STANDARD VENUE HIRE AGREEMENT TERMS VERSION 2.0

BULMBA-JA

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In the Venue Hire Agreement, the following definitions apply unless the context requires otherwise:

"Activity" means the activity as detailed in the Activity Information;

"Activity Information" means:
(a) the preliminary Activity details in the Venue Hire Agreement; and
(b) any updated or supplementary information sought in any questionnaire, form or other request by the Venue Manager requesting details of the Activity including but not limited to the setup, catering and ticketing requirements for the Activity;

"Activity Information Due Date" means the date stipulated in the Venue Hire Agreement;

"Agreement" means the Venue Hire Agreement, these terms and conditions and all schedules;

"Booking Period" means the days and times specified in the Venue Hire Agreement;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in the local government area of the Venue;

"Caterer" means a caterer engaged by You or on Your behalf to provide catering services at the Venue in accordance with the terms of clause 6;

"Catered Event" means an Activity at which You intend for You or Your Guests to supply or be supplied with alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and event merchandise) at or from the Venue or bring any such items into the Venue as stipulated in the Activity Information;

"Client" or **"You"** means the person or entity named as the Client in the Venue Hire Agreement;

"Client's Authorised Agent" means the person or entity named as the Client's Authorised Agent in the Venue Hire Agreement or any other person or entity appointed by the Client and notified to the Venue Manager from time to time;

"Common Areas" means those parts of the Building designed and intended from time to time for common use as detailed in the Venue Hire Agreement;

"Fees & Charges" means the aggregate of the amounts chargeable under the Schedule of Fees and Charges as in effect from time to time, for the hire or use of the Location and the other services and facilities that You or Your Guests use or which are provided at Your or Your Guests' request;

"Force Majeure Event" means an unforeseeable event, act, omission, cause or circumstance outside a party's reasonable control which occurs without fault or negligence of the affected party, including and without limitation:

(a) acts of God, natural disasters, accident;
(b) war, riot or insurrection;
(c) illegal acts including vandalism, sabotage and cyber-crime;
(d) pandemic or epidemic, other than the COVID-19 pandemic;
(e) industrial strike, lockout, ban, limitation of work or other industrial disturbance;
(f) law, rule or regulation of any government, government body or governmental agency and executive or administrative order or act of general or particular application; and

(g) the Venue or the Location being damaged or destroyed so as to render the Venue or the Location wholly or substantially unsuitable for use or inaccessible;

"GST" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Guests" means Activity ticketholders, Activity attendees, Your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons You allow or invite into the Location whether expressly or implied;

"House Seats" means the seats required to be allocated to the Venue Manager as specified in the Activity Information;

"Location" means the location as specified in the Venue Hire Agreement;

"Owner" means the State of Queensland represented by the Department named as Owner in the Venue Hire Agreement;

"Prepayment Amount" means the amount stipulated in the Venue Hire Agreement;

"Schedule of Fees and Charges" means the Schedule of Fees and Charges set out at Schedule 1 to these terms and conditions;

"Venue" means the venue specified in the Venue Hire Agreement;

"Venue Manager" means the State of Queensland represented by the Department named as Venue Manager in the Venue Hire Agreement; and

"Venue Manager's Authorised Agent" means the person or entity specified as the Venue Manager's Authorised Agent in the Venue Hire Agreement or any other person or entity appointed by the Venue Manager and notified to the Client from time to time.

1.2 In the Venue Hire Agreement, unless the context requires otherwise:

(a) words importing a gender include any other gender and words in the singular include the plural and vice versa;

(b) all monetary amounts refer to Australian currency;

(c) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(d) a reference to an individual or person includes a corporation or other legal entity;

(e) a reference to a clause or schedule means a clause or schedule to the Venue Hire Agreement;

(f) the headings are included for convenience of reference only and are not intended to affect the meaning of the Venue Hire Agreement;

(g) if an expression is defined, other grammatical forms of that expression will have corresponding meanings;

(h) a reference to days or months means calendar days or months;

(i) if the day on which any act or thing is to be done under the Venue Hire Agreement is not a Business Day, the act or thing may be done on the next Business Day;

(j) if any conflict arises between the clauses in the Venue Hire Agreement and the contents of any schedule, the clauses prevail; and

(k) an obligation on the part of two or more persons binds them jointly and each of them individually.

1.3 If a government department or agency mentioned in the Venue Hire Agreement:

(a) ceases to exist; or

(b) is reconstituted, renamed or replaced,

and its powers or functions are transferred to another government department or agency, a reference to the government department or agency will include that other government department or agency.

2. BOOKING OF LOCATION

2.1 As long as You comply with the Venue Hire Agreement, You and Your Guests may use during the Booking Period:

(a) the Location and any conveniences and normal furnishings in it;

(b) electricity or water supplied to the Location for reasonable purposes connected with the Activity; and

(c) the Common Areas for the purposes for which they are intended, on a non-exclusive basis, in common with others.

2.2 The Venue Manager does not guarantee the continuance, adequacy or quality of electricity or water supply for Your purposes even if You have made them known to the Venue Manager.

2.3 Your right and that of Your Guests to use the Location is a licence only. You and Your Guests do not have the right to exclude the Venue Manager or the Owner from the Location, even during the Booking Period.

3. YOUR USE OF THE LOCATION

3.1 You must use the Location only for the Activity and uses reasonably incidental to the Activity. You must not use the Location, or allow the Location to be used, for any other purpose during the Booking Period.

3.2 You must not use or employ any personnel at the Location, whether on a volunteer or paid basis, other than with prior approval from the Venue Manager.

3.3 If the law obliges You to obtain a licence or permit to use the Location or for anything You or Your Guests do at the Location, You must obtain and comply with the licence or permit and provide a copy of such licence or permit to the Venue Manager as required or requested.

3.4 You must comply with any Commonwealth, State or local government law, regulation, direction, rule, policy, notice or sign applicable to the Activity, regarding Your use of the Location or the Venue.

3.5 You acknowledge the Venue is a culturally safe venue and You warrant that Your use of the Location will respect Aboriginal and Torres Strait Islander cultures and protocols.

4. SET-UP OF LOCATION

4.1 By prior agreement with the Venue Manager, You may be given access to the Location before the start of the Booking Period to get the Location ready for use during the Booking Period under the Venue Hire Agreement. In that event:

4.2 You and Your Guests will have a licence to come onto the Location during the time or times agreed by the Venue Manager but only for the purpose of getting the Location ready for use during the Booking Period under the Venue Hire Agreement;

4.3 the Venue Manager may revoke that licence at any time; and

4.4 these Terms and Conditions of the Venue Hire Agreement apply (with any necessary modifications) while You or Your Guests are on the Location for the purpose of getting the Location ready for use during the Booking Period under the Venue Hire Agreement.

5. THINGS YOU MUST DO TO KEEP THE BOOKING

5.1 The following table sets out things You must do in order to keep the booking of the Location and when You must do them.

What You need to do	***When***
Sign and return the Venue Hire Agreement to the Venue Manager	No later than 10 Business Days prior to intended use
Pay the Prepayment Amount (if specified)	The date specified in the invoice provided by the Venue Manager
Give the Venue Manager the Activity Information	The Activity Information Due Date
Give the Venue Manager evidence of insurance in accordance with clause 17	The Activity Information Due Date
Pay the Fees & Charges or the Venue Manager's estimate of the Fees & Charges	The date specified in the invoice provided by the Venue Manager
Submit any advertising for the Activity for approval by the Venue Manager	48 hours prior to its intended placement
Comply with the Venue Hire Agreement	At all times

5.2 If You fail to do any of the specified matters on time, the Venue Manager may cancel the Venue Hire Agreement and decline to make the Location available to You.

5.3 You are not entitled to a refund of the Fees & Charges or any other amount payable under the Venue Hire Agreement, even if You do not use the Location or any services to which the Fees & Charges relate, except as expressly provided by the conditions of the Venue Hire Agreement.

5.4 The Venue Manager will issue a tax invoice to You for payment of the amounts referred to in clause 5.1 as follows:

(a) any Prepayment Amount will be invoiced immediately upon signing of the Venue Hire Agreement;

(b) any bar tab requested by the Venue Manager may be partially invoiced before the Activity and the balance included on the final invoice; and

(c) a final invoice will be issued after the Activity for the total Fees & Charges less the Prepayment Amount received by the Venue Manager.

6. CATERING

6.1 This clause applies if the Activity is a Catered Event.

6.2 You must seek the consent of the Venue Manager to supply Your Guests with any drinks, refreshments, food, confectionery or other articles or services (excluding programs or event merchandise) at the Venue or bring any such items into the Venue.

6.3 The Venue Manager may give or refuse consent as sought in clause 6.2 in its sole discretion, and on such terms and conditions as the Venue Manager reasonably requires.

6.4 You must instruct the Caterer to comply with all reasonable directions of the Venue Manager in relation to the provision of catering services at the Venue.

6.5 You indemnify and release the Venue Manager in relation to any claims, expenses or costs that the Venue Manager may sustain or incur as a result of any failure by the Caterer to comply with the Venue Manager's directions and requirements in relation to catering at the Venue.

6.6 The Venue is a licensed venue under the *Liquor Act 1992* and must comply with the terms of that Act and the liquor licence. The Venue Manager will provide any alcohol supplied at the Venue.

7. GST

7.1 Consideration is specified in this Agreement exclusive of GST unless it is expressly stated to include GST.

7.2 Unless Consideration is expressed to include GST, the recipient of the Taxable Supply under this Agreement must pay to the supplier, in addition to the consideration for the Taxable Supply, an amount equivalent to the amount payable by the supplier as GST on the Taxable Supply under the GST Act.

7.3 The recipient of the Taxable Supply must pay the amount under clause 7.2 to the supplier by the later of:

(a) the date the Consideration is payable; and

(b) the date the supplier has given the recipient a Tax Invoice for the Taxable Supply.

7.4 If the Consideration for a Taxable Supply is or includes non-monetary Consideration, then the supplier of the Taxable Supply must calculate the GST having regard to the value of the non-monetary Consideration assessed by the supplier of the Taxable Supply and the supplier must give the recipient a statement of the method of valuation of the Taxable Supply at the same time as the supplier gives the recipient a Tax Invoice for the Taxable Supply.

7.5 If a party has a right to be reimbursed or indemnified for any cost or expense incurred under this Agreement, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the reimbursed or indemnified party can claim an Input Tax Credit.

7.6 The parties agree to exchange with each other such information as may be necessary to enable each party to accurately assess its rights and obligations under this clause 7.

7.7 If for any reason including, without limitation:

(a) an amendment to the GST Act;

(b) the issue of a ruling or advice by the Commissioner for Taxation;

(c) a refund of GST to supplier in respect of any supply made under this Agreement; or

(d) a decision of any tribunal or court,

the amount of GST paid by the recipient to the supplier under this Agreement differs from the amount of GST paid or payable by the supplier to the Commissioner of Taxation, then the supplier must issue an appropriate GST adjustment note and the difference must be paid by or to the supplier as the case may be.

7.8 In this clause:

(a) 'GST Act' means *A new Tax System (Goods and Services) Act 1999* and any related legislation*;* and

(b) 'Consideration', 'Input Tax Credit', 'Supply', 'Tax Invoice', 'Taxable Supply' have the same meaning as in the GST Act.

8. LOOKING AFTER THE LOCATION

8.1 You must keep the Location in a clean and tidy condition at all times.

8.2 You must keep the keys to doors and equipment in the Venue in the charge of a person authorised by the Venue Manager.

8.3 You must ensure that You and Your Guests do not do any of the following things:

(a) use any sound, lighting, electrical or other equipment or devices (other than those supplied by the Venue Manager) without the prior written consent of the Venue Manager. You must ensure that any such equipment complies with any relevant Australian Standards, is currently tagged within electrical test date, and is used only in accordance with any manufacturers' directions;

(b) bring any weapons, knives, fireworks, explosives, smoke, canisters, aerosols, air-horns, laser devices, flares, controlled, dangerous hazardous and illegal items and substances, bottles, glass vessels, cans, poles or animals (other than guide, hearing and assistance dogs as permitted by law, including as defined under the *Guide, Hearing and Assistance Dogs Act 2009*) into the Venue without the written consent of the Venue Manager;

(c) bring any scenery, curtains, props or flammable material of any kind to the Venue unless:

(i) they have been fireproofed to the standard required by Queensland laws, and You maintain them in that fireproofed condition so long as they remain at the Venue; or

(ii) You have sought and been granted the written consent of the Venue Manager, which consent may be granted or refused in the sole discretion of the Venue Manager;

(d) do anything to overload any electricity supply to the Location;

(e) damage, remove or interfere with any part of the Location or the Venue or any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue;

(f) make any alterations or additions to any part of the Location (including but not limited to, the floor or wall surfaces) or the conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the

Location or the Venue, without the written consent of the Venue Manager;

(g) damage, block or remove any sinks, drains, toilets or similar equipment;

(h) use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue other than for purposes for which they were designed and in a usual and careful manner;

(i) obstruct or restrict access to any designated exit (whether directly or indirectly); or

(j) disobey any reasonable directions or requirements of the Venue Manager regarding noise levels (even if they are stricter than the legal or regulatory restrictions).

8.4 You must comply with any reasonable directions or requirements of the Venue Manager regarding protection of the floor or wall surfaces from excessive wear or damage and to cover the floor or walls with appropriate materials if required by the Venue Manager.

9. ACTIVITY INFORMATION

9.1 You must promptly inform the Venue Manager of any change to the Activity Information provided to the Venue Manager including, but not limited to, changes to any artist or any item or work to be performed.

9.2 You must advise the Venue Manager immediately if the Activity will or is likely to contain adult content/themes, nudity, coarse language and/or special effects including but not limited to haze, smoke and strobe lighting.

10. TICKET SALES

10.1 The Venue Manager reserves the exclusive right to assign seating sections, including determining which sections may be used by Your Guests, whether allocated by You or ticketed for sale by Your agent or the Venue Manager.

10.2 Seating allocations, whether allocated by You or ticketed for sale by Your agent must be determined in accordance with any appropriate regulatory framework applicable to the Activity.

10.3 If seating is ticketed for sale and You have not appointed the Venue Manager to conduct the sale, printing and distribution of tickets, then:

(a) one week prior to the Activity You must advise the Venue Manager in writing of the number of tickets sold and the seat locations to which those tickets pertain;

(b) You must withhold from sale the House Seats;

(c) You must issue any and all holders of a current Queensland Government Companion Card, or equivalent card issued in another State or Territory, with one extra ticket to the Activity at no charge and in the same price reserve as the ticket purchased by the Companion Card holder.

11. BROADCASTING AND PUBLICATION

11.1 If during the Booking Period You or any of Your Guests display, perform, broadcast, adapt, publish or in any way use any works or material in which intellectual property rights subsist (including but not limited to copyright and moral rights):

(a) You must ensure that the intellectual property rights are not infringed;

(b) You must give the Venue Manager evidence satisfactory to the Venue Manager that You have the right to use the works or material in the manner in which You intend; and

(c) You must pay all royalties due to the Australasian Performing Right Association or any other body in respect of the use of the works or material.

11.2 You must not record or broadcast the Activity without the prior written consent of the Venue Manager. The Venue Manager may impose reasonable conditions on its consent. If the proposed recording or broadcasting will result in the view of the Activity being restricted from certain seats, then You must ensure You or Your agent provide appropriate notice when tickets are sold.

12. ADVERTISING AND MERCHANDISE

12.1 You must not sell or permit to be sold any program or merchandise relating to the Activity, or conduct any advertising for the Activity, without the consent of the Venue Manager, which consent may be granted or refused at the sole discretion of the Venue Manager.

12.2 You are responsible for providing and paying for all marketing and publicity for the Activity. However, You must not display any advertising material in the Venue or surrounds without the consent of the Venue Manager, which

consent may be granted or refused at the sole discretion of the Venue Manager.

12.3 Where there is a change to the Activity Information provided to the Venue Manager, including but not limited to, changes to any artist or any item or work to be performed, the Venue Manager may direct You to undertake further publicity at Your own expense.

13. OTHER USERS OF THE VENUE

13.1 The Venue Manager may ask You to use and ensure Your Guests use a particular means of access to the Location through the Venue (for example, to coordinate the use of the Venue by multiple groups). In that event, You and Your Guests must use the means of access specified by the Venue Manager.

13.2 You and Your Guests must not do any of the following things:

(a) disrupt the use of the Venue by anyone else;

(b) prevent other people from, or interfere with other people, accessing or using any common areas or other locations in the Venue; or

(c) prevent the Venue Manager, the Owner or anyone authorised by the Venue Manager or the Owner from entering the Location for reasonable purposes during the Booking Period.

14. SAFETY AND SECURITY

14.1 You must take reasonable steps to ensure the safety of Your Guests at the Location, and the security of valuables and belongings brought onto the Location by Your Guests, during the Booking Period.

14.2 Legislation prohibits smoking in the Location. You must ensure that neither You nor Your Guests smoke in or in the vicinity of the Location.

14.3 You must comply, and ensure that Your Guests comply, with:

(a) the Venue Manager's reasonable requirements and directions affecting safety and security, including but not limited to any conditions of entry for the Venue and/or Location, the terms of the Venue Manager’s emergency and evacuation plan and the terms of any child protection strategy or policy of the Venue Manager; and

(b) directions given by officers of the police, fire brigade, ambulance service or security services.

The Venue Manager may request a police officer to remove from the Venue any person who does not comply with this clause.

14.4 You must immediately notify the Venue Manager of:

(a) any damage to the Location, the Venue or any convenience, appurtenances, fixtures, fittings, equipment or other things in or on the Location or the Venue;

(b) any potential or actual hazard or issue that may affect the health or safety of anyone at the Venue; and

(c) any death or injury of any person in the Venue during the Booking Period

upon becoming aware of such damage, hazard, issue, death or injury.

14.5 You must not, and You must ensure that Your Guests do not, do any of the following things:

(a) enter any office, kitchen, storage, backstage or operational areas of the Venue which are not within the Location or the Common Areas;

(b) breach any law;

(c) do any act, make any omission or engage in any conduct that prejudices any insurance held by the Venue Manager or the Owner for the Location or the Venue;

(d) do any act, make any omission or engage in any conduct that is or could reasonably be expected to become a public nuisance or a nuisance to the Venue Manager or the owner or occupier of any other premises in the vicinity of the Location or the Venue;

(e) do any act, make any omission or engage in any conduct that could reasonably be expected to cause any licence or permit in respect of the Location or the Venue to be breached, forfeited or suspended or any renewal refused; or

(f) do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause the Venue Manager or the Owner to suffer any loss, damage or expense or be exposed to any liability.

14.6 You must comply with, and ensure that Your Guests comply with, any reasonable directions given by the Venue Manager about:

(a) the number of people allowed to be on the Location;

(b) the use of the Location or the Venue;

(c) looking after the Location or the Venue; and

(d) the provision or completion of an incident report, and/or the provision of information required by the Venue Manager for the purposes of completing any such report.

14.7 Any conditions of entry for the Activity must be displayed at the Location and/or published on Your website and must be consistent with the Venue Manager's conditions of entry for the Venue.

14.8 The Venue Manager reserves the right not to admit latecomers to the Activity until there arises a suitable break in the Activity, the timing of which they will determine in consultation with You.

15. END OF BOOKING PERIOD

15.1 You must vacate the Location by the end of the Booking Period.

15.2 At the end of the Booking Period, You must:

(a) leave the Location in a clean and tidy condition;

(b) pay for any damage to the Location, Venue or any facilities or equipment that happened during the Booking Period;

(c) remove everything that You or Your Guests have brought into the Venue during the Booking Period or in connection with the Venue Hire Agreement;

(d) leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that You have used during the Booking Period, and put them back where they were at the start of the Booking Period; and

(e) otherwise, give the Location back to the Venue Manager in the same condition as the Location was in at the start of the Booking Period.

15.3 You agree to reimburse the Venue Manager for any cleaning or other costs the Venue Manager incurs as a consequence of any breach by You of clause 15.2 above.

16. LIABILITY

16.1 You use the Location, and invite Your Guests and other people to the Location, at Your own risk.

16.2 The Venue Manager and the Owner are not liable for, and You indemnify the Venue Manager and the Owner against, any costs, expenses, action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against You, the Venue Manager, the Owner or someone else) arising directly or indirectly in respect of any of the following:

(a) Your acts, omissions and conduct;

(b) Your use of, or presence at, the Location;

(c) any act, omission, conduct or occurrence for which You are responsible under the Venue Hire Agreement;

(d) a fault, defect, misuse or failure of any equipment, machinery, conveniences, appurtenances, fittings, or other things brought by You or Your Guests to the Venue;

(e) a cancellation or postponement of the Activity or part of the Activity caused by You; or

(f) any loss of property or personal injury suffered by any of Your Guests,

except to the extent it is caused by the negligence of the Venue Manager or the Owner or their employees or agents.

16.3 You also indemnify the Venue Manager and the Owner from and against all loss or damage caused or contributed to by:

(a) the negligence or wrongful act of You or Your agents, employees or contractors; and

(b) a breach of the Venue Hire Agreement by You,

except to the extent that the loss or damage is caused or contributed to by the negligence or wrongful act of the Venue Manager or the Owner or their employees or agents.

16.4 To the maximum extent permitted by law, if the goods or services supplied by the Venue Manager under the Venue Hire Agreement are subject to

warranties or terms implied by statute, law, international convention or custom:

(a) that can be excluded, restricted or modified by contract – they are hereby excluded; and

(b) that cannot be excluded, restricted or modified by contract – the liability of the Venue Manager for breach of any such warranty or term will be limited at the option of the Venue Manager (as the case requires) to:

(i) in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and

(ii) in the case of services, the supply of the services again or payment of the cost of supplying the services again.

17. INSURANCE

17.1 You must effect and hold public liability insurance indemnifying You, the Venue Manager and the Owner:

(a) for any legal liability with respect to personal injury or property damage arising directly or indirectly from the use of the Venue by You and/or Your Guests; and

(b) for not less than $20 million per occurrence during the Booking Period (or while You or Your Guests are at the Venue, if outside the Booking Period), or any higher limits the Venue Manager reasonably requires by written notice to You.

17.2 You must also effect and hold any workers' compensation insurance required by law for any person You employ or engage or to be employed or engaged by You during the Booking Period and the period of any licence for getting the Location ready for use during the Booking Period under the Venue Hire Agreement.

17.3 You must also effect and hold insurance covering You for loss or damage to any property which You bring into the Venue.

17.4 The insurances required by clauses 17.1, 17.2 and 17.3 must be on terms satisfactory to the Venue Manager. You must give the Venue Manager evidence satisfactory to the Venue Manager that You hold the insurances:

(a) by the Activity Information Due Date; and

(b) at any other time the Venue Manager asks.

17.5 If You do not give the Venue Manager evidence satisfactory to the Venue Manager that You hold the insurances required by this clause by the Activity Information Due Date the Venue Manager may but is not obliged to arrange such insurances at Your expense. In that case You must cooperate with the Venue Manager by completing any required proposal forms and paying any prescribed premiums on request by the Venue Manager.

18. TERMINATION

18.1 Subject to clause 19:

(a) You cannot cancel the Venue Hire Agreement once You have signed it. If You do not hold the Activity or do not use the Location for any or all of the Booking Period, You must still make the payments that the Venue Hire Agreement requires You to make; and

(b) if the Activity is a series of activities on different days or at different times and You cancel a single instance of the Activity or request that a single instance be omitted from the Activity, then You will still be liable for the total Fees & Charges as if that instance of the Activity took place. However, if a single instance of the Activity is omitted due to a prior booking at the Venue or at the request of the Venue Manager, then You will not be obliged to pay the Fees & Charges in respect of the omitted instance.

18.2 The Venue Manager may terminate the Venue Hire Agreement by notice to You:

(a) before the Activity Information Due Date; or

(b) at any time, including after the Activity Information Due Date or during the Booking Period, if:

(i) You or Your Guests breach a term of the Venue Hire Agreement; or

(ii) where You have notified the Venue Manager under clause 19.1(a)(i) and in the determination of the Venue Manager, You fail to do all things reasonably necessary to remove or mitigate the effects of the Force Majeure Event on the performance of Your obligations in accordance with clause 19.1(a)(ii).

18.3 If the Venue Manager terminates the Venue Hire Agreement:

(a) under clause 18.2(a), You are entitled to a refund of an amount paid for the Prepayment Amount or Fees & Charges under the Venue Hire Agreement, but You do not have any other claim against the Venue Manager; or

(b) under clause 18.2(b), You are not entitled to a refund of any money. You must still pay the Prepayment Amount, Fees & Charges, Catering Fee, any fee due for Additional Services, and any other sum that has become owing under the Venue Hire Agreement at the time of Your breach, in full.

19. FORCE MAJEURE

19.1 If the performance by a party of an obligation under the Venue Hire Agreement is prevented or affected by an unavoidable delay due to a Force Majeure Event:

(a) the affected party must:

(i) promptly give written notice of that fact to the other party and, in any event, give the notice within seven (7) days after the performance of the obligation is affected; and

(ii) do all things reasonably necessary to remove or mitigate the effects of the Force Majeure Event on the performance of the party's obligation; and

(b) the obligation is suspended to the extent that the performance of the obligation is affected by the Force Majeure Event, as long as the Force Majeure Event continues; and

(c) if You are prevented from using the Location for the Activity for any or all of the Booking Period due to a Force Majeure Event, the obligation to pay the Prepayment Amount or Fees & Charges is suspended for the duration the corresponding obligation on the Venue Manager is suspended under clause 19.1(b).

19.2 Notice of a Force Majeure Event under clause 19.1(a)(i) must include:

(a) the full particulars of the Force Majeure Event; and

(b) the effect of the Force Majeure Event on the affected party's performance of their obligations under the Venue Hire Agreement; and

(c) the anticipated period for which the Force Majeure Event will continue; and

(d) any action You have taken and intend to take to mitigate or remove the effect of the Force Majeure Event on the performance of the party's obligation.

19.3 Either party may terminate the Venue Hire Agreement by notice given at any time after the Booking Period end date or six (6) months from the date of the notice under clause 19.1(a)(i), whichever is the earlier, if a party is still prevented from or delayed in performing its obligations, because of a Force Majeure Event notified under clause 19.1(a)(i).

19.4 If the Venue Hire Agreement is terminated under clause 19.3, You are entitled to a refund of money You have paid as a Prepayment Amount or for Fees & Charges under the Venue Hire Agreement, or an amount apportioned to the extent that You were prevented from using the Location due to the Force Majeure Event, but You do not have any other claim against the Venue Manager.

19.5 Nothing in this clause limits the rights of the parties:

(a) to vary the Venue Hire Agreement in accordance with clause 24.1; or

(b) under any other Agreement between the parties, for example, a funding agreement associated with the Activity.

20. NON-CONTINUOUS BOOKING PERIOD

20.1 If the Booking Period is or includes two or more non-continuous periods, the Venue Hire Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that clause 15 applies at the end of each period (not just the last one).

21. AGENCY

21.1 For the purpose of the Venue Hire Agreement any action, approval, consent or discretion required to be taken or given by or on behalf of the Venue Manager will be sufficiently taken or given if taken or given by the Venue Manager's Authorised Agent.

21.2 For the purpose of the Venue Hire Agreement any action, approval, consent or discretion required to be taken or given by or on Your behalf will be sufficiently taken or given if taken or given by the Client's Authorised Agent.

22. OWNER'S RIGHTS

22.1 You acknowledge that the Venue is owned by the State of Queensland. The State of Queensland, through its relevant departments and authorised representatives, retains the right to access the Venue in accordance with the Venue Hire Agreement.

22.2 Any indemnity, release and insurance obligations under the Venue Hire Agreement that are intended to protect or benefit the Venue Manager or the Owner extend to the State of Queensland and its relevant officers and representatives (Beneficiaries). The parties intend that each Beneficiary may enforce and obtain the benefit of those provisions in its own right despite not being a party to the Venue Hire Agreement.

23. PRIVACY

23.1 The Venue Manager is committed to compliance with the Queensland Privacy Principles (QPPs) in the *Information Privacy Act 2009* (Qld).

23.2 The Venue Manager may collect Your personal information so that we can administer Your request to book the Location for Your Activity. We will not disclose Your personal information to any other person unless we are required to by law or You have given Your consent.

23.3 By signing the Venue Hire Agreement and returning it to the Venue Manager, You give us Your consent to manage Your personal information in the manner described in the Venue Manager's Privacy Statement and in the Venue Hire Agreement or as notified by the Venue Manager in any privacy or personal information collection notice.

23.4 When collecting personal information from third parties the Venue Manager will provide the third parties with the choice to opt-in to having their personal information shared with You.

23.5 The Venue Manager will only provide a third party's personal information to You if the third party has consented to the data being shared, and on condition that You undertake to comply with the IPPs. In that case:

(a) the third party's personal information may only be used for the purpose for which the personal information was disclosed to You by the Venue Manager;

(b) You will not disclose the personal information to anyone unless the Venue Manager has provided express consent for such disclosure to occur;

(c) the Venue Manager will only provide such consent when the third party has provided such consent to the Venue Manager; and

(d) You will include a prominent opt-out option on any promotional material sent to third parties obtained through personal information provided by the Venue Manager. This applies to promotional material in any form, or any other material, whether through traditional print media or through electronic communication, or through any other means.

23.6 You must immediately notify the Venue Manager upon becoming aware of:

(a) any breach by You of clause 23.5;

(b) any unauthorised access, use, modification, disclosure or other misuse of personal information provided to You by the Venue Manager;

(c) any loss of personal information provided to You by the Venue Manager in circumstances where unauthorised access, use, modification, disclosure or other misuse of the personal information by a third party is likely to occur; or

(d) anything that would constitute an eligible data breach (as defined in the *Information Privacy Act 2009* (Qld)) relating to personal information provided to You by the Venue Manager.

23.7 You must fully cooperate with the Venue Manager to enable the Venue Manager to take any action required of the Venue Manager under Chapter 3A (Mandatory notification of data breaches) of the *Information Privacy Act 2009* (Qld) in relation to personal information provided to You by the Venue Manager.

24. GENERAL

24.1 The Venue Hire Agreement may be varied by written agreement signed by both parties.

24.2 The Venue Hire Agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Queensland and in and by the Courts of Queensland.

24.3 A right under the Venue Hire Agreement may only be waived in writing by the party who holds the right.

24.4 Notices required to be given under the Venue Hire Agreement must be in writing and delivered to the party's address listed in Schedule 1. Notices will be deemed given:

(a) if posted by express post – 3 Business Days after posting;

(b) if posted by regular post – 4 Business Days after posting;

(c) if emailed – on the earlier of receipt of delivery confirmation or the date of transmission (unless otherwise notified that delivery of the email was unsuccessful or delayed);

(d) if hand delivered – on the day of delivery,

except that a notice delivered after 5:00pm on a Business Day or on a day that is not a Business Day will be deemed to be given on the next Business Day.

SCHEDULE 1

Schedule of Fees and Charges

A Schedule of Fees and Charges applicable to the calculation of Fees & Charges under the Venue Hire Agreement is attached. All Fees & Charges will be calculated in accordance with that document.

The Venue Manager has provided the attached Cost Estimate to You as an ***estimate*** of the likely Fees & Charges Payable.

The Venue Manager reserves the right to specify the appropriate staffing levels for the Event to reflect Your requirements and safety requirements. Staffing charges will be calculated based on the rates set out in the Schedule of Fees & Charges.

Schedule of Fees & Charges (excl GST)

Staffing

Staff	Minimum Call Out	Hourly Rate	Overtime Rates apply when
Duty Supervisor / Technician / Fire Warden	4	$63.00	• Working after 7.5 hours • Public holidays and Sundays • Working before 8am and after 11.30pm • Missed meal break after 5 hours • No 10 hour break between shifts
Rigger	4	$120.00	
Usher / Hospitality	3	$44.00	
Front of House Supervisor	3	$55.00	

Venue Hire

Venue	Day Rate	Weekly Rate
Theatre	$507.00	$2,028.00
Studio B	$252.00	$1,008.00
Studio C	$115.00	$460.00
Studio A	$75.00	$300.00
Meeting Room 1	$106.00	$424.00
Meeting Rooms 2 or 3	$30.00	$120.00
Hot Desk	$20.00	$80.00
Front Gallery Wall	N/A	$400.00
Long Gallery Wall	N/A	$400.00
LED Façade	N/A	$1,000.00

Equipment Hire

Equipment	Day Rate	Weekly Rate
MacBook Pro (each)	$150.00	$600.00
Projector 8k	$250.00	$1,000.00

Radio mic (each)	$110.00	$440.00
55” TV	$100.00	$400.00
Hazer MGD	$85.00 per session	