

**NOTES:**

Variables are in **red** and are to be entered by the Venue Owner. A Schedule of Fees and Charges for the Venue should be annexed to this Agreement (see clause 22(o)).

This document has been prepared for the exclusive use of the Victorian Association of Performing Arts Centres (VAPAC) and its members. No other party may use this agreement and liability to any such party is expressly excluded.

VAPAC gives no guarantee, and does not warrant, that the contents of this document addresses all matters, or addresses matters in the manner, which may be relevant or necessary for the grant of licences by particular Venues or Venue Owners. This document does not purport to be legal advice or taxation advice. Venue Owners should carefully consider the content and seek their own legal advice before using this document to ensure that it meets the requirements of each Venue and Venue Owner and that it is properly completed. This document is made available to Venue Owners on condition that Venue Owners using this document release VAPAC from any and all liability resulting from or arising out of such use. Use of this document is confirmation of the acceptance of this condition.

**This note must be retained in this document and each copy of this document and may only be deleted from a version completed and ready for execution by a specific Customer.**

**VAPAC Venue Owner**  
NAME AND LOGO

# Hire Agreement

Contract No.

This Agreement is made between **VAPAC Venue Owner** ABN of **Address** and the Customer named in the Agreement Details ("**you/your**"). This Agreement consists of the Agreement Details and the Terms and Conditions. By signing this Agreement, the parties accept the Agreement Details and the Terms and Conditions.

## Agreement Details

### 1. About the Customer (you)

Customer Name:	
Address:	
Customer's Authorised Agent:	
Phone:	
Fax:	
Email:	
Postal Address:	

## 2. About VAPAC Venue Owner

Address:	
VAPAC Venue Owner's Authorised Agent:	
Phone:	
Fax:	
Email:	
Postal Address:	

## 3. Hiring details

Venue name:	
Venue address:	
Location:	Name of area/room to be hired within the venue
Event Name:	
Event Information:	Insert details of all information the Venue Owner requires from the Customer about the Event and the Customer's requirements. Alternatively use the words "As Annexed to this Agreement" and attach an annexure (e.g. pro forma information collection sheet) setting out the required information.
Event Information Due Date:	For example, 10 business days before the start of the Booking Period
Booking Period from: Booking Period to: (If the booking is for a series of performances, or there is insufficient room, please attach a separate sheet to indicate specific times and days)	
Public Liability Insurance Minimum Amount:	
Name of Insurer, Policy Number and Expiry Date:	
Event Prepayment Amount:	
Event Prepayment Due Date:	
Fees & Charges Due Date:	For example, 7 days from date of invoice
Catered Event?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Catering Prepayment Due Date:	For example, 5 business days before the start of the Booking Period. Not applicable if the catering is to be provided by the Customer's Caterer (refer to the alternatives of clause 4)
Catering Fee Due Date:	For example, 7 business days from date of invoice. Not applicable if the catering is to be provided by the Customer's Caterer (refer to the

	alternatives of clause 4)
<b>House Seats:</b>	For example, seats B10 to B20 inclusive
<b>Special Conditions:</b>	Insert only where there are additional conditions needed or where any of the standard terms or conditions are to be amended.

## Signing

Signed for <b>VAPAC Venue Owner</b> by name of authorised Agent, position of authorised Agent	
.....	.....
Signature	Name

Signed by the Customer on ..... / ..... / .....	
.....	.....
Signature of Customer or person signing for the Customer	Signature of witness
.....	.....
Name of person signing above	Name of witness

# Terms and Conditions

Please note: Terms with capital letters are defined in clause 22.

## 1. Your booking of Location

- a. As long as you comply with this Agreement, you and your Guests may use the floor space of the Location and any conveniences and normal furnishings in the Location during the Booking Period.
- b. You and your Guests may also use any electricity or water supplied to the Location for reasonable purposes in connection with the Event during the Booking Period. **VAPAC Venue Owner** does not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to **VAPAC Venue Owner**.
- c. Your right and that of your Guests to use the Location is a non-exclusive licence only. You and your Guests do not have the right to exclude **VAPAC Venue Owner** from the Location, even during the Booking Period.
- d. You acknowledge that **VAPAC Venue Owner** may use, or make available for use by other parties, other parts of the Venue. You agree not to interfere with any such use and to ensure that your Guests do not interfere with any such use.
- e. You must use the Location only for the Event and uses reasonably incidental thereto. You must not use the Location, or allow the Location to be used, for any other purpose during the Booking Period.
- f. You must not use or employ any personnel at the Location, whether on a volunteer or paid basis, other than with prior approval from **VAPAC Venue Owner**.
- g. 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.
- h. **VAPAC Venue Owner** agrees to use reasonable endeavours to supply requirements for catering (if this Agreement is for a Catered Event) and Additional Services that you request **VAPAC Venue Owner** to supply (if **VAPAC Venue Owner** agrees to supply the requested Additional Services).
- i. Unless specified in the Event Information and agreed by **VAPAC Venue Owner**, **VAPAC Venue Owner** is not obliged to provide or make available any equipment for use by you in respect of the Event.
- j. You must ensure that all persons using or operating any equipment at the Location or in respect of the Event (whether or not the property of **VAPAC Venue Owner**) has the experience, training, licences and qualifications required to properly and lawfully operate that equipment.

## 2. Set-up of Location

- a. By prior agreement with **VAPAC Venue Owner**, 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 this Agreement. In that event:
  - i. you and your Guests will have a licence to come onto the Location during the time or times agreed by **VAPAC Venue Owner** but only for the purpose of getting the Location ready for use during the Booking Period under this Agreement;
  - ii. **VAPAC Venue Owner** may revoke that licence at any time; and
  - iii. the conditions of this 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 this Agreement.

## 3. Things you must do to keep the booking

- a. The following table sets out things you must do in order to keep the booking of the Location, and when you must do them.

<b>What you need to do</b>	<b>When</b>
Sign and return this Agreement to <b>VAPAC Venue Owner</b>	The Event Prepayment Due Date specified in the Agreement Details
Pay the Event Prepayment	The Event Prepayment Due Date specified in the Agreement Details
Give VAPAC Venue Owner the Event Information	The Event Information Due Date specified in the Agreement Details
Give <b>VAPAC Venue Owner</b> evidence of insurance in accordance with clause 14	The Event Information Due Date specified in the Agreement Details
Pay the Catering Prepayment as directed by <b>VAPAC Venue Owner</b>	The Catering Prepayment Due Date specified in the Agreement Details
Pay the Fees & Charges or <b>VAPAC Venue Owner's</b> estimate of the Fees & Charges	The Fees & Charges Due Date specified in the Agreement Details
Pay for the Additional Services in the amount agreed between you and <b>VAPAC Venue Owner</b> or otherwise determined by <b>VAPAC Venue Owner</b>	The Fees & Charges Due Date specified in the Agreement Details
Pay the Catering Fee as directed by <b>VAPAC Venue owner</b>	The Catering Fee Due Date specified in the Agreement Details
Submit any advertising for the Event for approval by <b>VAPAC Venue Owner</b>	For example, 48 hours prior to its intended placement

<b>What you need to do</b>	<b>When</b>
Comply with all of these Terms and Conditions	At all times

- b. If you fail to do any of the specified matters on time, **VAPAC Venue Owner** may:
- i. cancel this Agreement by notice to you; and
  - ii. decline to make the Location available to you, whether or not **VAPAC Venue Owner** has cancelled this Agreement or notified you in advance.
- c. You are not entitled to a refund of the Fees & Charges or any other amount paid or payable under this Agreement, even if you do not use the Location or any services to which the Fees & Charges or other amount relate, except as expressly provided by the conditions of this Agreement.

**4. Catering [Use if the Caterer is, or is appointed by, VAPAC Venue Owner. Otherwise, delete]**

- a. This clause applies if the Event is a Catered Event.
- b. The Caterer is the exclusive caterer for the Venue.
- c. You must not, and you must ensure that your Guests do not:
  - i. supply your Guests with any wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Venue other than as supplied by the Caterer; or
  - ii. bring any such items into the Venue.
- d. You must confirm to **VAPAC Venue Owner** by the Event Information Due Date specified in the Agreement Details:
  - i. the final number of persons to be catered for;
  - ii. menu selections; and
  - iii. details of any special dietary requirements for those persons.
- e. Unless otherwise agreed by **VAPAC Venue Owner** you must pay the full amount of the Catering Fee even if:
  - i. you do not use some or all of the catering ordered for any reason (including but not exclusively, if this Agreement is cancelled, or the Event does not proceed, or fewer than the anticipated number of Guests attend); or
  - ii. the amount charged is greater than the amount estimated by the Caterer or **VAPAC Venue Owner**.
- f. [Use if **VAPAC Venue Owner** has a liquor licence. Otherwise, delete.] The Venue is a licensed venue under the *Liquor Control Reform Act 1998* (Vic) ("**the Act**") and must comply with the terms of the Act and the liquor licence. In particular (but not exclusively):
  - i. the Caterer applies the principles of responsible service of alcohol and reserves the right to refuse service to any person including unduly intoxicated patrons, disorderly patrons and minors;

- ii. you will not have any rights against **VAPAC Venue Owner** or the Caterer arising out of the Caterer's application of the principles of responsible service of alcohol including but not exclusively in relation to any service, or refusal of service, or for requiring any of your Guests to leave the Venue;
- iii. the Caterer will only supply liquor in accordance with the terms of its liquor licence and in particular will not supply liquor outside the authorised trading hours for the Venue; and
- iv. you must ensure that you, and each of your Guests, do not do or fail to do any act, matter or thing that causes **VAPAC Venue Owner** or the Caterer to breach any condition or requirement of the liquor licence or any law (including the Act).

**4. Catering [Use if the Caterer is, or is appointed by, the Customer. Otherwise, delete]**

- a. This clause applies if the Event is a Catered Event.
- b. For the purposes of this clause, the term "Customer's Caterer" means a caterer engaged by you or on your behalf to provide catering services at the Venue in accordance with the terms of this clause.
- c. You must seek the consent of **VAPAC Venue Owner** to:
  - i. supply your Guests with any wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs or Event merchandise) at or from the Venue;
  - ii. bring any such items into the Venue; or
  - iii. engage or allow any other person to do any of the things referred to in sub-clauses (i) or (ii).
- d. **VAPAC Venue Owner** may give or refuse consent as sought in clause 4(c) above in its sole and absolute discretion, and on such terms and conditions as **VAPAC Venue Owner** reasonably requires. Without limiting any such terms and conditions, the following will apply in any case:
  - i. you must ensure that the Customer's Caterer complies with all reasonable directions of **VAPAC Venue Owner** in relation to the provision of catering services at the Venue;
  - ii. you must indemnify and save harmless **VAPAC Venue Owner** in relation to any claims, expenses or costs of whatsoever kind which **VAPAC Venue Owner** may sustain or incur as a result of any act or omission of Customer's Caterer including any failure on the part of Customer's Caterer to comply with **VAPAC Venue Owner**'s directions and requirements in relation to the provision of catering at the Venue;
  - iii. where the Venue is a licensed venue under the *Liquor Control Reform Act 1998* (Vic) ("**the Act**") for which the Caterer holds the liquor licence, only the Caterer

shall be permitted to supply your Guests with any liquor at or from the Venue;

- iv. where clause 4(d)(iii) does not apply, but you intend to supply your Guests with liquor at or from the Venue:

1. you must provide **VAPAC Venue Owner** with suitable evidence to show that the supply of liquor by you or by the Customer's Caterer (as the case requires) at the Venue is lawful;
2. you must ensure that you and the Customer's Caterer adhere to all laws and to the requirements or conditions imposed by **VAPAC Venue Owner** in relation to the sale or supply of liquor at the Venue including but not limited to the trading hours during which liquor will be supplied; and
3. you must indemnify and save harmless **VAPAC Venue Owner** in relation to any claims, damages, costs or expenses of whatsoever kind sustained or incurred by **VAPAC Venue Owner** in relation to the sale or supply of liquor by you or by the Customer's Caterer including but not limited to any claim brought against **VAPAC Venue Owner** as a result of any breach of the Act.

- e. **[Use if Venue has a liquor licence. Otherwise, delete.]** The Venue is a licensed venue under the Act and must comply with the terms of the Act and the liquor licence. In particular (but not exclusively):

- i. the Caterer applies the principles of responsible service of alcohol and reserves the right to refuse service to any person including unduly intoxicated patrons, disorderly patrons and minors;
  - ii. you will not have any rights against **VAPAC Venue Owner** or the Caterer arising out of the Caterer's application of the principles of responsible service of alcohol including but not exclusively in relation to any service, or refusal of service, or for requiring any of your Guests to leave the Venue; and
  - iii. the Caterer will only supply liquor in accordance with the terms of its liquor licence and in particular will not supply liquor outside the authorised trading hours for the Venue.
- f. Without limiting the preceding provisions, you must ensure that you, and each of your Guests, do not do or fail to do any act, matter or thing that causes **VAPAC Venue Owner** to breach any condition or requirement of any liquor licence or any law (including the Act).

## 5. Looking after the Location

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- a. You must keep the Location in a clean and tidy condition at all times.
- b. You must ensure that you and your Guests do not do any of the following things:
  - i. use any sound, lighting, electrical or other equipment or devices (other than those supplied by **VAPAC Venue Owner**) without the consent of **VAPAC Venue**

**Owner**. You must ensure that any such equipment complies with any relevant Australian Standards and is used only in accordance with any manufacturers' directions;

- ii. bring any scenery, curtains, props or flammable material of any kind to the Venue unless:
    1. they have been fireproofed to the standard required by Victorian laws, and are maintained by you in that fireproofed condition so long as they remain at the Venue; or
    2. you have sought and been granted the written consent of **VAPAC Venue Owner**, which consent may be granted or refused in the sole and absolute discretion of **VAPAC Venue Owner**;
  - iii. do anything to overload any electricity supply to the Location;
  - iv. 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;
  - v. damage, block or remove any sinks, drains, toilets or similar equipment;
  - vi. 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;
  - vii. obstruct or restrict access to any designated exit (whether directly or indirectly); or
  - viii. disobey any reasonable directions or requirements of **VAPAC Venue Owner** including those regarding noise levels (even if they are stricter than the legal or regulatory restrictions).
- c. The Location may not be used for dancing without the approval of **VAPAC Venue Owner**, which approval shall not be unreasonably refused. In the event dancing is approved, you must prepare the floor of the Location first. Before preparing the floor, you must obtain **VAPAC Venue Owner's** approval of the materials to be used for that purpose.
- d. Where **VAPAC Venue Owner** requires that any of its staff, or any specified contractor, be utilised or engaged for any purpose associated with the conduct of the Event, you must utilise or engage that staff member or contractor for that purpose and pay all costs associated with such utilisation or engagement.

## 6. Event Information

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- a. You must promptly inform **VAPAC Venue Owner** of any change to the Event Information provided to **VAPAC Venue Owner** including, but not limited to, changes to any artist or any item or work to be performed. Where such a change occurs you must undertake such further publicity at your own expense as **VAPAC Venue Owner** may require. Alternatively **VAPAC Venue Owner** may elect to undertake such publicity in which case you must pay **VAPAC Venue Owner's** costs and expenses incurred in doing so.

- b. You must advise **VAPAC Venue Owner** immediately if the Event will or is likely to contain adult content or themes, nudity, coarse language and/or special effects including but not limited to haze, smoke, pyrotechnics and strobe lighting.

## 7. Ticket sales

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- a. Unless otherwise expressly authorised by **VAPAC Venue Owner** (which it may in its sole and absolute discretion withhold):
- the sale, printing and distribution of tickets to the Event will be conducted either by or under the supervision and control of **VAPAC Venue Owner** (at the election of **VAPAC Venue Owner**); and
  - the receipts derived from the sale of all tickets will be paid directly to **VAPAC Venue Owner**.
- b. If **VAPAC Venue Owner** has authorised you to conduct the sale, printing and/or distribution of tickets to the Event, then one week prior to the Event you must advise **VAPAC Venue Owner** in writing of the number of tickets sold and the seat locations to which those tickets pertain.
- c. **VAPAC Venue Owner** will retain in trust the receipts derived from the sale of all tickets until the later of the following times:
- the conclusion of the Event, or the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale; and
  - you have paid all sums owing to **VAPAC Venue Owner** whether under this Agreement or otherwise.
- d. You authorise **VAPAC Venue Owner** to deduct any amount payable by you to **VAPAC Venue Owner** (whether under this Agreement or otherwise) from the amounts collected by **VAPAC Venue Owner** and which would otherwise be payable by **VAPAC Venue Owner** to you.
- e. Unless otherwise agreed by **VAPAC Venue Owner**, you must withhold from sale the House Seats specified in the Agreement Details and reserve them for the use of **VAPAC Venue Owner**.
- f. Unless otherwise agreed by **VAPAC Venue Owner**, you must issue any and all holders of a current Victorian Government Companion Card, or equivalent card issued in another State or Territory, with one extra ticket to the Event at no charge and in the same price reserve as the ticket purchased by the Companion Card holder.

## 8. Broadcasting and publication

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- a. 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):

- you must ensure that the intellectual property rights are not infringed;
- you must give **VAPAC Venue Owner** evidence satisfactory to **VAPAC Venue Owner** that you have the right to use the works or material in the manner in which you intend; and
- you must pay all royalties due to the Australasian Performing Right Association or any other body or person in respect of the use of the works or material.

## 9. Advertising and merchandise

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- a. You must not sell or permit to be sold any program or merchandise relating to the Event, or conduct any advertising for the Event, without the consent of **VAPAC Venue Owner**, which consent may be granted or refused at the sole and absolute discretion of **VAPAC Venue Owner**.
- b. You must not display any advertising material in the Venue or surrounds without the consent of **VAPAC Venue Owner**, which consent may be granted or refused at the sole and absolute discretion of **VAPAC Venue Owner**.
- c. You agree that **VAPAC Venue Owner** may (but is not obliged to) undertake such advertising, marketing or other public notification of the Event (including referring to the Customer and the Event) as **VAPAC Venue Owner** determines.

## 10. Other users of the Venue

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- a. **VAPAC Venue Owner** 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 **VAPAC Venue Owner**.
- b. You and your Guests must not do any of the following things:
- disrupt the use of the Venue by anyone else;
  - prevent other people from, or interfere with other people, accessing or using any common areas or other locations in the Venue; or
  - prevent **VAPAC Venue Owner** or anyone authorised by **VAPAC Venue Owner** from entering the Location for reasonable purposes during the Booking Period.

## 11. Safety and security

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- a. 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;
  - the staff and contractors of **VAPAC Venue Owner**; and

- iii. other visitors to, and users of, the Venue.
- b. Smoking is not permitted in the Location. You must ensure that neither you nor your Guests smoke in or in the vicinity of the Location.
- c. You must comply, and ensure that your Guests comply, with:
  - i. **VAPAC Venue Owner's** reasonable requirements and directions affecting safety and security, including but not limited to requirements relating to the engagement of safety and security personnel, the terms of **VAPAC Venue Owner's** emergency and evacuation plan and the terms of any child protection strategy or policy of **VAPAC Venue Owner**;
  - ii. directions given by officers of the police, fire brigade, ambulance service or security services; and
  - iii. all laws relating to occupational health and safety.
- d. You must immediately notify **VAPAC Venue Owner** of any death or injury of any person in the Venue or any damage to property at the Venue during the Booking Period upon becoming aware of such death, injury or damage.
- e. You must not, and you must ensure that your Guests do not, do any of the following things:
  - i. enter any office, kitchen, storage, backstage or operational areas of the Venue which are not within the Location;
  - ii. breach any law;
  - iii. do any act, make any omission or engage in any conduct that prejudices any insurance held by **VAPAC Venue Owner** for the Location or the Venue;
  - iv. 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 **VAPAC Venue Owner** or the owner or occupier of any other premises in the vicinity of the Location or the Venue;
  - v. 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
  - vi. do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause **VAPAC Venue Owner** to suffer any loss, damage or expense or be exposed to any liability.
- f. You must comply with, and ensure that your Guests comply with, any reasonable directions given by **VAPAC Venue Owner** about:
  - i. the number of people allowed to be on the Location;
  - ii. the use of the Location or the Venue;
  - iii. looking after the Location or the Venue; and
  - iv. the provision or completion of an incident report, and/or the provision of information required by **VAPAC Venue Owner** for the purposes of completing any such report.
- g. You must observe and comply with all laws and regulatory requirements applicable to the Event and your use of the

Location, including ensuring that all laws and other requirements relating to occupational health and safety are complied with in respect of all of your Guests, including where such laws or requirements are imposed upon, or apply to, **VAPAC Venue Owner**.

- h. **VAPAC Venue Owner** reserves the right not to admit latecomers to the Event until there arises a suitable break in the Event, the timing of which will to be determined in consultation with you.

## 12. End of Booking Period

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- a. You must vacate the Location by the end of the Booking Period.
- b. At the end of the Booking Period, you must:
  - i. leave the Location in a clean and tidy condition;
  - ii. pay for any damage to the Location, Venue or any facilities or equipment that happened during the Booking Period;
  - iii. remove everything that you or your Guests have brought into the Venue during the Booking Period or in connection with this Agreement;
  - iv. leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that have been used during the Booking Period, and put them back where they were at the start of the Booking Period; and
  - v. otherwise, give the Location back to **VAPAC Venue Owner** in the same condition as the Location was in at the start of the Booking Period.
- c. You agree to reimburse **VAPAC Venue Owner** for any cleaning or other costs **VAPAC Venue Owner** incurs as a consequence of any breach by you of clause 12(b) above.
- d. Without limiting your obligations to remove property from the Venue in accordance with clause 12(b), you agree that if you leave any property at the Venue after the end of the Booking Period ("abandoned property"), **VAPAC Venue Owner** will be entitled, at its option and without further notice to you, to treat the abandoned property as abandoned following which it will become **VAPAC Venue Owner's** property. **VAPAC Venue Owner** may deal with abandoned property in any way it deems appropriate. If **VAPAC Venue Owner** chooses to remove and dispose of such abandoned property, **VAPAC Venue Owner** may recover the costs of such removal and disposal as a liquidated debt payable by you on demand. **VAPAC Venue Owner** shall not be liable to you for any loss or damage resulting from the disposal of abandoned property and you must indemnify **VAPAC Venue Owner** in respect of any and all claims, liabilities, losses, costs or expenses arising out of the **VAPAC Venue Owner's** disposal of, or other dealing with, the abandoned property. The parties intend that this clause shall apply to abandoned property in place of any legislation that might otherwise apply to good remaining on premises.
- e. You must provide any information requested by **VAPAC Venue Owner** relating to the event, including any

information required to determine the amount of any Fees & Charges.

ii. for not less than the Public Liability Insurance Amount per occurrence during the Booking Period (or while you or your Guests are at the Venue, if outside the Booking Period).

### 13. Liability

- a. You use the Location, and invite your Guests and other people to the Location, at your own risk.
- b. You agree that, except in the event of negligence by **VAPAC Venue Owner**, its servants or agents, **VAPAC Venue Owner** is not liable for, you release and discharge **VAPAC Venue Owner** in respect of and you indemnify **VAPAC Venue Owner** against, any costs, expenses, action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against you, **VAPAC Venue Owner** or someone else) arising directly or indirectly in respect of any of the following:
  - i. your Event;
  - ii. your acts, omissions and conduct;
  - iii. your use of, or presence at, the Location;
  - iv. any act, omission, conduct or occurrence for which you are responsible under this Agreement;
  - v. 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;
  - vi. a cancellation or postponement of the Event or part of the Event; or
  - vii. any loss of property or personal injury suffered by any of your Guests.
- c. To the maximum extent permitted by law, if the goods or services supplied by **VAPAC Venue Owner** under this Agreement are subject to warranties or terms implied by statute, general law, international convention or custom:
  - i. that can be excluded, restricted or modified by contract – they are hereby excluded; and
  - ii. that cannot be excluded, restricted or modified by contract – the liability of **VAPAC Venue Owner** for breach of any such warranty or term will be limited at the option of **VAPAC Venue Owner** (as the case requires) to:
    - 1. in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and
    - 2. in the case of services, the supply of the services again or payment of the cost of supplying the services again.
- d. This Agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Victoria and in and by the Courts of Victoria.

### 14. Insurance

- a. You must effect and hold public liability insurance indemnifying you and **VAPAC Venue Owner**:
  - i. 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. You must also effect and hold any workers' compensation insurance required by law for any person employed or engaged 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 this Agreement (see clause 2) or otherwise in respect of the Event.
- c. You must also effect and hold insurance covering you for loss or damage to any property which you bring into the Venue.
- d. The insurances required by clauses 14(a), 14(b) and 14(c) above must be on terms satisfactory to **VAPAC Venue Owner**.
- e. You must give **VAPAC Venue Owner** evidence satisfactory to **VAPAC Venue Owner** that you hold the insurances required by clauses 14(a), 14(b) and 14(c) above:
  - i. by the Event Information Due Date specified in the Agreement Details; and
  - ii. at any other time **VAPAC Venue Owner** asks.
- f. If you do not give **VAPAC Venue Owner** evidence satisfactory to **VAPAC Venue Owner** that you hold the insurances required by conditions clauses 14(a), 14(b) and 14(c) above by the Event Information Due Date specified in the Agreement Details **VAPAC Venue Owner** may but is not obliged to arrange such insurances at your expense. In that case you must cooperate with **VAPAC Venue Owner** by completing any required proposal forms and paying any prescribed premiums on request by **VAPAC Venue Owner**.

### 15. Cancellation of this Agreement

- a. You cannot cancel this Agreement once you have signed it. If you do not hold the Event or do not use the Location for any or all of the Booking Period, you must still make the payments that this Agreement requires you to make.
- b. The following table explains when **VAPAC Venue Owner** may cancel this Agreement and the consequences of cancellation.

<b><i>How this Agreement may be cancelled</i></b>	<b><i>Consequences of cancellation</i></b>
By <b>VAPAC Venue Owner</b> giving notice before the Event Information Deadline.	You are entitled to a refund of any money you have paid as an Event Prepayment or for Fees & Charges under this Agreement, but you do not have any other claim against <b>VAPAC Venue Owner</b> , including in its capacity as Caterer if acting in such capacity.
By <b>VAPAC Venue</b>	You are entitled to a refund of any money you have paid as an Event Prepayment or for Fees

<b>How this Agreement may be cancelled</b>	<b>Consequences of cancellation</b>
<p><b>Owner</b> giving notice, even after the Event Information Deadline or during the Booking Period, due to any of the following:</p> <ul style="list-style-type: none"> <li>the Location or Venue being resumed, requisitioned or required for a public purpose;</li> <li>the Location or Venue being damaged or destroyed so that <b>VAPAC Venue Owner</b> considers the Location or Venue unsuitable for use under this Agreement;</li> <li>the occurrence of a Force Majeure Event; or</li> <li>an emergency, danger of damage to people or property or other act or event outside <b>VAPAC Venue Owner's</b> direct control as a result of which <b>VAPAC Venue Owner</b> considers the Location or Venue should not be used under this Agreement.</li> </ul>	<p>&amp; Charges under this Agreement, but you do not have any other claim against <b>VAPAC Venue Owner</b>, including in its capacity as Caterer if acting in such capacity.</p>
<p>By <b>VAPAC Venue Owner</b> giving notice, even after the Event Information Deadline or during the Booking Period, due to a breach by you or your Guests of any of the Terms or Conditions of this Agreement.</p>	<p>You are not entitled to a refund of any money. You must still pay the Event Prepayment, Fees &amp; Charges, Catering Fee, any fee due for Additional Services, and any other sum that has become owing under this Agreement at the time of your breach, in full.</p>

- b. For the purpose of this 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 Customer's Authorised Agent.
- c. Without prejudice to any other means of giving notice any notice given under this Agreement shall be sufficiently given:
- to you if addressed to you or the Customer's Authorised Agent and served personally on you or the Customer's Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details; and
  - to **VAPAC Venue Owner** if addressed to **VAPAC Venue Owner** or **VAPAC Venue Owner's** Authorised Agent and served personally on **VAPAC Venue Owner** or **VAPAC Venue Owner's** Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details.

## 18. Privacy

- a. **VAPAC Venue Owner** may collect your personal information so that we can administer your request to book the Location at the Venue for your event. We will not disclose your personal information to any other person unless we are required to by law or you have given your consent.
- b. By completing and signing this form and returning it to **VAPAC Venue Owner**, you give us your consent to manage your personal information in the manner described in **VAPAC Venue Owner's** Privacy Statement and in this Agreement.
- c. **VAPAC Venue Owner** respects the privacy of all customer and business contacts and is committed to compliance with the Australian Privacy Principles (APPs) in the *Privacy Act 1988* (Cth) and the Information Privacy Principles (IPPs) in the *Information Privacy Act 2000* (Vic) (to the extent that each apply to **VAPAC Venue Owner**).
- d. When collecting personal information from third parties **VAPAC Venue Owner** may provide the third parties with the choice to opt-in to having their personal information shared with you.
- e. **VAPAC Venue Owner** 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:
- the third party's personal information may only be used for the purpose for which the personal information was disclosed to you by **VAPAC Venue Owner**, and for which the third party has provided their consent;
  - you will not disclose the personal information to anyone unless **VAPAC Venue Owner** has provided express consent for such disclosure to occur;

- c. Save as provided in clause 15(b), you agree that you will not be entitled to, and shall not make any claim for, damages or other compensation arising out of the cancellation of this Agreement in accordance with clause 15(b).

## 16. Non-continuous Booking Period

- a. If the Booking Period is or includes two or more non-continuous periods, this Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that clause 12 applies at the end of the each of those periods (not just the last one).

## 17. Agency

- a. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on behalf of **VAPAC Venue Owner** will be sufficiently taken or given if taken or given by **VAPAC Venue Owner's** Authorised Agent.

- iii. **VAPAC Venue Owner** will only provide such consent when the third party has provided such consent to **VAPAC Venue Owner**; and
- iv. you will include a prominent opt-out option on any promotional material sent to third parties obtained through personal information provided by **VAPAC Venue Owner**. 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.

## 19. Special Conditions

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- a. If any special conditions are set out in the Agreement Details, those special conditions those special conditions are incorporated into this Agreement and the parties must comply with each such special condition. To the extent of any inconsistency between these Terms and Conditions and any special condition, the special condition shall prevail.

## 20. General

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- a. This Agreement does not create a relationship of employment, agency or partnership between the parties.
- b. You must not assign, transfer or sub-contract any of your rights or obligations under this Agreement without the prior written consent of **VAPAC Venue Owner** (which **VAPAC Venue Owner** may withhold in its absolute discretion or grant subject to any conditions it deems appropriate).
- c. This Agreement may only be altered or modified in writing signed by both parties.

## 21. GST

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- a. For the purpose of this clause 21:
  - i. "GST" means GST within the meaning of the GST Act;
  - ii. "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - iii. expressions set out in italics in this clause 21 bear the same meaning as those expressions in the GST Act.
- b. To the extent that a party makes a *taxable supply* in connection with this Agreement, except where express provision is made to the contrary, and subject to this clause, the consideration payable by a party under this Agreement represents the *value* of the *taxable supply* for which payment is to be made.
- c. Subject to the delivery of a *tax invoice*, if a party makes a *taxable supply* in connection with this Agreement for a consideration which, under clause 21(b) represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- d. A party's right to payment under clause 21(c) is subject to a valid *tax invoice* being delivered to the *recipient* of the *taxable supply*.
- e. This clause 21 will survive termination of this Agreement and will continue to bind the parties notwithstanding any such termination.

## 22. Definitions

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- a. **Additional Services** means goods or services provided by **VAPAC Venue Owner** to the Customer and/or used by the Customer for which no fee, charge or method of calculation of a fee or charge is set out in **VAPAC Venue Owner's** Schedule of Fees and Charges as in effect from time to time.
- b. **Agreement** means the Agreement Details and the Terms and Conditions.
- c. **Agreement Details** means the details set out under the heading Agreement Details in this Agreement.
- d. **Booking Period** means the booking period specified in the Agreement Details.
- e. **Caterer** means the person or entity appointed or approved by **VAPAC Venue Owner** to provide catering services at the Venue (or if there is no such person or entity, means **VAPAC Venue Owner** itself) and also includes any person who holds a liquor licence for the Venue (which may be **VAPAC Venue Owner** itself).
- f. **Catered Event** means an Event at which you intend for you or your Guests to:
  - i. supply or be supplied with wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Venue; and/or
  - ii. bring any such items into the Venue.
- g. **Catering Fee** means:
  - i. the sum charged by the Caterer to you or to **VAPAC Venue Owner** for the supply of all catering goods and services ordered by you or provided to you for the Event; **less**
  - ii. the Catering Prepayment you have paid.
- h. **Catering Prepayment** means the greater of the following:
  - i. the Catering Fee;
  - ii. the Caterer's estimate of the Catering Fee; or
  - iii. **VAPAC Venue Owner's** estimate of the Catering Fee.
- i. **Catering Requirements** means confirmation of the number of serves and type of catering required.
- j. **Customer** means the customer specified in the Agreement Details.
- k. **Customer's Authorised Agent** means the customer's authorised agent specified in the Agreement Details.
- l. **Event Information** means the information referred to in the Agreement Details and any additional information sought in any questionnaire, form or other request by **VAPAC Venue**

- Owner** in respect of the Event including but not limited to the setup, catering and ticketing requirements for the Event.
- m. **Event Prepayment** means the amount shown in the Agreement Details if it is indicated there that an Event Prepayment is payable. (Any Event Prepayment paid is credited against the final account.)
- n. **Event** means the event specified in the Agreement Details.
- o. **Fees & Charges** means the aggregate of the amounts chargeable under the Schedule of Fees and Charges determined by **VAPAC Venue Owner** 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. A copy of the current Schedule of Fees and Charges is attached to this Agreement for guidance purposes only and may be varied by **VAPAC Venue Owner** from time to time in its sole and absolute discretion.
- p. **Force Majeure Event** means anything outside **VAPAC Venue Owner's** reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, act of god, labour dispute, labour shortage, failure or delay in transportation or act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or governmental agencies) which renders **VAPAC Venue Owner** incapable of complying with any requirement of this Agreement.
- q. **Guests** (including "your Guests") means Event ticketholders, Event attendees, your members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons you allow or invite into the Location whether expressly or impliedly.
- r. **Location** means the part of the Venue specified in the Agreement Details.
- s. **VAPAC Venue Owner's Authorised Agent** means the **VAPAC Venue Owner's** Authorised Agent specified in the Agreement Details.
- t. **Public Liability Insurance Amount** means the public liability insurance amount specified in the Agreement Details.
- u. **Venue** means the **VAPAC Venue Owner** facility or premises specified in the Agreement Details.
- v. **we/us** means **VAPAC Venue Owner**.
- w. **you/your** means the Customer.

and "including" are not words of limitation; (v) words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa; and (vi) a reference to any legislation, statutory instrument or regulation shall be a reference to such legislation, statutory instrument or regulation as amended or replaced from time to time and must be construed in accordance with the Acts Interpretation Act 1901 (Cth) (or the equivalent State legislation, as applicable).

## 23. Interpretation

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- a. In this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; (iii) a reference to this Agreement includes any schedules or annexures; (iv) "include", "includes"