

## 1 DEFINITIONS

The following definitions apply to Parts A and B of this Contract.

**Authorised Onsellers** - any person that BCEC Management has, in its absolute discretion, authorised on an event by event or other basis to sell tickets or value added services in packages that include tickets to Events at the Centre that have been approved by BCEC Management, whether such tickets are to be sold at a premium or discount to the ticket price.

**Authorised Resellers** - any person that BCEC Management has, in its absolute discretion, authorised on an event by event or other basis to sell tickets or value added services in packages that include tickets to Events at the Centre that have been approved by BCEC Management, where such tickets or packages have previously been sold to a third party that wishes to resell the tickets or packages, and whether such tickets are to be sold at a premium or discount to the ticket price, but subject to any relevant legislation governing the re-sale price of tickets.

**BCEC Management** – ASM Global (Convex) Pty Ltd acting as agent for the Owner of the Brisbane Convention & Exhibition Centre in relation to this Contract.

**Cancellation Notice** – Has the meaning given to it by clause 12.1.

**Centre** - The Brisbane Convention & Exhibition Centre and any associated facilities and equipment.

**Contract** – The BCEC event Contract includes Part A and Part B. These terms and conditions form Part B of the Contract.

**Delegates** - means all persons who attend at or enter on any part of the Centre for the Event, other than the Hirer's Representatives.

**Estimated Costs** - Any charges set out in an Event Order signed by Hirer (see clause 3) for any services provided by or to be provided by BCEC Management, and any expenses incurred or to be incurred by BCEC Management at the request of the Hirer.

**Event** – The event to be held at the Centre during the Hiring Period as detailed in Part A of the Contract.

**Event Facilities** – That part of the Centre that is being hired by the Hirer as detailed in Part A of the Contract.

**Event Fittings** - Includes the structures to be erected, the products displayed, equipment and any other thing intended to be used in the Centre by the Hirer.

**Event Order** – Has the meaning given to it by clause 3.1(c).

**Exhibition** – Any Event of the nature of an exhibition, using exhibition space in the Centre and having an Event Type classification in Part A of "Exhibition".

**Final Costs** means the costs incurred by BCEC Management at the request of the Hirer and other costs reasonably incurred by BCEC Management in running the Event.

**GST** - Has the same meaning as in the GST Law.

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

**Hiring Period** – The period in which the Hirer will use the Event Facilities as detailed in Part A of the Contract.

**Input Tax Credit** - Has the same meaning as in the GST Law.

**Owner** - The owner, for the time being, of the Centre, namely South Bank Corporation.

**Presale** - The release of Event tickets for sale to any purchaser, including through a closed marketing group or groups or fan clubs, for a predetermined period of time prior to the release of Event tickets for sale to the general public, as approved by BCEC Management.

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

**Taxable Supply** - Has the same meaning as in the GST Law.

**Tax Invoice** - Has the same meaning as in the GST Law.

**Ticketed Events** – Events that have an Event Type classification in Part A of "Ticketed Event".

## 2 HOW THIS CONTRACT WORKS

### 2.1 Terms and Conditions

This is BCEC Management's terms and conditions for events held at the Centre and forms Part B of the Contract.

### 2.2 How can this Contract be entered into?

Without limiting the ways in which BCEC Management and Hirer can enter into this Contract, if BCEC Management signs Part A of this Contract and gives a copy of Part A to Hirer in person, by post, by facsimile, or by email then Hirer enters into this Contract by signing Part A and sending it back to BCEC Management in person, by post, facsimile or email.

By signing Part A of the Contract, Hirer agrees to and will be bound by both Part A and Part B (Terms and Conditions) of the Contract upon acceptance in accordance with this clause. The Contract will be made at the time when BCEC Management receives Hirer's acceptance.

## 2.3 Can this Contract be changed?

Subject to the requirements of clause 2.4, BCEC Management can, but **only** if it wants to, change this Contract:

- (a) by agreeing to amend this Contract; or
- (b) by agreeing to special conditions that differ from this Contract.

## 2.4 How are changes made?

However, this Contract can **only** be changed in the following ways:

- (a) by agreement between BCEC Management and Hirer; or
- (b) at Hirer's written request to BCEC Management, by changing the way a requirement of this Contract works, either in a particular case or generally. BCEC Management can include conditions in such a case, and can reverse the changes if Hirer does not comply with the conditions.

Changes to this Contract will not take effect until BCEC Management accepts the changes, issues a signed schedule to this Contract which sets out details of the change, and gives a copy of the schedule to Hirer.

## 3 FINALISING EVENT DETAILS

### 3.1 Notices

Hirer and BCEC Management must give each other notice in accordance with the following timetable to finalise details of the Event. Any notice given under this clause 3.1 must comply with clause 18.

#### (a) 30 Business Days Before the Start of the Hiring Period

Hirer must supply BCEC Management with initial notice of all details of the Event, including:

- program and timetable for the Event
- staging, rigging and equipment required
- services required from BCEC Management

#### (b) 14 Business Days Before the Start of the Hiring Period

Hirer must supply BCEC Management with a confirmation notice for food and beverage and other service required.

#### (c) 10 Business Days Before the Start of the Hiring Period

BCEC Management will supply the Hirer with an Event Order setting out the details of the Event based on the initial notice, confirmation notice and any notices of

change accepted by BCEC Management, for final confirmation by Hirer.

#### (d) 7 Business Days Before the Start of the Hiring Period

Hirer will supply BCEC Management with the signed Event Order and approximate number of attendees requiring food or beverage.

#### (e) 5 Business Days Before the Start of the Hiring Period

Hirer will supply BCEC Management with the final number of attendees requiring food or beverage along with all attendee special dietary and allergen meal requests. BCEC has the right to decline any increase in numbers and special dietary and allergen meal requests after this date depending on the availability of resources.

#### (f) From time to time

Hirer can provide notices of change setting out details, in writing, of any proposed changes to an initial notice, confirmation notice, event order of final numbers notice. BCEC Management will not be taken to have accepted any Notice of Change unless it confirms the notice in writing.

#### (g) For Ticketed Events, 21 Days Before the Hirer wishes to start selling or distributing tickets

Details required for those tickets, including the exact starting time and approximate finishing time for each day of the Event and for each performance.

### 3.2 Effect of Event Order

Hirer will be bound by, and BCEC Management can rely on, an Event Order signed by Hirer.

### 3.3 Inconsistency

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

### 3.4 More details

BCEC Management can at any time ask Hirer to provide further written information about the expected number of visitors to, the likely number of exhibitors at, or other relevant information about, the Event. Hirer will provide the further information within a reasonable time after BCEC Management asks for it.

## 4 WHAT THE HIRER MUST PAY

### 4.1 Hiring Fees and Other Charges

The fees that are payable from the Hirer to BCEC Management are as follows:

#### (a) Hiring Fee Deposits

Deposits are payable in accordance with Part A of the Contract. All deposits paid are non-refundable unless clause 4.2(b) applies.

## **(b) Estimated Costs**

Estimated Costs are payable at least 3 working days prior to the commencement of the Hiring Period.

## **(c) Final Costs**

- (i) Final Costs will be calculated using the number of people actually attending the Event or the final numbers notified to BCEC Management in the Final Numbers Notice (see clause 3.1e), whichever is greater plus the costs and expenses of the services actually provided to the Hirer in relation to the event.
- (ii) The Final Costs payable will be reduced by the amount of Estimated Costs actually paid in accordance with clause 4.1(b) and will be payable no later than 14 days after a final statement is issued (refer clause 4.3 and 4.4).

## **(d) Administration Fee**

An administration fee for credit card payments, which is calculated as the amount equivalent to the cost to BCEC Management of processing the credit card transaction.

## **(e) Public Holiday Surcharge**

A public holiday surcharge will apply to all food and beverage (except public catering), audio visual and other labour related costs. No surcharge will apply to room rental.

## **(f) Contract Management**

The Hirer must pay all legal costs and consultant fees incurred by BCEC Management in respect of this Contract, including any cost incurred in connection with:

- (i) any request by the Hirer for a variation from the terms of this Contract and the preparation of any actual variation;
- (ii) any claim or action against the Hirer or in giving notices to the Hirer or enforcing any terms of this Contract;
- (iii) any breach by the Hirer of this Contract; and
- (iv) the performance or observance by the Hirer of any of the terms of this Contract;

## **4.2 Deposits and advance payments**

Clause 4.1 requires Hirer to pay deposits for the Hiring Fee and make an advance payment for Estimated Costs.

All Hiring Fee or Estimate Cost payments made by Hirer under this Contract will be held by BCEC Management as a security deposit and will be applied in the following way:

- (a) if Hirer defaults under this Contract or cancels their Event then all Hiring Fee and Estimated Cost payments made by Hirer will be retained by BCEC Management;
- (b) if BCEC Management defaults under this Contract by failing to provide the Event Facilities during the Hiring Period, then all Hiring Fee and Estimated Cost payments made by Hirer will be refunded to Hirer;
- (c) on completion of the Event, all Hiring Fee and Estimated Cost payments made by Hirer will be applied in accordance with the final statement given by BCEC Management to Hirer under clause 4.3;
- (d) otherwise, all Hiring Fee and Estimated Cost payments made by Hirer will be applied in the manner set out in this Contract.

## **4.3 Final statement and adjustment after the Event**

No more than 14 days after the end of the Hiring Period, BCEC Management will give Hirer a final statement showing:

- (a) any amounts owing by Hirer to BCEC Management under this Contract or otherwise;
- (b) all amounts paid by Hirer to BCEC Management under this Contract or otherwise;
- (c) any overpayment by Hirer to BCEC Management which is refundable to Hirer;
- (d) actual ticket sales from the Event (if applicable); and
- (e) any amounts deducted from ticket sale receipts by BCEC Management under clause 4.6.

## **4.4 Payment or refund after final statement**

No later than 14 days after BCEC Management gives the final statement to Hirer:

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

## **4.5 Statements are final**

No later than 7 days after BCEC Management gives a statement to Hirer requiring payment, Hirer must notify BCEC Management of any errors in, or objections to, the statement. If no notice is given by Hirer within that time, the statement will be final and conclusive.

## 4.6 Ticketed Events

BCEC Management will control all ticket sales for any Ticketed Event. BCEC Management will deal with receipts in the way set out in clauses 4.3 to 4.6.

BCEC Management can keep from any money it receives from ticket sales any amounts which are due owing to BCEC Management under this Contract from time to time.

## 5 INSURANCE, INDEMNITY & RELEASE

### 5.1 When is insurance required?

Insurance is required where the Hiring Period is more than 1 day.

If BCEC Management notifies Hirer in writing, insurance is also required where the Hiring Period is 1 day or less and the event is not a Ticketed Event. BCEC Management can give notice to Hirer of a requirement for insurance at any time before or during the Hiring Period.

### 5.2 What insurance is required?

If insurance is required under clause 5.1, Hirer must effect and maintain, with a reputable insurer and on terms acceptable to BCEC Management:

- (a) a policy of Public and Products Liability insurance which:
  - (i) insures against all risks of physical loss or damage to property of every kind and description owned by BCEC Management or Owner or for which they may be responsible, or of any third party, where the occurrence happens during the Hiring Period (or any other period in which BCEC Management agrees to grant the Hirer (or its Representatives) access to the Event Facilities, as permitted by clause 6.1);
  - (ii) insures against all risks of personal injury or property damage to any person at, in or upon the Event, the Event Facilities or the Centre, where the occurrence happens during the Hiring Period (or any other period in which BCEC Management agrees to grant the Hirer (or its Representatives) access to the Event Facilities, as permitted by clause 6.1);
  - (iii) is for a limit of liability, for Public Liability insurance, of \$20,000,000 for any one occurrence, and for Products Liability insurance, of \$20,000,000 in the aggregate;
- (b) a Workers' Compensation or equivalent policy of insurance which complies with all relevant statutory or other legal obligations.

### 5.3 Certificate of currency

If insurance is required under clause 5.1, Hirer must provide BCEC Management certificates of currency in respect of the insurance required by clause 5.2 to be effected by Hirer:

- (a) at least 21 days before the start of the Hiring Period; or
- (b) when BCEC Management asks for Hirer to do so,

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

### 5.4 No limitation on liability

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

### 5.5 Indemnity

Hirer indemnifies BCEC Management, Owner and their Representatives from and against any and all loss or damage whether direct or indirect (including loss of profits, damage to reputation and/or legal fees), arising out of:

- (a) any breach by the Hirer or the Hirer's Representative of the Hirer's obligations under this agreement;
- (b) Hirer failing to proceed with the Event or any part of it;
- (c) Hirer failing to comply with a request or direction made or given by BCEC Management under this Contract;
- (d) Hirer's (or its or Delegates') use of the Event or the Event Facilities and the Centre during the Hiring Period (or any other period in which BCEC Management agrees to grant the Hirer (or its Representatives or Delegates) access to the Event Facilities, as permitted by clause 6.1);
- (e) Claims by any person against BCEC Management, Owner or their Representatives in respect of personal injury or death, or loss of or damage to any property, caused by Hirer's use of the Event Facilities or the Centre;
- (f) any infringement or alleged infringement of intellectual property rights by the Hirer or a Hirer's Representative;
- (g) the information provided for the preparation of the Event Order not being true and correct in all respects; and
- (h) the Hirer failing to complete a contract with a third party;

unless such loss, damage or liability is caused by the negligence of BCEC Management, Owner or their Representatives, in which case Hirer's liability to indemnify BCEC Management and Owner will be reduced proportionately to the extent (if any) that the negligence of

BCEC Management, Owner or their Representatives has caused or contributed to the loss, damage or liability.

For the avoidance of doubt, Hirer's obligation to indemnify Owner is separate from and in addition to its obligation to indemnify BCEC Management.

## 5.6 Release

The Hirer uses and occupies the Centre and Event Facilities at the risk of the Hirer. The Hirer releases to the full extent permitted by law, BCEC Management, the Owner, and their respective Representatives from any and all liability resulting from:

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

## 6 WHAT ACCESS TO THE CENTRE WILL HIRER HAVE?

### 6.1 Use of Event Facilities in the Centre

Subject to this Contract, Hirer will have:

- (a) the use of the Event Facilities for the Event during the Hiring Period; and
- (b) access to the other parts of the Centre that BCEC Management, in its reasonable opinion, considers necessary in connection with the Event;

In its absolute discretion BCEC Management may (upon request by the Hirer) grant the Hirer or their Representatives, early or later access to the Event Facilities.

Hirer and its representatives must not enter or use any other parts of the Centre other than those reasonably required to obtain access to Event Facilities.

BCEC Management will not hire the Event Facilities to anyone else during the Hiring Period.

### 6.2 Use of other facilities in the Centre

BCEC Management can from time to time notify Hirer of schedules for the use and sharing of services and other facilities of the Centre, schedules for access to the Centre, and restrictions on use and access.

Hirer must comply with those schedules and restrictions.

### 6.3 BCEC Management has access to the Event Facilities

BCEC Management, Owner and their representatives will at all times have unrestricted access to all parts of the Centre, including the Event Facilities, for purposes including (but not

limited to) security, maintenance, cleaning, food and beverage and audio visual services.

## 6.4 Leaving the Centre

Hirer must vacate the Event Facilities and the Centre, and remove any thing brought into the Centre by Hirer or any of its representatives, **before** the Hiring Period ends. If it does not:

- (a) Hirer must pay to BCEC Management an amount equal to the Hiring Fee divided by the number of days or parts of days in the Hiring Period, multiplied by the number of days or parts of days that the failure continues; and
- (b) BCEC Management can remove any such thing from the Centre and arrange for its disposal and charge Hirer a reasonable fee for doing so.

## 6.5 Keys/Passes

Hirer must make sure that all keys and passes of any kind relating to the Event Facilities, the Centre or anything in them, which are given to Hirer by BCEC Management, are:

- (a) kept in the custody of Hirer or its representatives authorised by BCEC Management for that purpose;
- (b) not duplicated; and
- (c) returned to BCEC Management when Hirer vacates the Centre, or at the end of the Hiring Period, whichever is earlier.

## 7 CONDUCTING THE EVENT

### 7.1 What Hirer must do

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

- (a) comply with any relevant or applicable legal requirements, industry standards and the reasonable directions of BCEC Management;
- (b) not knowingly do or permit anything to be done that would cause BCEC Management or Owner to suffer any loss or damage, or to breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Event Facilities or the Centre;
- (c) obtain at its expense, and comply with, all permits, approvals, licences, consents and authorities required for the Event;
- (d) maintain a high standard of quality and professionalism, using best industry practice;
- (e) pay all governmental taxes and levies due in respect of, or as a result of, the Event by the due date for payment;

- (f) not erect anything in the Centre or make any alterations to the Centre without BCEC Management's prior written approval, which will not be unreasonably withheld;
- (g) not conduct any collections, whether for charity or otherwise, in the Centre without BCEC Management's prior written approval;
- (h) supply and pay for performances required for the proper presentation of the Event; and
- (i) use its reasonable endeavours to ensure that each performance of the Event starts and finishes at the times set out in the Event Order or as agreed with BCEC Management.

## 7.2 What BCEC Management can do

BCEC Management can:

- (a) ask Hirer to produce, whether before, during or after the Hiring Period, evidence that it has obtained all relevant or necessary permits, approvals, licences, consents and authorities for the Event;
- (b) make or give to Hirer any direction which, in the opinion of BCEC Management, is reasonable or necessary to ensure that Hirer and the Event complies with:
  - (i) this Contract;
  - (ii) any relevant or applicable legal requirements;
  - (iii) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
  - (iv) any permit, approval, licence, consent or authority which applies to, or is required for, the Event; and
  - (v) any applicable industry standards.

Hirer must comply with any request or direction given to it or made by BCEC Management under this clause.

## 7.3 Hirer's responsibilities

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

- (a) anything done in or to the Event Facilities or the Centre by the Hirer or its representatives. For example, if this Contract says that Hirer must not do a particular thing, Hirer must also ensure that none of its representatives does that thing. Hirer must also ensure that its representatives are continuously and properly supervised and under the direction and control of people approved by BCEC Management, such approval not to be unreasonably withheld. Hirer must also ensure that all staff employed by Hirer and Hirer's representatives meet the Centre's dress and presentation standards.

- (b) Anything constructed or brought into the Event Facilities or Centre for or in relation to the Event.

## 7.4 BCEC Management not responsible

The Event and Event Fittings are at the sole risk of Hirer. BCEC Management is not responsible for any damage to or theft from the Event or Event Fittings while in the Centre, except to the extent that such damage or theft was caused by BCEC Management's negligence.

## 7.5 BCEC Management can change Event Facilities

If, in the reasonable opinion of BCEC Management, the Event Facilities are inappropriate for the Event, BCEC Management can nominate other Event Facilities for the purposes of this Contract.

## 8 SECURITY SAFETY & CONTROL

### 8.1 Safety Directions

Hirer must:

- (a) comply with all requirements and directions of BCEC Management from time to time for security and crowd control in the Centre and emergency evacuation from the Centre;
- (b) not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency services or any authorised security officers in the exercise of their duties or powers in or near the Centre;
- (c) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as BCEC Management directs;
- (d) ensure that the public telephone, fire alarms and fire extinguishers in the Event Facilities are easily accessible;
- (e) not by any act or omission, damage the Event Facilities, the Centre or anything in them;
- (f) not do or bring into the Centre anything that, in the reasonable opinion of BCEC Management, is dangerous, flammable, volatile, explosive, toxic, disorderly, noisome, offensive, immoral, unlawful or inconsistent with the purpose for which this Contract was made or the purpose of the Centre; and
- (g) not bring into the Centre any insect, animal or bird.

### 8.2 Workplace Health & Safety Guidelines

Hirer acknowledges that they have read and understood the BCEC Event Safety & Design Guidelines available for download from our website at <https://www.bcec.com.au/media-library/>

Hirer must also ensure that its Representatives have read and understood the Workplace Health & Safety Guidelines. A hard copy of the guidelines is available on request.

### 8.3 Hirer responsible for safety

Hirer has sole responsibility for the safe conduct of the Event and the safe and proper use of the Event Facilities. BCEC Management is not required to, but may in its discretion, assist with security, crowd control or emergency control.

### 8.4 Workplace Health & Safety

Hirer must comply with and perform its obligations under the *Work Health and Safety Act* as an employer, person in control of a workplace or otherwise in respect of the Event and the Event Facilities for the Hiring Period.

Hirer indemnifies BCEC Management, Owner and their respective representatives from and against all liabilities which may be imposed under, or which may arise out of the enforcement of, the *Work Health and Safety Act* in respect of the Event or the Event Facilities.

### 8.5 Hirer's security

Hirer may hire security personnel for the internal control of the Event. Security personnel must be licensed and be of a high industry standard.

### 8.6 BCEC Management can refuse admission

BCEC Management and its representatives can refuse admission to, or cause to be removed from, the Event Facilities or the Centre, any person whose behaviour is objectionable, disorderly, improper or undesirable.

## 9 FOOD & BEVERAGE

Only BCEC Management and its representatives are entitled to (and Hirer will not) bring into or provide or sell in the Event Facilities or the Centre, food and beverages (whether alcoholic or not).

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

If no food and beverage services have been required in accordance with clause 3.1, then BCEC Management can, in its discretion, if Hirer asks it to do so in writing, provide public catering facilities at the Event.

## 10 AUDIO VISUAL REQUIREMENTS

### 10.1 Audio visual requirements

BCEC Management and its representatives are the only people entitled to supply audio visual equipment for the Event. Hirer must advise BCEC Management of its audio visual requirements for the Event (if any) not less than 14 days before the start of the Hiring Period.

### 10.2 Audio visual equipment

BCEC Management will supply the audio visual equipment required for the Event unless:

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

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

### 10.3 Compatibility of audio visual equipment

Hirer must ensure that any audio visual equipment used by Hirer that was not supplied by BCEC Management is compatible with the Centre's audio visual systems, is in sound working order and condition and complies with any applicable specifications and standards.

### 10.4 Audio visual technicians

Hirer must employ a minimum of 1 audio visual technician for each Event held in the Plaza Ballroom or Great Hall (in any configuration). However, the final number of audio visual technicians required for the Event will be determined by BCEC Management based on the level of technical production provided for the Event.

Hirer must also ensure that all audio visual technicians employed by Hirer and Hirer's representatives meet the Centre's dress and presentation standards.

### 10.5 Drawings

Hirer or its representatives must supply BCEC Management with scale drawings of the Event showing room layout and equipment locations. BCEC Management can make any changes to these drawings as may be reasonable or necessary. These drawings must be approved by BCEC Management prior to the Event.

### 10.6 Rigging

Hirer must ensure that any rigging within the Centre is performed or supervised by the Centre's licensed rigger.

### 10.7 Sound levels

Hirer must comply with any reasonable direction made by BCEC Management about the acceptable sound level limits in the Centre.

## 10.8 Emergency announcements not restricted

BCEC Management can make emergency announcements over any sound system and inhouse video monitor system in the Centre at any time.

## 11 PUBLICITY

Hirer must not display or distribute any posters, signs, advertising or other written or printed material in the Centre, other than inside the Event Facilities, without the prior written approval of BCEC Management.

## 12 CANCELLATION BY HIRER

### 12.1 Minimum notice periods for cancellation

The following table sets out the minimum periods of written notice which Hirer must give to BCEC Management if it wishes to cancel all or part of the Event or no longer requires all or part of the Event Facilities (a “**Cancellation Notice**”):

Event Facilities	Minimum Period of Notice Required
Great Hall Plaza Ballroom Plaza Terrace Room Sky Room Plaza Auditorium Concord Speakers Lounge Boulevard Auditorium Arbour Speakers Lounge	12 months before the start of the Hiring Period
Exhibition Halls, M1 – M4 P1 – P2 P6 – P11 S1 B1 – B3 Boulevard Room	6 months before the start of the Hiring Period
Plaza Gallery M5 – M9 M10 – Speakers Preparation P3 - P5 Merivales Terrace Merivales Boardrooms 1 & 2 A1 – A2 Arbour Boardroom Concord Boardroom	3 months before the start of the Hiring Period

### 12.2 Consequences of cancellation by Hirer

(a) If Hirer gives a cancellation notice to BCEC Management as required by clause 12.1, then any deposits or advance payments made by Hirer will be retained by BCEC Management.

(b) If Hirer does not give a cancellation notice to BCEC Management as required by clause 12.1, then Hirer must pay to BCEC Management, as liquidated damages, the Gross Hiring Fee applicable to all cancelled Event Facilities.

### 12.3 Cancellation within 3 days

If Hirer cancels all or part of the Event or notifies BCEC Management that it no longer requires all or part of the Event Facilities within 3 days before the start of the Hiring Period, then Hirer must also pay to BCEC Management as liquidated damages an amount equal to the Estimated Costs (calculated in accordance with clause 4.1) in respect of that part of the Event or Event Facilities cancelled or no longer required.

### 12.4 Rights of BCEC Management upon cancellation

For the purpose of clause 4.2(d), if liquidated damages are payable to BCEC Management under clauses 12.2 or 12.3, then BCEC Management can:

- (a) retain any deposit, advance payment or money paid to it by Hirer before cancellation; and
- (b) apply the money retained in reduction of the liquidated damages payable by Hirer.

This clause does not affect any other rights BCEC Management has under this Contract or otherwise.

## 13 DEFAULT AND ENDING THIS CONTRACT EARLY

### 13.1 BCEC Management can try to remedy defaults

If Hirer does not comply with a requirement of this Contract, BCEC Management can, in addition to any other rights it has:

- (a) give notice to Hirer requiring Hirer to rectify the default within a reasonable time; and/or
- (b) rectify the default at the expense and risk of Hirer and Hirer must pay to BCEC Management on demand any costs reasonably incurred by BCEC Management in so doing.

### 13.2 Ending this Contract

BCEC Management can end this Contract by giving notice to Hirer if:

- (a) any money payable by Hirer to BCEC Management is not paid when due;
- (b) Hirer does not comply with:
  - (i) a requirement of this Contract that, in the reasonable opinion of BCEC Management, is material;
  - (ii) a notice given to Hirer by BCEC Management under clause 13.1(a) requiring it to remedy a default;



- (iii) any relevant or applicable legal requirements;
- (iv) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
- (v) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
- (vi) any applicable industry standards; or
- (vii) any request or direction made or given by BCEC Management under this Contract.

- (c) Hirer dies or becomes bankrupt or legally incapable of managing its affairs;
- (d) Hirer is insolvent or enters into any compromise or arrangement with its creditors;
- (e) a provisional liquidator, liquidator or controller is appointed to Hirer;
- (f) Hirer does anything (directly or indirectly), or omits to do something, which results, or is likely to result, in BCEC Management or Owner suffering loss or damage;
- (g) BCEC Management reasonably considers that the use or continued use of the Event Facilities by Hirer is likely to:
  - (i) cause damage to the Event Facilities or the Centre;
  - (ii) cause damage to the property of any third party;
  - (iii) cause injury to any person;
  - (iv) cause material damage to the reputation or goodwill of the Centre, BCEC Management or Owner; or
  - (v) breach any relevant or applicable legal requirements; or
- (h) in the reasonable opinion of BCEC Management, the description of the Event substantially changes from that given by Hirer in this Contract without the prior written approval of BCEC Management.

### 13.3 Rights of BCEC Management

If BCEC Management ends this Contract under clause 13.2, then in addition to any other rights BCEC Management has:

- (a) for the purpose of clause 4.2(d), BCEC Management may retain any deposit, advance payment or money paid to it by Hirer; and
- (b) Hirer must pay any unpaid balance of the Hiring Fee and Estimated or Final Costs to BCEC Management.

### 13.4 Interest

Any money due but unpaid to BCEC Management under this Contract may be subject to interest calculated daily and

compounded monthly on the Commonwealth Bank Corporate Overdraft rate plus 2% per annum.

### 13.5 Debt recovery costs

The Hirer must fully reimburse BCEC Management for any and all costs reasonably incurred in connection with BCEC Management taking steps seeking to recover money due to it under this Contract.

## 14 REPRESENTATIONS AND EXCLUSIONS

### 14.1 No representations about suitability

Neither BCEC Management nor Owner warrants or represents that the Centre, its facilities or equipment will be adequate or fit for the purposes of Hirer or the Event. It is the responsibility of Hirer to determine the suitability of the Centre, its facilities and equipment. Hirer acknowledges and warrants that it has had the opportunity to inspect the Event Facilities and has either:

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

### 14.2 General Exclusion

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

## 15 GOODS AND SERVICES TAX

- (a) Unless expressly stated to the contrary, all amounts referred to in this Contract are exclusive of GST.
- (b) In addition to the consideration otherwise expressed in this Contract as payable in respect of a Taxable Supply made by BCEC Management under this Contract, Hirer must pay to BCEC Management the amount of GST which BCEC Management is obliged to pay in respect of that Taxable Supply under the GST Law.
- (c) Hirer must pay to BCEC Management the GST contemplated in clause 15(b) at the same time and in the same manner as Hirer is required to pay BCEC Management the consideration for the relevant Taxable Supply, or immediately upon demand after that time. However, Hirer's obligation to pay such GST will not arise until such time as BCEC Management has provided Hirer with a Tax Invoice in relation to the relevant Taxable Supply.
- (d) Any amount to be paid by Hirer to BCEC Management in connection with this Contract which is not consideration for a Taxable Supply made by BCEC Management will be

reduced by the amount of Input Tax Credits (if any) to which BCEC Management is entitled in respect of the amount for which reimbursement is being sought.

- (e) Hirer hereby indemnifies BCEC Management, and will keep BCEC Management indemnified, in respect of any and all damages or costs (including, but not limited to, interest and penalties) directly or indirectly arising from, or caused by, any failure by Hirer to pay any amount as and when required by this clause 15.

- (j) judgements, rulings, decisions or enforcement actions of any court or tribunal having jurisdiction;
- (k) breakdown of any facilities or machinery or unavailability of essential equipment, supplies or services;
- (l) cessation of or interruption to water or electricity supply;
- (m) any other cause or event not reasonably within the control of BCEC Management or Owner, which may affect in whole or in part the hiring and/or obligations and/or liabilities of either party to this agreement.

## 16 FORCE MAJEURE

### 16.1 What happens if there is an event of force majeure?

If there is an event of *force majeure*, then:

- (a) this Contract will not end, but BCEC Management and Hirer will be released from further performance of their obligations under this Contract from the time when the event of *force majeure* happens;
- (b) BCEC Management will be entitled to retain from any deposit, advance payment or other money paid by Hirer to BCEC Management the amount of any costs, charges or expenses actually incurred by BCEC Management before the event of *force majeure* happens, less any amount recovered by BCEC Management on account of successful insurance claims;
- (c) BCEC Management and Owner will not be liable to Hirer for any loss or damage, either direct or consequential, which may be suffered or incurred by Hirer.

### 16.2 What is an event of force majeure?

An event of *force majeure* includes, but is not limited to:

- (a) war (whether declared or undeclared), revolution, act of public enemies or acts of terrorism;
- (b) riot, blockade, insurrection or civil commotion;
- (c) strike, lockout, stoppage, ban or limitation on work, restraint of labour or other industrial dispute;
- (d) act of God;
- (e) epidemic or disease;
- (f) fire, flood, earthquake, storm or cyclone;
- (g) malicious damage, smoke or explosion;
- (h) sabotage, bomb threat or other threats of violence;
- (i) act or restraint of any governmental or semi-governmental or other public or statutory authority;

## 16.3 Exception for self induced events

However, any event which (but for this clause) would be an event of *force majeure*, which happens or is brought about (directly or indirectly) as a result of any act or omission of BCEC Management, Owner or Hirer will not be taken to be an event of *force majeure* for the purposes of clauses 16.1 or 16.2.

## 17 PRIVACY ACT COMPLIANCE

### 17.1 Privacy Act Definitions

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

### 17.2 Hirer Compliance with the Privacy Act

Hirer must:

- (a) comply with the Act in relation to the collection, use, storage and disclosure of personal information in connection with the Event, whether that personal information is collected by BCEC Management and given to the Hirer or is collected by or on behalf of the Hirer;
- (b) comply with the Australian Privacy Principles to the extent that those principles apply to the Hirer’s activities in relation to the Event;
- (c) comply with the Act and the Australian Privacy Principles in relation to the collection, use, storage and disclosure of personal information from third parties, where that personal information is provided by Hirer to BCEC Management;
- (d) comply with any other principles or guidelines, relating to the handling of personal information, notified in writing, from time to time, by BCEC Management to Hirer;
- (e) co-operate with any reasonable demands, inquiries or directions made by BCEC Management in relation to compliance with the Act and the Australian Privacy Principles;

- (f) provide reasonable assistance to BCEC Management in relation to its compliance with the Act and the Australian Privacy Principles; and
- (g) despite any other clause in this Contract, indemnify BCEC Management in respect of any loss, liability or expense suffered or incurred by BCEC Management arising out of or in connection with a breach of this clause by Hirer or any misuse or disclosure of Personal Information by the Hirer or its representatives.

## 18 NOTICES

### 18.1 Basic requirements for notices

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

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

### 18.2 How notices can be given under this Contract

Any notice or other communication referred to in this Contract can be given by:

- (a) being personally given to; or
- (b) being left at the business address of; or
- (c) being sent to the postal address of; or
- (d) being sent to the facsimile number of; or
- (e) being sent to the email address of,

the person to whom the notice or communication is addressed.

### 18.3 BCEC Management's address for notices

Any notice or other communication referred to in this Contract can be given to BCEC Management at the following addresses:

- (a) business address Cnr Glenelg and Merivale Streets  
South Bank, Brisbane Q 4101
- (b) postal address PO Box 3869  
South Brisbane Q 4101
- (c) email address As notified to Hirer by BCEC  
Management in writing.

### 18.4 Hirer's address for notices

Any notice or other communication referred to in this Contract can be given to Hirer at the addresses shown in the details table in this Contract.

### 18.5 Changing address for service

BCEC Management or Hirer can change their address for service by giving notice of the change to the other.

## 19 GENERAL

### 19.1 Confidentiality

Hirer must keep confidential any confidential information about the Centre, BCEC Management or Owner which is given to it by BCEC Management, Owner or their respective representatives before or after entry into this Contract unless:

- (a) BCEC Management approves the disclosure of the information in writing; or
- (b) the disclosure of the information is required or authorised by law.

### 19.2 Joint and several liability

If Hirer consists of more than one person, then their liability under this Contract will be a joint liability of all of them and the liability of each of them severally.

### 19.3 Severance

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

### 19.4 Assignment

Hirer must not assign any rights or obligations under this Contract.

### 19.5 Successors

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

### 19.6 Exercise of rights

A single or partial exercise or waiver by BCEC Management of any right it has under this Contract will not prevent any other exercise of that right, or the exercise of any other right, by BCEC Management.

### 19.7 Remedies are cumulative

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

## 19.8 Governing law and jurisdiction of courts

This Contract is governed by the law that applies in Queensland, Australia.

BCEC Management, Owner, Hirer and their representatives irrevocably submit to the non exclusive jurisdiction of the courts of Queensland and waive any objection they may have to the jurisdiction of those courts.

## 19.9 Warranty of authority

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

## THE FOLLOWING CLAUSES 20-27 APPLY TO TICKETED EVENTS ONLY

### 20 Hiring Fee

The Total Hiring Fee for Ticketed Events is calculated as the greater of;

- (a) Gross Hiring Fee as detailed in Part A; or
- (b) Ticket Commission as detailed in Part A

### 21 Hiring Fee Inclusions and Exclusions

The following is Included in the Hiring Fee:

- (a) Stage – 16.8m x 9.6m
- (b) Basic cleaning
- (c) First Aid Officer

The following are not included in the Hiring Fee and will be provided by BCEC Management at the expense of the Hirer

- (a) Security
- (b) Production staff
- (c) Utility staff
- (d) Ushers (using ratios determined by BCEC Management)

### 22 Ticketing Fees

BCEC Management will charge the Hirer ticketing fees in accordance with current Ticketek rates. A schedule of current ticketing fees is available from BCEC Management on request.

### 23 General Admission Events

BCEC Management will not accept general admission events in full stand up mode.

### 24 Statements after performances

No more than 72 hours after the end of each performance of the Event, BCEC Management must:

- (a) give Hirer a correct statement of the ticket sale receipts for that performance received by BCEC Management; and
- (b) at Hirer's written request, pay to Hirer the balance of the ticket sale receipts for that performance after BCEC Management deducts the amounts which are or will be due and owing to BCEC Management under this Contract from time to time.

## 25 Ticketing and Merchandising

### 25.1 BCEC Management as agent

BCEC Management will undertake and manage all ticketing operations, processes and sales (as part of its full venue services) for Ticketed Events.

### 25.2 Dealing with tickets

- (a) BCEC Management may sell and distribute the Event tickets in any way it sees fit (including by the appointment of ticketing service providers, sub-agents, Authorised Onsellers or Authorised Resellers on an event by event or longer term basis), and will consult the Hirer in relation to the manner of sale and distribution.
- (b) If approved by the Hirer, such approval not to be unreasonably withheld, BCEC Management may sell or authorise the sale of Event tickets with value added services, such as food and beverage, merchandise, car parking, travel and accommodation, hospitality, "money can't buy" Event experiences and ancillary services. Only the revenue applicable to the face value of the Event tickets sold shall be included in the ticket receipts for the purposes of any calculations under this Contract unless otherwise expressly noted.
- (c) Except as permitted by this Agreement, the Hirer must not permit or procure or otherwise allow any on-sale of Event tickets or any dealing with Event tickets which may be in breach of this Agreement, the conditions of sale of Event tickets or any applicable legislation in connection with the selling of Event tickets and the Hirer must not do anything which may promote or encourage such on-sale or suggest to any person that such on-sales are permitted under this Agreement or the conditions of sale or by BCEC Management.
- (d) Whether tickets are sold by BCEC Management or by another person under arrangements approved by BCEC Management, all Event tickets must be issued and processed through BCEC Management's (or its Ticketing service provider's) Ticketing services system.
- (e) The parties acknowledge that BCEC Management has authorised the Presales, Authorised Onsellers, Authorised Resellers, group bookings and other ticketing arrangements detailed in Part A, subject to any terms and conditions separately agreed between BCEC

Management and any Authorised Onsellers and Authorised Resellers.

- (f) The Hirer must work with BCEC Management in respect of the Event build to place allocations of the Event tickets for agreed Presales, Authorised Onsellers, Authorised Resellers, Group Bookings and other ticketing arrangements. The Event tickets must not be large blocks of the front of the price category at the expense of the quality of seats available to the general public.
- (g) **'Gross Box Office Proceeds'** means the Gross Box Office Receipts less the total of any fees or charges made in respect of the distribution of Tickets by the Box Office included in the Gross Box Office Receipts (including all Box Office fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees and any other similar fees) and less any goods and services tax (GST) attributable to Ticket sales.
- (h) **'Gross Box Office Receipts'** means gross receipts from the sale of Tickets for an Event including any price loading and other fees or charges in connection with the sale of Tickets by or on behalf of Authorised Onsellers or Authorised Resellers and any fees or charges made in respect of the distribution of Tickets by the Box Office (including all Box Office fees, booking fees, credit card fees, electronic funds transfer fees, telephone booking fees, electronic booking fees and any other similar fees) but excluding any amounts charged by the Licensor or its ticketing agent.

**25.3 Artwork and contents of tickets**

Hirer must submit artwork for tickets. The artwork must include any wording, exclusions or conditions reasonably required by BCEC Management.

BCEC Management has the right to reject or modify ticket artwork submitted by Hirer, but cannot do so unreasonably.

**25.4 Unsold tickets**

Hirer must pay BCEC Management the price of any unsold tickets that are not returned to BCEC Management at least 48 hours before the day of the Event or the performance in the Event to which they relate. Those tickets will be treated as having been sold.

**25.5 Ticket Refunds**

BCEC Management can in its reasonable discretion:

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

A refund may include any agency fees, service fees and telephone booking fees paid by the purchaser and Hirer must

pay to BCEC Management on demand the total cost to BCEC Management of any refund given.

**25.6 Complimentary Tickets**

Hirer can allocate up to 2% in number of the tickets for each performance or day of the Event as complimentary tickets.

**25.7 BCEC seats**

BCEC retains the sole rights to the following seats which do not in any way form part of the capacity of the Event Facilities hired to Hirer under this Contract. BCEC retains the right to use or sell these seats in its own discretion. BCEC shall be entitled to retain the whole proceeds from the sale of such tickets.

Room	Tickets Sold	BCEC Seats
Great Hall	n/a	32
Plaza Auditorium	n/a	19
Boulevard Auditorium	n/a	18
Plaza Ballroom	2,000	16
	1,500	16
	1,000	10

**25.8 Merchandise**

Programs, T-shirts, souvenirs, posters, novelty items, clothing apparel, and recorded media will be sold in the Centre only by BCEC Management or representatives nominated by it, unless BCEC Management agrees in writing to waive this condition. BCEC Management will retain 18% (including GST) of gross merchandise sales. All revenue derived from the sale of motion pictures, still photography, television or radio recordings, or other similar rights, is to be subject to a separate agreement between Hirer and BCEC Management.

**26 Additional Responsibilities**

In addition to its responsibilities under clause 7.1, Hirer must:

- (a) ensure that all performances include an interval of not less than 20 minutes;
- (b) ensure that all advertising, promotion and publicity for the Event or performances in the Event includes the following details:
  - (i) ticket prices, advertised as "\$ (basic ticket price) plus normal fees";
  - (ii) the time of each performance in the Event;

- (iii) details of any supporting acts for the main performance in the Event; and
  - (iv) ticket booking details including the name of any ticketing agent of BCEC Management and the box office telephone number of BCEC Management or its ticketing agent; and
- (c) ensure that any tickets are sold only by outlets nominated by BCEC Management at the agreed ticket prices.

## **27 Live Performance AUSTRALIA - Industry Service Fee**

The Hirer, in addition to other venue hiring charges as specified in this Agreement, shall pay to the BCEC an Industry Service Fee, on a per performance basis on the scale of rates as apply on the date of the performance or performances, such rates being established from time to time by Live Performance Australia (LPA) or as negotiated by the producer/promoter/hirer direct with LPA.

LPA is a not-for-profit organisation registered as an Employers' Organisation under the Fair Work (Registered Organisation) Act 2009. The Industry Service Fee is an important component of LPA's revenue base which ensures its ability to service, protect and promote the interests of the live performance industry in Australia.