- (b) the entry into and the exercise of its rights and the performance of its obligations under this Hiring Agreement will not constitute any breach of any of its contractual obligations or any applicable law nor conflict with its constitutional documents; and
- (c) it shall not knowingly make any political statement or other statement or representation or take any action which is any way criticising, damaging or detrimental to the reputation of the Licensor or any affiliate of the Licensor.

### 15. GOODS AND SERVICES TAX

The following terms and conditions relating to GST apply to the Hiring Agreement:

- (a) Unless expressly stated to the contrary, all amounts referred to in this Hiring Agreement are exclusive of GST.
- (b) In addition to the consideration otherwise expressed in this Hiring Agreement as payable in respect of a Taxable Supply made by the Licensor under this Hiring Agreement, the Client must pay to the Licensor the amount of GST which the Licensor is obliged to pay in respect of that Taxable Supply under the GST Law.
- (c) The Client must pay to the Licensor the GST contemplated in clause 15(b) at the same time and in the same manner as the Client is required to pay the Licensor the consideration for the relevant Taxable Supply, or immediately upon demand after that time. However, the Client's obligation to pay such GST will not arise until such time as the Licensor has provided the Client with a Tax Invoice in relation to the relevant Taxable Supply.
- (d) Any amount to be paid by the Client to the Licensor in connection with this Hiring Agreement which is not consideration for a Taxable Supply made by the Licensor will be reduced by the amount of Input Tax Credits (if any) to which the Licensor is entitled in respect of the amount for which reimbursement is being sought.
- (e) The Client hereby indemnifies the Licensor, and will keep the Licensor indemnified, in respect of any and all damages or costs (including, but not limited to, interest and penalties) directly or indirectly arising from, or caused by, any failure by the Client to pay any amount as and when required by this clause 15.

### 16. FORCE MAJEURE

#### 16.1 Effects of Force Majeure

If there is an event of Force Majeure, then:

- (a) this Hiring Agreement will not end, but the Licensor and Client will be released from further performance of its obligations under this Hiring Agreement from the time when the event of Force Majeure happens;
- (b) the Licensor will be entitled to retain from any Deposit or other monies paid by the Client to the Licensor, the amount of any costs, charges or expenses actually incurred by the Licensor before the event of Force Majeure happens, less any amount recovered by the Licensor on account of successful insurance claims; and
- (c) the Licensor and the Owner will not be liable to Client for any loss or damage, either direct or

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indirect, which may be suffered or incurred by Client.

### 16.2 Definition of Force Majeure

An event of Force Majeure includes:

- (a) war (whether declared or undeclared), revolution, act of public enemies or acts of terrorism;
- (b) riot, blockade, insurrection or civil commotion;
- (c) strike, lockout, stoppage, ban or limitation on work, restraint of labour or other industrial dispute;
- (d) act of God;
- (e) epidemic, disease or public health alert;
- (f) fire, flood, earthquake, storm or cyclone;
- (g) malicious damage, smoke or explosion;
- (h) sabotage, bomb threat or other threats of violence;
- (i) act or restraint of any governmental or semi-governmental or other public or statutory authority;
- (j) judgments, rulings, decisions or enforcement actions of any court or tribunal having jurisdiction;
- (k) breakdown of any facilities or machinery or unavailability of essential equipment, supplies or services;
- (l) cessation of or interruption to water or electricity supply; and
- (m) any other cause or event not reasonably within the control of the Licensor or the Owner, which may affect in whole or in part the hiring and/or obligations and/or liabilities of either party to this agreement.

### 16.3 Exception for self-induced events

However, any event which (but for this clause) would be an event of Force Majeure, which happens or is brought about (directly or indirectly) as a result of any act or omission of the Licensor, the Owner or the Client will not be taken to be an event of Force Majeure for the purposes of clauses 16.1 or 16.2.

## 17. PRIVACY ACT COMPLIANCE

### 17.1 Privacy Act definitions

For the purpose of this clause, 'personal information' and 'Australian Privacy Principles' have the same meaning as in the Privacy Act 1988 (Cth) ('the Act').

### 17.2 Client compliance with the Privacy Act

The Client must:

- (a) comply with the Act in relation to the collection, use, storage and disclosure of personal information in connection with the Event, whether that personal information is collected by the Licensor and given to the Client or is collected by or on behalf of the Client;
- (b) comply with the Australian Privacy Principles to the extent that those principles apply to the

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Client's activities in relation to the Event;

- (c) comply with the Act and the Australian Privacy Principles in relation to the collection, use, storage and disclosure of personal information from third parties, where that personal information is provided by the Client to the Licensor;
- (d) comply with any other principles or guidelines, relating to the handling of personal information, notified in writing, from time to time, by the Licensor to the Client;
- (e) co-operate with any reasonable demands, inquiries or directions made by the Licensor in relation to compliance with the Act and the Australian Privacy Principles;
- (f) provide reasonable assistance to the Licensor in relation to its compliance with the Act and the Australian Privacy Principles; and
- (g) despite any other clause in this Hiring Agreement, indemnify the Licensor in respect of any loss, liability or expense suffered or incurred by the Licensor arising out of or in connection with a breach of this clause by the Client or any misuse or disclosure of Personal Information by ASM Global (Darwin) Pty Ltd

the Client or its representatives.

## 18. NOTICES

### 18.1 Basic requirements for notices

Any notice or other communication referred to in this Hiring Agreement must be:

- (a) in writing and in English;
- (b) addressed to the recipient at the addresses referred to in clauses 18.3 and 18.4; and
- (c) signed by the person giving the notice or sending the communication, or an authorised representative of that person.

### 18.2 Acceptable forms of notice under this Hiring Agreement

#### 18.2.1 Notices to the Client

Any notice or other communication to the Client referred to in this Hiring Agreement can be given by:

- (a) delivery, to the address set out in Part A; or
- (b) email, to the address provided in Part A; or
- (c) registered post to the address set out in Part A; or
- (d) standard post to the address set out in Part A.

#### 18.2.2 Notices to the Licensor

Any notice or other communication to the Licensor referred to in this Hiring Agreement can be given by:

- (a) email, to the General Manager at [psavoff@darwinconvention.com.au](mailto:psavoff@darwinconvention.com.au) unless otherwise notified by the Licensor; or
- (b) registered post to the address set out in clause 18.3, marked for the attention of the General Manager, unless otherwise notified by the Licensor in writing; or

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- (c) standard post to the address set out in clause 18.3, marked for the attention of the General Manager, unless otherwise notified by the Licensor in writing.

### 18.3 The Licensor's address for notices

Any postal notice or other communication referred to in this Hiring Agreement can be given to the Licensor at the following address (unless otherwise notified by the Licensor in writing):

The Licensor being ASM Global (Darwin) Pty Ltd, Loading Docks, Stokes Hill Road, Darwin NT 0800, Australia.

### 18.4 Client's address for notices

Any notice or other communication referred to in this Hiring Agreement can be given to the Client at the address(es) shown in Part A of this Hiring Agreement.

### 18.5 Changing address for service

The Licensor or the Client can change its address for service by giving written notice of the change to the other.

## 19. GENERAL

### 19.1 Confidentiality

The Client must keep confidential the terms of this Hiring Agreement and any confidential information about the Venue, the Licensor or the Owner which is given to it by the Licensor, the Owner or their respective Representatives before or after entry into this Hiring Agreement unless:

- (a) the Client is required to disclose the terms to a Representative to ensure their compliance with the Hiring Agreement;
- (b) the Licensor approves the disclosure of the information in writing; or
- (c) the disclosure of the information is required or authorised by law.

### 19.2 Joint and several liability

If the Client consists of more than one person, then its liability under this Hiring Agreement will be a joint liability of all of them and the liability of each of them severally.

### 19.3 Severance

If any clause of this Hiring Agreement is, or is found to be, illegal, invalid, void or voidable, the legality or validity of the remainder of this Hiring Agreement will not be affected and will continue in full force and effect.

### 19.4 Assignment

The Client must not assign any rights or obligations under this Hiring Agreement. The Licensor may assign its rights and obligations under this Hiring Agreement to any other party that has the right to operate the Venue.

### 19.5 Successors

Reference to a party to this Hiring Agreement includes any executor, administrator or successor in title of that party.

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### 19.6 Exercise of rights

A single or partial exercise or waiver by the Licensor of any right it has under this Hiring Agreement will not prevent any other exercise of that right, or the exercise of any other right, by the Licensor.

### 19.7 Remedies are cumulative

The rights provided under this Hiring Agreement are cumulative and not exclusive of any other rights provided by law.

### 19.8 Governing law and jurisdiction of courts

This Hiring Agreement is governed by the law that applies in the Northern Territory, Australia.

The Licensor and the Client irrevocably submit to the non-exclusive jurisdiction of the courts of the Northern Territory and waive any objection they may have to the jurisdiction of those courts.

### 19.9 Warranty of authority

Every person who signs this Hiring Agreement, or any notice given or required under this Hiring Agreement, on behalf of the Client, by so doing represents and warrants that he or she is duly authorised so to do on behalf of the Client.

### 19.10 Dispute resolution

- (a) A party claiming that a dispute has arisen out of or in relation to this Hiring Agreement must notify the other party.
- (b) Within 3 Business Days after a notice is given under sub-clause (a), the Chief Executive Officers (or equivalent) of each of the parties must meet together and endeavour to resolve the dispute within that 3 Business Day period or such later period as agreed between the parties.
- (c) If the dispute is not resolved in accordance with sub-clause (b), the dispute must be referred:
  - (i) for mediation, in accordance with the Australian Commercial Disputes Venue (ACDC) Mediation Guidelines; and
  - (ii) to a mediator agreed by the parties, or if the parties do not agree on a mediator, a mediator nominated by the then current chief executive office of ACDC (or if no such person is available or willing to nominate a mediator, by the then President of the Law Society of the Northern Territory).

## 20. [TICKETED EVENTS]

### 20.1 [The Licensor as Agent]

The Licensor may elect to undertake and manage all ticketing services (using its nominated ticketing provider, as part of its exclusive venue services) for Ticketed Events as agent for the Client, at its absolute discretion. The costs and further details in respect of ticketing arrangements will be governed by Part A of this Hiring Agreement and this clause 20.



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### 20.2 Notices applying to Ticketed Events

At least 25 Business Days before the Client wishes to start selling or distributing tickets, the Client must provide the Licensor with details required by the Licensor in relation to those tickets, including the number of tickets issued, the exact starting time and approximate finishing time for each day of the Event and (where relevant) for each performance.

### 20.3 Ticketing fees

Where applicable the Licensor will charge the Client ticketing fees in accordance with current rates of its nominated ticketing sub-agent, as more particularly set out in Part A.

### 20.4 Retention and offset of money

The Licensor is entitled to keep and deduct from any money it receives from ticket sales:

- (a) any agency fees, service fees or booking fees in respect of the sale of tickets; and
- (b) any amounts which are due and owing to the Licensor under this Hiring Agreement from time to time.

### 20.5 Calculation of Ticket Commission

If a ticket commission is applicable, as more particularly detailed in Part A of the Hiring Agreement, it will be calculated on total actual ticket receipts (including GST) less:

- (a) any refunds processed by the Licensor; and
- (b) booking fees and credit card charges in respect of sales and admissions to the Event.

Ticket commission will be calculated as part of Final Costs and deducted from ticket sales in accordance with clause 20.4.

### 20.6 Ticket Refunds

The Licensor can in its reasonable discretion:

- (a) refund to a purchaser all or part of the price of a ticket; or
- (b) give a purchaser a replacement ticket to the Venue for any performance in the Event to any day of the Event or to any other event to be staged at the Venue.

A refund may include any agency fees, service fees and telephone booking fees paid by the purchaser and the Client must pay to the Licensor on demand the total cost to the Licensor of any refund given.

### 20.7 Event or performance cancellation

If a Ticketed Event, or performance to which tickets relates as part of a Ticketed Event, is cancelled (including a postponement) for any reason:

- (a) the Client must immediately arrange an announcement to the public and schedule advertising advising of the cancellation to a level approved by the Licensor;
- (b) unless otherwise advised, full ticket refunds (including system booking fees, agents' fees and any booking, subscription or any other service fees) will be available to ticket-holders from the point of sale only;
- (c) the Client must pay to the Licensor on demand an amount equal to:
  - (i) the total system booking fees income from the sale of tickets for the Event or

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- performance at the date of cancellation;
- (ii) any costs incurred by the Licensor in facilitating the refunds of tickets or advertising the cancellation; and
  - (iii) the amount of any shortfall in the ticket sales proceeds (occurring for any reason) of the amount required to satisfy full ticket refunds as required from time to time.