

**Alex Theatre St Kilda - SCHEDULE 2
GENERAL HIRE TERMS AND**

CONDITIONS TABLE OF

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1. GRANT OF LICENCE

- 1.1 Subject to the provisions of this Agreement the Manager grants to the Hirer a licence and authority to use the Venue for the purpose of presenting the Event at the Event Times and the Other Possession Times.
- 1.2 This Agreement does not create a tenancy or any other relationship between the Hirer and the Manager other than that of licensee and licensor.
- 1.3 The Hirer will observe and comply with, and ensure that all Associated Persons observe and comply with:
- (a) the Notes for Hirers, the Manager's Conditions of Entry to the Venue and any rules and regulations made or adopted by the Manager for use and operation of the Venue; and
 - (b) all applicable Laws and Approvals applying to the Venue or applying to any activity of the Hirer and/or the Associated Persons at or in relation to the Venue.
- 1.4 The Hirer will ensure that in all references to the Venue (including any broadcast promotion or advertising in whatever medium), it utilises the official name of the Venue in the proper form as notified or designated by the Manager, which at the date of this Agreement is Alex Theatre St Kilda.

2. PROVISION OF INFORMATION BY THE HIRER

- 2.1 The Hirer will provide to the Manager before the Hiring Information Deadline:
- (a) all information which the Manager may require with respect to the lighting, audio, visual, pyrotechnics, scenery, fittings, electrical installations and other equipment, materials or things which the Hirer proposes to use in staging the Event;
 - (b) an accurate and scaled rigging plot including dead and live loading information and accurate weight distribution details for all equipment, materials or things to be suspended from the roof of the Venue;
 - (c) all plans, drawings and specifications relating to any equipment, materials, things or structures planned for installation in the Venue;
 - (d) where the Stage is part of the Venue facilities to be used by the Hirer:
 - (i) details of any proposed adjustments to the Stage;
 - (ii) a scaled plan with elevations of the Stage indicating the sightline restrictions if any based on the proposed location of the Stage; and
 - (iii) details of the dimensions, elevations and locations of any mixing positions;
 - (e) details of any plans for televising, or Recording the Event, including proposed camera positions;
 - (f) all other information or details relating to the Event which the Manager may require, including without limitation all information relating to sightlines;
 - (g) full particulars for approval and use of the Manager of:
 - (i) the information which the Hirer requests should appear on the face of the Tickets; the Net Ticket Price and the price barriers (if any) or the Tickets; and

- (ii) the persons or classes of persons who are to receive Complimentary Tickets or Tickets at concessional prices;
- (h) all assistance necessary to enable the Manager to produce a marked-up seating plan and stage layout; and
- (i) details of any equipment, materials, or things which may be dangerous, hazardous or unusual that may be used in, or associated with, the Event.
- 2.2 The Manager may in its sole discretion after receiving any details referred to in clause 2.1 and having regard to:
- (a) the reputation of the Manager and the Venue; or
 - (b) the structural and technical nature of the Venue; or
 - (c) the safety of any person –
- impose further specific requirements and conditions on the Hirer in relation to the Event, including without limitation requirements related to equipment, materials, or any other matter. The Hirer will comply with those requirements at its cost.

3. PAYMENT OF FEES AND OTHER SUMS

- 3.1 This Agreement is conditional upon the Security Deposit being paid by the Hirer.
- 3.2 In consideration of the Manager agreeing to grant the licence referred to in clause 1.1, the Hirer agrees to pay to the Manager, time being of the essence:
- (a) the Hiring Fee;
 - (b) the Additional Fees; and
 - (c) any other sums payable by the Hirer under this Agreement -
- and without limiting any other rights that it may have under this Agreement or at law, the Manager may deduct and set off such fees and other sums from the Net Takings and the Security Deposit payable to the Manager.
- 3.3 If at any time the Manager (acting reasonably) considers that the Net Takings and the Security Deposit will be insufficient to cover all amounts payable to the Manager under this Agreement, then:
- (a) the Manager may by written notice require the Hirer to pay the whole or any part of such amounts to the Manager;
 - (b) within 24 hours of delivery of the notice to the Hirer or such longer period as may be specified in the notice, the Hirer will pay to the Manager the sum stipulated in the notice; and
 - (c) payment will be made as stipulated in the notice.
- 3.4 In addition to the amounts payable under clause 3.2 the Hirer will indemnify and pay to the Manager all amounts paid or payable by the Manager in providing the use of the Venue facilities, including without limitation:
- (a) the wages and on-costs for any staff or other persons whom the Manager engages to assist with the Event including without limitation ushers, ticket sellers, crowd controllers, traffic management staff, security staff, technicians, electricians and stage crew;

- (b) the costs of cleaning the Venue and the Venue facilities after each Performance and upon completion of the Event, including the costs of the disposal of rubbish;
 - (c) all catering costs and expenses incurred by the Hirer;
 - (d) the cost of providing electricity including heating, ventilation and air-conditioning and illumination to the Venue with the permanent equipment, materials or things with which the Venue is equipped and any temporary or Hirer's equipment, materials or things used in connection with the Event;
 - (e) any costs the Manager is obliged to incur to meet its statutory regulatory or similar obligations in relation to the Event; and
 - (f) any excess, premium and/or penalty charges made or charged to the Manager by the provider of any goods or service in connection with the Event.
- 3.5 If the Hirer defaults in the due payment of any amount payable under this Agreement, then in addition to any other rights the Manager may have under this Agreement or at law the Hirer will pay to the Manager interest on the amounts overdue for the period of the default, calculated daily at a rate of 5% above the base lending rate for the time being of the Manager's bankers on unsecured commercial overdrafts.

4. CANCELLATION OR POSTPONEMENT OF ANY PERFORMANCE OR THE EVENT

By The Hirer

- 4.1 If for any reason the Hirer cannot proceed with any Performance or the Event at the scheduled times:
- (a) the Hirer will immediately notify the Manager in writing;
 - (b) if a Performance is cancelled or postponed, the Hiring Fee and other sums due under clause 3 will not be subject to any adjustment;
 - (c) The deposit is non-refundable if the performance is postponed or cancelled within 10 weeks of the originally scheduled performance date;
 - (d) the Hirer will pay to the Manager upon demand all costs of any nature incurred as a result of the failure to present any Performance or the Event or any change in the scheduled times including:
 - (i) all verifiable and reasonable costs incurred in consultation with the Manager in making any announcements, placing advertisements and generally advising members of the public who have purchased Tickets for the Performance so affected of the circumstances;
 - (ii) the cost to the Manager of settling or contesting at its discretion any claims by members of the public who purchased Tickets;
 - (iii) in respect of each Ticket sold for a cancelled performance the Booking Fee plus any applicable Transaction Fee and an additional amount equal to the Booking Fee to facilitate refund of the Gross Ticket Price to the purchaser of a Ticket; and

- (e) the Manager will be entitled to grant the licence and authority to use the Venue facilities on those dates and at those times to any other party.

By the Manager

- 4.2 The Manager may immediately terminate this Agreement by written notice to the Hirer if:
- (a) the Hirer suffers an Insolvency Event;
 - (b) the Hirer fails to pay any sum of money payable to the Manager under this Agreement on the due date for payment after reasonable notification to pay;
 - (c) the Manager considers the manner in which the Hirer or any of the Associated Persons is using or proposes to use the Venue or the Venue facilities is, after obtaining legal advice, illegal, unsafe or not in line with intended use of the theatre; or
 - (d) the Hirer has otherwise materially breached this Agreement or is in default under this Agreement and the breach or default cannot be remedied, or, in cases where the breach or default can be remedied within a reasonable time (as determined by the Manager in its sole discretion) from the date that the Manager has notified the breach or default and requested the Hirer to remedy such breach or default, has not done so.
- 4.3 If the Manager exercises its right of cancellation under clause 4.2 it will have no liability to the Hirer for or arising out of such cancellation whether for direct, indirect, incidental or consequential damage, damages, loss, expense or other harm of or to the Hirer or any third person claiming on or under the Hirer, or otherwise whatsoever.

5. HIRER'S WARRANTIES CONCERNING PRESENTATION OF THE EVENT

- 5.1 The Hirer warrants, at the time of entering into this Agreement and at all times during the continuance of this Agreement that:
- (a) the Hirer has properly informed itself as to the suitability of the Venue and the Venue facilities for the presentation of the Event and has not relied upon any representation or advice of the Manager, its employees, officers, or agents;
 - (b) it has the financial, technical, commercial and legal capacity to promote and stage the Event;
 - (c) it has and will continue to provide all relevant information to the Manager pertaining to the Event to enable the Manager to comply with its obligations under this Agreement;
 - (d) all representations of all kinds which the Hirer has made to the Manager, whether itself or through its representatives, employees, agents or otherwise, are and continue to be true and correct; and
 - (e) the Hirer will not do or permit or procure to be done anything in relation to the Event without having obtained the Manager's prior consent where the obtaining of such consent is reasonable in the circumstances.

6. HIRER'S OBLIGATIONS CONCERNING PRESENTATION OF THE EVENT

6.1 The Hirer will:

- (a) present the Event on the Event Dates and at the Event Times;
- (b) without limiting clause 1.3(b):
 - (i) comply with and ensure that all Associated Persons comply with the provisions of all individual and collective employment agreements, awards and determinations governing all or any persons engaged or employed by the Hirer in connection with the Event;
 - (ii) obtain at its sole cost all necessary licences and authorisations relating to the use in the Event of any copyrighted materials, sound recording, film or performing right (including without limitation licences from the Australasian Performing Right Association) or other patented or copyrighted equipment, device or dramatic right and will if required provide copies of the licences and authorisations to the Manager before the Event;
 - (iii) obtain at its sole cost and produce to the Manager on request before the Event all permits, consents and other licences required by any government, municipal, territorial, statutory or other proper authority or under any legislation in order to stage the Event, and evidence of the insurance required under clause 17; and
- (c) comply and ensure that all Associated Persons comply with the rules, regulations, operating procedures or guidelines made or amended by the Manager from time to time for use or operation of the Venue and of the Venue facilities including but not limited to those contained in Schedule 5 (as varied by the Manager from time to time).

7. CHANGE IN QUALITY, NATURE OR DURATION OF THE EVENT

If in the opinion of either the Manager or the Hirer the quality, duration, nature or expectation of any Performance is or will be in any way adversely affected for any reason including, without limitation, injury or non-appearance of any advertised artist/s or other Associated Person/s the Hirer will pay the Manager upon demand:

- (a) all costs incurred by the Manager in making any announcements, placing advertisements and generally advising the circumstances to members of the public who have purchased Tickets for the Performance so affected of the circumstances;
- (b) the cost to the Manager of settling or contesting at its discretion any claims by members of the public who purchased Tickets; and
- (c) in respect of any refund of the Gross Ticket Price of a Ticket sold for the Performance, the Booking Fee,

any applicable Transaction Fees and an additional amount equal to the Booking Fee to meet the costs of the refund-

and the Manager may hold or require its agent to hold so much of the Gross Takings as the Manager reasonably believes may be required for the payment of refunds and the settling or contesting of claims as referred to in clause 7.1(b) for the period of time the Manager deems appropriate and arising as a result of cancellation by the Hirer.

8. RESTRICTIONS ON USE OF THE VENUE AND THE VENUE FACILITIES

- 8.1 The Hirer will not use, and will ensure that the Associated Persons will not use, the Venue facilities for any purpose other than for the purpose of presenting the Event.
- 8.2 The Hirer will not, and will ensure that the Associated Persons will not, without the prior written consent of the Manager:
 - (a) bring into the Venue any firearms, explosives, flammable liquids, hazardous materials, drugs or alcoholic beverages (whether for sale or supply or not) or any other goods or services for the purpose of sale or supply;
 - (b) make or attempt to make any collections of money or goods whether for charity or otherwise;
 - (c) remove or obscure whether directly or indirectly (including without limitation by use of virtual signage or any other electronic or electronically generated method while a Transmission or Recording is taking place), any signage, logo or other representation connected with the Venue;
 - (d) allow to be brought into the Venue any tobacco advertising or signage including, without limitation, any virtual advertising or similar electronically generated advertising during a Transmission or Recording at the Venue;
 - (e) install or bring into the Venue, or to permit any other party to install or bring into the Venue, any plant, equipment, materials, thing or fitting which is or may become unsafe or which may pose a health or safety risk to any person; and
 - (f) without limiting clause 1.3(b), do or allow anything to be done that may cause the Manager to breach its obligations in regard to noise limits inside and/or outside the Venue. It will be the sole responsibility of the Hirer to fully inform itself of the obligations binding on the Manager and the Venue in relation to noise for this purpose.
- 8.3 The Hirer acknowledges that the Venue is a non-smoking venue. The Hirer will ensure that the Associated Persons do not smoke in any part of the Venue. The Hirer will ensure that it and all Associated Persons comply with all applicable Laws in respect of smoke free environments including, without limitation the *Tobacco Act 1987* (Vic).

9. CONDUCT OF THE HIRER AND THE ASSOCIATED PERSONS

- 9.1 The Hirer will conduct and manage the Event in a proper and orderly manner and ensure that all Associated Persons act in a proper and orderly manner.
- 9.2 The Hirer will not do anything that results in:
- (a) any Approval in force for the Venue being forfeited, suspended or not renewed; or
 - (b) any member of the police force, emergency services, or any employee or agent of the Manager being obstructed in the exercise of his/her duties at the Venue.
- 9.3 Upon breach or threatened breach of clause 9.2, the Manager, its employees and agents are entitled at any time to refuse admission to, or remove any person from, the Venue including any artist/s or Associated Persons, regardless of whether the Event or a Performance is in progress or the artist/s or Associated Person/s are in any way essential to the Event or the Performance.

10. DAMAGE TO THE VENUE

- 10.1 The Hirer will report to the Manager any damage to the Venue, the Venue facilities or other equipment, materials, things, facilities and services provided by the Manager that is sustained during use by the Hirer, any Associated Person or any person attending the Event immediately upon becoming aware of the damage.
- 10.2 Without limiting clause 16.3, the Hirer will pay to the Manager the cost of repairing and making good any damage of the type referred to in clause 10.1 including the cost of labour and materials and replacement equipment, materials or things and will if required by the Manager itself repair and make good any such damage.

11. TICKETS AND TICKET SALES

- 11.1 The Manager will control all ticketing arrangements for all Events at the Venue.
- 11.2 No person will be admitted to a Performance without a valid Ticket, Complimentary Ticket, or other valid pass authorised by the Manager.
- 11.3 No Tickets will be released for sale until the Manager is satisfied that the Manager has received sufficient information relating to the Event.
- 11.4 The final determination of the number of Tickets to be sold for each Performance will be made by the Manager based on the information provided to the Manager by the Hirer and the Manager's determination (if any) concerning sightlines for that Performance. And the Manager and the Hirer shall cooperate in good faith to maximise the number of seats available for ticket sale but the Manager shall have final determination on such number.

Ticket Printing, Supply, Promotion and Sale

- 11.5 The Hirer acknowledges that the Manager is

responsible for all ticketing arrangements for all Events at the Venue and agrees that:

- (a) neither it nor any Associated Person will print, supply, or sell any Tickets;
- (b) the Manager will itself or through its agent print, supply, and sell all Tickets;
- (c) it will submit for the approval of the Manager full particulars of the information required by the Manager in relation to Tickets under this Agreement;
- (d) it will not give any instructions direct to the Manager's ticketing agent;
- (e) it will pay any credit card charge set out in Item 13 of Schedule 1 arising from the sale of Tickets paid for through the use of a credit charge facility;
- (f) it will where possible submit to the Manager for the Manager's approval details of Venue information being used in advertisements and promotions in relation to the Event and will not advertise or promote the Event or the dates for sale of the Tickets without the prior approval of the Manager;
- (g) all promotions or advertising in relation to the Events including, without limitation, television, newspaper and radio advertising will include the official name of the Venue, Alex Theatre St Kilda (not The Alex) and the Manager's ticketing platform (Eventbrite) and any other information which the Manager may reasonably stipulate for inclusion;
- (h) the Manager or its agent will receive and deal with all Booking Fees, Transaction Fees, and Service Fees in accordance with this Agreement;
- (i) subject to clause 11.6, the Manager is entitled to make a decision binding on the Hirer on any matter concerning Tickets.

Consultation with the Hirer

- 11.6 The Manager agrees that it will:
- (a) without limiting its rights under this Agreement, not release for sale or withhold from sale any Tickets without first consulting the Hirer (but without obligation on the part of the Manager to implement any suggestion or proposal made by the Hirer);
 - (b) comply with all reasonable requests of the Hirer concerning the sale of Tickets;
 - (c) ensure that any agent of the Manager engaged to print, supply, and sell Tickets does so in accordance with this Agreement; and
 - (d) not charge the Hirer and not include in the Additional Fees any Transaction Fees unless provided for in this Agreement.

Complimentary Tickets

- 11.7 The Hirer will receive the number of Complimentary Tickets specified in Item 15 of Schedule 1 for each Performance and will pay to the Manager the associated printing costs specified in Item 15 of Schedule 1. For every Complimentary Ticket the Hirer distributes for a Performance in excess of the number

specified in Item 15 of Schedule 1, the Hirer will pay the Manager an amount equal to the Booking Fees that would have been payable on those Tickets, and an amount equal to the amount by which the Hiring Fee would have been increased, if those Tickets had been sold at the top price for Tickets.

Sightlines

- 11.8 No Tickets will be released for sale until the Manager makes a determination (if any) concerning sightlines for each Performance.
- 11.9 Subject to clause 11.10, the Manager will have the right to withhold from sale any seats at any Performance which would have a restricted view due to any factor affecting the sightlines.
- 11.10 In determining which seats have a restricted view, the Manager will act only after consultation with the Hirer and having regard to the marked up seating plan and any Stage layout provided by the Hirer.
- 11.11 If an adjustment of the Stage is requested by the Hirer, and persons holding Tickets to that Performance would have a restricted view of the Performance as a result, the Manager is entitled to withdraw sufficient Tickets from sale for the purpose of providing seats to those persons elsewhere in the Venue for that Performance.

House Seats

- 11.12 The Hirer agrees that:
- (a) the Manager retains the right to use at its own discretion the House Seats and to issue Complimentary Tickets for those seats; and
- (b) the House Seats do not form part of the Venue facilities unless they are sold for a Performance, in which case proceeds of the sale of Tickets for those seats will form part of the Gross Takings.

Approved Sale Seats

- 11.13 The Hirer agrees to the sale by the Manager to its staff, and other persons selected by the Manager at its discretion of Tickets for the number of Approved Sale Seats at each Performance referred to in Item 16 of Schedule 1. The Manager agrees that:
- (a) the proceeds from the sale of all Tickets for the Approved Sale Seats will form part of the Gross Takings;
- (b) at least half of all Tickets for the Approved Sale Seats for each Performance that are unsold seven days before that Performance will be released for sale to the general public at that time; and
- (c) all Tickets for the Approved Sale Seats for a Performance that were not released for sale under clause 11.13(b) but remain unsold at noon on the day of the Performance will be released for sale to the general public at that time.

Block Sales

- 11.14 If the Manager elects to sell a number of seats ("block sale") at the request of the Hirer or otherwise, the Manager will determine in its absolute discretion the conditions relating to, and the method of subsequent distribution or sale of, Tickets relating to the block sale and in such case, the Manager will require such Tickets to carry the Gross Ticket Price of the Ticket on the face of the Ticket and under no circumstances will the Manager approve the distribution or on sale of a block sale Ticket unless this requirement is met.

Ticket Claims and Refunds

- 11.15 The Hirer agrees that the Manager may for any lawful reason refund to any person who has purchased Tickets for a Performance, the Gross Ticket Price or part of it or in lieu of a refund offer to provide Tickets to another Performance for any other events at the Venue and the Manager will be under no liability to the Hirer for any refund or replacement Tickets.

Takings

- 11.16 The Hirer agrees that for all sales of Tickets:
- (a) the Net Takings will be retained by the Manager or its agent until the conclusion of the Event and then, together with the Security Deposit, will be applied by the Manager in satisfaction of all amounts payable to the Manager under this Agreement and then will be dealt with as provided in the following provisions of this clause 11.;
- (b) within three working days after the conclusion of the Event the Manager will make available to the Hirer a box office statement detailing the amount of the Net Takings;
- (c) unless otherwise agreed, within five Business Days after the conclusion of the Event, the Manager will:
- (i) furnish to the Hirer a final statement detailing the manner in which the Security Deposit and the Net Takings have been applied by the Manager towards satisfaction of the amounts payable by the Hirer or deducted or set off by the Manager in accordance with clause 11.16(a); and
- (ii) subject to clause 11.16(a) being satisfied pay to the Hirer the balance by electronic funds transfer to the Hirer's designated bank account (as set out in Item 1 of Schedule 1).
- 11.17 Subject to clause 11.18, if the final statement shows an amount payable to the Manager the Hirer will pay the outstanding balance to the Manager immediately.
- 11.18 The Hirer must notify the Manager in writing of any error or objection within seven days of receipt of the box office statement and final statement, otherwise they will be deemed to be true and correct as between the parties.

12. GROUP BOOKINGS AND PACKAGE DEALS

12.1 The Hirer agrees that it will not arrange or permit any group bookings or package deals involving the sale of Tickets and the provision of facilities or benefits including, without limitation, special Merchandise and catering before a Performance or during the interval of or after a Performance, without the prior written approval of the Manager.

12.2 Where the Manager approves any group booking or package deal, the Hirer will ensure that all persons responsible for organising the provision of facilities or benefits to the purchasers of Tickets sold as part of the group booking or package deal or sponsoring or promoting the group booking or package deal comply with the directions of the Manager in relation to the provision of those facilities or benefits at the Events.

13. ACCESS PASSES

13.1 The Hirer may only issue an Access Pass to the persons or classes of persons and of a number approved by the Manager.

13.2 The Hirer agrees that any person to whom an Access Pass is issued is an Associated Person.

13.3 the Manager may issue passes permitting specified persons to have access to specified areas of the Venue normally closed to the public, including areas used by the Hirer.

13.4 hirer must provide the Manager a copy of the passes it intends a minimum 3 business days out from the event

14. USE OF THE STAGE

14.1 Where the Stage is required by the Hirer as part of the Venue facilities then, unless clause 14.2 applies, the Stage will be positioned and configured as shown on the diagram in Schedule 3 and seating will be provided by the Manager on the Venue floor. If the Hirer requires the Stage to be adjusted in size from the position and configuration shown on the diagram in Schedule 3, the Hirer will mark that diagram to show the Hirer's preferred positioning and dimensions for the Stage, properly drawn and accurate as to size and scale and provide to the Manager any other information that the Manager may require in order to assess the ability of the Manager to locate the Stage in the Hirer's preferred position. The Manager's determination on the location and size of the Stage will be final. The Hirer will pay on demand all of the reasonable costs incurred by the Manager in adjusting the Stage to meet the preferred requirements of the Hirer.

15. DUE CARE OF THE VENUE AND FACILITIES

15.1 The Hirer will, and will ensure that the Associated Persons will:

- (a) use the Venue, the Venue facilities in a safe and proper manner so as not to create any risk of injury or damage to person or property;
- (b) comply with all directions of the Manager in

connection with the safe and proper use of the Venue, the Venue facilities including concerning all equipment, materials, things and vehicles brought into the Venue;

- (c) not load the floor of the Venue to loading greater than the maximum permitted loading referred to in the technical specifications of the Venue;
- (d) not display any signage or advertisements on any part of the Venue without the prior written approval of the Manager;
- (e) Ensure all equipment brought to the venue is in safe working order and where required by Victorian law has maintenance records and test certificates available for inspection by the Manager; and
- (f) not, without the prior written approval of the Manager:
 - (i) mark, paint, drill into or otherwise deface any part of the Venue or make any alteration to the structure, fittings, decorations or furnishings of the Venue or the Venue facilities;
 - (ii) bring into the Venue any equipment, materials, things or item which by reason of its weight or vibration resulting from its operation could in the opinion of the Manager cause damage to any part of the Venue including, without limitation, the roof, floor and services to the Venue;
 - (iii) suspend any object or thing from the roof of the Venue other than lighting, sound and other equipment, materials or things details of which have been previously submitted to and approved in writing by the Manager; or
 - (iv) install or use or bring into the Venue any electrical installation, equipment, materials, things or fittings for the staging of the Events other than the electrical installation, equipment, materials, things and fittings details of which have been previously submitted to and approved in writing by the Manager.

16. VACATING THE VENUE

16.1 The Hirer and Associated Persons will vacate the Venue and remove all of the Hirer's equipment, materials or things by the Lock-up Time for each Performance or before the Bump Out Time, as the case may be.

16.2 The Hirer will leave the Venue in a clean, safe and proper condition.

16.3 The Manager will inspect the Venue, the Venue facilities and any other equipment, materials, things, facilities and services provided by the Manager the next Business Day after the Event ends to assess any damage sustained during use by the Hirer, any Associated Person or any person attending the Event. The Hirer may arrange to be present during this inspection. If any damage has occurred this will be repaired by the Manager or its contractors at the Hirer's cost including the cost of labour and materials and replacement equipment, materials or things.

Such costs will be payable by the Hirer in addition to any other sums payable under this Agreement.

16.4 If the Hirer fails to remove its equipment, materials or things, the Manager may remove and store the same at the Hirer's cost and where the Hirer fails to collect such equipment when requested to do so by the Manager, the Manager may dispose of the same and apply the proceeds to discharge the costs of storage and/or sale and/or any debt then due by the Hirer to the Manager under this Agreement.

17. INSURANCE

- 17.1 The Hirer will obtain and maintain with an insurance company(ies) acceptable to the Manager in writing:
- (a) public liability insurance in the amount specified in Item 17 of Schedule 1 for a continuous period including at least the Event Times and all Other Possession Times; and
 - (b) such other insurance(s) covering such risks and for such sums insured as the Manager may from time to time reasonably require.
- 17.2 The policy/ies must include as a named insured the Manager and its officers, agents, and contractors, a cross liability clause, and will be endorsed so that the underwriters waive their rights of recourse against the Manager and its officers, agents, and contractors.
- 17.3 The Hirer acknowledges it is an essential term of this Agreement that the Hirer complies with this clause 17 and the Manager will be entitled to prevent the Event occurring at the Venue until the Hirer has complied with this clause 17.
- 17.4 The Hirer will not do, nor permit any of the Associated Persons to do, anything which would in any way render unenforceable, or result in any material increase of the premium payable for, any insurance effected by the Manager or the Hirer.

18. INDEMNITY AND LIABILITY

- 18.1 Subject to clauses 18.2 and 18.3, the Hirer hereby agrees to indemnify, to keep indemnified, and save harmless the Manager its employees and agents from and against all claims, demands, actions, damages (including damage to any property or personal injury) costs, losses and expenses (including legal costs) of any nature whatsoever ("Claims") which may be incurred directly or indirectly by reason of or in relation to the use of the Venue by the Hirer, including without limitation Claims arising out of or in connection with any breach by the Hirer of this Agreement except to the extent that any Claim arises out of any act or omission or negligence of the Manager or any of their respective employees, agents or contractors.
- 18.2 The Hirer acknowledges and agrees that the Manager is not liable to it for any consequential or indirect loss, loss of profits, loss of business or any special or exemplary damages suffered or incurred by it in connection with this Agreement or the its actions or omissions in connection with it.
- 18.3 Except for any liability which cannot be excluded by

Law, if the Hirer requests the Manager to include a general admission standing area in the Venue, the Venue facilities for the Event or any Performance, the Manager will not be liable and the Hirer will keep the Manager, its employees, officers, agents, and contractors fully indemnified against all actions, demands, damages, costs, or losses suffered or brought by any person for any personal injury suffered or sustained and in any way relating to the provision of a General Admission Standing in the Venue.

19. The MANAGER'S RIGHTS IN OPERATING THE VENUE

- 19.1 The Manager reserves the exclusive right to grant to any other person, or to retain for itself, the right to:
- (a) sell Merchandise and programs in connection with the Event, including via its selected merchandiser;
 - (b) provide catering services at the Venue;
 - (c) provide ticketing agent for all event ticketing services
 - (d) provide the security and cleaning services at the Venue.
 - (e) provide rigging services to the main fly system; and
 - (f) provide the electrical contractor for all connections to the house reticulation system
- 19.2 The Hirer agrees that it will comply with any directions made by the Manager in exercising the rights reserved under clause 19.1, and that as a consequence of such rights:
- (a) the Hirer will provide to the Manager at no cost to the Manager two copies of the Hirer's proposed program or poster for the Event and the Manager may refuse to allow the sale of any programs or Merchandise which in the reasonable opinion of the Manager may be illegal, offensive, or likely to damage the reputation of the Manager;
 - (b) the Hirer will not be permitted to sell or arrange for the sale of any programs at the Venue other than through the Manager or it's nominated merchandiser;
 - (c) the Manager will be entitled to retain out of the proceeds of the sale of the programs and Merchandise the percentage of those proceeds set out in Item 19 of Schedule 1 (to the extent applicable), together with an amount necessary to meet all costs associated with the sale of the programs and Merchandise. and
 - (d) without the prior written consent of the Manager no security organisations will be admitted to the Venue for the purpose of carrying out duties relating to the provision of security for any person including any artist/s or Associated Persons.

20. THE MANAGER'S FURTHER EVENT RIGHTS

- 20.1 the Manager reserves the right:
- (a) to have access to all areas of the Venue at all times for the purpose of carrying out its normal duties;
 - (b) without limiting clause 8.2(f), to determine acceptable sound limits for the Event;
 - (c) without limiting clause 9.3, to refuse admission to or

- to remove from the Venue at any time any Associated Person;
 - (d) to direct crowd control measures, safety and security systems and procedures;
 - (e) to suspend or control the Event if in the reasonable opinion of the Manager or the Manager's sub-contractors it is not being conducted in accordance with this Agreement;
 - (f) without limiting clause 4.2 to suspend or cancel any Performance or Event if in the opinion of the Manager it is reasonably necessary in order to avoid exposing any person to danger or harm, or if directed to vacate the Venue by the police, fire brigade or any other relevant authority;
 - (g) to make announcements through the medium of the Venue's sound system or closed circuit television system at the times that it deems appropriate during a Performance describing or advertising future events at the Venue or any other matter provided that the announcements do not unduly disrupt or interfere with the Performance;
 - (h) to disclose to "Pollstar" and /or "Billboard" (or similar concerns or businesses) and/or such other industry information media sources as the Manager may from time to time in its discretion select any information concerning the audience numbers and Gross Takings of the Event.
- 20.2 The Hirer agrees that it will promptly comply with any directions given by the Manager or the Manager in exercising any rights under clause 20.1.

21. FILMING TRANSMISSION, TAPING OR RECORDING

- 21.1 If the Event or a Performance is to be filmed, transmitted, taped or recorded the Hirer will provide the Manager with details of the plans for a Transmission or Recording, including any technical, lighting and sound requirements necessary for the Transmission or Recording and any other details which the Manager may require.
- 21.2 The Hirer will:
- (a) provide the Manager with a complete and high quality copy of any film or audio or video resulting from the Transmission or Recording at no cost to the Manager (which film, audio or video the Manager undertakes not to use for commercial purposes), in the format stipulated by the Manager where possible;
 - (b) ensure that any live or delayed television or radio broadcast, or film or audio or video tape resulting from the Transmission and Recording includes recognition in the credits, in a manner satisfactory to the Manager, of the assistance of the Manager and the fact that the Performance which is the subject of the Recording was staged at the Venue; and
 - (c) pay to or reimburse to the Manager all costs of any nature reasonably incurred by the Manager as a result of the Transmission or the Recording.
- 21.3 If the location of cameras, sound equipment, lighting equipment, or other items of equipment, materials or things associated with the Transmission or the Recording result in the Manager withholding

from sale any Tickets for any Performance, the Hirer will pay to the Manager an amount equal to the amount by which the Hiring Fee would be increased if the Tickets withheld from sale were deemed to represent sales of Tickets at the top price for Tickets.

- 21.4 The Hirer agrees that if the view of any person attending the Event would be restricted by the location of any equipment, materials or things associated with a Transmission or Recording, that person may be offered at the Manager's discretion and the Hirer's cost the choice of another seat of equivalent Ticket value, a refund of the Gross Ticket Price of his/her Ticket, or a Ticket to another Performance or some other presentation to be held at the Venue.
- 21.5 All persons involved in making a Transmission or Recording will be regarded as Associated Persons.
- 21.6 the Manager has the right to take and retain such still photographs of the Event as it may require for archival and promotional purposes.

22. FORCE MAJEURE

- 22.1 The obligations of a party, other than any obligation to pay money, will be suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by a Force Majeure Event.
- 22.2 A party affected by a Force Majeure Event will:
- (a) as soon as possible after being affected give notice to the other party, in writing where possible, giving full particulars of the Force Majeure Event and the manner in which its performance is thereby prevented or delayed; and
 - (b) promptly and diligently take appropriate action to enable it to perform the obligations prevented or delayed by the Force Majeure Event except that the party is not obliged to settle a strike, lockout or other labour difficulty.
- 22.3 The affected party will use reasonable endeavours to remove or mitigate any Force Majeure Event at the earliest possible time.

23. NOTICES

- 23.1 A notice or other communication required to be given by one party to the other in writing will be delivered to the address for service specified in Schedule 1 and will be:
- (a) either delivered personally; or
 - (b) for an address in Australia, sent by prepaid post; or
 - (c) for an address outside Australia, sent by prepaid airmail; or
 - (d) sent by facsimile or electronic mail transmission.
- 23.2 A notice or other communication is deemed given:
- (a) if personally delivered, upon delivery;
 - (b) if mailed to an address in Australia, three days after the notice is sent;
 - (c) if mailed to an address outside Australia, by airmail, seven days after the notice is sent; and
 - (d) if sent by facsimile or electronic mail, at the time and

date of sending recorded by the sender's information system provided that a failure or error message is not received by the sender in relation to that notice.

23.3 A party may change its address for service by giving written notice of that change to the other party.

24. SEVERANCE

If any provision of this Agreement, including any part of a clause, or paragraph, or sentence, will be invalid and unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with their terms.

25. GOVERNING LAW

25.1 This Agreement is governed by the laws of the State of Victoria.

25.2 The parties submit themselves to the jurisdiction of the Courts of Victoria for all proceedings in relation to or arising from this Agreement.

26. WAIVER

26.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

26.2 The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

27. VARIATION

Any variation of a provision of this Agreement will be ineffective unless it is in writing and signed by the parties.

28. ENTIRE AGREEMENT, IMPLIED TERMS AND CONDITIONS EXCLUDED

28.1 This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and no warranties, representations, guarantees or other terms or conditions of whatever nature not set out in this Agreement will be of any force or effect.

28.2 The parties agree and acknowledge that:

- (a) unless this Agreement expressly provides otherwise, to the fullest extent permissible by Law all warranties, guarantees, conditions or other terms implied by Law are excluded; and
- (b) for the purposes of this clause the Hirer had a reasonable opportunity to review this Agreement, discuss it with the Manager, and receive advice from the Hirer's legal advisor, if it wished to do so.

29. ASSIGNMENT

The Hirer will not assign, alienate, dispose of or encumber in any way its interest in all or part of the subject matter of this Agreement or any right under this Agreement.

30. DISPUTE RESOLUTION

30.1 If any dispute or difference arises between the Parties in respect of any matter concerning this Agreement the Manager and the Hirer will act in good faith and use their best endeavours to resolve the dispute or difference.

30.2 If the Manager and the Hirer cannot resolve the matter within 5 Business Days, either Party may give written notice of its intention to refer the dispute or difference to mediation.

30.3 If a request to mediate is made then the Parties will endeavour to agree on a mediator and will submit the matter and dispute to the mediator. All discussions and the mediation will be without prejudice and will not be referred to in any later proceedings. The Parties will bear their own costs in the mediation and will each pay half of the costs of the mediator.

Pending resolution of any dispute the Parties will continue to perform their obligations under this Agreement without prejudice to their respective rights and remedies.

30.4 Nothing in this clause 30 precludes any party from taking immediate steps to seek urgent interlocutory relief, declaratory judgment, or specific performance before a court of Victoria.

31. GST

31.1 In this clause 31, a word or expression defined in the GST Act which is not otherwise defined in this Agreement has the meaning given to it in that Act.

31.2 All consideration provided under this Agreement is exclusive of GST unless it is specifically expressed to be GST inclusive. If a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with this Agreement in respect of which GST is payable, the Recipient must pay the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for the taxable supply was specified to include GST). The additional amount must be paid by the Recipient by the later of:

- (a) the date when any consideration for the taxable supply is first paid or provided; and
- (b) the date when the Supplier issues a tax invoice to the Recipient.

31.3 If an adjustment event varies the amount of GST payable by a Supplier under this Agreement, the Supplier must adjust the amount payable by the Recipient to take account of the adjustment event. Any resulting payment must be paid by the Supplier to the Recipient, or the Recipient to the Supplier (as appropriate) within 10 business days of the Supplier becoming aware of the adjustment event. Any payment under this clause is to be treated as an increase or decrease of the additional amount payable under clause 31.2.

31.4 Subject to an express provision in this agreement to the contrary, any payment, reimbursement or indemnity required to be made to a party (the **Payee**)

under this Agreement which is calculated by reference to an amount paid or payable by the Payee to a third party (**Outgoing**) will be calculated by reference to that Outgoing inclusive of GST, less the amount of any input tax credit which the Payee is entitled to claim on that Outgoing.

31.5 If part of a supply is a separate supply under GST law, that part is a separate supply for the purpose of this clause.

31.6 Where the Supplier, Recipient or Payee in this clause 31 is a member of a GST group, a reference to the Supplier, Recipient or Payee includes the representative member of the GST group.

31.7 This clause 31 will survive the termination of this Agreement by any party.

32. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement will be construed as implying that the relationship between the parties is that of trust, partners, joint venturers, or employer and employee.

33. CONFIDENTIALITY

33.1 Each party must:

- (a) keep the other party's Confidential Information confidential;
- (b) not disclose the other party's Confidential Information to any person other than in accordance with clause 33.2;
- (c) not use or reproduce any Confidential Information of the other party for any purpose other than the purposes of this Agreement; and
- (d) immediately notify the other party of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

33.2 Each party may disclose the other party's Confidential Information:

- (a) to its officers, employees, contractors and agents who need the information for the purposes of this Agreement;
- (b) as required or authorised by any law, binding directive of a regulator or a court order;
- (c) to obtain professional advice in relation to matters arising under or in connection with this Agreement; or
- (d) with the prior written consent of the other party.

33.3 Clause 33.1 does not apply to a party's Confidential Information:

- (a) which is in or becomes part of the public domain otherwise than through breach of this Agreement or an obligation owed to the party;
- (b) which the other party can prove by contemporaneous written documentation was known to it at the time of disclosure by the disclosing party or its representatives (unless such knowledge arose from disclosure in breach of an obligation of confidence); or
- (c) which the other party acquires from a source other than the disclosing party (or one of their representatives) where such source is entitled to disclose it.

34. DEFINITIONS

In this Agreement, unless the context requires otherwise, the following words and expressions have the following meanings:

"Access Pass" means a pass issued by the Hirer with the approval of the Manager to enable persons to access the non-public areas of the Venue during the Event.

"Additional Fees" means the fees set out in Item 11 of Schedule 1.

"Agreement" means this agreement between the Hirer and the Manager and includes all Schedules, Annexures and any other document attached to this Agreement.

"Approval" means any permit, licence, consent, grant, certificate, sealing or other approval obtained or required to be obtained from a Government Agency or any other person in relation to this Agreement, the Event or the Venue.

"Approved Sale Seats" means seats in the auditorium at the locations agreed between the Manager and the Hirer, the Tickets for which will be sold by the Manager under clause 11.13.

"Associated Persons" means the employees, agents and guests of the Hirer, and any other persons in any way engaged by or associated with the Hirer, other than the Manager and employees or agents of the Manager.

"Booking Fee" means the fee per Ticket specified in Item 12 of Schedule 1 which is charged to the Hirer by the Manager for each sale or deemed sale of a Ticket and included in the face value of a Ticket.

"Bump In" means that period in which the Hirer requires the use of the Venue for setting up and rehearsing the Event, commencing at the time and on the date specified in Item 7 of Schedule 1 or when the Manager in its sole discretion is satisfied that all goods, chattels and equipment of the Hirer have been removed from the Venue.

"Bump Out" means the period in which the Hirer requires the use of the Venue to dismantle the Event and remove the Hirer's goods and chattels from the Venue, commencing immediately after the final Performance of the Event and terminating on the date and time specified in Item 7 of Schedule 1 or when the Manager in its sole discretion is satisfied that all goods, chattels and equipment of the Hirer have been removed from the Venue.

"Business Day" means a day other than a Saturday, Sunday or any other day which is a public holiday in Melbourne, Victoria.

"Confidential Information": the contents of this Agreement, all information of a confidential nature in any form whatsoever whether or not marked as confidential disclosed to the one party by or on behalf of the disclosing party including business, financial and/or technical affairs.

"Venue" means the venue described in Item 5(a) of Schedule 1 and the facilities for the purposes of

sports, recreation and entertainment at that venue and includes the portion or the whole of the Venue as the case requires and the Venue facilities.

“Venue facilities” means that part of the Venue, and the items, facilities and services (if any) described in Item 5(b) of Schedule 1.

“Complimentary Tickets” means the Tickets which the Hirer is entitled to issue without charge or Tickets issued by the Manager without charge.

“Event” means the performance or series of Performances set out in Item 2 of Schedule 1.

“Event Dates” means the days on which the Event is to be held as detailed in Item 3 of Schedule 1.

“Event Times” means the time on the Event Dates at which the Event is to be held as detailed in Item 4 of Schedule 1.

“Force Majeure Event” means a circumstance beyond the reasonable control of a party which occurs without the fault or negligence of the party affected, and includes inevitable accident, storm, flood, fire, earthquake, electrical power failure or general loss of electricity supply, explosion, peril of navigation, hostility, terrorism, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property, disease and/or virus of epidemic or pandemic proportions, or required use of the Venue for Civil Defence purposes.

“Government Agency” means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

“Gross Takings” means the total sale proceeds (inclusive of Booking Fees and Service Fees) of Tickets to the Event together with the proceeds from the sale of Approved Sale Seats and from any sale of House Seats.

“Gross Ticket Price” means the price at which a Ticket is sold to members of the public which includes the Booking Fee and Service Fee but not any Transaction Fee.

“GST” has the meaning given to that term in the GST Act.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999*.

“Hiring Fee” means the amount set out in Item 8 of Schedule 1.

“Hiring Information Deadline” means the date by which the Hirer is to provide relevant information relating to the Event to the Manager or the Manager under this Agreement, which unless otherwise specified in Item 18 of Schedule 1, will be the date 2 weeks before the date specified by the Hirer as the on-sale date for Tickets.

“House Seats” means those seats reserved for the use of the Manager as set out in Item 16 of Schedule 1. **“Insolvency Event”** means circumstances in any jurisdiction where the Hirer becomes bankrupt, is wound up, in receivership, has an administrator or manager appointed, enters into an arrangement with the Hirer’s creditors, is unable to pay its debts as they fall due from the Hirer’s own resources, or any other event analogous in nature to those listed above.

“Interval Time” means the interval times applying for each Performance which are detailed in Item 4 of Schedule 1.

“Law” means principles of law or equity established by decisions of courts within the Commonwealth of Australia; statutes, regulations, by-laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, State of Victoria, any local government or a Government Agency; the Constitution of the Commonwealth; binding requirements and mandatory approvals (including conditions) of the Commonwealth, the State of Victoria or a Government Agency which have the force of law; and guidelines of the Commonwealth, the State of Victoria or a Government Agency which have the force of law.

“Lock Up Time” means for each Performance the applicable time specified in Item 6 of Schedule 1 by which the Hirer and the Associated Persons have to vacate the Venue.

“Manager” means the person appointed by the Manager as Manager as set out in Schedule 1 or the person acting in that capacity with the approval of the Manager. **“Merchandise”** means all items and products relating to the Event but excluding food and beverages, which the Hirer wishes to have sold.

“Net Takings” means Gross Takings after deduction of GST, Booking Fees and Services Fees.

“Net Ticket Price” means the Gross Ticket Price less GST, the Booking Fee and the Service Fee.

“Notes for Hirers” means the notes issued to the Hirer by the Manager describing the requirements of the Manager and other matters relating to the hiring of the Venue.

“Other Possession Times” means the times agreed to by the Manager and listed in Item 7 of Schedule 1 or agreed to by the Manager at any other time, during which the Hirer is allowed to use the Venue facilities for bump in, bump out, rehearsals or other agreed purposes. **“Performance”** means each single performance or presentation forming part of the Event.

“Recording” means the filming or video or audio taping, or recording by any means whatsoever, of any Performance.

“Service Fee” means the fee per Ticket charged to the public which may be charged by the Manager’s Ticket sales agent and its outlets and which will be included in the face value of the Ticket.

“Security Deposit” means the amount referred to in Item 9 of Schedule 1, which the Hirer will pay to the Manager on or before the due date specified.

“**Stage**” means any stage, sports surface or similar performance space used in connection with the Venue facilities.

“**Tickets**” means tickets of admission to the Venue for the purpose of enabling members of the public to attend a Performance.

“**Transaction Fee**” means a fee charged to purchasers of Tickets by the Manager’s Ticket sales agent for each telephone or internet booking of Tickets.

“**Transmission**” means the direct radio, television, webcast or other electronic broadcasting or conveyance of the sound and/or pictorial images of a Performance.

35. INTERPRETATION

In the interpretation of this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to all the other genders;
- (c) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (d) a reference to a statute, regulation, or provision of a statute or regulation includes a reference to that statute, regulation or provision as amended or re-enacted from time to time;
- (e) a reference to writing includes a reference to printing, typing and other methods of producing words in a visible form;
- (f) headings are for ease of reference and do not affect the construction of this Agreement;
- (g) a reference to a clause or Schedule is to a clause, or Schedule of this Agreement;
- (h) all references to \$, dollar amounts and fees payable under this Agreement are references to Australian dollars unless otherwise stated;
- (i) time will be of the essence in any provision where a time or period is given, and all references to dates and times are to dates and times in Melbourne, Australia;
- (j) the benefits and burdens will be binding on the parties and their respective employees, duly authorised agents, executors, administrators, successors and assigns; and
- (k) where obligations bind more than one person those obligations will bind those persons jointly and severally; and
- (l) If there is any conflict between Schedule 1 and the remaining Schedules, Schedule 1 prevails.

36. COVID-19 COVIDSAFE CONDITIONS

1.1. Definitions

- 1.1.1. COVID-19 Directions means directions issued pursuant to section 200 of the Public Health and Wellbeing Act 2008 (Vic), or any other direction that the Victorian Government may enact that is related to the COVID-19 pandemic and associated safety measures.
- 1.1.2. COVID-19 Guidance means COVIDSafe & Wellbeing Guide and other documentation (online or otherwise) related to the COVID-19 pandemic and associated safety measures as may

be issued by the Department of Health and Human Services and other Victorian Government departments from time to time.

1.2. Compliance with COVID-19 Directions / Guidance

- 1.2.1. The Hirer must comply with all COVID-19 Directions and COVID-19 Guidance.
- 1.2.2. The Hirer must comply with all reasonable directions and requests made by the Venue Management to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to (including by attending the Venue Managements Safety Induction and complying with the Venue Management’s COVIDSafe & Wellbeing Guide).
- 1.2.3. The Hirer undertakes to ensure that its staff, employees, contractors, attendees and participants are aware of and comply with all COVID-19 Directions, COVID-19 Guidance, Venue Management’s COVIDSafe & Wellbeing Guide and reasonable directions and requests made by the Venue Staff to ensure that COVID-19 Directions and COVID-19 Guidance are adhered to.

1.3. Prior to Booking

- 1.3.1. The Hirer is required to submit a COVID Safe Plan for their booking, no less than 30 days prior to the date of the booking, for the approval by the Venue Management. The Venue Management has the right to cancel the booking without refund of Deposit, in the event that the Hirer does not submit a COVID Safe Plan or should the COVID Safe Plan not adhere to COVID-19 Directions and COVID-19 Guidelines.
- 1.3.2. The Venue Manager will
 - 1.3.2.1. Ensure the Venue is thoroughly cleaned and sanitised prior to “bump in” of the Hirer, in accordance with COVID-19 Directions and COVID-19 Guidelines;
 - 1.3.2.2. Ensure that all Venue amenities are cleaned and sanitised prior to the booking, and will not be made available for use by the general public; Conditions of Hire (June 2020)
 - 1.3.2.3. Notify the Hirer of any changes to COVID-19 Directions or COVID-19 Guidelines which may impact the booking. 1

1.4. Day of Booking

- 1.4.1. Booking Times, once confirmed, must be strictly followed to allow for cleaning and sanitation of the Venue.
- 1.4.2. The Hirer must
 - 1.4.2.1. Complete a mandatory Venue Management Venue Induction and COVID Safe briefing prior to the commencement of their Booking;
 - 1.4.2.2. Ensure all attendees, staff and participants who enter the Venue, sign into the site according to the COVIDSafe Plan
 - 1.4.2.3. Ensure the number of persons within the Venue does not exceed the Venue Patron Limit of the Venue at all times. Unless advised otherwise, the capacity limits exclude performers/presenters on stage (including orchestra performers) and backstage personnel (e.g. stage management). They are in workspaces

- separate to public spaces;
- 1.4.2.4. Ensure their attendees, staff and participants adhere to the Conditions of Hire, COVID-19 Directions, COVID-19 Guidelines and the Venues Safe Use of Venue COVIDSafe & Wellbeing Plan which includes, practicing social distancing, maintaining 1.5 meters between each person, and practicing good hygiene and hand-washing before, during and after the Booking;
 - 1.4.2.5. Ensure their attendees, staff and participants remain within the **Hired Space/Area** and do not enter adjoining spaces/areas, common areas and the gardens and grounds, unless for egress or when using the allocated bathrooms. A specific bathroom will be allocated for the booking;
 - 1.4.2.6. Ensure they have sufficient staff to ensure adequate cleaning throughout the booking;
 - 1.4.2.7. Clean high touch surface areas throughout the day with cleaning products provided by the Venue;
 - 1.4.2.8. Stay home when sick, and cease using the Venue immediately if unwell and inform the Venue Hire Team as soon as possible. This applies to the Hirers attendees, staff, contractors and participants;
 - 1.4.2.9. Under no circumstances, permit any member of the public not associated with the Booking to enter the Venue.
 - 1.4.2.10. Remove all personal items, materials and equipment from the Venue at the end of the Booking Time/Date to allow for the Venue to be cleaned and sanitised, unless the Booking is over a series of dates and prior written approval is sought from and provided by the Venue Hire Team.

The Venue Management reserves the right to cancel the booking in the event that the Hirer fails to comply with the above and will require the Hirer to pay the Venue Hire Fee in full.

- 1.4.3. Hirers and their attendees, staff and participants must bring their own water bottles or disposable cups. No water fountains or disposable cups will be made available within the Venue. Shared foods should be limited, to reduce the risk of spreading COVID-19.
- 1.4.4. The Hirer will permit the Venue Management or its associates to enter the Venue to conduct one or more random inspections of the Venue during the Booking to ensure the Hirer and other persons present are complying with COVID-19 Directions and COVID-19 Guidance. The Venue Management reserves the right to suspend the Booking immediately, If the Venue Management or its associates forms the view that the Hirer is not complying with COVID-19 Directions and COVID-19 Guidance.

- 1.4.5. The Venue Management has the right to exclude the Hirer or their attendee, staff, contractor and/or participant in the event they present with COVID-19 symptoms and request that they leave the Venue.
- 1.5. Post Booking
 - 1.5.1. No equipment or belongings of the Hirer are to be left or stored within the Venue, without the prior written approval of the Venue Hire Team.
 - 1.5.2. The Hirer must notify the Venue Management, as soon as reasonably practicable, in the event that the Hirer or an attendee, staff or participant who attended the Venue becomes infected with COVID-19 within 14 days of the Booking Date.
 - 1.5.3. The Hirer will be invoiced for any additional cleaning costs associated with a COVID19 outbreak which resulted from the Booking or in the event that a Hirer or their attendee, staff or participant who visited the Venue becomes infected with COVID-19 within 14 days of the Booking Date.
 - 1.5.4. Cancellation or Change of Date a. The Venue Management reserves the right to cancel or change the Booking Date/Times, in the event that –
 - 1.5.4.1. The booking does not comply with COVID-19 Directions and/or COVID-19 Guidance; or
 - 1.5.4.2. COVID-19 Directions and/or COVID-19 Guidance change prior to the Booking Date. Where the Booking cannot be rescheduled, the Hirer will be refunded the Deposit and Venue Hire fee paid.
 - 1.5.5. In the event that the booking is cancelled as a result of a COVID-19 outbreak within the Venue, or if the Venue Management and/or venues are required to be closed as a result of COVID-19 Directions and COVID-19 Guidance, the Hirer will be refunded the Deposit and Venue Hire Fee paid.
 - 1.5.6. The Hirer, indemnifies the Venue Management and Owners, against any losses or claims which results from a cancellation or change in date of a booking.

The Coronavirus COVID-19 has meant that we must take extra precautions to ensure the Venue stays safe and accessible. On signing this agreement, you agree to adhere to and follow the information found on the following website pages as in relation to the Our COVIDSafe & Wellbeing Plan; <https://alextheatre.org.au/covidsafe-and-wellbeing>

