

Hiring Agreement – Part B

Terms and Conditions

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:

'APRA' means the Australasian Performing Rights Association.

'Bump in and Bump Out' process refers to the agreed times and access points in which the Client will utilise to undertake the setup and dismantling process for the Event.

'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.

'Centre' means the Darwin Convention Centre at 10 Stokes Hill Road, Darwin City, Northern Territory, together with any associated facilities, areas and equipment and other areas as DCCC and the Manager from time to time agree are included in the expression 'the Centre' for the purposes of this Hiring Agreement.

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

'DCCC' means Darwin Cove Convention Centre Pty Ltd (ACN 105 139 606) which is the lessor of the Centre from the Territory.

'Delegates' means all persons who attend or enter any part of the Centre for the Event, other than the Client's Representatives.

'Deposit' means the amount specified in Part A of this Hiring Agreement.

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

'Event' means the event to be held using the Event Facilities, at the Centre, during the Hiring Period as detailed in Part A of this Hiring Agreement. Events may include an exhibition, conference, banquet, meeting or public event.

'Event Facilities' means that specific part or those specific parts of the Centre being hired by the Client as detailed in Part A of this Hiring Agreement.

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

'Event Order' has the meaning given to it by clause 3.1.3.

'Final Costs' means the costs actually incurred by the Manager 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 16.3.

'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 Centre which is comprised of Part A (including the 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 this 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.

‘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.

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

‘Manager’ means Legends Global (Darwin) Pty Ltd (ACN 112 960 808), the manager and operator of the Centre on behalf of DCCC.

‘Operating Agreement’ means the Operating Agreement between DCCC and the Manager under which the Manager is appointed manager and operator of the Centre as agent of DCCC.

‘Representative’ means, in relation to a person named in this Hiring Agreement, the employees, officers, servants, agents, invitees, licensees, exhibitors, 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 and 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 Manager or a third party ticketing provider nominated by the Manager. Such Events have an Event Type classification as set out at Part A of ‘Ticketed Event’ or are deemed as such at a later date by operational requirements.

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 Hiring 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;
- (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 ENTERING INTO THE HIRING AGREEMENT

- (a) Once the proposed terms have been agreed by the Manager, the Client must sign Part A of this Hiring Agreement (which will document such agreed terms) and return it to the Manager by any method referred to at clause 18.2.2, for countersignature by the Manager.
- (b) 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 Manager in accordance with this clause 2.1. The Hiring Agreement will be made at the time when the Manager countersigns the Hiring Agreement.
- (c) The Client acknowledges that:
 - (i) the Manager enters into this Hiring Agreement as agent for DCCC and may only act within the scope of its authority from DCCC under the Operating Agreement;
 - (ii) DCCC is the licensee of the Centre from the Territory and its occupancy and operation of the Centre is subject to its lease and other agreements with the Territory; and
 - (iii) certain facilities maintenance functions are carried out by a third party under a separate agreement with DCCC and the Manager is not responsible for those functions.

2.2 CHANGING THE HIRING AGREEMENT

- (a) This Hiring Agreement can only be changed by written agreement between the Manager and the Client.
- (b) Changes to this Hiring Agreement will not take effect until the Manager 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.

2.3 INCONSISTENCY

If there is any inconsistency between a provision in Part A and a provision in Part B of this Hiring Agreement, the provision in Part A prevails to the extent of the inconsistency.

3. FINALISING EVENT DETAILS

3.1 NOTICES

The Client and the Manager must regularly liaise with each other in relation to the Event. In particular the Client and the Manager 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 clause 18.

3.1.1 30 Business Days before the start of the Hiring Period the Client must supply the Manager with final confirmation of all details of the Event, including:

- (a) program and timetable for the Event;
- (b) staging, rigging and equipment required for the Event; and
- (c) services required from the Manager for the Event,

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 14 Business Days before the start of the Hiring Period** the Client must supply the Manager with a written confirmation notice for food and beverage and other services required.
- 3.1.3 10 Business Days before the start of the Hiring Period** the Manager 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 from the Client prior to the issue of the Event Order that have been accepted by the Manager.
- 3.1.4 7 Business Days before the start of the Hiring Period** the Client will supply the Manager with the signed Event Order and approximate 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 Manager will not be taken to have accepted any notice of change unless it confirms the notice in writing.
- 3.1.6 Additional fees may apply and the Hiring Fees may be increased** for any notice of change where the Client requests changes to a confirmation notice, Event Order or number of Delegates requiring food or beverage and that notice of change is provided any time after 5 Business Days before the start of the Hiring Period.

The Manager may, in its discretion, decide whether to accept a notice of change of the type described under this clause 3.1.7 where the notice of change is provided by the Client after 5 Business Days before the start of the Hiring Period. If the Manager is willing to accept the notice of change, the Manager will notify the Client in writing of the additional fees payable and the increase to the Hiring Fees (as applicable) and any other conditions in connection with the Manager's acceptance of the notice of change. If the Client wishes to proceed with the notice of change on this basis, it must confirm the notice in writing to the Manager within a reasonable time. There is no obligation on the Manager to implement any notice of change unless it has received written confirmation of its acceptance from the Client.

3.2 LATE FEES / SURCHARGE WILL APPLY

Late fees will apply for significant or late changes notices. Requests made from the client for additional services received less than 5 Business Days before the Start of the Hiring period will attract a late fee of up to 20%.

In addition, should the final number of delegates requiring food and beverage exceed 5% greater than the notice given in section 3.1.4, DCC will charge to the client a surcharge of 20% to the number of Delegates requiring food and beverage that exceeds the 5% threshold. DCC reserves the right to substitute similar menu items (chefs' selection) to accommodate last minute requests.

3.3 EFFECT OF EVENT ORDER

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

3.4 INCONSISTENCY

Subject to clause 2.3, 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.

3.5 MORE DETAILS

The Manager may request the Client to provide further written information about the expected number and origin of visitors to the Event, the likely number of exhibitors at the Event, or other relevant information about the Event. The Client will provide the further information within a reasonable time after receiving the request from the Manager.

4. PAYMENTS BY THE CLIENT

4.1 HIRING FEES AND OTHER CHARGES

The fees that are payable from the Client to the Manager are as set out in Schedule 1 of Part A of this Hiring Agreement are as follows:

4.1.1 Hiring Fee and Deposit

- (a) The Deposit is payable in accordance with Schedule 1 of Part A of this Hiring Agreement. The Deposit paid is non-refundable unless clause 4.2.2 applies.
- (b) The Hiring Fee (less the Deposit, as applicable) is payable in accordance with Schedule 1 of Part A of this Hiring Agreement. All paid instalments of the Hiring Fee are non-refundable unless clause 4.2.2 applies.

4.1.2 Estimated Costs

- (a) Estimated Costs are payable by the Client in accordance with Schedule 1 of Part A of this Hiring Agreement. Where Estimated Costs arise less than 5 Business Days before the Hiring Period such Estimated Costs must be paid by the Client 3 Business Days out from the first day of the Hiring Period.
- (b) 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 Manager.

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 Manager in the final numbers notice given under clause 3.1.4, whichever is greater; plus the costs and expenses of the services actually provided by the Manager 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 Centre. Only one credit card payment per invoice will be accepted.

4.1.5 Public holiday and Sunday surcharges

- (a) A public holiday 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 Manager in writing.
- (b) A Sunday 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 Manager in writing.

4.1.6 Legal costs

The Client must pay all outside legal costs and consultant fees incurred by the Manager in respect of this Hiring Agreement which are reasonably necessary to protect the legitimate interests of the Manager under 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; and
- (b) any breach or anticipatory breach by the Client of this Hiring Agreement.

4.1.7 Food and Beverage, Ancillary and AV Charges:

A CPI increase of up to 5% is applicable each financial year to food and beverage, AV, and other ancillary charges (WiFi, Security and Labour costs, etc.)

4.2 DEPOSIT AND ADVANCE PAYMENTS

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 Manager as a 'security deposit' and the Manager will be entitled to apply such 'security deposit' as follows (as applicable):

4.2.1 Cancellation of Event under clause 12.1 or termination by Manager under clause 13.2

- (a) The parties acknowledge and agree that:
- (i) the staging of the payments set forth in Schedule 1 of Part A of this Hiring Agreement is based on a reasonable assessment of the value and effort that will have been expended by the Manager in preparing the Centre for the Event at the time when each payment is made; and
 - (ii) due to hirers booking substantially in advance for events, once a particular date for the Centre is booked by the Hirer, it is often not possible to replace a cancelled event with an alternative event.
- (b) If the Client cancels the Event under clause 12.1 or the Hiring Agreement is terminated by the Manager under clause 13.2, then the Manager will be entitled to retain the amount of the Hiring Fees (including any Deposit) and Estimated Cost payments made by the Client (and held by the Manager in accordance with Schedule 1 of Part A of this Hiring Agreement) at the date of cancellation or termination.

4.2.2 Manager default

Subject to clauses 7.6 and 16.1, if the Manager defaults under this Hiring Agreement by failing to provide the Event Facilities in their entirety for the Hiring Period, then all Hiring Fees (including the Deposit) and Estimated Cost payments made by the Client (and held by the Manager in accordance with Schedule 1 of Part A of this Hiring Agreement) will be refunded to the Client.

4.2.3 Other payments

Otherwise, the Deposit and all Hiring Fee and Estimated Cost payments made by the 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 14 Business Days after the end of the Hiring Period, the Manager will give the Client a final statement showing:

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

4.4 PAYMENT OR REFUND AFTER FINAL STATEMENT

No later than 14 Business Days after the Manager gives the final statement to the Client under clause 4.3, as applicable:

- (a) the Client must pay the Manager all amounts shown in the final statement as owing to the Manager; or
- (b) the Manager 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 Manager 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 Manager in writing, the Client must effect and maintain the following insurances for the Event with a reputable insurer and on terms acceptable to the Manager as follows:

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 Manager or DCCC or for which they may be responsible, or of any third party, where the occurrence happens during the Hiring Period or any other period in which the Manager 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 Centre, where the occurrence happens during the Hiring Period or any other period in which the Manager 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 of this Hiring Agreement or that the Client is required to effect by law.

5.2 CERTIFICATES OF CURRENCY

If requested by the Manager, the Client must provide the Manager with certificates of currency in respect of the insurance required by clause 5.1 to be effected by the 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 Manager 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 and will defend the Manager, DCCC, the Territory and their respective Representatives (**Those Indemnified**) against all claims, liabilities, losses, damages, costs

and expenses (including legal fees, costs and disbursements) made or awarded against, or suffered or incurred by, Those Indemnified arising out of or incurred in connection with:

- (a) the Client failing to comply with a direction made or given by the Manager in accordance with clause 7.2.2;
- (b) the Client's (or its Representatives' or Delegates') use of the Event Facilities and the Centre during the Hiring Period (or any other period in which the Manager agrees to grant the Client (or its Representatives or Delegates) access to the Event Facilities, as permitted by clause 6.1) including in respect of any personal injury or death, or loss of or damage to any property, caused by the Client's (or its Representatives' or Delegates') use of the Event Facilities or Centre;
- (c) any infringement or alleged infringement of intellectual property rights by the Client or a Client's Representative;
- (d) the information provided for the preparation of the Event Order not being true and correct in all respects;
- (e) the Client failing to complete a contract with a third party; and
- (f) the Client failing to comply with its obligations under all applicable laws relating to occupational or workplace health and safety;
- (g) a breach by the Client of clause 8.5,

unless (subject to clause 5.6) such loss, damage or liability is caused by the negligence or unlawful act or omission of Those Indemnified, in which case the Client's liability to indemnify Those Indemnified will be reduced proportionately to the extent (if any) that the negligence of Those Indemnified has caused or contributed to the loss, damage or liability.

5.4.2 Indemnity on trust

- (a) The Manager declares that it holds on trust for DCCC, the Territory 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.
- (b) The Client acknowledges the existence of such trusts and consents to the Manager 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 Centre and Event Facilities at the risk of the Client. The Client releases to the full extent permitted by law, the Manager, DCCC, the Territory and their respective Representatives from any and all liability resulting from:

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

but excluding any loss or damage to the extent caused by negligence or breach of the Manager, DCCC, the Territory or their Representatives.

5.6 EXCLUSION OF LIABILITY

Neither the Manager 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.

6. CLIENT ACCESS AT THE CENTRE

6.1 USE OF EVENT FACILITIES IN THE CENTRE

- (a) Subject to this Hiring Agreement, the Client will have:
 - (i) the non-exclusive licence to use the Event Facilities for the Event during the Hiring Period (it being agreed that the Manager will not hire the Event Facilities to any other party during the Hiring Period); and
 - (ii) non-exclusive access to the other parts of the Centre that the Manager, in its reasonable opinion, considers necessary in connection with the Event.
- (b) In its absolute discretion the Manager may (upon request by the Client) grant the Client or its Representatives, early or later access to the Event Facilities outside of the Hiring Period.
- (c) The Client and its Representatives must not enter or use any other parts of the Centre other than those reasonably required to obtain access to the Event Facilities.
- (d) The Client acknowledges that other clients may be conducting events or bumping in or out for events within the Centre at the same time that the Client's Event is being conducted or bumping in or out. Without limiting clause 6.2, the Manager will liaise with the Client and the relevant third party client(s) to ensure that this causes minimal disruption to the Event.

6.2 USE OF OTHER FACILITIES IN THE CENTRE

- (a) The Manager may from time to time notify the Client of schedules for the use and sharing of services and other facilities of the Centre, schedules for access to the Centre, and restrictions on use and access.
- (b) The Client must comply with all schedules and restrictions notified to the Client pursuant to clause 6.2(a).

6.3 ACCESS TO THE EVENT FACILITIES BY THE MANAGER

The Manager and its Representatives will at all times have unrestricted access to all parts of the Centre, 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 CENTRE

- (a) The Client must vacate the Event Facilities and the Centre, and remove any item/possession brought into the Centre by the Client or any of its Representatives, before the Hiring Period ends.
- (b) If the Client does not comply with clause 6.4(a):
 - (i) the Client must pay to the Manager 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 non-compliance continues; and
 - (ii) the Manager has the right to remove any such item/possession from the Centre and arrange for its disposal and charge the Client a reasonable fee for doing so.

6.5 CARDS, KEYS AND PASSES

- (a) The Client must make sure that all access cards, keys and passes of any kind relating to the Event Facilities, the Centre or anything in them, which are given to the Client by the Manager, are:
 - (i) kept in the custody of the Client or its Representatives authorised by the Manager for that purpose;
 - (ii) not duplicated; and

- (iii) returned to the Manager when the Client vacates the Centre, or at the end of the Hiring Period, whichever is earlier.
- (b) 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 Centre, even if that key is later found.

6.6 DAMAGE

- (a) The Client acknowledges and agrees that if the Client, or any Representative of the Client, or any Delegate, causes damage at the Centre or damage occurs at the Centre during the Event or in relation to the Event, the Manager will undertake the required repair or reinstatement works at the Client's sole cost.
- (b) The Client must pay to the Manager, DCCC or the Territory on demand an amount equal to the actual costs incurred by the Manager, DCCC or the Territory, as the case may be, 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 Manager 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 (pursuant to clause 3) and in so doing, and in using the Event Facilities and the Centre, the Client must:

- (a) comply with any relevant or applicable legal requirements, industry standards and the reasonable directions of the Manager;
- (b) not knowingly do or permit anything to be done that would cause the Manager, DCCC or the Territory 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 Centre;
- (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) unless required by clause 8.5, not erect anything in the Centre or make any alterations to the Centre without the Manager's prior written approval, which will not be unreasonably withheld;
- (g) not conduct any collections, whether for charity or otherwise, in the Centre without the Manager'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 Manager;
- (j) supply the Manager with scale drawings of the Event showing room layout and equipment locations. The Manager 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 Manager prior to the Event. Nothing in this subclause affects the Client's obligations under clause 8.5;
- (k) comply with the Manager's APRA licence; and
- (l) comply with any reasonable direction made by the Manager about the acceptable sound level limits in the Centre.

7.2 RIGHTS OF THE MANAGER

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

7.2.1 Request for documents

The Manager may 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 Request for further information

The Manager will request the Client to collect and provide further written information in the form of the Delegate Origin Evidence Certificate, recording the number and origin of attendees to 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 Manager. This information is required to support obligations the Manager has with the Territory.

7.2.3 Directions by the Manager

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

- (a) this Hiring Agreement (to the extent the direction does not impact on the Client's role and obligation as Principal Contractor in accordance with clause 8.5);
- (b) any relevant or applicable legal requirements;
- (c) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
- (d) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (e) any applicable industry standards;
- (f) the Manager's policies and procedures;
- (g) the Manager's APRA licence; and
- (h) any direction of DCCC or the Territory (as applicable).

7.3 EMERGENCY ANNOUNCEMENTS

The Manager may make emergency announcements over any sound system and in-house video monitor system in the Centre 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 Centre 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 Manager, 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 Centre's dress and presentation standards; and
- (b) anything constructed or brought into the Event Facilities or Centre 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. Neither the Manager, DCCC nor the

Territory is responsible for any damage to or theft from the Event or Event Fittings while in the Centre, except to the extent that such damage or theft was caused by the Manager's, DCCC's or the Territory's negligence.

7.6 CHANGES TO THE EVENT FACILITIES BY THE MANAGER

If, in the reasonable opinion of the Manager, the Event Facilities are inappropriate or inadequate for the Event, the Manager can (following reasonable discussions with the Client) change the Event Facilities to other facilities within the Centre 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 Manager from time to time, including in respect of security and crowd control in the Centre and emergency evacuation from the Centre;
- (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 Centre;
- (c) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as the Manager 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 Centre or anything in them;
- (f) comply with all reasonable requests, directions, rules, regulations, ordinances, notices, terms of entry, announcements or requirements made, given, published or enacted by the Manager or DCCC from time to time in respect of the Centre (**Rules**) including:
 - (i) using its reasonable endeavours to direct Delegates to comply with the Rules and enforce those directions; and
 - (ii) not invite or knowingly allow any person, including a Delegate, to breach the Rules.
- (g) not do or bring into the Centre anything that, in the opinion of the Territory, DCCC or Manager, 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 Centre;
- (h) not bring into the Centre any insect, animal or bird without the prior written approval of the Manager, acting in its sole discretion;
- (i) not bring any vehicles, equipment, objects or other items, including forklifts, into the Centre or the Event Facilities without the prior written approval of the Manager at its sole discretion and in any event comply with all weight load specifications for the Centre or the Event Facilities. For certainty, the Client may allow vehicles to enter and use the car park at the Centre for car parking purposes only;
- (j) make its Representatives available for any Centre induction procedures required by the Manager;
- (k) not do anything which may contaminate or pollute the Centre or its surrounding environment or any adjoining property;
- (l) advise the weight or floor loading, rigging and other requirements that may have a weight bearing impact on the floor surface or Centre structure;
- (m) acknowledge and comply with the non-smoking policy of the Centre;

- (n) comply with, and procure compliance by all of its Representatives with, any applicable laws relating to hygiene and food safety;
- (o) ensure that it, and its Representatives, use and/or serve (as applicable) alcohol responsibly in accordance with relevant legislation;
- (p) not film or record within the Event Facilities or within or around the Centre without prior approval of the Manager (the Client acknowledges that any filming or recording may require execution of a location release agreement);
- (q) ensure that all of its electrical equipment is tested and is legally compliant prior to connection to power points within the Centre. All electrical tagging must be completed by the Client, otherwise the Manager reserves the right to undertake such electrical tagging using a contractor of its choice at the Client's cost; and
- (r) 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 Centre's Event Planning Guide, available for download from the Centre's website at <https://www.darwinconvention.com.au/plan-an-event/toolkit/>. The Client must also ensure that its Representatives have read and understood the Event Planning Guide. 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 Centre.
- (b) The Client must comply with:
 - (i) any occupational health and safety procedures required by the Manager or DCCC 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 8.4(b)(i) or where no procedure is advised.
- (c) The Manager or DCCC 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 Hiring Agreement or at law.

8.4.1 Compliance

- (a) The Client must comply with any written direction from the Manager in respect of safety.
- (b) The Client must ensure:
 - (i) that all its contractors (as applicable) and their workers comply with their respective obligations under the WHS Legislation;
 - (ii) are authorised and licenced (as may be required by the WHS Legislation) to carry out any construction work at the workplace; and

- (iii) comply with any conditions of such authorisation or licence and have prescribed qualifications and experience.

8.5 PRINCIPAL CONTRACTOR

8.5.1 Definitions

In this clause

- (a) WHS Legislation means legislation relating to work health and safety and includes the Work Health and Safety (National Uniform Legislation) Act 2011 (NT) and the Work Health and Safety (National Uniform Legislation) Regulation 2011 (NT); and
- (b) the terms 'construction project', 'construction work', 'structure', 'principal contractor' and 'workplace' have the same meanings given to those terms under the WHS Legislation.

8.5.2 Acknowledgement

- (a) To the extent that any Event the Client intends to hold at the Centre requires the commissioning of a construction project, the Client must advise the Manager, in writing, of its intention to undertake a construction project in accordance with the Event.

8.5.3 Principal Contractor Engagement

- (a) The Client acknowledges and agrees that:
 - (i) for the purpose of the WHS Legislation, unless the Client validly appoints another Principal Contractor, the Client acknowledges that it is the Principal Contractor under the WHS Legislation for the construction project;
 - (ii) the Client has management and control of the Event Facilities, the subject of the Hiring Agreement, and unless the Client validly appoints another Principal Contractor, will discharge the duties of Principal Contractor under the WHS Legislation; and
 - (iii) as the commissioner of the construction project, the Client may, with the consent of the Manager appoint another person to be the Principal Contractor of the workplace for the purposes of the WHS Legislation.

8.5.4 Bumping In and Out and other Events

- (a) Nothing in clause 6.1 limits, affects or removes the Client's obligations and role as Principal Contractor for a construction project.
- (b) The Client must consult, cooperate and coordinate with any other mutual obligation holder in relation to their WHS obligations including in relation to other persons who may be holding events or bumping in or out at the Centre from time to time.

8.5.5 Obligations under WHS Legislation

The Client must carry out, and ensure compliance with, its obligations as Principal Contractor under the WHS Legislation in respect of the engagement referred to in clause 8.5.3, safely and in a manner that does not put the health and safety of workers, or any other people at risk, so far as is reasonably practicable.

8.5.6 Notices

- (a) The Client must, as soon as practicable, notify the Manager in writing, of incidents or correspondence received from the Work Health and Safety Regulator, in relation to work health and safety on the construction project, and provide such information in relation to any incident so as to allow the Manager to comply with its duties under WHS Legislation.
- (b) The Client must provide the Manager with any information required and identified as useful by the Manager in relation to any incident or matter relating to work health and safety on the construction project.

- (c) The Client must provide a copy of any notice received by the Client, or correspondence from the Work Health and Safety Regulator, as soon as practicable, after having received the notice or correspondence, as it relates to the construction project.

8.5.7 Reporting

In relation to construction work in connection with a construction project at the Centre, the Client must report:

- (a) to any relevant Work Health and Safety Regulator, any notifiable incident as defined by the WHS Legislation in the manner and time frame prescribed by the WHS Legislation;
- (b) to the Manager, any incident so as to allow the Manager to comply with its duties and obligations under WHS Legislation.

8.5.8 Liability and Indemnity

- (a) The Client warrants that it, or any other person it validly appoints as Principal Contractor, has the skill and expertise to the discharge and satisfy its duties arising out of or in connection with this clause 8.5 and the construction project.
- (b) The Client acknowledges and agrees that the Manager will not be liable to the Client for any damage, loss or liability suffered or incurred by it arising out of or in connection with the Client's role as Principal Contractor, the performance by it of its obligations as Principal Contractor under the WHS Legislation or any breach thereof.

8.6 CLIENT'S SECURITY

- (a) The Client acknowledges that all security personnel will be provided by the Manager pursuant to clause 10.5, unless otherwise agreed by the Manager.
- (b) Where the Event has specific and bespoke security requirements (including pursuant to clause 8.1(r)), the Client may be permitted to arrange such specific and bespoke security subject to prior approval of the Manager, any direction of the Manager (including as to the qualifications, training and venue induction of security personnel) and such security personnel being licensed and of a high industry standard.

8.7 REFUSAL OF ADMISSION BY THE MANAGER

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

9. FOOD AND BEVERAGE

- (a) The Manager has exclusive catering rights at the Centre. Only the Manager and its Representatives are entitled to (and the Client will not) bring into or provide or sell in the Event Facilities or the Centre, food and beverages (whether alcoholic or not).
- (b) However, if the nature of the Event is such as to require it, exhibitors at the 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 Manager (which will not be unreasonably withheld).
- (c) If no food and beverage services is required in accordance with clause 3.1, then the Manager can, at its discretion or if requested by the Client in writing, provide public catering facilities at the Event.

10. SERVICES PROVIDED BY THE MANAGER FOR THE EVENT

Unless otherwise specified in Part A of this Hiring Agreement, the following services will be exclusively provided by the Manager 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 Manager of its audio-visual requirements for the Event (if any) not less than 20 Business Days before the start of the Hiring Period.

10.1.2 Exclusive supply by the Manager

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

- (a) the Manager is unable to supply the equipment required by the Client or equivalent equipment; or
- (b) the Event is, in the opinion of the Manager, 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 Manager will supply any audio-visual equipment which is not actually touring.

10.1.3 Installation and removal

All audio-visual equipment supplied by the Manager will be installed and removed by or under the supervision of the Manager's Representatives.

10.1.4 Client obligations

The Client must:

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

10.2 RIGGING SERVICES

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

10.3 TELECOMMUNICATION AND DATA CONNECTION SERVICES

The Manager will be the exclusive provider of all IT and telecommunications services at the Centre.

10.4 CLEANING SERVICES

The Manager will be the exclusive provider of cleaning services at the Centre.

10.5 SECURITY SERVICES

Unless the Manager has otherwise approved in advance and writing, the Manager will be the exclusive provider of security services at the Centre.

10.6 LOADING DOCK SERVICES

The Manager will be the exclusive provider of all loading dock services and related services at the Centre.

10.7 OTHER SERVICES

- (a) All services provided pursuant to this clause 10 will be charged as Estimated Costs (or Final Costs, as appropriate).
- (b) 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 Manager in the first instance.
- (c) Any contractors providing such additional services must have the prior approval of the Manager.

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 services which are provided to the Client but not as an inclusion within the Hiring Fee 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 Centre, other than inside the Event Facilities, without the prior written approval of the Manager at its absolute discretion; or
- (b) use any logos, trademarks or other intellectual property rights owned by, or licensed to, the Manager without the Manager's prior written consent. All the Manager intellectual property will at all times remain the property of the Manager.

11.2 THE MANAGER'S RIGHTS

With the consent of the Client, the Manager is permitted to use the Client's name and logo (including on the Manager's website) for the purposes of promoting the Event, in accordance with Part A of this Hiring Agreement.

11.3 TICKETS/INVITATIONS FOR EVENTS WHICH ARE NOT 'TICKETED EVENTS'

- (a) 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.
- (b) Notwithstanding clause 11.3(a) and without prejudice to clause 11.1, the Manager 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 immediate written notice of cancellation to the Manager, if at any time, the Client wishes to cancel all or part of the Event or no longer requires all or part of the Event Facilities for the Event (a **Cancellation Notice**).

12.2 RIGHTS OF THE MANAGER UPON CANCELLATION

Nothing in this clause 12 shall affect any other rights the Manager has under this Hiring Agreement or otherwise, including the right to claim against the Client for any costs incurred by the Manager in relation to the Client's Event which are not included in the amount retained by the Manager under clause 4.2.1(b).

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 unless the postponement is due to an event of Force Majeure.

13. DEFAULT AND EARLY TERMINATION OF THIS HIRING AGREEMENT

13.1 THE MANAGER HAS OPTION TO REMEDY DEFAULTS

If the Client fails to perform any obligation under this Hiring Agreement and in particular any direction of the Manager made pursuant to this Hiring Agreement, the Manager may, without limiting any other right or remedy the Manager may have, perform that obligation or engage others to do so and the Client must, on demand, pay any costs reasonably incurred by the Manager in doing so.

13.2 TERMINATION BY THE MANAGER

The Manager may terminate this Hiring Agreement immediately by notice to the Client if:

- (a) the Client is in default of any requirement or provision of this Hiring Agreement and fails to rectify that default within the time period specified by the Manager (acting reasonably and having regard to the circumstances) in its notice to the Client;
- (b) any of the following events occur:
 - (i) any money payable by the Client to the Manager is not paid when due;
 - (ii) the Client dies or becomes bankrupt or legally incapable of managing its affairs;
 - (iii) the Client is insolvent or enters into any compromise or arrangement with its creditors; or
 - (iv) 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;
- (c) the Manager reasonably considers that the use or continued use of the Event Facilities or the Centre by the Client has or is likely to:
 - (i) cause any loss or damage, including to the Event Facilities, or the Centre;
 - (ii) cause damage to the property of any third party;
 - (iii) cause injury to any person;
 - (iv) cause damage to the reputation or goodwill of the Centre, the Manager, DCCC or the Territory in their sole discretion or is likely to become offensive, illegal or detrimental to the reputation or public perception of the Centre, the Manager, DCCC or the Territory or contravenes acceptable levels of public decency; or
 - (v) breach any relevant or applicable legal requirements including any permit, approval, license, consent or authority, which applies to the Event Facilities, the Centre or the Event

and the Client fails to rectify the matter to the reasonable satisfaction of the Manager within the time period specified by the Manager (acting reasonably and having regard to the circumstances) in its notice to the Client.

- (d) in the reasonable opinion of the Manager, the description of the Event (including the addition or changes to speakers or performers) substantially changes from that given by Client in this Hiring Agreement without the prior written approval of the Manager and the Client fails to rectify the matter to the reasonable satisfaction of the Manager within the time period specified by the Manager (acting reasonably and having regard to the circumstances) in its notice to the Client.

13.3 TERMINATION BY THE CLIENT

The Client may terminate this Hiring Agreement immediately by notice to the Manager if:

- (a) the Manager is insolvent or enters into any compromise or arrangement with its creditors; or
- (b) an administrator, receiver, provisional liquidator, liquidator or controller is appointed to the Manager or any of its assets or an equivalent appointment is made in another jurisdiction.

13.4 RIGHTS OF THE MANAGER ON TERMINATION

Nothing in clause 4.2.1(b) limits the rights of the Manager if the Manager terminates this Hiring Agreement under clause 13.2.

13.5 INTEREST

Any money due but unpaid to the Manager 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.

13.6 NOVATION

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

14. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

14.1 NO REPRESENTATIONS ABOUT SUITABILITY

- (a) Neither the Manager, DCCC nor the Territory warrants or represents that the Centre, 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 Centre, its facilities and equipment for the purposes of the Event.
- (b) The Client acknowledges and warrants that it has had the opportunity to inspect the Event Facilities and has either:
 - (i) inspected the Event Facilities and is satisfied with them; or
 - (ii) 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.

14.3 CLIENT WARRANTIES

The Client represents, warrants and undertakes to the Manager 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;
- (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 Manager or any affiliate of the Manager; and
- (d) the information provided for preparation of the Event Order is true and correct in all respects.

15. GOODS AND SERVICES TAX

- (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 Manager under this Hiring Agreement, the Client must pay to the Manager the amount of GST which the Manager is obliged to pay in respect of that Taxable Supply under the GST Law.
- (c) The Client must pay to the Manager the GST contemplated in clause 15(b) at the same time and in the same manner as the Client is required to pay the Manager 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 Manager 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 Manager in connection with this Hiring Agreement which is not consideration for a Taxable Supply made by the Manager will be reduced by the amount of Input Tax Credits (if any) to which the Manager is entitled in respect of the amount for which reimbursement is being sought.

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 each of the Manager 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; and
- (b) the Manager will be entitled to retain from any Deposit or other monies paid by the Client to the Manager, the amount of any costs, charges or expenses actually incurred by the Manager before the event of Force Majeure happens, less any amount recovered by the Manager on account of successful insurance claims.

16.2 CANCELLATION OF EVENT DUE TO FORCE MAJEURE EVENT

The Client acknowledges that the Manager is not responsible for ensuring the Event proceeds and that the Client should effect appropriate insurance that covers cancellation of the Event due to an event of Force Majeure.

16.3 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 Manager or DCCC, which may affect in whole or in part the hiring and/or obligations and/or liabilities of either party to this Hiring Agreement.

16.4 EXCEPTION FOR SELF-INDUCED EVENTS

However, any event which, but for this clause 16.4, 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 Manager, DCCC or the Client will not be taken to be an event of Force Majeure for the purposes of clauses 16.1 or 16.3.

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

Each party must:

- (a) comply with the Act and the Australian Privacy Principles, particularly in relation to the collection, use, storage and disclosure of personal information in connection with the Event;
- (b) comply with any other reasonable principles or guidelines, relating to the handling of personal information, notified in writing, from time to time, by one party to the other; and;
- (c) where requested in writing, provide reasonable assistance to the other party in relation to its compliance with its privacy obligations at law.

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 clause 18.2; 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 delivery, email, registered post or standard post to the relevant address set out in Part A.

18.2.2 Notices to the Manager

Any notice or other communication to the Manager referred to in this Hiring Agreement can be given by email, registered post or standard post to the following address, marked for the attention of the General Manager:

- (a) postal address GPO Box 735
Darwin, NT 0801
- (b) email address sales@darwinconvention.com.au

18.3 CHANGING ADDRESS FOR SERVICE

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

the other.

19. GENERAL

19.1 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.

19.2 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.

19.3 ASSIGNMENT

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

19.4 SUCCESSORS

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

19.5 TIME OF ESSENCE

Time is of the essence of this agreement.

19.6 EXERCISE OF RIGHTS

A single or partial exercise or waiver by the Manager 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 Manager.

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

- (a) This Hiring Agreement is governed by the law that applies in the Northern Territory, Australia.
- (b) The Manager 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 clause 19.10(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 clause 19.10(b), the parties may by agreement refer the dispute:

- (i) for mediation, in accordance with the Australian Disputes Centre (**ADC**) 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 ADC (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. CONFIDENTIALITY

20.1 CONFIDENTIALITY OF AGREEMENT AND INFORMATION OBTAINED

- (a) The Manager and the Client acknowledge and agree that:
 - (i) this Hiring Agreement and its provisions and substance;
 - (ii) all information relating to the Centre, the Event, the Event Facilities or to the operation of the Centre;
 - (iii) all information received by the Client in performing the terms of this Hiring Agreement; and
 - (iv) all information supplied by the Client to the Manager under or in relation to this Hiring Agreement,is information of a confidential nature and will be received, supplied and communicated in circumstances of confidence (**Confidential Information**).
- (b) Each party will receive Confidential Information on a commercial in confidence basis.
- (c) Each party will to the fullest extent possible, preserve confidentiality in the Confidential Information.

20.2 PARTIES TO MAINTAIN CONFIDENTIALITY

The Manager and the Client must not disclose any of the Confidential Information to any third party without first obtaining the consent in writing of the other party, except to the extent that:

- (a) the disclosure is required by law or allowed under clause 20.4;
- (b) the disclosure is made by a party to a lender to the party for the purpose of obtaining finance;
- (c) the disclosure is made by either of the parties to its legal or accounting advisers, or a related company of that party;
- (d) the information is or has become public knowledge other than as a result of an unauthorised disclosure by either of the parties; or
- (e) the disclosure is necessarily made by the Client or the Manager in order to comply with any statutory, reporting, or disclosure requirements binding upon it.

20.3 ACKNOWLEDGMENT

Each party acknowledges that:

- (a) it is aware that any breach of this clause 20 will result in a party suffering loss, for which damages may not be an adequate remedy;
- (b) the disclosure of Confidential Information to any third party in breach of this clause 20 will prejudice the future supply of Confidential Information; and
- (c) in the event of a suspected, anticipatory or actual breach of this clause 20 or any obligation of confidentiality under this Hiring Agreement, the parties are entitled to seek and obtain injunctive relief or specific performance.

20.4 DISCLOSURE TO DCCC OR THE TERRITORY

Notwithstanding the provisions of this clause 20, the Client acknowledges and agrees that:

- (a) the Manager may disclose to DCCC and the Territory, certain Event-related information and that such information may include Confidential Information of the Client; and
- (b) Confidential Information of the Client provided to DCCC or the Territory by the Manager is provided on the understanding that such information is commercial in confidence information of the Client.

20.5 CONTINUING OBLIGATION

The obligations contained in this clause 20 will remain in full force and effect after the termination in whole or in part of this Hiring Agreement and will not be deemed to be waived, merged or extinguished on such termination.

21. TICKETED EVENTS

21.1 THE MANAGER AS AGENT

The Manager 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 21.

21.2 NOTICES APPLYING TO TICKETED EVENTS

At least 15 Business Days before the Client wishes to start selling or distributing tickets, the Client must provide the Manager with details required by the Manager in relation to those tickets, including the number of tickets to be issued, the exact starting time and approximate finishing time for each day of the Event and (where relevant) for each performance constituting the Event.

21.3 DEALING WITH TICKETS

- (a) The Manager may sell and distribute the Event tickets in any way it sees fit (including by the appointment of ticketing sub-agents, authorised onsellors or authorised resellers on an event by event or longer term basis), and will consult the Client in relation to the manner of sale and distribution.
- (b) If approved by the Client, such approval not to be unreasonably withheld, the Manager may sell or authorise the sale of Event tickets with value added services, such as food and beverage, merchandise, car parking, travel and accommodation, hospitality, "money can't buy" Event experiences and ancillary services. Only the revenue applicable to the face value of the Event tickets sold shall be included in the ticket receipts for the purposes of any calculations under this Hiring Agreement unless otherwise expressly noted.
- (c) Whether tickets are sold by the Manager or by another person under arrangements approved by the Manager, all Event tickets must be issued and processed through the ticketing services system of the Manager or its nominated ticketing sub-agent.

21.4 TICKETING FEES

Where applicable, the Manager 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.

21.5 RETENTION AND OFFSET OF MONEY

The Manager 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 Manager under this Hiring Agreement from time to time.

21.6 CALCULATION OF TICKET COMMISSION

If a ticket commission is applicable, as more particularly detailed in Part A of this Hiring Agreement, it

will be calculated on total actual ticket receipts (including GST) less:

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

Any applicable ticket commission will be calculated as part of Final Costs and deducted from ticket sales in accordance with clause 21.5.

21.7 TICKET REFUNDS

- (a) The Manager may, in its reasonable discretion:
 - (i) refund to a purchaser all or part of the price of a ticket; or
 - (ii) give a purchaser a replacement ticket to the Centre for any performance in the Event, to any day of the Event or to any other event to be staged at the Centre.
- (b) A refund may include any agency fees, service fees and telephone booking fees paid by the purchaser and the Client must pay to the Manager on demand the total cost to the Manager of any refund given.

21.8 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 (in consultation with the Manager) and schedule advertising advising of the cancellation to a level approved by the Manager;
- (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 Manager on demand an amount equal to:
 - (i) the total system booking fees income from the sale of tickets for the Event or performance at the date of cancellation;
 - (ii) any costs incurred by the Manager 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.

22. MERCHANDISE

- (a) Programs, t-shirts, souvenirs, posters, novelty items, clothing apparel, and recorded media will be sold in the Centre only by the Manager or representatives nominated by it, unless otherwise agreed with the Manager. The Manager will retain 18% (including GST) of gross merchandise sales.
- (b) Motion pictures, video, still photography, television or radio broadcasts, sound recordings, or other similar works cannot be made at the Centre unless a separate agreement is entered into between the Client and the Manager regarding these works.