



gold | convention and  
coast | exhibition centre

## **STANDARD CONDITIONS OF HIRE**

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## STANDARD CONDITIONS OF HIRE

**This document contains the standard conditions of hire that form part of the Event Contract.**

### **1 INTERPRETATION**

#### **1.1 Definitions**

In the Event Contract:

“**Bankruptcy Law**” means any law relating to bankruptcy, insolvency, voluntary general suspension of payments, reorganisation or other similar law of Australia or of the jurisdiction in which a person is domiciled, organised, registered or incorporated.

“**Base Fee**” has the meaning set out in clause 3.12.

“**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday in the Gold Coast, Queensland, Australia.

“**Client**” means the person hiring the Hired Space for the Event, as specified in the Event Details.

“**Core Operating Hours**” means 6:00am to 10:00pm.

“**Corporations Act**” means the *Corporations Act 2001* (Cth).

“**Estimated Room Fee**” means the estimated room fee based on food and beverage spend as set out in Schedule 1 to the Event Contract.

“**Estimated Total Fee**” means the estimate of the Total Fee set out in the Event Details, as updated as a result in a change to the Hired Space (under clause 3.3 and clause 3.4) or a change to the anticipated number of attendees (under clause 3.12).

“**Event**” means the event for which the Hired Space is to be used by the Client, as specified in the Event Details.

“**Event Contract**” means the contract between the Client and the Operator for the hire of the Hired Space for the Event (which may or may not include the provision of food and beverage at the Event) during the Hire Period for the Total Fee, which is structured in accordance with clause 2.1.

“**Event Details**” means the section headed “Event Details” which follows the cover page of the Event Contract.

“**Food and Beverage Fee**” means the fee payable by the Client to the Operator for the provision by the Operator of food and beverage for the Event calculated in accordance with clause 3.5. An estimate of the Food and Beverage Fee is set out in Schedule 1 of the Event Contract.

“**GCCEC**” means the building known as the Gold Coast Convention and Exhibition Centre located on the GCCEC Land.

“**GCCEC Land**” means Lot 10 on Survey Plan 156264, being land bordered by the Gold Coast Highway to the East, the extension of TE Peters Drive (to the Gold Coast Highway) to the South and Little Tallebudgera Creek to the West and North..

“**GST**” means GST within the meaning of the GST Act and includes penalties and interest in accordance with the GST Act.

“**GST Act**” means the A New Tax System (Goods and Services Tax) Act 1999 (as amended) and any regulations under that Act.

“**Hire Period**” means the period specified in the Event Details during which the Client will be given access to the GCCEC in accordance with the Event Contract, which period covers the period of the Event together with any required bump in and bump out period.

“**Hired Space**” means those rooms specified in the Event Contract, as defined in the Room Data Sheet, or any rooms that are substituted for those rooms under clause 3.3 and includes the use of all fixtures and fittings within those rooms.

A person is “**Insolvent**” if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller (as defined in the Corporations Act) appointed to its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Operator); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case with connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is a corporation which has been deregistered under the Corporations Act or which has been provided notice of its proposed deregistration; or
- (f) a distress, attachment or execution has been levied against, or becomes enforceable against, any property of that person; or
- (g) a petition for the making of a sequestration order against the estate of that person is presented (and is not stayed, withdrawn or dismissed within seven days) or that person presents a petition against himself or herself;
- (h) it presents a declaration of intention under section 54A of the Bankruptcy Act 1966;
- (i) it commences a voluntary case or a court enters an order or decree for relief against it in an involuntary case (or it consents to such an entry) under any Bankruptcy Law; or

- (j) it is taken to be, or must be presumed to be insolvent or unable to pay its debts under any law in any jurisdiction; or
- (k) something having a substantially similar effect to (a) to (j) happens in connection with that person under the law of any jurisdiction.

“**Law**” includes:

- (a) any law, statute, ordinance or code; and
- (b) permits, licences, consents, requirements, notices, orders, or directions given by or received from any government, semi or local government, statutory or other public authority or body having jurisdiction over the Operator, the GCCEC or the Client.

“**Merchandising Conditions**” means the version of the merchandising conditions referred to in the Event Details.

“**Operating Policies and Procedures**” means all policies and procedures relating to the GCCEC, details of which are marked as applicable to the Event in the Event Details, as amended from time to time by the Operator.

“**Operator**” means Jupiters Limited, manager of the GCCEC acting as agent for the Owner (unless otherwise specified).

“**Overdue Rate**” means the average bid rate (rounded up to the nearest two decimal places) for bills accepted by a bank having a tenor which closely approximates the interest period of each advance and published on the “BBSY” reference page of the Reuters Monitor System at or about 10.20am (Sydney time) on the date of drawing.

“**Owner**” means the owner of the GCCEC, being the State of Queensland,.

“**Representative**”, in relation to a party, means the employees, officers, servants, agents, invitees, licensees, customers, contractors and sub-contractors of that party and any person working under the direction or control of that party.

“**Resume**” means the document that the Operator sends to the Client containing details of the Event and which the Client signs to confirm details of the Event

“**Room Data Sheet**” means the document called the “Room Data Sheet” referred to in the Event Contract, which contains details of the Hired Spaces hired for the Event, including their specifications.

“**Room Fee**” means the fee payable by the Client to the Operator for the hire of the Hired Space for the Event being the Estimated Room Fee or such other fee as set in accordance with clause 3.4.

“**Standard Conditions of Hire**” means the version of these standard conditions of hire referred to in the Event Details.

“**Technical Integration Personnel**” means the person or people appointed by the Operator to perform technical integration activities where external production/audio visual personnel are involved in an Event.

**“Technical Integration Policy”** means the document that the operator sends to the Client containing an overview of the Technical Integration Personnel’s responsibilities whenever an Outside Production/Audiovisual Company is involved in an event at the GCCEC.

**“Timetable”** means the timetable for provision and receipt of notices and payment of fees set out in the section headed “Timetable” which follows the Event Details.

**“Total Fee”** means the fee, inclusive of GST, payable by the Client to the Operator for the hire of the Hired Space for the Event, including the Room Fee, the Food and Beverage Fee, the cost of any additional services (details of which will be provided to the Client in accordance with the Timetable or Event Contract and must be paid for by the Client in accordance with the Timetable or Event Contract) and any additional costs or charges payable under the Event Contract, including any Base Fee determined in accordance with clause 3.12. An estimate of the Total Fee is contained in the Event Details.

**“Uncontrollable Situation”**, also known as “Force Majeure”, means any circumstance beyond the control of the Operator, including strikes, labour disputes, accidents, governmental restrictions on or regulation of travel, commodities or supplies, acts of war, cyclones, fire, flood, explosion, storm, terrorism or acts of God.

## **1.2 Construction**

Unless expressed to the contrary in the Event Contract:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or will benefit from it;
- (f) a reference to:
  - (i) a person includes an individual, firm, partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) 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;
  - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (iv) a right includes a benefit, remedy, discretion or power;
  - (v) time is to local time on the Gold Coast, Australia;

- (vi) "\$" or "dollars" is a reference to Australian currency;
  - (vii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission and email;
  - (ix) this document includes all schedules and annexures to it;
  - (x) the Client in clause 9 and 11, and otherwise where the context reasonably permits, includes its employees, contractors, agents, representatives, customers or invitees; and
  - (xi) the Operator in clause 9 and 11, and otherwise where the context reasonably permits, includes its employees, contractors, agents, representatives, customers or invitees;
- (g) if the date on or by which any act must be done under the Event Contract is not a Business Day, the act must be done on or by the next Business Day[, except where the act must be done during the Hire Period and the Hire Period includes a day or days other than Business Days]; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

### **1.3 Examples**

Italicised examples used in these Standard Conditions of Hire are used for illustrative purposes only and do not vary or limit the effect of the Event Contract in any way.

### **1.4 Headings**

Headings are for convenience only and do not affect the interpretation of the Event Contract.

### **1.5 Parties**

The Operator is a party to the Event Contract in its personal capacity as well as agent for the Owner but only for the purposes of receiving the benefit of clauses 4.1(k), 9.2, 11 and 12.

## **2 HOW THE EVENT CONTRACT WORKS**

### **2.1 Structure of the Event Contract**

The Event Contract is structured as follows:

- (a) the Event Details;
- (b) the Timetable;
- (c) the Schedules;
- (d) these Standard Conditions of Hire;

- (e) the Operator's Policies and Procedures; and
- (f) the conditions and policies marked in the Event Details as applying to the Event Contract.

## **2.2 Standard Conditions of Hire**

These are the Standard Conditions of Hire that form part of the Event Contract for Events at the GCCEC. These Standards Conditions of Hire may be altered by the special conditions (if any), which are set out in schedule 3 of the Event Contract.

## **2.3 Precedence**

Unless expressly stated otherwise, the order of precedence between the documents comprising the Event Contract is as follows:

- (a) the Event Details;
- (b) Schedule 3 - Special Conditions for Event;
- (c) the Timetable;
- (d) the Schedules other than Schedule 3;
- (e) these Standard Conditions of Hire.

## **2.4 Varying the Event Contract**

Once the Event Contract has been signed by both the Operator and the Client, it can only be varied:

- (a) by the Client and the Operator if they both agree to the variation;
- (b) by the Operator, if it reasonably considers that the variation is required:
  - (i) to comply with the Law;
  - (ii) to comply with the requirements of the insurers for the GCCEC; or
  - (iii) for the efficient or safe operation of the Event or the GCCEC.

Any variation to the Event Contract will only take effect when the Operator confirms details of the variation in writing. The Client agrees to any variation required in accordance with clause 2.4(b).

# **3 HIRING FEES AND TIMETABLE**

## **3.1 Client must Pay Fees and Comply with the Timetable**

The Client must:

- (a) pay, without set off (including equitable set off) or counterclaim and without deduction the Total Fee, including:

- (i) the fees set out in the Event Details (including the Room Fee and the Food and Beverage Fee);
  - (ii) the fees for any additional services (including the fee for any audio visual equipment or services or the fee for the Technical Integration Personnel);
  - (iii) any additional fees payable under the Event Contract, *For example, additional fees will be payable if any part of the Event is outside of the Core Operating Hours or on a public holiday on the Gold Coast*; and
- (b) comply with the Timetable.

As the Total Fee payable for the Event will not be known until the conclusion of the Event *because, for example, additional rooms are hired during the course of the Event or additional charges are payable (see clause 3.2)*, a final account will be rendered to the Client in accordance with the Timetable and the Client must pay any amount outstanding within the time set out in the Timetable.

If the Client does not pay the Total Fee or comply with the Timetable, the Client will have breached the Event Contract. If the Client breaches the Event Contract this allows the Operator to take certain actions. *For example, the Operator could terminate the Event Contract and forfeit the deposits.* Further details of the actions that may be taken if the Client breaches the Event Contract are set out in clause 10 of these Standard Conditions of Hire.

If the Operator is unable to provide the Resume within the time agreed in the Event Contract other than as a result of a delay by the Client in providing information or assistance, then the date by which the Client must sign the Resume and pay the final deposit will be adjusted accordingly. If the failure to provide the Resume is a result of a delay by the Client, the final deposit must be paid in accordance with the Timetable.

### **3.2 Standard & Additional Charges**

The Client may be required to pay costs in addition to those contained in the Event Details. These costs are part of the Total Fee. Details of these additional costs may be contained in these Standard Conditions of Hire, or in other parts of the Event Contract. *For example, the Operating Policies and Procedures may require the Client to pay additional costs in certain circumstances.*

Some examples of the additional costs the Client will be required to pay to the Operator are:

- (a) a surcharge if the Event falls on a public holiday on the Gold Coast;
- (b) a surcharge if any part of the Event, including access required by the Client, is held outside the Core Operating Hours;
- (c) the costs of cleaning where the Client (or those for whom the Client is responsible) has left the GCCEC (including but not limited to public foyers and toilets) in an unacceptable state, such cases to be determined in accordance with clause 6.10;
- (d) the costs of providing security for the Event where circumstances created by the Client give rise to security requirements which are considered by the Operator to

be over and above the normal security provided for the GCCEC and included in the Total Fee;

- (e) the cost of insurance taken out by the Operator under clauses 4.2 or 9;
- (f) the costs of rectifying any damage to the GCCEC or property located in the GCCEC caused by the Client, its Representatives or those attending or involved in the Event;
- (g) a surcharge if the Client does not vacate the GCCEC by the end of the Hire Period (see clause 6.11);
- (h) fees for the provision of audio visual equipment and services or the provision of Technical Integration Personnel and in either case the cost of complying with and reversing any configuration requirements for the Event agreed under clause 6.5;
- (i) a surcharge for the use of electricity for equipment not provided by the Operator;
- (j) the amount of any government tax or levy due as a result of the Event;
- (k) any costs the Operator incurs which under the Event Contract are the responsibility of the Client; and
- (l) any cost incurred by the Operator, including claims by third parties, as a result of something the Client does or fails to do.

### **3.3 Change of Hired Space**

The Operator may allocate another part of the GCCEC to the Event in lieu of any part of the Hired Space. *For example, should the number of guests expected to attend the Event be reduced to a level where the Event could be accommodated in an alternative smaller space, then the alternative space may be allocated to the Client in lieu of the larger space.* The Client may release part of the Hired Space on written notice to the Operator. Any other change to the Hired Space (including additional Hired Spaces) requested by the Client will only be permitted with agreement of the Operator (in its absolute discretion).

### **3.4 Room Fee**

In cases where the Estimated Room Fee for the Hired Space has been waived or discounted due to proposed food and beverage spend, and the food and beverage spend reduces as a result of reduced attendance at the Event notified in accordance with clause 3.11, in addition to its rights under clause 3.3, the Operator reserves the right to charge, and the Client must pay, a Room Fee (or increased Room Fee). The Operator will notify the Client of the updated Estimated Room Fee if the Hired Space is changed in accordance with clause 3.11 or 3.3. The basis for the total Room Fee will be determined on a case by case basis, but will not exceed the standard room hire fee for the relevant room(s) (which may be set out in Schedule 1 to the Event Contract).

### **3.5 Food and Beverage Fee**

The Food and Beverage Fee will be calculated and charged using the greater of the number of people attending the Event or the number of people attending the Event as detailed in the Resume (as varied in accordance with clause 3.11) and will include any additional charge for reduced attendee numbers calculated in accordance with clause 3.12.

The Food and Beverage Fee will also include the fee for alternate menus (where applicable). The fee for alternate menus will apply where the Client requests that two menus are served at alternate place settings for a course (*For example alternating place settings between a fish meal and a beef meal*)(‘alternate menus’) and will be calculated using the alternate menu fee per person per course set out in Schedule 1 of the Event Contract multiplied for each course by the greater of the number of people attending the Event and the number of people attending the Event as detailed in the Resume (as varied in accordance with clause 3.11). *For example if an alternate menu will be available for 2 courses for 100 people and the alternate menu fee per person per course is \$3.50, the alternate menu fee is  $2 \times (3.5 \times 100)$ .*

### **3.6 Price Increases**

If there is:

- (a) a material increase in the price of food, beverages, labour, or
- (b) any increase in any tax or levy payable by the Operator

from the date the Event Contract is executed, the Operator may increase the Total Fee to an amount which, in the reasonable opinion of the Operator, covers the increase in cost to the Operator in performing its obligations under the Event Contract. The Operator will promptly advise the Client of any such increase.

### **3.7 Deposits are held as Security for Payment of Fees**

All monies paid by the Client to the Operator prior to the Event are held as a security deposit and may be forfeited to the Operator in accordance with clause 10. Deposits will be applied against the Total Fee when the final account for the Total Fee is sent to the Client.

### **3.8 Payment by Credit Card**

Payment by credit card attracts an administration fee not exceeding 5% of the amount charged to the credit card.

The Operator may seek pre-authorisation of a reasonable amount, having regard to the nature of the Event and the Total Fee outstanding, to cover payment of the Total Fee.

### **3.9 Guarantee**

If requested by the Operator, the Client must provide to the Operator any form of financial security the Operator reasonably requires to secure the Client’s performance of its obligations under the Event Contract. *For example, a bank guarantee may be requested or if the Client is a company, the directors could be requested to provide a personal guarantee.*

### **3.10 Interest**

Any money due but unpaid to the Operator under the Event Contract will accrue interest calculated daily and compounded monthly on the Overdue Rate plus 1.25% per annum.

### **3.11 Further Details**

The Client must provide reasonable notification of any material increase or decrease in the anticipated number of attendees and must provide guaranteed confirmation of the anticipated number of attendees in writing no later than 3 Business Days prior to commencement of the Event. If anticipated attendee numbers decrease within that 3 Business Days, there will be no reduction in the Total Fee. Anticipated attendee numbers may be increased until 5.00pm on the last Business Day before the day of the Event with the consent of the Operator. Any increase in attendee numbers is subject to the capacity of the Hired Space (unless additional or alternate space within GCCEC is available and the operator agrees (in its sole discretion) to hire that space as the Hired Space or to add that additional space to the Hired Space). An increase in attendee numbers may result in an increase in the Total Fee.

The Operator may request at any time, and the Client must provide to the Operator within 5 Business Days of a request being made, written details of:

- (a) the expected number of people attending the Event;
- (b) the likely number of exhibitors at the Event; and
- (c) any other information in relation to the Event that the Operator reasonably requires, including copies of any permits or consents required to conduct the Event.

### **3.12 Fee adjustments arising out of changes**

In addition to any other rights of the Operator under the Event Contract, changes to the Hired Space and attendee numbers will result in changes to the Total Fees determined in accordance with this clause 3.12.

If a room forming part of the Hired Space is released under clause 3.3, the Client must pay the Operator 100% of the Estimated Room Fee for the released room in consideration for the change to the Event Contract. This clause does not limit the Operator's rights under clause 3.4 in relation to any remaining rooms provided that in no case will the combined application of this clause and clause 3.4 result in an increase in the Estimated Total Fee for the Event where there is a reduction in the size of the Hired Space.

If the Client reduces the anticipated number of attendees in accordance with clause 3.11, the Client must pay 25% of the Food and Beverage Fee for each cancelled attendee, such amount to be included in the final calculation of the Food and Beverage Fee. For the purposes of this clause, the number of cancelled attendees will be the difference between the estimated number of attendees in the Event Details and the number of attendees for which the Client is charged in accordance with clause 3.5.

If the reduction in attendee numbers would result in the reduction of the Estimated Total Fee below 75% of the estimated Total Fee set out in the Event Details ("**Base Fee**"), the Estimated Total Fee will be the Base Fee and the Total Fee for the Event will be no less than the Base Fee.

## **4 RESPONSIBILITIES OF THE CLIENT DURING THE EVENT**

### **4.1 The Client is Responsible for the Conduct of the Event**

The Client must conduct the Event in accordance with the details in the signed Resume.

The Client is responsible for the safe and orderly conduct of the Event and the safe and proper use of the GCCEC by the Client, the Client's Representatives and those attending or involved in the Event.

The Client must, and must ensure that its Representatives and those attending or involved in the Event:

- (a) comply with all directions and requirements of the Operator in relation to the Event, although the Operator is not required to provide any direction or assistance in relation to the conduct of the Event;
- (b) only use the GCCEC for the purpose described in the Event Contract;
- (c) comply with the Law and all applicable industry standards in relation to the Event;
- (d) do not do, or permit anything to be done, that would cause the Operator, the Owner or their Representatives to be in breach of any Law;
- (e) obtain at the Client's own expense all permits, licences (including intellectual property licences) and consents required to conduct the Event;
- (f) maintain a high standard of quality and professionalism at all times in relation to the conduct of its obligations under the Event Contract;
- (g) pay all government taxes and levies due as a result of the Event by the due date for payment;
- (h) strictly observe and comply with the terms and conditions of the liquor licence relating to the GCCEC and the Liquor Act and all other legislation affecting the liquor licence;
- (i) strictly observe and comply with all requirements, orders and directions of the competent authority responsible for the administration of the Liquor Act and of its officers and inspectors;
- (j) do not do any act, or omit to do any act, which would lead to, or would be likely to lead to, the cancellation or suspension of any of the licences or the imposition of conditions which are unsatisfactory to the Owner or Operator or prejudicial to the interests of the Owner or Operator in relation to GCCEC; and
- (k) do not act, or permit someone else to act, in a dangerous, noxious, noisome, offensive, illegal, immoral, noisy or objectionable manner, or in a manner likely to be detrimental to the operation, prestige, reputation, image or goodwill of the GCCEC, the Operator (both as agent and in its personal capacity) or the Owner.

## **4.2 The Client is required to comply with Operating Policies and Procedures**

The Client must comply with, and must ensure that its Representatives and any other persons attending or involved in the Event comply with, the Operating Policies and Procedures. *These procedures deal with such things as security of the GCCEC, use of keys to the GCCEC, audio visual equipment use, security, workplace health and safety and use of the GCCEC logo.*

If the Operator reasonably considers that the activities to be carried on at the Event will require procedures to be implemented that are in addition to those contained in the Operating Policies and Procedures (*because, for example, the Event will involve the use of hazardous chemicals or other dangerous materials or will host dangerous or hazardous productions like fireworks or trapeze performances*), the Operator may require the Client to provide the Operator, at the same time the Client provides the signed Resume to the Operator, an appropriate additional policy and procedure document to deal specifically with those activities. If required by the Operator, this policy must first be risk assessed by a person nominated by the Operator (at the Client's cost) and the Client must take out insurance covering any risks identified for an amount and with insurers acceptable to the Operator. The provisions of clause 9 apply to this insurance.

## **4.3 The Client is Responsible for its Representatives**

The Client is responsible for anything the Client's Representatives or those attending or involved in the Event do or fail to do. *For example, if the Event Contract says that the Client is required to perform an action, then the Client must ensure that its Representatives perform that action.*

The Client is responsible for ensuring that the Client's Representatives and those attending or involved in the Event are properly supervised at all times whilst present at the GCCEC or on the GCCEC Land.

## **4.4 Special Requirements for the Client's Contractors**

The Client must not engage any contractor to carry out work within the GCCEC without the prior written consent of the Operator.

The Client must ensure that its contractors:

- (a) comply with the Operating Policies and Procedures; and
- (b) sign and comply with the Contractors Policy which forms part of the Operating Policies and Procedures.

A copy of the signed Contractors Policy from each contractor the Client wishes to use in relation to an Event must be provided to the Operator. The Operator has the right to refuse entry to the GCCEC to any contractor who has not signed or complied with the Contractors Policy.

# **5 RESPONSIBILITIES OF THE OPERATOR DURING THE EVENT**

## **5.1 Security**

The Operator will provide all security for the Event at the Client's cost. The Client may only provide security for the Event if the Client has the prior written consent of the

Operator. The Operator will usually only provide its consent on the basis that the security staff are hired through the GCCEC.

## **5.2 Food and Beverage**

The Operator is the only person entitled to provide catering for the Event at the GCCEC.

The Client may only provide or sell, or arrange for another party to provide or sell, food or beverage at the GCCEC with the prior written consent of the Operator.

## **6 THE CLIENT'S ACCESS TO AND USE OF THE GCCEC**

### **6.1 Access During the Hire Period**

The Client may use the Hired Space for the Event during the Hire Period. The Operator may also allow the Client access to other parts of the GCCEC during the Hire Period if the Operator considers that such access is reasonably required to hold the Event. The Client is not entitled to use any other part of the GCCEC or the GCCEC Land. The area surrounding the GCCEC and adjacent parklands are only available for use by the Client if the Client has the prior written consent of the Operator.

Access is available to the Client during the Core Operating Hours during the Hire Period unless otherwise arranged with and agreed to by the Operator. Additional fees will apply for access outside these hours.

### **6.2 Sharing of Certain Facilities**

The Operator may notify the Client that certain services or facilities within the GCCEC must be shared with other parties. *For example, the Operator may notify the Client that certain entrance ways, hallways, toilets or bars are to be shared with other hirers of the GCCEC.* The Operator may impose specific requirements in relation to the use or sharing of such services and facilities and the Client must, and must ensure that the Client's Representatives and those attending or involved in the Event, comply with any such requirements.

### **6.3 Storage and Deliveries**

The Client acknowledges that there are limited storage facilities at the GCCEC for the Event. The prior written consent of the Operator must be obtained to store property at the GCCEC for the Event.

Deliveries to the GCCEC are only permitted during the Hire Period and during the Core Operating Hours or such other period as may be agreed in writing by the Operator. All deliveries must comply with the Operating Policies and Procedures.

### **6.4 Audio Visual and Other Equipment – Up until 1<sup>st</sup> July 2012**

The Operator will provide or procure the provision of audio visual and other equipment for the Event in accordance with the Resume, unless otherwise agreed by the operator. The Client must pay the list price for this equipment and associated services (available from the Operator on request).

The Client must not engage any person to provide audio visual services for the Event unless that person has been approved in writing by the Operator. The Client is liable for

the cost of any third party provider appointed by them in accordance with this clause. The Client hereby indemnifies the Operator against all costs, losses, damages and expenses the Operator may incur as a result of any claim, allegation, debt or demand (howsoever arising) made or claimed by such third party against the Operator.

All audio visual and other equipment provided by the Client for the Event must comply with the Operating Policies and Procedures. Where the Client provides its own equipment (other than audio visual equipment that would otherwise be provided by the Operator) the Operator may charge a surcharge for the use of electricity for that equipment. *For example, a Client may incur an electricity surcharge if it provides a refrigeration system which it operates using electricity supplied by the Operator.*

The Client must advise the Operator in writing of any configuration requirements for the Hired Space relating to the audio visual equipment or other equipment which are over and above the normal configuration requirements of the Hired Space within 14 days of the commencement of the event. If the Operator agrees to comply with, or allow compliance with, those special configuration requirements, the Client must pay all costs associated with such compliance and with returning the configuration to meet the normal configuration requirements at the end of the Event.

The Operator may make announcements over any sound system or video system being used in the GCCEC at any time and for any reasonable purpose.

#### **6.4(a) Audio Visual – From 1<sup>st</sup> July 2012**

As of the 1<sup>st</sup> July 2012 all audio visual services must be supplied by the GCCEC.

##### **Audio Visual Requirements**

The client must advise GCCEC Management of their audiovisual requirements (if any) not less than 14 days before the start of the hiring period.

##### **Equipment**

As part of your contractual agreement with GCCEC it is a requirement that GCCEC Management and its representatives will supply all audio visual equipment for events held at the centre except under the following circumstances:

(a) GCCEC is unable to supply the specified equipment or equivalent; or

(b) The Event has been determined by the GCCEC to be a genuine touring show with its own audio visual equipment (a genuine touring show is one where equipment is transported in its entirety from one venue to another with no more than three days between shows). GCCEC will supply any audio visual equipment which is not touring and which is required for the event.

GCCEC will source equipment from an external third party in consultation with the client in the instance where it cannot supply audio visual equipment for whatever matter.

##### **Equipment Compatibility and condition**

In the instance where GCCEC does not supply the audio visual equipment the hirer must ensure any audio visual equipment not supplied by GCCEC is compatible with the Centre's audio visual systems in consultation with GCCEC Management.

Audio visual equipment not supplied by the Centre should be in sound, working condition and comply with applicable specifications and standards.

### **Audio visual technicians (External Contractors)**

A minimum of 1 audio visual technician should be employed by the client for each event held in the GCCEC's Halls and /or Arena (in any configuration). The final number of audio visual technicians will be determined in consultation with the GCCEC Management and will depend on the level of technical production required for the event.

To maintain the Centre's professional services and standards certain regulations and recommendations have been put in place relating to *external contractors*.

All external operators must be familiar with and qualified to use all equipment they are responsible for that is under their control. They must also be suitably attired and follow all centre house rules for example smoking, drinking, eating and display GCCEC security pass at all times.

### **Rigging and sound levels**

Rigging for the Centre for events will be performed or supervised by the Centre's licensed rigger. There are acceptable sound level limits within the building and any hirer must comply with reasonable direction made by GCCEC Management regarding sound on the Centre's property at any time.

### **Scale drawings**

The client is required to supply GCCEC Management with scale drawings of the event indicating AV layout within the hired space. These drawings must be approved by GCCEC Management who is entitled to make any necessary changes as required.

### **Service Fees**

To assist organisers to accurately budget for audio visual equipment and associated labour fees and avoid any potential misunderstandings, the centre highly suggests that a quote is always requested for the supply of this equipment. The Centre will not adjust costs if information has been supplied to the client without prior consultation with the centre.

All equipment must be sourced from the centre and we will always try to work to specific client budgets, but in no way are obliged to do so.

### **Emergency announcements**

GCCEC Management has the authority to make emergency announcements over any sound system and internal video monitor system at any time.

## **6.5 Technical Integration Policy**

For each Event the Operator will provide a Technical Integration Personnel (at the Client's cost). More than one person may be required to undertake the role of Technical Integration Personnel at any given time depending on the Hired Space (including the number of areas being used) and the complexity of the Event as determined by the Operator.

The Technical Integration Policy governs the use, set up and removal of audio visual equipment at the GCCEC. The Client must comply with the Technical Integration Policy and co-operate with the Technical Integration Personnel to enable them to perform their activities in accordance with the Technical Integration Policy. The Client is solely responsible for the costs of all Technical Integration Personnel at the then applicable hourly rate (available from the Operator on request).

The Operator may subcontract the provision of audiovisual equipment and services (including the provision of Technical Integration Personnel) under clauses 6.4 and 6.5. At the date of this Event Contract the Operator has engaged Staging Connections to provide these services. As of the 1<sup>st</sup> July 2012 all audio visual services must be supplied by the GCCEC.

## **6.6 Publicity**

The Client must seek the written consent of the Operator prior to:

- (a) distributing any posters, signs or advertising;
- (b) making any broadcast, film or photograph;
- (c) reproducing (photographically, electronically or digitally) anything; or
- (d) distributing any other written, printed or spoken material

that makes reference to or shows the GCCEC, other than inside the GCCEC.

The Client must not use the GCCEC name and logo without the prior written consent of the Operator. The Client must comply with the Operating Policies and Procedures which contain guidelines on the use of the GCCEC name and logo.

## **6.7 Emergency Services**

The Client must allow free access and not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency service or any authorised security officer while performing their duties.

## **6.8 Notification of Visiting Dignitaries**

- (a) The Client must notify the Operator in writing of the name and time of arrival of any person who requires security or other special attention or treatment at the GCCEC in accordance with the Timetable to ensure appropriate arrangements can be made.
- (b) The Operator will only:

- (i) allow the person to enter the GCCEC; and/or
- (ii) allow the Event to proceed,

if it determines that sufficient notice of the person's visit has been provided in accordance with paragraph (a).

- (c) All security or other special arrangements provided by the Operator will be at the Client's sole cost.

## **6.9 Care of the GCCEC**

The Client must obtain the written consent of the Operator prior to:

- (a) erecting decorations, exhibits and displays in the GCCEC or on the GCCEC Land;
- (b) removing, repositioning or replacing any fixture or fitting in the GCCEC or on the GCCEC Land;
- (c) attaching or suspending ladders or other devices to or from the GCCEC; or
- (d) driving nails, screws or other devices into or making holes in the GCCEC.

The Client must not make any other alterations or changes to the GCCEC.

If the Operator provides its consent to any of the works listed in subclauses (a) to (d) above, it is given on the condition that the cost of such works and making good the GCCEC at the conclusion of the Event must be paid for by the Client.

The Client must ensure that the construction of any rigging or staging is performed or supervised by a licensed rigger and that any building work is performed by a licensed builder.

## **6.10 Leaving the GCCEC in an Unacceptable State**

The Client must reimburse the Operator for the full cost of rectifying any damage caused to the GCCEC or anything in it by the Client, the Client's Representatives or any person attending or involved in the Event.

The reasonable cost of cleaning the Hired Space and other parts of the GCCEC to which the Client has access at the conclusion of the Event is included in the Total Fee. If the Client, its Representatives or people attending or involved in the Event leave these areas in an unacceptable state, such that additional cleaning is, in the opinion of the Operator, required, the Client will be required to pay to the Operator the costs of cleaning the area, together with any other losses the Operator suffers as a result. *For example, if the Operator is unable to re-use the space for 24 hours due to cleaning requirements, the Client will be required to pay a surcharge.*

## **6.11 Leaving the GCCEC**

The Client must remove everything brought into the GCCEC or onto to the GCCEC Land as a result of the Event before the Hire Period ends. If the Client does not:

- (a) the Client must pay to the Operator an amount equal to the standard Room Fee divided by the number of days in the Hire Period and multiplied by the number of days that the breach continues (a part day will be treated as a full day); and
- (b) the Operator may remove any thing left in the GCCEC or on the GCCEC Land and arrange for storage at the sole risk and cost of the Client and may charge the Client a fee for doing so.

## **7 THE OPERATOR'S AND OWNER'S ACCESS TO AND USE OF THE GCCEC**

The Operator, the Owner and their Representatives are entitled to unrestricted access to all parts of the GCCEC, including the Hired Space, at all times during the Hire Period.

The Operator may refuse admission to or remove from the GCCEC any person whose behaviour or dress is objectionable, improper or undesirable.

## **8 MERCHANDISING**

The Client must obtain the written consent of the Operator prior to selling any merchandising items related to the Event including programs, T-shirts, souvenirs, posters, novelty items, clothing apparel, cassettes, tapes, DVDs, CDs and records. As a condition of granting consent, the Operator may require the Client to agree to the Merchandising Conditions.

## **9 INSURANCE**

### **9.1 Required Insurances**

The Client is required to take out, at the Client's cost:

- (a) the insurance detailed in the Event Details; and
- (b) any other insurances required by law or which, in the Operator's reasonable opinion, a prudent event organiser would take out,

in each case with insurers, and on terms, acceptable to the Operator.

### **9.2 Details of policies**

All insurance policies must:

- (a) note the Owner and Operator (both as agent for the Owner and in its personal capacity) as an insured for vicarious liability;
- (b) contain cross indemnity and waiver of subrogation clauses; and
- (c) not contain any exclusion, endorsement or alteration unless it is first approved by the Operator.

The Client must provide a copy of the insurance policies to the Operator on request and in any event prior to the commencement of the Hire Period. The Operator has the right to request changes to the policy if the Operator reasonably considers the changes are required.

### **9.3 Operator may take out insurance on Client's behalf**

If the Client does not take out the necessary insurance, the Operator may take out suitable insurance on the Client's behalf. The Client will be responsible for the cost of any such insurance and the Operator may recover any costs it incurs by taking out such insurance as a debt payable by the Client on demand.

### **9.4 Obligations Relating to Cover**

The Client must not do anything that could:

- (a) cause any insurance cover to be reduced or cancelled;
- (b) permit an insurer to decline a claim;
- (c) increase any insurance premium payable in connection with the Event, the GCCEC, the GCCEC Land or property in them; or
- (d) affect any rights under any insurance policy.

### **9.5 Notifications Relating to Claims**

In relation to the insurances required under the Event Contract, the Client will promptly notify the Operator if:

- (a) an insurance policy required under clause 9.1 is cancelled;
- (b) an event occurs which gives rise or may give rise to an insurance claim;
- (c) an event occurs which could cause any insurance cover to be reduced or cancelled or which could permit an insurer to decline a claim; or
- (d) an insurance claim is refused either in part or in full.

### **9.6 Continued Liability**

The Client's liability to the Operator or Owner will not be limited because of any insurance policy. *For example, if the amount of the Client's insurance does not cover the loss suffered by the Operator, the Client will still be required to pay the full amount of the Operator's loss.*

## **10 RIGHTS ON BREACH OF EVENT CONTRACT AND CANCELLATION**

### **10.1 Cancellation of Event by Client**

The Client may cancel the Event at any time by written notice to the Operator. If the Client cancels the Event it must pay the cancellation fee in accordance with clause 10.2.

### **10.2 Cancellation Fee**

On cancellation of the Event by the Client, or on termination of the Event Contract by the Operator (other than under clause 10.6), after deposits have been paid and/or the Event Contract has been signed, any deposits paid by the Client will be forfeited to the Operator. If the deposits paid are less than the amount determined in accordance with the table below

(“**Base Cancellation Fee**”), the Client must pay the Operator the difference between the deposits paid and the Base Cancellation Fee.

<b>Notice provided</b>	<b>Base Cancellation Fee</b>
> 15 months	10% of Estimated Total Fee
≤15 months but > 12 months	25% of Estimated Total Fee
≤ 12 months but > 6 months	50% of Estimated Total Fee
≤6 months but > 3 Business Days	80% of Estimated Total Fee
≤ 3 Business Days	100% of Estimated Total Fee

Notice of cancellation or termination will be assessed from the date notice is given to the calendar day on which the Hire Period begins (even if the Hire Period begins after Core Operating Hours). *Note: This date may be earlier than the first day of the Event.*

The Client acknowledges that:

- (a) the Base Cancellation Fee represents a genuine pre-estimate of the anticipated loss to the Operator arising out of the cancellation of an event contract;
- (b) in circumstances where the Operator considers the genuine pre-estimate of its loss for a particular contract to exceed the Base Cancellation Fee it may require deposits in excess of the Base Cancellation Fee and the Client acknowledges that by entering into an Event Contract with higher deposits that it accepts that those higher deposits are a genuine pre-estimate of the Operator’s loss for cancellation of that Event Contract.

### **10.3 Failure to Comply with Event Contract**

If the Client fails to comply with the Event Contract, the Operator may, in addition to any other rights it may have:

- (a) do what the Client should have done at the risk of the Client and recover from the Client any expense the Operator incurs in doing so. The Client must pay to the Operator any such expense immediately on the Operator demanding payment from the Client; or
- (b) terminate the Event Contract by giving written notice to the Client.

If the Operator terminates the Event Contract under this clause 10.3, the Client will be liable to pay a cancellation fee in accordance with clause 10.2. Termination and payment of the cancellation fee is not the Operator’s sole remedy arising out of a breach of this Event Contract. The Client must also reimburse the Operator for any loss the Operator suffers as a consequence of the Client’s failure to comply with the Event Contract, including any economic and consequential loss discounted to take account of the cancellation fee paid under clause 10.2.

#### **10.4 Terminating the Event Contract in other Circumstances**

The Operator may also terminate the Event Contract by giving written notice to the Client if:

- (a) the Client becomes incapable of managing its affairs;
- (b) the Client is or states that it is Insolvent;
- (c) the Operator considers that the use or continued use of the Hired Space by the Client is likely to cause damage to the GCCEC, the GCCEC Land or to the property of another person, injury to any person or material damage to the prestige, reputation image or goodwill of the GCCEC, the Operator (whether as agent for the Owner or in its personal capacity) or the Owner, or is likely to breach the Law; or
- (d) in the opinion of the Operator, the nature of the Event, as represented by the Client, changes so that it becomes substantially similar to any event held or to be held at the GCCEC within 3 months before or after the Event.

If the Operator terminates the Event Contract under this clause 10.4, the Client will be liable to pay a cancellation fee in accordance with clause 10.2. Termination and payment of the cancellation fee is not the Operator's sole remedy arising out of a breach of this Event Contract. The Client must also reimburse the Operator for any loss the Operator suffers as a consequence of any of the situations referred to in this clause 10.4 arising, including any economic and consequential loss discounted to take account of the cancellation fee paid under clause 10.2.

#### **10.5 Failure to pay**

Without limiting any other rights of the Operator, if the Client does not pay any amount due under the Event Contract in accordance with its terms and still does not pay any outstanding amount within 10 Business Days of the Operator issuing a notice demanding payment of that outstanding amount, the Operator may engage a debt collection agency to recover the amount from the Client at the Client's cost. The Client hereby agrees that the debt collection agency's costs may be recovered by the agency from the Client at the same time as, and in addition to, any outstanding amounts due under the Event Contract.

#### **10.6 Termination for convenience**

The Operator may terminate the Event Contract at its sole discretion by giving the Client written notice at least 18 months prior to the first day of the Hire Period. If the Operator terminates the Event Contract under this clause 10.44, then all deposits paid by the Client are repayable to the Client by the Operator. The Operator will in no way be responsible for any loss suffered by the Client as a result of any such termination including any economic and consequential loss.

### **11 INDEMNITY AND RISK OF PARTIES**

#### **11.1 Indemnity**

The Client indemnifies the Operator (both as agent for the Owner and in its personal capacity) and the Owner against all loss, damage and liability suffered by the Operator (whether as agent for the Owner or in its personal capacity) or Owner (including economic

and consequential loss and whether incurred before or after termination or expiration of the Event Contract) in connection with or arising out of:

- (a) the Client failing to proceed with the Event;
- (b) the Client failing to comply with the Event Contract;
- (c) the Client's use of the Hired Space and other parts of the GCCEC and GCCEC Land;
- (d) claims by any person against the Owner or Operator (whether as agent for the Owner or in its personal capacity) or any of their Representatives, in respect of personal injury or death, or loss of or damage to any property, caused by the Client's use of the GCCEC,

other than loss arising as a result of:

- (e) the Operator breaching the Event Contract; or
- (f) the negligence of the Operator.

*For example, if the Operator, acting in accordance with the directions of the Client, does something and suffers loss as a result of this, the Operator will be entitled to recover that loss from the Client.*

## **11.2 Release**

The Client releases the Operator (both as agent for the Owner and in its personal capacity) and the Owner from all liability or loss, whether arising in contract, tort (including negligence) or otherwise, other than liability or loss caused by:

- (a) the Operator failing to comply with the Event Contract; or
- (b) the negligence of the Operator.

## **11.3 Risk**

All property brought into the GCCEC or onto the GCCEC Land at the request of the Client or for use during the Event is at the sole risk of the Client. The Operator is not responsible for any damage to or theft from the Event.

The Client's use of the Hired Space and the GCCEC is at the Client's sole risk.

## **12 UNCONTROLLABLE SITUATIONS (FORCE MAJEURE)**

If the Operator is unable to perform any obligation under the Event Contract due in any way to an Uncontrollable Situation, then the Operator may terminate the Event Contract and will refund to the Client all monies paid by the Client to the Operator. The Client will have no claim against the Operator (either as agent for the Owner or in its personal capacity) or Owner as a result of such termination.

## **13 NOTICES**

**13.1** A notice must be in writing.

**13.2** Notices must be given by being:

- (a) personally delivered;
- (b) emailed;
- (c) posted; or
- (d) faxed

to the address of the party set out in the Event Details, or to any replacement address notified by one party to the other party in writing.

**13.3** A notice:

- (a) sent by post will be treated as given three days after sending to the party's address;
- (b) sent by email will be treated as given upon receipt by the sender of a delivery confirmation report which records the time that the email was delivered; and
- (c) sent by facsimile will be treated as given when the sender's fax machine produces a successful transmission report.

## **14 GST**

### **14.1 Definitions**

Expressions used in this clause have the same meanings as when used in the GST Act.

### **14.2 GST Inclusive Price**

Except where the Event Contract specifies otherwise, all amounts payable by a party under the Event Contract are inclusive of GST calculated at the rate of 10%. If the GST rate is varied, the Operator may vary the amount payable in accordance with clause 3.6.

### **14.3 Reimbursement of Expenses**

If the Event Contract requires a party to pay for, reimburse or indemnify against any cost, expense or liability ("**reimbursable expense**") incurred by the other party ("**payee**"), the amount to be paid, reimbursed or indemnified is the amount of the reimbursable expense exclusive of any input tax credit to which the payee is entitled in respect of the reimbursable expense, plus the amount of GST payable in respect of the reimbursable expense.

### **14.4 Supplier to Provide Tax Invoice**

A party is not obliged to pay an amount for GST in respect of a taxable supply made to it, until it has been provided with a valid tax invoice for the supply. This requirement does not apply to the payment of the security deposits as set out in the Timetable. A tax invoice

for the security deposits will be issued when the deposits are applied against the Total Fee or are forfeited in accordance with clause 10.

## **15 PRIVACY**

For the purposes of this clause 15, “personal information” and “National Privacy Principles” have the same meaning as in the *Privacy Act 1988* (Cth) (“**Privacy Act**”).

The Client must:

- (a) comply with the Privacy Act in relation to the collection, use, storage and disclosure of personal information in connection with the Event;
- (b) comply with the National Privacy Principles to the extent that those principles apply to the Client’s activities regarding the Event;
- (c) comply with any guidelines or directions given by the Operator in relation to the handling of personal information; and
- (d) provide reasonable assistance to the Operator in relation to its compliance with the Privacy Act and the National Privacy Principles.

## **16 GENERAL**

### **16.1 Legal Costs**

Except as expressly stated otherwise in the Event Contract, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under the Event Contract.

### **16.2 Waiver and Exercise of Rights**

- (a) A single or partial exercise or waiver by a party of a right relating to the Event Contract does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **16.3 Rights Cumulative**

Except as expressly stated otherwise in the Event Contract, the rights of a party under the Event Contract are cumulative and are in addition to any other rights of that party.

### **16.4 Consents**

Except as expressly stated otherwise in the Event Contract, a party may conditionally or unconditionally give or withhold any consent to be given under the Event Contract and is not obliged to give its reasons for doing so.

## **16.5 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to the Event Contract and to perform its obligations under it.

## **16.6 Governing law and Jurisdiction**

- (a) The Event Contract is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## **16.7 Liability**

An obligation of two or more persons binds them separately and together.

## **16.8 Counterparts**

The Event Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

## **16.9 Entire Understanding**

- (a) The Event Contract contains the entire understanding between the parties as to the subject matter of the Event Contract.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the Event Contract are merged in and superseded by the Event Contract and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
  - (i) affects the meaning or interpretation of the Event Contract; or
  - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

## **16.10 Assignment**

The Client must not assign any right or obligation under the Event Contract without the prior written approval of the Operator.

## **16.11 Relationship of the Parties**

The Event Contract is not intended to create a partnership, joint venture or agency relationship between the parties.