

Terms and Conditions of Hire

REVISED August 2023

These Terms and Conditions of Hire should be read together with the attached Venue Hire Licence Agreement and Associated Schedules.

It is agreed as follows:

Part One Licence

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| Grant of licence | 1 | The Venue grants to the Hirer a non-exclusive licence to occupy and use the Venue/s and the additional rooms for the purpose of presenting the Event and/or Performances and related Rehearsals on the date(s) as specified in Schedule 1 – Offer of Dates. |
| No other licence | 2 | The grant of the Licence by the Venue and the enjoyment of the Licence by the Hirer is on and subject to the terms of this Agreement. Unless expressly provided for in this Agreement no other right or Licence is granted to the Hirer. |
| Not assign | 3 | A party shall not assign, sell, transfer, delegate, licence, mortgage, charge or otherwise encumber this Agreement or any licence, right, obligation or authority hereby granted unless the other party to this Agreement has previously approved such action in writing. The other party shall not unreasonably withhold consent under this clause. |
| No partnership, no tenancy herein | 4 | The full agreement between the parties is contained in this Agreement and its Schedules and Appendices and nothing shall be deemed to constitute a partnership between the Venue and the Hirer or to create a relationship of landlord and tenant between the parties. |
| Term of licence | 6 | the Licence Period commences at the Start Date and expires at the End Date as set down in Schedule 1 – Offer of Dates. Exact access times will be as agreed by correspondence. |
| Additional rooms | 7 | the Hirer may use additional rooms and/or additional facilities only as expressly permitted by the Venue. |

Part Two Definitions

- Definitions 8 In this Agreement the following definitions apply:
- a) **“Agreement”** means this Agreement including each schedule and appendix and annexure;
 - b) **“Business Day”** means Monday to Friday excluding public and bank holidays in Victoria;
 - c) **“Centre”** means the Venue at *750 Mount Alexander Road, Moonee Ponds, VIC, 3039* and includes all equipment, fixtures, furnishings and fittings in those areas;
 - d) **“Start Date”** means the first day of the Licence Period specified in Schedule 1 – Offer of Dates;
 - e) **“Effective date”** means the date of signing this Agreement;
 - f) **“Event and/or Performances”** means the function, show, exhibition, display, theatrical production, presentation, sporting event, celebration, promotion, commemoration or other event identified in Schedule 1 – Offer of Dates;
 - g) **“End Date”** means the last day of the Licence Period specified in Schedule 1 – Offer of Dates;
 - h) **“Fees, charges, costs,”** includes, without limitation, the Hiring Fee, labour costs, service charges, service fees, costs of consumables, fire service fees, and other fees and charges levied or incurred by the Venue directly or indirectly relating to the Event and/or Performances;
 - i) **“Force majeure”** means a circumstance beyond the reasonable control of a party that occurs without the action, fault or negligence of the party affected. Such a circumstance may be civil disturbance, war, strike or act of God;
 - j) **“GST”** means the goods and services tax imposed on the supply of goods and services pursuant to A

New Tax System (Goods and Services Tax) Act 1999, as amended and any other value added tax or tax on consumption, goods or services;

- k) **“Licence Period”** means the access times identified and agreed to in the Production requirements form;
- l) **“Venue”** means Moonee Valley City Council – Clocktower Centre;
- m) **“Hirer”** means the Hirer of the Clocktower Centre;
- n) **“Loss”** includes claims, demands, actions, damages, costs, losses and expenses;
- o) **“Program”** means a printed program containing information relevant to the Event and/or Performances;
- p) **“Staff”** means the Venue’s staff designated by the Venue to assist in presenting the Event and/or Performances;
- q) **“Strike”** means the cessation of work arising from a dispute between an employer and employee or employees and includes bans or limitations on work imposed by employees or a partial or total cessation of work approved by a registered industrial association of employees;
- r) **“Transaction fees”** include costs and duties charged by financial institutions for the receipt of funds via the banking network;
- s) **“Use”** means any rehearsal, set-up time or other use of the Venue/s or Centre incidental to an Event and/or Performance;
- t) **“Venue”** means the venues in the Centre identified in Schedule 1 – Offer of Dates.

Part Three Payments

Consideration, Staff, Labour, Facilities, Equipment	9	<p>As consideration for the Venue's Grant of Licence hereunder, the Hirer shall pay to the Venue such fees, changes and costs associated with its use of the Venue/s including but not limited to costs of all staff provided, cost of facilities, technical equipment, consumables or other technical items required to stage the event, and such sums shall become the property of the Venue.</p> <p>An outline of fees, charges and costs are specified in Schedule 2 – Applicable Rates. Costs of non-listed items can be provided on application.</p>
Promotion, publicity	10	<p>The Venue shall at the conclusion of the Licence period, or at such other time as may be nominated in writing by the Venue, pay to the Venue the costs of providing promotion, advertising, publicity and/or any other services or items requested by the Hirer.</p>
Late finish	11	<p>On the occasion of any Event and/or Performance or use continuing beyond the agreed End Time as set out in the agreed production schedule the Hirer shall pay to the Venue if so demanded the further sum determined by the Venue for each half of one hour or part thereof during which the time overrun occurs.</p>
Deposit	12	<p>The Hirer shall pay \$500 non-refundable deposit on each booking, due with the return of executed contract. Bookings are only confirmed upon receipt of the signed contract, a certificate of currency of Public Liability Insurance, and the non-refundable deposit.</p>
Security deposit (bond)	13	<p>The Hirer shall pay a security deposit if requested. The Venue may retain all or any part of the security deposit to make good any damage caused by the Hirer or occurring as a result of the Hirer's use of the Centre. This clause does not limit any other provision of this Agreement.</p>
G.S.T.	14	<p>The supply of goods and/or services under this Agreement by the Venue to the Hirer is a taxable supply and such goods and services tax (GST) is the costs for the Venue to supply goods and/or services liability of the Hirer. The fees, prices, charges and to the Hirer as set out in the Schedules and/or</p>

Appendices hereto represent the full amount of the fees, prices, charges and costs payable by the Hirer to the Venue.

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| Late Hire | 15 | The Hirer shall pay 100% of estimated cost if booking made within 30 days of first hire date. \$500 of that Tax Invoice will be considered as the non-refundable deposit. Bookings in these circumstances are only confirmed upon receipt of this signed contract, a certificate of currency of Public Liability Insurance, and the 100% estimated cost Invoice payment. |
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Part Four Use of Venues and the Centre

Venue's obligations	16	The Venue has obligations under this Agreement that apply only to those areas of the Centre used by the Hirer under the terms of this Agreement or used with the express consent of the Venue. The Venue shall take all reasonable steps to:
Provide facilities, Equipment, services	16.1	provide at the Hirer's costs such facilities, equipment and services as agreed by the Hirer and the Venue;
Hirer's staff access	16.2	provide all the employees and contractors of the Hirer with access to the Venue/s for the purposes of fulfilling their duties to present the Event and/or Performances;
Event staff	16.3	be solely responsible for all personnel provided by the Venue who will remain the employees or contractors of the Venue and are subject to the sole direction of the Venue. Any and all involvement of any additional personnel who are not employees or contractors of the Venue shall be subject to the consent of the Venue being granted in each and every instance and such consent shall not be unreasonably withheld;
Public access	16.4	ensure access to the Venue to members of the public to attend the Event and/or Performances;
Refusal of admission	16.5	be solely responsible for accepting the surrender of tickets of admission to the Event and/or Performances before a person is allowed to enter the Venue and the Venue shall have the right to refuse to admit any person not surrendering a valid ticket of admission for the Event and/or Performances;
Hirer's Obligations	17	The Hirer shall have obligations under this Agreement that apply to all areas of the Centre used by the Hirer or its employees and contractors with or without the consent of the Venue. The Hirer shall take all reasonable steps to:
No award breach	17.1	not breach or allow to be breached any relevant industrial award or agreement applying to work practices in the Centre;
No rights infringement	17.2	not infringe or breach or allow to be infringed or breached any copyright, performing right or any

		industrial or intellectual or other protected right in connection with the Event and/or Performances at the Centre;
No hindrance	17.3	not hinder or obstruct any member of the police force, ambulance service, fire brigade or any emergency service or any employee or contractor of the Venue in the performance of their duties in any part of the Centre;
Proper conduct	17.4	conduct itself and ensure its employees and contractors conduct themselves in a proper orderly and lawful manner that does not constitute riotous disorderly or improper behaviour, nor permit or suffer any person to conduct themselves in a riotous disorderly or improper manner in or about the Centre, nor permit or suffer to be done in or about the Centre or its environs any act matter or thing which may prejudice the reputation of the Centre or the Venue;
Compliance with laws	17.5	comply with the all laws regulations, and requirements of state and local governments, statutory authorities and with all notices, orders or directions given by any statutory or public authority in respect to the Hirer's use of the Centre;
Hazard Identification		a) comply with Australian Standard (AS/NZ ISO 31000:2009) and the Occupational Health and Safety Act 2004 (Vic), a Hazard Identification process must be carried out for every production and event.
Child Safety	17.6	Moonee Valley City Council is committed to child safety and well-being a) All hirers must comply with the Child Wellbeing Act 2005 and associated legislation, the Workers Screening Act 2020 and the Victoria Child Safe Standards, insofar as these are applicable for their activities b) The Child Safe Standards are compulsory for all organisations providing services to children and young people. The Hirer will, upon Council request, provide evidence of compliance with the Child Safe Standards c) The hirer will, upon request, provide evidence of compliance with the Workers Screening Act 2020 (Working with Children Check)

- d) Hirers are responsible for the supervision of all children present at their booking and should be mindful of other groups using the Clocktower Centre concurrently with their booking.
- National Redress Scheme 17.7 In accordance with the National Redress Scheme Institutional Child Sexual Abuse Act 2018, the hirer acknowledges that in the event that they are named in an application for redress they will comply with joining the Scheme
- a) The hirer agrees to inform the Centre if they are named in an application for redress without undue delay. For further information please go to: <https://www.nationalredress.gov.au/>
- Compliance with policies 17.8 comply with all policies and procedures adopted from time to time by the Venue concerning the use of the Centre as notified to the Hirer by the Venue including but not limited to:
- Catering & food Centre;
- a) not allowing the sale of any food or beverage in the Centre and not allowing the consumption of food or drink from external suppliers in the public areas of the Centre;
- Fire Exits & Fire extinguishers
- b) ensuring that access to fire exits and extinguishers is maintained at all times. This includes aisles in the auditorium and paths of travel in the backstage areas. Therefore prams, chairs, camera tripods or standing in the aisles is not permitted and clear pathways must be established and maintained in the backstage areas;
- Electrical Safety
- c) not bring into the centre any electrical equipment that has not been tested and tagged in accordance with relevant safety regulations. If time permits, equipment can be tested and tagged on site by qualified staff and the cost of this will be passed on to the Hirer;
- Firearms, explosives, flammable substances, pyrotechnics, chemicals, gases
- d) not bring nor allow to be brought into nor assemble or manufacture in the Centre any firearms, explosives, flammable substances, pyrotechnics, chemicals or other substances except as agreed in writing by the Venue to be necessary for the Event and/or Performances

provided always that the Hirer shall not allow or permit any event, performance, use or act in the Centre that could cause injury to any person or property;

All firearms and bladed weapons – real or imitation – can only be used under agreed (between venue and hirer) supervision and secured while at the Clocktower Centre.

A Clocktower Centre staff member must be appointed as the dedicated fire warden for the duration of the use of naked flame on stage.

Noise policy

- e) ensuring that company members and audience are not exposed to excessive noise levels and that the noise level does not exceed the standard as outlined in OH&S regulations;

No smoking

- f) not allowing any person to smoke in the Centre;

Cigarette smoking on stage is permitted only if agreed in writing by the Venue to be necessary for the Event and/or Performances; and provided always that the Hirer ensures:

- i) alternatives to cigarettes containing tobacco are used; for example, herbal, electronic or fake cigarettes
- ii) a written procedure regarding how it is lit and how it is extinguished is submitted prior to the performance

Compliance with directions 17.9

comply with any requirement or reasonable direction given by the Venue in relation to use of the Centre including but not limited to:

No animals

- a) not allow animals to be brought into the Centre unless previously approved in writing by the Venue;

No sales

- b) not allow or make any monetary collections or offer for sale any article in the Centre unless previously approved in writing by the Venue;

Hot work

- c) welding, angle grinding or the use of some power tools can cause problems with our fire

		alarms and require written approval by the Venue before use
Offensive behaviour		d) not do or allow to be done anything in the Centre that, in the opinion of the Venue, is noxious or audibly or visually offensive or a nuisance;
Observation of requirements Licenced premises	17.10	not do or suffer to be done any act or thing in or about the Centre that may contravene the terms and conditions of any licence or permit held by the Venue in respect of the supply and sale of drinks, food or other commodities and the Hirer shall comply with and carry out all lawful directions of the Liquor Licensing Commission, local government authority or any relevant authority whether such directions are given to the Venue or to the Hirer;
Licenced area		a) ensure that all company members only consume alcohol in the Licenced area of the Centre noting the backstage area is not part of the Licenced area
Permits, licences certificates	17.11	not cancel or do anything to jeopardise or make forfeit any licence, permit or authorisation held by the Venue and required for the operation and use of the Centre;
No signs	17.12	not display any signage in or on any part of the Centre other than as expressly permitted by the Venue and only in the locations and by the methods nominated by Venue;
Damage	17.13	report promptly any damage to any part of the Centre or to any article or thing supplied or provided in connection with the Hirer's use of the Centre and shall make good any such damage at its expense;
Alterations, additions	17.14	not make or allow to be made any alterations or additions to the structure, fittings, decorations or furnishings of any part of the Centre without first obtaining the written approval of the Venue. Only employees and/or contractors approved by the Venue shall carry out any approved alterations or additions and only in accordance with specifications and plans approved by the Venue.
Additional fittings	17.15	not add any fittings, furnishings or decorations to any part of the Centre unless such additions has been approved in writing by the Clocktower Centre and the

Hirer shall remove all such additions prior to the end of the Licence Period or sooner if directed by the Venue;

Additional electrical	17.16	not bring any heavy articles of machinery or equipment or and heavy equipment any electrical cables, electrical distribution panels, lights, projectors or other electrical installation equipment or fittings into the Centre without first obtaining the written approval of the Venue and not load any floor, stage, lift or other mechanical equipment beyond their capacities;
Qualified operators	17.17	ensure that its employees and contractors are appropriately qualified to operate any mechanical, electrical or electronic equipment in the Centre and that only Licenced personnel prepare or operate any permitted pyrotechnic effects;
Insurance	17.18	maintain public liability insurance cover for at least \$20,000,000.00 for the whole of the Licence Period and provide to the Venue prior to the Licence Period evidence of the currency of such insurance cover.
Venue's insurance	17.19	not do or allow to be done anything in the Centre, or bring to or store in the Centre any item, which increases or may increase the premiums payable for any insurance policies in connection with the Centre.
Venue's sponsorship arrangements	17.20	not do or allow to be done anything in the Centre, nor bring to the Centre any item, that contravenes or may damage or harm any sponsorship agreement or arrangement that the Venue may enjoy.
Printed Promotional Material	17.21	ensure that all advertisements, posters and other promotions relating to the Event and/or Performances comply with all relevant laws and codes. All printed promotional material must contain the Centre's logo, and correct name, address, and contact details;
Removal of scenery, effects	17.22	remove from the Centre all scenery, curtains, stage properties, costumes, goods and effects of the Hirer prior to the end of the Licence Period or at some other time approved in writing by the Venue;
Security services	17.23	not without first obtaining the Venue's written consent arrange for or use any security services or staff other than the security services and staff provided by the Venue;

Next user	17.24	allow the Venue's employees and agents to hang cloths or scenery, store, build and fit up stage sets, conduct auditions and rehearsals or otherwise use the Centre to prepare for the next event, production or performances to be held at the Centre;
Use of Centre	17.25	not use the Centre for any purpose other than for the Event and/or Performances and related Rehearsals specified in Schedule 1;
Vacation of Centre	17.26	leave the Centre in a clean and proper condition at the end of the Licence Period to the satisfaction of the Venue and remove any approved alterations or additions and make good any damage to the Centre caused by that removal and reinstate the Centre to its former condition to the satisfaction of the Venue. Additional cleaning costs may be charged to the Hirer at the discretion of the Venue;

Part Five Programs, Merchandise, Recording, Broadcasting, Photography

No sale	18	The Hirer shall not offer to sell, sell or allow to be sold any programs or merchandise other than in accordance with conditions set out in this Agreement or as expressly permitted by the Venue in writing.
Hirer's obligations	19	The Hirer shall ensure that programs or merchandise are sold only by Venue employees unless agreed otherwise in writing by the Venue and the Hirer shall be liable for the wages and any other costs associated with the provision of such staff by the Venue. The Hirer further undertakes to provide three copies of the Event and/or Performances program specific to the Licence Period to the Venue at no cost to the Venue.
Other party	20	The Hirer may with the Venue's prior written consent, enter into an agreement with a third party for the sale of programs and/or merchandise and shall provide to the Venue the third party's written agreement to be bound by this Agreement insofar as it is relevant.
Commission	21	The Venue shall retain a percentage commission of the gross sales earned from the sale of programs and merchandise as set out in Schedule 2 – Applicable Rates. The Hirer will provide to the Venue a statement of the gross sales and commission amounts. The Hirer shall provide the commission amount to the Venue's staff in cash or via EFT at the end of each day of the Licence Period.
Program contents and credits	22	The Hirer shall ensure that printed programs for the Event and/or Performances include such information as may reasonably be required by the Venue including but not limited to venue credits, emergency exit plans, disclaimers and conditions, and the Hirer shall ensure that the programs' contents do not bring the Centre or the Venue into disrepute.
Recording, broadcasting, photography	23	The Hirer must not without the required rights clearances and the prior written consent of the Venue cause or allow any recording, film, telecast, broadcast or photographic record to be made in or around the Centre and the Venue may at its sole discretion grant such consent on specific terms and conditions.

Consent given	24	If the Hirer has obtained the relevant rights, and the Venue grants its written consent under Clause 40, the Hirer shall publicise and credit in each instance and at every opportunity that any recording, film, telecast, broadcast or photograph was staged at the Centre and if any recording, film, telecast, streaming, broadcast or photograph is used for commercial purpose the Hirer shall pay to the Venue a fee of five percent (5%) of the total account for the Event and/or Performances which will be included on the final invoice.
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Part Six Postponement, Cancellation

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| Postponement | 25 | <p>If the Hirer wishes to postpone its booking at any time prior to the Licence Period:</p> <ul style="list-style-type: none"> a) the Hirer shall promptly notify the Venue in writing of its intention to postpone the booking of the Licence Period, and the Venue shall assess if the dates on which the Hirer now wishes to present the Event and/or Performances are available; and b) if the alternate dates are not available, the Venue shall promptly notify the Hirer and the booking of the Licence Period shall be considered cancelled and the provisions of Clause 26 b) shall apply; c) if the alternate dates are available, this Agreement shall be deemed to be varied by inserting a new Licence Period in Schedule 1 – Offer of Dates, but otherwise shall remain in full force and effect. |
| Cancellation | 26 | <p>If the Hirer wishes to cancel its booking at any time prior to the Licence Period for reason not pursuant to a Declared Health Emergency (such as what was experienced with COVID-19):</p> <ul style="list-style-type: none"> a) the Hirer shall promptly notify the Venue in writing of its intention to cancel the booking of the Licence Period; b) the Hirer shall pay to the Venue on demand all costs and expenses incurred by the Venue in providing and preparing the venue for the Event and/or Performances including the costs of marketing, refunding ticket purchases (inc staff time) and all other actions arising as a result of the failure of the Hirer to conduct the Event and/or Performances. |

CANCELLATION	
Where event is not postponed	Deposit forfeited
Notification 2 – 6 months prior to event	50% of Venue Hire Fee
Notification 1 - 2 months prior to event	75% of Venue Hire Fee
Notification within 1 month of event	100% of Venue Hire Fee

Part Seven Indemnities, Exclusion of Liability

- Indemnities 27 The Hirer agrees to indemnify and keep indemnified the Venue from and against all claims or loss suffered or incurred directly or indirectly by the Venue caused or contributed to by the negligence of the Hirer, its employees and contractors, including but not limited to claims arising from or concerning:
- a) any accident, damage or injury to or loss of property in the Centre;
 - b) Any accident, damage or injury suffered by any person or to the property of any person in or about the Centre;
 - c) the sale of tickets;
 - d) any breach by the Hirer of this Agreement;
 - e) the failure by the Hirer to obtain any necessary licence, authority or consent;
 - f) installation and removal of any additional fittings, decorations or furnishings including without limitation stage and seating;
 - g) the engagement of artists, performers and other personnel required for the Event and/or Performances;
 - h) the transportation of the personnel, equipment, fittings, scenery, curtains and materials necessary for the Event and/or Performances;
 - i) any action or negligence of the Hirer or its employees or contractors;
 - j) the quality, nature, content, duration or expectation of the Event and/or Performances, or any change to them;
 - k) the consideration or implementation by the Venue of any requests made by the Hirer in relation to the Event and/or Performances;

- l) the non-payment of any money due from the Hirer to the Venue.

The Hirer's obligation shall be subject to an obligation on the Venue to take all reasonable steps to mitigate any relevant loss or damage, and the Hirer's liability is reduced proportionally to the extent that a negligent act or omission of the Venue or its employees has contributed to the injury, damage or loss.

No warranty of suitability	28	The Hirer acknowledges that the Venue gives no warranty that the Centre or any part thereof will be suitable for the purpose of staging the Event and/or Performances, and that the Venue shall not be liable for any loss suffered by the Hirer as a consequence of staging the Event and/or Performances except to the extent that any personal injury, illness or the death of any person is caused or contributed to by acts or omissions of the Venue.
Hirer's risk of entry and use	29	The Hirer agrees to enter and use the Centre or any part thereof at its own risk and releases the Venue from any and all claims and demands of any kind and from any liability that may arise in respect of any accident, damage or injury occurring to any person or property in or about the Centre associated with the Event and/or Performances, except to the extent that any personal injury, illness or the death of any person is caused or contributed to by acts or omissions of the Venue.
No responsibility for selection of works	30	Any power, right or discretion conferred on the Venue under any of the provisions of this Agreement shall not be deemed to impose upon the Venue any responsibility for the selection of the work or works to be performed or presented by the Hirer during the Licence Period.
Extent of exclusions	31	<p>To the extent permitted by law, all liability under the provisions of statutory or implied condition or warranty is excluded, but any liability which cannot legally be excluded is limited to:</p> <ul style="list-style-type: none">a) in the case of goods:-<ul style="list-style-type: none">i) the replacement of the goods or the supply of equivalent goods and the payment of the cost of such replacement or supply; or

- ii) the repair of the goods and the payment of the cost of such repair of the goods; and
 - b) in the case of services:-
 - i) the supply of the services again; or
 - ii) the payment of the cost of having the services supplied again

except to the extent that any personal injury, illness or the death of any person is caused or contributed to by acts or omissions of the Venue.

Consequential loss	32	The Venue is not liable for indirect, special or consequential loss of the Hirer irrespective of how or why the loss is suffered or incurred, except to the extent that any personal injury, illness or the death of any person is caused or contributed to by acts or omissions of the Venue.
Force majeure	33	The obligation of a party, other than the obligation to pay money, is suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by Force Majeure.
Affected by force majeure	34	<p>A party affected by Force Majeure shall:</p> <ul style="list-style-type: none">a) promptly give to the other party full particulars of the Force Majeure and the manner in which its obligations under this Agreement are prevented or delayed; andb) promptly and diligently take appropriate action to enable it to perform those obligations prevented or delayed by Force Majeure except that the party is not obliged to settle a strike, lockout or other labour supply difficulty.

Part Eight Venue's Reserved Rights

Venue's reserved rights	35	<p>The Venue shall reserve, under its discretionary control, certain rights, including the following:</p> <ul style="list-style-type: none">a) the right to make all directions and take all actions relating to the use of the Centre by the Hirer, its employees or contractors;b) the right for the Venue and its employees, nominees and contractors to have access to the Centre at all times for the purpose of carrying on the business of the Venue;c) the right to issue passes or authorities permitting specified persons to have access to specified areas of the Centre including areas used by the Hirer in connection with the Event and/or Performances;d) the right to direct crowd control measures, safety and security systems and procedures and the Centre's evacuation procedures;e) the right to remove from use any items of equipment belonging to the Hirer, its employees or contractors that, in the opinion of the Venue staff present, fails to meet any safety, OHS or fire regulation;f) the right to make announcements, play videos and display images relating to any subject at the times and in the places in the Centre that it deems appropriate provided that such announcements and displayed images do not unduly disrupt or interfere with the Event and/or Performances;g) the right to display by way of the Centre's in-house video system in locations it deems appropriate any Event and/or Performance for the convenience of the Venue, its employees, contractors and nominees and of the public attending the Event and/or Performances;
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- h) the right to refuse admission to any person, including the Hirer, its employees and contractors, to the Centre at any time;
- i) the right to remove any person, including the Hirer, its employees and contractors, from the Centre or any part of it at any time;
- j) the right to remove from the Centre any items of equipment belonging to the Hirer, its employees or contractors and store them, at the Hirer's costs, in a manner and place of the Venue's choosing, if the Hirer does not remove such items at the end of the Licence Period;
- k) the right to make a recording of any Event and/or Performance for archival purposes;
- l) the right to provide exclusive catering services to the Centre;
- m) the right to provide cleaning services to the Centre;
- n) the right to provide security services to the Centre;
- o) the right to supply wines, spirits, drinks, refreshments, food, confectionary or other items to persons attending the Centre;
- p) the right to sell merchandise, programs and other items in the Centre;
- q) the right to determine acceptable sound limits in respect of the Event and/or Performances;
- r) the right to print, supply, sell or otherwise distribute tickets and the right to provide ticketing services;
- s) the right to enter sponsorship agreements with partners of its choice relating to naming rights of, or credit for, any of the Centre's venues, rooms, spaces, services and equipment.
- t) The right to retain up to eight house seats to be used at the Centre's discretion, provided that any

Clocktower Centre

Alive with theatre, functions & events



unallocated seats are returned to sale 48 hours prior to performance time.

Part Nine Termination

Venue's right to terminate	36	<p>The Venue shall reserve, under its discretionary control, certain rights, including the following: Without affecting its other rights and remedies, the Venue may terminate this Agreement by giving notice in writing to the Hirer at any time:</p> <ul style="list-style-type: none">a) after the Hirer fails to carry out any material provision of this Agreement and the failure is not capable of remedy; orb) after the Hirer fails to carry out any material provision of this Agreement, the failure is capable of remedy and the Hirer does not remedy that failure within seven days of receipt of written notice to do so; orc) in the opinion of the Venue there is a likelihood that damage may be caused to the Centre or any part of the Centre if the Hirer exercises the rights and authorities granted by this Agreement; ord) after any other event occurs or circumstance arises that in the opinion of the Venue, has the potential to materially and adversely affect the ability of the Hirer to perform any or all of its obligations under or to comply with the terms and conditions of this Agreement; ore) after a warranty given by the Hirer in this Agreement is materially incorrect or misleading; orf) if in the opinion of the Venue the organisation of or advertising for or the manner in which any performance or use is being conducted or is proposed to be conducted is or is likely to be of a libellous, scandalous, obscene or objectionable character.
Retained rights	37	<p>On termination of this Agreement under Clause 53 each party retains the rights it may possess against the other party in respect of any past breach of this Agreement in addition to any other rights, powers or remedies provided by law.</p>

Part Ten Interpretation, Notices, General

Governing law	38	This Agreement is made in the State of Victoria and is governed by and is to be construed in accordance with the laws of Victoria. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria and waive any right to object to proceedings being brought in those courts.
This document, clauses, headings, numbering, marginal notes	39	<p>In this Agreement:</p> <ul style="list-style-type: none">a) a reference to this document includes the document as varied or replaced regardless of any change in the identity of the parties;b) a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Agreement all of which are deemed part of this Agreement;c) a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;d) headings, subheadings, numbering and marginal notes are for convenient reference only and shall not in any way control or affect the construction or interpretation of this Agreement or any clause thereof;e) “including” and similar expressions are not words of limitation; andf) a reference to “expressly permitted” means that the party who may give or withhold permission has done so in writing in advance of the act requiring permission.
Persons	40	<p>In this Agreement, reference to:</p> <ul style="list-style-type: none">a) a person includes a firm, partnership, joint venture, association, corporation or other corporate body;b) a person includes the legal personal representatives, successors and permitted assigns of that person; and

- c) any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body that most closely serves the purposes or objects of the first-mentioned body.

Property	41	In this Agreement, a reference to any property or assets of a person includes the legal and beneficial interest of that person in those assets or property, whether as owner, lessee or lessor, Hirer or Venue, trustee or beneficiary or otherwise
Joint and several	42	If a party to this Agreement consists of more than one person, this Agreement binds them jointly and each of them severally and shall also bind the executors, administrators and permitted assignees of them and every two or greater number of them jointly and severally.
Counterparts	43	This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
Legislation	44	In this Agreement, a reference to a statute includes regulations under it as well as any consolidations, amendments, re-enactments or replacements to it.
Number and gender	45	In this Agreement, a reference to the singular includes the plural and vice versa, and a reference to a gender includes all genders.
Currency	46	In this Agreement a reference to “\$” or “dollars” is a reference to Australian dollars (AUD).
Business day	47	If a payment or other act is required by this Agreement to be made or done on a day that is not a Business Day, the payment or act shall be made or done on the next following Business Day.
Provision read down	48	If a provision in this Agreement is held to be illegal, invalid, voidable or unenforceable, that provision shall be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

Provision severance	49	If it is not possible to read down a provision as allowed for in Clause 48, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or any of the other provisions of this Agreement.
Waiver of provisions	50	None of the provisions of this Agreement shall be taken either at law or in equity to have been varied waived discharged or released by the Venue unless by its notice of consent in writing.
Dispute resolution	51	<p>If any dispute arises in relation to this Agreement:</p> <ul style="list-style-type: none">a) Either Party may give written notice to the other Party that it has a complaint about the performance (of the contractual obligations) of the other Party and setting out the nature of the complaint.b) Upon service of the notice, a representative of each Party will meet and endeavour to resolve the dispute promptly and in good faith.c) The Parties must continue to perform their respective obligations under this Agreement despite the dispute.d) If the Parties are unable to resolve the dispute themselves within a reasonable timeframe, the matter will be referred for facilitated appropriate dispute resolution, which may be mediation or arbitration as determined by the Venue and agreed by the Hirer.e) The Parties agree that the outcome of this dispute resolution process will be binding on the Parties.f) Each Party will bear its own costs, and equally share the costs of the dispute resolution.g) Nothing in this clause 51 prevents a Party from instituting proceedings for the purpose of obtaining injunctive relief or specific performance to restrain any breach or prevent or compel performance under, or declaratory relief in relation to, this Agreement.

- h) This clause 51 survives termination or expiry of this Agreement.
- Notices 52 A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:
- a) personally, on the person;
 - b) by leaving it at the person's current address for service;
 - c) by posting it by prepaid post addressed to that person at the person's current address for service; or
 - d) by facsimile to the person's current number for service, and the particulars for such service shall be:
 - e) for the Centre, at 750 Mt Alexander Road, Moonee Ponds, VIC, 3039;
 - f) for the Hirer, as specified in the Venue Hiring Agreement, and a notice or other communication shall be deemed served:
 - i) at the time of service if served personally or left at the person's address;
 - ii) two Business Days after posting if posted within Australia to an Australian address, or in any other case, eight Business Days after posting;
 - iii) at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile service number, if served by facsimile providing that if received after 6.00pm in the place of receipt or on a day that is not a Business Day, at 9.00am on the next Business Day.
 - iv) at the time indicated on the transmission by the sender's email server indicating that the email was sent in its entirety to the

addressee's email address, providing that if received after 6.00pm in the place of receipt or on a day that is not a Business Day, at 9.00am on the next Business Day.

Amendment	53	This Agreement and its attachments may only be varied or replaced by a document duly executed by the parties.
Entire understanding	54	This Agreement contains the entire understanding between the parties. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting the grant of licence are superseded by this Agreement and shall have no effect.
Time and further assurance	55	Time is of the essence regarding all dates, periods of time and times specified in this Agreement and each party shall promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions prescribed in this Agreement.
Legal costs and expenses	56	Each party shall pay its own legal costs and expenses in relation to any negotiation, preparation and execution of this Agreement and other documents referred to in it.
Stamp duty or tax	57	The Hirer shall pay any stamp duty or other tax, including all fines and penalties except those arising from the default of another party, in respect of this Agreement and any document executed under it.
Waiver and exercise of rights	58	A single or partial exercise or waiver of a right under this Agreement does not prevent any other exercise of that right or the exercise of any other right and no party shall be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, failure to exercise or delay in the exercise of a right.