

Please note: The following Standard Terms and Conditions document is part of a two part Agreement for Glasshouse Venue Hire which contains the Contract (Part A) and this document being the Standard Terms and Conditions of Hire (Part B). The Standard Terms and Conditions apply to the parties named in the attached Agreement.

WHEREAS THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In these Standard Terms and Conditions of Hire and Contract (Part A) hereto unless the context of subject matter otherwise dictates or requires, the following expressions shall have the meanings hereby assigned to them: -

“Activity” means project, exhibition, conference, event, performance or other agreed undertaking forming the agreed use as described in Part 2 of the Contract;

“Agreed” means agreed in writing from time to time between Glasshouse Management and the Hirer;

“Agreed Use” means activity specified in Part 2 of the Contract and includes any access to associated areas that Glasshouse Management may grant to the Hirer or his agents or servants or employees or contractors for the preparation of any event including but not limited to exhibition, display, performance or series of performances or for any other purpose;

“Approved” means approved in writing from time to time by the Glasshouse Management;

“Authorised Officer” means a person determined by the Glasshouse Management as having particular authority. This may include but is not limited to Venue Operations Manager, Technical Supervisor or Duty Manager;

“Business Day” means any day other than a Saturday, Sunday, public or bank or other gazetted holiday in New South Wales, Australia;

“Cancelled” in relation to the agreed use means the failure by the Hirer to proceed with the agreed use or any part thereof due either to a breach by the Hirer of the provisions of these Standard Terms and Conditions of Hire which may or may not result in the revocation by the Glasshouse of the license granted herein, or any other reason whatsoever;

“Contract or Part A” means that part of the Agreement entitled Contract and/or Part A (inclusive of any attached schedules);

“Glasshouse” means Glasshouse Arts, Conference and Entertainment Centre located at 30-42 Clarence Street Port Macquarie NSW Australia 2444 Lots 21 & 22 DP 868598 & SP12292. Glasshouse Arts Conference and Entertainment Glasshouse BN 98273120 as a trading entity of Port Macquarie-Hastings Council ABN 11 236 901 601;

“Glasshouse Box Office” means the department of the Glasshouse acting as an agent for ticket sales;

“Glasshouse Management” means the person(s) authorised by the Glasshouse to manage the premises;

“Glasshouse Staff” means any person employed by Port Macquarie-Hastings Council for placement at the Glasshouse whether on wages or casual rates or piecework rates or a person under contract to Port Macquarie-Hastings Council;

“Hirer” means the person or body specified in Part 1 of the Contract, and includes but is not limited to their servants, agents, employees, contractors;

- (a) “Commercial Hirer” is any hirer holding an activity which is held for profit (this may in some circumstances include NFP organisations where the event clearly has a commercial mandate);
- (b) “Non Commercial Hirer (Community)” as a local group generally within or from the Port Macquarie-Hastings Council Local Government Area or association which generally does not include professional personnel and is usually not for profit (NFP) association and generally includes school groups;

“Hiring Period” means the period as specified in Part 2 of the Contract commencing on the licence commencement date and ending on the licence expiration date. If Glasshouse Management permits the Hirer to have access to the venue prior to the licence commencement date the Hiring Period will commence from when approved access commences;

“Premises” means any part of property (internal or external) owned and operated by the Glasshouse;

“Schedule of Fees & Charges” means those fees and charges applied by the Glasshouse at the time of Hiring Period and may vary from those included at date of issue of the Contract. All references to sums of money are references to sums in Australian currency and all payments to be made will be made in Australian currency;

“Technical Services Questionnaire” means the questionnaire provided by the Glasshouse requesting information pertaining to the technical presentation of the agreed use named in the Contract;

“Ticketing/Merchandise Services Request” shall mean the questionnaire provided by the Glasshouse requesting information pertaining to the ticketing / merchandise requirements of the agreed use named in the Contract;

“Venue” means that part of the Glasshouse referred to in Part 2 of the Contract as named and identified in a plan kept at the Glasshouse administration offices.

2. INTERPRETATION

In these Standard Terms and Conditions of Hire and Contract (Part A) hereto unless the context of subject matter otherwise dictates;

Words importing the singular shall include the plural and vice versa and reference to one gender shall include all genders;

- 2.1. Where two or more persons are Hirers these Standard Terms and Conditions of Hire shall bind the Hirers and any two or greater number of 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;
- 2.2. Headings herein are for convenient reference only and shall not in any way control or affect the construction of these Standard Terms and Conditions of Hire or any clause thereof;
- 2.3. If there is any inconsistency between this document and the Contract then the clauses of the Contract will prevail;
- 2.4. The Glasshouse reserves the right to vary, amend, delete, make additions, changes comment or other amendments whatsoever to the following terms and conditions without notice as permitted to the extent of any applicable Australian state or federal law and/or act;
- 2.5. These Standard Terms and Conditions of Hire will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of New South Wales, Australia and do not preclude any rights under relevant law, which cannot be excluded, restricted or modified by agreement;

- 2.6. Port Macquarie-Hastings Council may at any time apply specific terms and conditions in addition to these Standard Terms and Conditions of Hire.

3. VENUE BOOKINGS

3.1. Booking Procedure

- 3.1.1. A venue hire pencil booking, being a booking with receipt of any deposit will be held without obligation. If a subsequent venue hirer wishes to place a booking on those date(s) the hirer holding first pencil will be given 2 business days notice to release the date or confirm and contract the booking;
- 3.1.2. Recurrent (weekly / monthly/ annual) bookings and dates are not guaranteed at the time of initial booking;
- 3.1.3. Licence Period covers any / all occupancy of the venue and must include set up / set down times;
- 3.1.4. All venue hires will be subject to a minimum hire fee and/or minimum hire time as approved and gazetted by Port Macquarie-Hastings Council from time to time. The Schedule of Fees and Charges forms part of these Standard Terms and Conditions of Hire. Hire Fee refers to all charges as quoted based on your venue hire arrangements. This may include but is not limited to venue hire, staff costs, and equipment charges. Cost estimates are based on current costs and are subject to change upon reasonable notice;
- 3.1.5. Following verbal or written communication of your intention to hire the venue you will be forwarded the Glasshouse, Arts Conference and Entertainment Centre Venue Hire Contract. To ensure a confirmed booking the Glasshouse must receive the signed Contract, together with the deposit of 50% of the venue hire fee (GST inclusive) within 10 business days of the date of issue of the Contract. If the signed Contract and deposit are not received within this time Glasshouse Management reserves the right to release the date(s) to another hirer.
- 3.1.6. At the time of making the booking the Hirer must book any additional Glasshouse facilities and equipment. Final confirmation of facilities and equipment required must be received at least 10 business days prior to the commencement of the licence period. Any alterations must be finalised and agreed to by the Technical Supervisor in writing no later than 3 business days prior to the booking;
- 3.1.7. Subject to the provisions of the Agreement of Hire the Glasshouse grants to the Hirer license and authority to use and occupy the venue for the purpose only of the agreed use and the Hirer agrees to undertake such use accordingly;

- 3.2. The Hirer may not, under any circumstance sub let any space within the venue or any other space within Glasshouse premises.

4. PAYMENTS

The Hirer will pay to the Glasshouse the amounts specified in Part 3 of the Contract at the time and in the manner specified:

- 4.1. The Hirer shall upon the signing of the Contract pay a deposit to the value of fifty percent (50%) of such amount as is specified no later than 10 business days past the date of Contract. The Hirer grants a charge over the said deposit in favour of Port Macquarie-Hastings Council as security for all monies payable by the Hirer under the Contract. The Glasshouse may apply the security deposit for or towards the discharge or payment of any liability of the Hirer to the Glasshouse;

- 4.1.1. A refundable deposit of \$200.00 for extra cleaning costs may be required. This will be determined based on the agreed use as specified in Part 3 of the Contract at the discretion of Glasshouse Management. If required the cleaning deposit must be received not later than 5 business days prior to the booking date;
- 4.1.2. Provided that the Hirer shall have complied with the Standard Terms and Conditions of Hire the security deposit or such balance thereof as remains after any deductions for payments as provided herein shall be repaid to the Hirer;
- 4.1.3. In the event of the agreed use extending beyond the time or expiration of the license (as specified in Part 2 of the Contract) the Hirer will pay to the Glasshouse a further amount for each half hour or part thereof during which the agreed use extends beyond the time of expiration of the license;
- 4.1.4. If at the Hirers request any single nights are omitted during the licence period (as specified in Part 2 of the Contract) the Hirer will be liable for payments of the normal rental except when such omission is due to a prior booking or the date is taken up by another Hirer;
- 4.1.5. Activities held on public holidays are subject to double time penalty rates on all labour. Additional labour penalty rates apply between the hours of 11pm - 8am and when overtime is worked;
- 4.1.6. The Hirer covenants and agrees with the Glasshouse it shall, at the conclusion of the hiring period or at such other time as may be determined by Glasshouse Management, pay to Port Macquarie-Hastings Council:-
- 4.1.7. **Staff**
Any costs incurred for staff provided by the Glasshouse for the Hirers use or as are considered necessary to meet the Hirer's requirements, at the applicable labour charge out rates as specified in Part 8 of the Contract (Part A). The Glasshouse reserves the right to specify a minimum number of staff to be engaged or present during any agreed use;
- 4.1.8. **Ticketing**
Any costs incurred at the Hirer's request and paid or payable by the Glasshouse or payable to the Glasshouse for ticketing services relating to the agreed use;
- 4.1.9. **Promotion / Advertising**
Any costs incurred at the Hirer's request and paid or payable by the Glasshouse or payable to the Glasshouse relating to the promotion and advertising of the Agreed Use howsoever incurred;
- 4.1.10. **Cleaning / Waste Disposal**
Any amount of any cost or expense additional to that normally incurred by the Glasshouse for the purpose of maintaining the venue(s) in respect of the licence in a clean and sanitary condition including the cost of waste disposal. Any incurring of such additional cost or expense will be at the sole discretion of Glasshouse Management;
- 4.1.11. **Production Charges**
Any costs incurred at the Hirer's request and paid or payable by the Glasshouse or payable to the Glasshouse relating to operational costs and production hires and charges; and
- 4.1.12. Any other costs for facilities, equipment, services, hires or items provided by the Glasshouse on the Hirer's behalf.

5. CANCELLATION

- 5.1. The Glasshouse is not responsible for the interruption or cancellation of bookings due to circumstances beyond its reasonable control. Port Macquarie-Hastings Council will not be

liable for any costs related whatsoever to the cancellation of a Booking. Glasshouse Management reserves the right to withhold hiring of the venue if necessary or due to circumstances beyond its reasonable control;

- 5.2. If the hirer cancels a booking Glasshouse Management must be notified in writing. Notice of cancellations received by Glasshouse Management:
- a) less than 7 days prior to the booking date will be charged 100% of the venue hire fee and any expenses already incurred by the Glasshouse at the request of the Hirer;
 - b) 7 to 14 days prior to the booking date will be charged 50% of the venue hire fee plus any expenses already incurred by the Glasshouse at the request of the Hirer;
 - c) 15-60 days prior to the booking date will be charged at 25% of the venue hire fee plus any expenses already incurred by the Glasshouse at the request of the Hirer;
 - d) More than 60 days out from the booking date no fee will be charged and any deposit paid will be refunded less any expenses already incurred by the Glasshouse at the request of the Hirer.

6. TICKET SALES, DISTRIBUTION AND RECEIPTS

The Hirer further agrees with the Glasshouse as follows:

- 6.1. All activities within the Glasshouse which require patron ticketing must be ticketed by the Glasshouse Box Office. The 'Standard Terms and Conditions of the Glasshouse Ticketing and Merchandise Sale Agreement' apply to any tickets sold by the Glasshouse Box Office on the Hirer's behalf;
- 6.2. Port Macquarie-Hastings Council will retain in trust all or any part of the monies which may have been paid to the Glasshouse Box Office whether by way of advance seat booking charges or otherwise until 10 business days past the conclusion of the agreed use to which such monies relate, until the Hirer shall have paid to Port Macquarie-Hastings Council all sums which may be due and payable by the Hirer on any other account. The Glasshouse Box Office reserves the right to apply such monies as follows:
 - a) settlement of any outstanding payments by the Hirer to the Glasshouse; and / or
 - b) in refunding collected monies to ticket holders; and/or
 - c) in payment to the Glasshouse in compensation for deficiency or loss or damage arising by virtue of the Hirer's breach of the Agreement arising in connection with the agreed use; and/or
 - d) for any losses in ticket revenue due to fraud or non-payment by a purchaser.
- 6.3. **House Seats**
 The Glasshouse Box Office shall at the sole discretion of Glasshouse Management withhold from sale and distribution for any or all activities of the agreed use the manager's house seats as specified in Part 7 of the Contract and such seats shall be in such part of the auditorium as the Glasshouse Management determines.

7. MERCHANDISING

- 7.1. Sale of merchandise will attract a commission as defined in the Schedule of Fees and Charges and as specified for the agreed use in the Glasshouse Ticket Sale Agreement;
- 7.2. All merchandising to occur within the venue will be sold by Glasshouse merchandise sellers unless otherwise agreed; and
- 7.3. The Hirer shall bear the cost of any expenses incurred in the sale of merchandise.

8. MARKETING / PROMOTION

8.1. General Policy

Commencement of any advertising is not permitted until contractual and ticketing agreements are complete and deposits received. The Hirer must return the completed Marketing Services Request form prior to undertaking any marketing or promotional activity.

8.2. Approval

Any promotional material which is proposed to be provided to the Glasshouse's customers must be approved by the Glasshouse prior to production. Glasshouse Management must approve all advertising material prior to publication, issue or promotion. Arrangements to display promotional material must be in writing and agreed to by the Glasshouse Management, prior to the licence commencement date;

8.3. Display of Promotional Materials

8.3.1. No signage or display material is to be nailed, screwed, stapled or adhered to any surface front or back of house in the premises.

8.3.2. Arrangements to display promotional material for or on behalf of the hirer must be agreed to by Glasshouse Management prior to the licence commencement date. The Glasshouse does not generally accept posters for display. Electronic signage will be encouraged where possible.

8.3.3. Any free standing signage or promotional material distributed at the premises by or on behalf of the hirer must be approved for content and distribution and placement and by Glasshouse Management. These materials must be kept to a minimum.

8.4. Logos

8.4.1. The Hirer shall in respect of advertising and programme materials reproduce the name of the premises as detailed in Part 1 of the Contract and the correct name of any auditorium or area within the premises;

8.4.2. The use of the Glasshouse name, logo(s), website and contact details must be reproduced and used only in a typeface and format approved by Glasshouse Management;

8.5. Marketing and Promotion Costs

Should the Glasshouse and the Hirer agree that Glasshouse Management shall arrange marketing and promotion on the Hirer's behalf, the Hirer shall pay to Port Macquarie-Hastings Council the sum agreed upon.

Programme Details and Variations

The Hirer shall deliver to Glasshouse Management upon request full particulars of artists and items works or events to be performed or presented in connection with the agreed use and will promptly inform Glasshouse Management of any change or variation in those particulars including particularly, but not limited to, the non-appearance or substitution of any artist and the deletion or substitution of any item or work to be performed. Where such a change or variation occurs the Hirer will undertake such further publicity at his own expense as Glasshouse Management may require, or alternatively Glasshouse Management may

undertake such publicity as determined and the Hirer shall pay to Port Macquarie-Hastings Council the cost and expenses paid or payable in undertaking such publicity;

8.6. **Distribution of Glasshouse Information**

8.6.1. The Glasshouse reserves the right to display its own advertising material at any time. The Hirer shall permit the Glasshouse to distribute to any persons attending the premises any circular, brochure or information sheet provided by the Glasshouse;

8.6.2. Glasshouse Management shall reserve the right to use the front-of-house areas and other areas to advertise forthcoming

9. **SPONSORS**

1. The Hirer must at the time of making the booking disclose all information relating to the agreed use including any advertising and sponsors sought or secured. This information remains Commercial in Confidence. The Glasshouse retains the right not to accept any booking where there exists a conflict with any commercial arrangement in place between the Glasshouse and its partners during the licence period.
- 9.1. Glasshouse Management reserves the right to cease and remove any sponsor related activity undertaken by the hirer not previously approved as per clause 9.1.

10. **PRIVACY**

- 10.1. The Glasshouse respects the privacy of all customer and business contacts, and is committed to safeguarding the personal information provided and to complying with the National Privacy Principles in the Privacy Act 1988 (the NPPs). The Glasshouse will comply with NPP1.3 when it collects personal information from customers and with NPP2 when it uses and discloses this personal information.
- 10.2. If the Glasshouse discloses personal information to a third party, it will only do so on the basis that the third party has agreed to the matters specified in this clause, and that the third party will comply with the NPPs when it handles the personal information of the Glasshouse's customers.
- 10.3. Under the "direct marketing rules" in NPP2.1, the Glasshouse is required, in each and every direct marketing communication to individuals, to prominently display a notice that any individual may choose not to receive any further direct marketing communications. The Glasshouse is also required to respect any "opt outs" received.
- 10.4. Conditions applicable to the use of customer information are:
 - 10.4.1. The personal information of the Glasshouse's customers will only be used once and for the purpose for which it was disclosed by the Glasshouse; and
 - 10.4.2. The personal information of the Glasshouse's customers will not be disclosed to any third parties unless the Glasshouse has provided express consent in writing; and
 - 10.4.3. An opt-out will be included on any promotional material sent to the Glasshouse's customers. This will be in a minimum font size of 7 points and will read as follows: *We respect your privacy. If you prefer not to receive anything from (the Glasshouse) again, please tick here and return with original envelope to the Privacy Officer, (the Glasshouse);* and
- 10.5. The Glasshouse will manage the 'opt out' process.

11. **CATERING**

- 11.1. The Hirer must use the Glasshouse preferred caterer unless agreed otherwise by the preferred caterer and Glasshouse Management;
- 11.2. Confirmation of catering arrangements will be as defined in Catering Services Agreement undertaken between the Hirer and the Caterer. The Glasshouse is not liable for any default by either party in the provision of catering services in connection with the agreed use;

12. LIQUOR

- 12.1. The Hirer will not for the purpose of resale bring onto or receive or provide in the premises any liquor. All service and consumption of alcohol must be in line with Liquor Licence conditions imposed on the Glasshouse by the NSW Office of Liquor, Gaming and Racing, Australia. A copy of these conditions is available upon request;
- 12.2. Hirers and all associated staff, third parties, machinery operators, trades staff and technical operators etc are not permitted to consume or be under the influence of alcohol while undertaking any professional duty;
- 12.3. With the exception of official functions no alcohol is permitted in any back of house area or onstage.

13. CONDITIONS OF ENTRY

13.1. General Conditions

The Hirer shall abide by the General Conditions of Entry and Refusal of Entry displayed at each point of entry to the Glasshouse which apply to all person within the premises.

13.2. Jeopardising of Licenses

The Hirer shall not do or suffer to be done anything whereby any license or permit issued or in force in respect of the lawful administration or management of the Glasshouse may be or become liable to be forfeited or suspended or refused renewal;

13.3. Direction

- 13.3.1. Glasshouse Users will in all respects observe and comply with any / all By-Laws of the Glasshouse in force at the time of their use of the Glasshouse premises, equipment and or facilities and abide by all Port Macquarie-Hastings Council Policies, Glasshouse Terms and Conditions; and
- 13.3.2. must follow any instruction given by Glasshouse Management or authorised officer;

13.4. Removal

- 13.4.1. Glasshouse Management has the right to request the removal from the premises of any person behaving in a disorderly manner. Glasshouse Management may request the Hirer to cease activity if disorderly and unacceptable conduct occurs. It is up to Glasshouse Management to use his/her discretion on all occasions as to the running of the activities on Glasshouse premises; and
- 13.4.2. Hirers are not to do or omit to do anything which is of a nuisance or annoyance to Glasshouse Management or other users of the premises or which in the opinion of Port Macquarie-Hastings Council is dangerous, disorderly, riotous, noxious, offensive, illegal, immoral, or objectionable. Any such behaviour will result in immediate removal from the premises. Any illegal activities will be reported immediately to the relevant authority;

13.5. Supervision

- 13.5.1. Hirers are responsible for ensuring that at all times their agents, contractors, employees, licensees and invitees are properly supervised and under the control

of a representative of the Hirer. Any such person(s) shall observe and comply with all instructions given by Glasshouse Management and with the provisions of the Venue Hire Agreement.

- 13.5.2. The Hirer must provide Glasshouse Management with the name and contact details of the Hirer's authorised representative if the Hirer is not present for the duration of the licence period;
- 13.5.3. The Hirer shall at all times observe and comply with the provisions of all industrial agreements, awards and determinations as regards any person or persons engaged or employed in connection with the agreed use.
- 13.5.4. Glasshouse Users are responsible for providing adequate duty of care and supervision for all person(s) under the age of 18 brought onto the premises as a result of their activities undertaken at the Glasshouse. Where the Duty Manager deems insufficient supervision has been provided the Glasshouse will at full cost to the Glasshouse User provide additional personnel to the satisfaction of Glasshouse Management. If a user contracts a person/organisation to operate child care facilities on the premises, they must ensure that the appointed person / organisation holds appropriate qualifications and licences. Copies of these licence and insurance certificate(s) must be supplied to Glasshouse Management prior to any child being placed in care;
- 13.5.5. The Glasshouse reserves the right to specify a minimum number of staff to be engaged or present during any activity. Any costs incurred for staff provided by the Glasshouse at request of the User or as considered necessary by Glasshouse management will be borne by the User at the applicable labour rates as indicated in the Schedule of Fees and Charges

14. NON EXCLUSIVITY

14.1. Right of Entry

Glasshouse Management or authorised officer shall have the right to enter at any time any room or area or part of the premises in respect of which this license is granted;

14.2. No Interference

The Glasshouse reserves the right to use the 'venue' at any time or times as the Hirer shall not be using the same for his own rehearsals or performances and by mutual agreement in such a manner that the Glasshouse's usage shall not interfere with the Hirers agreed use;

14.3. Limits of Hiring

Glasshouse Management reserves the right to use any other part of the premises for any other purpose at the same time as the Hirer is occupying or using the venue(s) specified in the Contract (Part A);

15. ACCESS TO FACILITIES

The Hirer further agrees with the Glasshouse as follows:

15.1. No Tenancy or Assignment

The use of the premises or part of the premises in respect of which the license is granted shall not be exclusive and the possession of the Glasshouse will remain with Port Macquarie-Hastings Council. These Standard Terms and Conditions of Hire shall not in any way create a tenancy between the Glasshouse and the Hirer nor shall the Hirer be entitled to assign the benefits of these Standard Terms and Conditions of Hire or any rights given hereunder without the prior written consent of Glasshouse Management;

15.2. Facilities Provided

The Glasshouse may at its discretion make available for the use by the Hirer, at the Hirer's cost in all respects, such facilities equipment additional areas and services as are required

by the Hirer provided always that the Glasshouse shall not be responsible for the adequacy or suitability of such facilities, equipment, additional areas or services;

15.3. Access

The Hirer may at any time during the licence period have access to all parts of the premises that are necessary for the agreed use but not including those parts used by the Glasshouse's administration and control rooms other than those essential to the agreed use and allocated to the Hirer for that purpose;

15.4. Keys

All keys to doors and equipment in the premises will be kept in the charge of such persons as authorised by Glasshouse Management;

15.5. Waste Management

Hirers must dispose of all waste generated by their activities in the most environmentally sensitive manner. The Glasshouse encourages waste minimisation on all activities undertaken on the premises. Wherever possible waste materials should be reused or be recycled. No chemical, slurries or paint must be allowed to enter the drainage system. Disposing of any waste matter in a manner contravening the Environmental Protection Act will result in the Hirer being reported to the appropriate authority. Port Macquarie-Hastings Council provides a base level of general waste, organic waste and recycled waste disposal as part of normal operation of the Glasshouse. The Hirer will be liable for any charges associated with the Hirers commercial quantities of waste or disposal of any items left on the premises.

16. SAFE AND PROPER USE

16.1. Safe and Proper Use of Glasshouse

The Hirer will use the premises and its facilities and its equipment in a safe proper and efficient manner to the satisfaction of Glasshouse Management and will immediately comply with any direction given by Glasshouse Management or authorised officer in connection with the safe and proper use of the premises and its facilities and equipment and the Hirer will:-

- a) ensure all agents and servants are knowledgeable of/and observe, all procedures as outlined in the Glasshouse Site Induction and Safety Handbook and;
- b) leave the premises and its facilities and equipment in a clean safe and proper condition to the satisfaction of Glasshouse Management or authorised officer;

16.2. Alterations

The Hirer will not make any alterations or additions to the structure or the fittings or decorations or furnishings or facilities or equipment of the Glasshouse;

16.3. Additions

The Hirer will not provide any additional decoration or furnishings to the Glasshouse unless the same shall have been previously approved by Glasshouse Management and the Hirer shall immediately after the agreed use (or if agreed immediately after a series of events or performances) remove all such additional decoration or furnishings;

16.4. Capacity

The Hirer shall comply at all times with the Glasshouse Population Management Plan and/or other BCA requirements as directed by Port Macquarie-Hastings Council. Copies of these plans are available on request. Building and health regulations do not permit audience numbers to exceed the certified occupancy or seating capacities of the various venues. In accordance with this plan the following conditions apply:-

- a) The Hirer will be required to determine the capacity appropriate to their requirements in consultation with venue sales and booking staff; and/or
- b) Glasshouse Management reserves the right to refuse a booking on the grounds of health and safety; and/or

- c) Glasshouse Management reserves the right to restrict entry to the venue once the legal occupancy capacity has been reached and to put in place at the cost to the hirer any systems required to enforce legal occupancy capacities; and/or
- d) Crowd control personnel shall be engaged by the Hirer, if, in the opinion of Glasshouse Management, it is deemed necessary. The cost for engagement of crowd control personnel will be borne by the Hirer.

16.5. Temporary Seating

Any temporary seating installed in relation to the agreed use must not be located in aisles or other paths of travel to a designated exit. Seating set out in rows must comply with BCA requirements. If it is intended that the audience be seated on the floor aisles and crossovers are to be clearly defined and maintained as paths of travel.

16.6. Aisle Lighting

Aisle lights within the venue (s) must be on when any member of the public is in attendance and the main auditorium lighting is dimmed or off. This includes but is not limited to all rehearsal and performance periods.

16.7. Sound Levels

Glasshouse Management reserves the right to exercise control of sound levels within the Glasshouse. Hirers shall comply with the reasonable determinations of Glasshouse Management or authorised officer in relation to sound level limits within the premises. Reasonable determinations are made in line with the Conditions of Consent of the Place of Public Entertainment Licence applicable to the Glasshouse and as defined by the NSW Environment Protection Authority. Any noisy works and works that generate vibrations are to be completed in times approved by Glasshouse Management. Glasshouse Management reserves the right to stop work in cases of excessive sound level or vibration or where they believe any personal safety or other venue activities are compromised.

16.8. Fireproofing

The Hirer shall not bring onto the premises any scenery, curtains or properties to be used in connection with any agreed use unless the items have been fireproofed in accordance with the prevailing Fire Code in the State of New South Wales, Australia and are maintained by the Hirer in a fireproofed condition to the satisfaction of the Glasshouse Management whilst the items are on the premises;

16.9. Traffic Management

The Hirer shall not bring onto the premises any vehicle without prior consent and arrangements from Glasshouse Management. All vehicular movement on site must be managed in line with strict traffic management protocols and under escort of Glasshouse traffic management staff.

16.10. Obstructions

The Hirer shall not obstruct any stair, exit or path of travel within the premises. This includes all open spaces within the building ie: foyers, public spaces, back of house passageways

16.11. Displays

Glasshouse Hirers must abide by the Glasshouse, Arts Conference and Entertainment Centre Terms and Conditions of Displays when designing and installing display or exhibits in any part of the premises. A copy of these is available upon request. Glasshouse Management reserves the right to refuse installation or demand removal of any exhibit / installation it deems unsafe or in breach of any terms and conditions.

16.12. Rigging / Suspension of Items

No Hirer will suspend or permit or allow to be suspended from any height within the premises any item until the item and the manner of suspension shall have been previously approved in writing by Glasshouse Management. The Hirer will pay to the Glasshouse the proper fees of any architect engineer or other professional or technical consultant arising out of any application by the Glasshouse to suspend objects or make alterations to the building to enable suspension.

17. AGREED USE

17.1. Date / Time and Number of Activities

Any activity covered by these Standard Terms and Conditions of Hire will be held on the date or dates and times as referred to in Part 2 of the Contract and only in such numbers as are agreed;

17.2. Commencement

The Hirer will not commence any activity earlier or later than the starting time or times specified in Part 2 of the Contract unless such change of time shall have previously been approved in writing by the Glasshouse Management;

17.3. Latecomers

The Glasshouse reserves the right not to admit latecomers to any given activity / event / performance until there arises a suitable break;

17.4. Rehearsals

No unauthorised personnel shall be permitted to attend and view a rehearsal without the express permission of Glasshouse Management. Where such permission is granted, Glasshouse Management may engage such staff as it deems necessary in connection with the safe and proper use of the Glasshouse and the Hirer will be liable for any extra staff engaged;

17.5. Use of Public Spaces

The Hirer shall not use any front of house area for any purpose other than egress unless otherwise approved by Glasshouse Management

17.6. Suspension of Activity

The Glasshouse which shall be at liberty to suspend or control to any extent and in any way it may deem necessary any performance or usage which in its judgment is not in accordance with the provisions of these Standard Terms and Conditions of Hire but without rendering Port Macquarie-Hastings Council, the Glasshouse or Glasshouse Management or any other authorised person liable in damages in respect of such suspension or control;

18. PERMITS AND LICENCES

18.1. Glasshouse Hirers must have in place all necessary permits, licenses and rights required to undertake their activities at the premises and are responsible for the payment of any taxes, levies and charges payable to any authority or third party in connection with such activities;

18.2. Hirers shall not conduct any raffles, lotteries gaming, collections or solicitation whether for charity or otherwise on Glasshouse premises without prior written consent from Glasshouse Management. Consent will only be provided in line with conditions for these activities imposed by the NSW Office of Liquor, Gaming and Racing, Australia. For more information go to www.olgr.nsw.gov.au

18.3. Activities at the Glasshouse may be subject to Health Department checks. Glasshouse Hirers must abide by all safety regulations and / or licences as required in accordance with the provisions of the Public Health Act, Local Government Acts or Ordinances;

18.4. Glasshouse Management reserves the right to cancel the users activity should the user and/or any subcontractor or employee of the user have not taken all reasonable steps to obtain any relevant licence(s), insurance(s) or statutory requirement(s) for the activity being undertaken.

19. COPYRIGHT / BROADCAST

19.1. Performing Rights Copyright and Moral Right of any Author of Any Work

The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the agreed use and the Hirer must produce evidence of the necessary authorities /

consents from the copyright owner and the author of the work (if different from the copyright owner) in relation to any activity which uses other works and the intellectual property in those other works vests in another party or another party was the author of those works. Further, the payment of all or any royalties to the Australian Performing Right Association or any other like bodies or to any person entitled to be paid royalties shall be the obligation of the Hirer and the Hirer undertakes to pay such royalties promptly as they fall due;

19.2. Sound or Television

The Hirer shall not transmit or produce or permit or allow the transmission or reproduction by television or sound broadcast or by any other means any of the performance or part thereof unless the same shall have been previously approved in writing by Glasshouse Management. When approval has been granted for a performance to be televised, broadcast, filmed or recorded all publicity and advertising must clearly state that such is the case; and

- a) In the event of any performance being broadcast from the Glasshouse whether it be by or for radio or television and whether it be broadcast live or taped a fee as specified by the MEAA will be payable to Port Macquarie-Hastings Council by the Hirer; and
- b) If such transmission or reproduction results in seating capacity being reduced or sight lines impeded because of technical requirements the Hirer must provide such information to enable tickets to be sold to an accurate seating plan;

20. PLANT AND ELECTRICAL INSTALLATIONS

- 20.1. Hirers shall not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the premises;
- 20.2. Where any of the things referred to in clause 20.1 have been damaged and the Hirer is responsible therefore, the Hirer shall be deemed to have failed, neglected or refused to make good and repair such damage and Glasshouse Management shall be at liberty to proceed accordingly.
- 20.3. The Glasshouse shall not at any time be in any way or on any ground whatsoever liable for the failure or non-working of the air conditioning plant, the electric plant and/or the electrical fittings contained in the premises or for the non-supply of electric power or light to the premises.

21. GLASSHOUSE EQUIPMENT

21.1. Technical Services Requests

The Hirer shall deliver to Glasshouse Management not later than 10 business days prior to the Licence Commencement Date as specified in Part 2 of the contract full particulars of the Hirer's technical, staging and labour requirements in the form of a completed Technical Services Questionnaire supplied by the Glasshouse and will promptly inform the Technical Supervisor in writing of any change or variation in those particulars;

21.2. Where using or altering Glasshouse 'in house' technical equipment the Hirer shall restore at his own cost all sound lighting and staging apparatus to the basic standard arrangement to the satisfaction of Glasshouse Management or authorised officer.

21.3. Additional Equipment

21.3.1. If the hirer wishes to use his own sound, lighting or other electrical devices and mechanical equipment this must be of a standard acceptable to the Glasshouse Management and accordingly the Hirer is required to submit such equipment for inspection and approval by the Glasshouse Management or his authorised officer. The designated Authorised Officer may at any time request that such equipment is not permitted to be used and/or removed from the venue where safety and performance quality matters arise;

- 21.3.2. Where external equipment is hired for any Agreed Use by the Glasshouse at the Hirers request the cost of the hire, delivery, removal and installation of this equipment will be borne by the Hirer.
- 21.3.3. Should the Hirer wish to place any equipment, including mixer boards, in the auditorium it must be placed so that patron viewing is not obstructed by such equipment. If such placement is likely to result in reduced seating capacity the Hirer must present detailed information to the Glasshouse Management to enable tickets to be sold to an accurate plan;
- 21.3.4. Any electrical equipment brought on to the premises must be tested and tagged as per Australian Standards (AS 3760). The hirer is liable for any costs associated with their equipment being inspected, tested and maintained. Any electrical equipment identified by Glasshouse Management as being potentially unsafe will be disconnected and removed from the premises.
- 21.4. **Pianos**
No piano shall be brought onto the premises except with the approval of the Glasshouse Management and no piano shall be moved except under the supervision of the Glasshouse Management or his authorised officer;
- 21.5. **Vacating the Glasshouse**
The Hirer shall directly after the last activity of the agreed use remove from the premises all his sets costumes properties and equipment together with all other goods of any kind brought onto the premises by the Hirer;
- 21.6. **Failure to Remove Equipment**
In the event of the Hirer failing to remove any or all of his sets and costumes and properties and equipment and goods and materials from the premises at the time of expiration of the license granted herein Glasshouse Management may at the sole risk and expense of the Hirer remove the same. In the further event of the Glasshouse providing storage for same it may charge to the Hirer, and the Hirer will pay Port Macquarie-Hastings Council, the storage charges incurred by the Glasshouse or if stored by the Glasshouse itself the normal and prevailing market cost payable in respect of such storage;
- 22. DANGEROUS GOODS**
- 22.1. Hirers shall not bring on to the premises any flammable, volatile, explosive or dangerous substances, including pyrotechnics and chemicals, without the prior written consent of Glasshouse Management. Glasshouse Management will insist on the removal of any dangerous good or hazardous substance that has not been approved for use on the premises or is being misused. Hirers are responsible for supplying the Dangerous Goods Register and Material Safety Data Sheet/s (MSDS) for all hazardous substances and dangerous goods brought on to the premises.
- 22.2. Hirers engaged in the following must receive written approval from Glasshouse Management prior to undertaking activity on the premises: use of naked flame / flammable substances/ Hot Work/ pyrotechnics/ strobe lighting / lasers/ helium balloons / weapons/ /smoke, haze or snow machines. Approval will not be given for any activity requiring the discharge of ammunition from a firearm, the use of any material or thing giving off a level or heat or toxicity that poses a threat of harm, the use of any sharp implement or weapon that poses a threat of harm or the screening of nitrate film.
- 23. PROHIBITED ACTIVITIES**
- 23.1. **Smoking**
The Glasshouse is governed by the Port Macquarie-Hasting Council Smoke Free Environment Policy and is legally obligated to control exposure to environmental tobacco smoke through the *Smoke Free Environment Act 2000* and the *Occupational Health and Safety Act 2000*. Smoking is prohibited at the Glasshouse and within 10m of any doorway, window or air intake where smoke may enter the Glasshouse.
- 23.2. **Substances**

It is prohibited for any person to use, sell, purchase or be under the influence of any illegal substance on Glasshouse premises (including external areas). If persons are taking prescription medication that may affect their safety or the safety of others they should refrain from undertaking any activities at the Glasshouse. The use of any prescription drug without medical direction is considered to be a breach of this policy.

23.3. Animals

With exception of Assistance Animals* any animal visiting the site or used in any activity undertaken on the premises must have prior consent from Glasshouse Management and must be expertly cared for. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements. Any one found mistreating animals will be reported to the appropriate authorities. *Assistance animals are defined by legislation to include Guide Dogs, hearing dogs and any other animal specially trained to assist a person with a disability. (For further definition of an assistance animal, see the Disability Discrimination Act and **DDA** guidelines or contact the Human Rights & Equal Opportunity Commission for advice.)

24. EMERGENCY SERVICES

- 24.1. The Hirer, his agents and servants will not hinder or obstruct in the exercise of their duties at the Glasshouse any member of the medical or nursing profession, police force or security officer employed or authorised by the Glasshouse or fire brigade, ambulance service, first aid service or other emergency evacuation procedures; and
- 24.2. Hirers must not obstruct or interfere with aisles, entrances, exits, electrical cupboards, emergency lighting, fire extinguishing equipment and fire alarms in the premises or do anything which might in any way endanger nor omit to do anything reasonably required to prevent danger to the Glasshouse, or any person;
- 24.3. The Hirer shall ensure all his agents and servant on the premises are familiar with all Emergency procedure as outlined in the Glasshouse Site Safety and Induction Handbook and will observe the Glasshouse's internal security and emergency evacuation procedures;
- 24.4. The Hirer agrees when requested by Glasshouse Management to insert into any official programme or to otherwise announce any emergency evacuation procedure as may be determined by the Glasshouse Management
- 24.5. Glasshouse Management may revoke or discontinue the licence if at any time in the opinion of Glasshouse Management;
 - 24.5.1. there exists emergency in the premises due to an actual or imminent occurrence that causes or threatens to cause loss of life or injury or distress to persons or danger to the safety of the public or destruction of or damage to property;
 - 24.5.2. or the premises is required, requisitioned or resumed for the use of a Government or public authority for any public purpose by reason of emergency;
 - 24.5.3. or the premises is damaged or destroyed by act of war or in the course of resisting or repelling such action or is being repaired, remedied or made good or attempts are being made to do so as a result of such action;
 - 24.5.4. or a breach of copyright is being committed;
 - 24.5.5. or the use of the venue and / or premises for the agreed use in respect of which this license and authority is granted, prohibited obstructed or hindered by reason of any industrial action or act of God or civic disorder;

25. LOSS AND DAMAGE

25.1. Notification of Loss

The Hirer shall notify Glasshouse Management immediately on becoming aware of any damage or loss to the premises, its facilities or equipment and of any injury to any person whosoever in the Glasshouse;

25.2. Third Parties

Port Macquarie-Hastings Council is not responsible for the loss, damage or theft of any property or money belonging to Glasshouse Hirers and / or their associated third parties. The Hirer indemnifies Port Macquarie-Hastings Council in relation to any losses, claims, damages or demands for payment arising from any breach of copyright, infringement of moral rights, or other unlawful use of the intellectual property in the course of use of the premises;

25.3. Protection of Surfaces

The Hirer shall carry out any direction given by Glasshouse Management for the protection of floors and other surfaces as deemed necessary by Glasshouse Management and the full costs associated with such protection will be borne by the Hirer;

25.4. All equipment, furniture, fittings and any other property of the Glasshouse remains the property of Port Macquarie-Hastings Council. Hirers will make good any costs associated with loss or replacements of these items as a result of their activities at the Glasshouse. The Hirer shall keep Port Macquarie-Hastings Council indemnified from and against all damages costs charges and expenses incurred by the Glasshouse in consequence of such damage; including but not limited to:

- a) any costs incurred by the Glasshouse in repairing or making good any damage so caused and;
- b) all costs losses damages and expenses of any kind howsoever arising out of the postponement or cancellation of agreed use or any other concurrent or subsequent uses that the Glasshouse may have agreed with another hirer

26. INSURANCE

The Hirer further agrees with the Glasshouse as follows:

26.1. No Hirer will do or permit to be done anything on the premises whereby the policy or policies of insurance on the premises and/or its contents against damage by fire or otherwise may become void or voidable or whereby the rate of premium thereon may be increased and shall indemnify Port Macquarie-Hastings Council in respect of all sums for which it may become liable by way of increased premiums and all expenses incurred in connection with or incidental to any such policy or policies by reason of any breach of this clause;

26.2. The Hirer must provide Port Macquarie-Hastings Council with a Certificate of Currency for product and public liability insurance coverage of no less than TWENTY MILLION DOLLARS \$20,000,000 noting the interest of Port Macquarie-Hastings Council for their respective rights and interests;

26.3. The Hirer will insure its sets, costumes, properties and equipment and all goods and materials of any kind brought into the premises in connection with the agreed use and the Hirer will produce to Glasshouse Management proof of such insurance as required;

26.4. The Hirer shall at all times observe and comply with the provisions of all industrial agreements awards and determinations in relation to any person(s) / contractors or other third parties engaged or employed in connection with any activity on Glasshouse premises. Glasshouse Management reserves the right to view upon request certificates of public liability and workers compensation insurance from any person(s) / contractors or other third parties engaged by the primary Glasshouse user.

27. INDEMNITIES

The Hirer further agrees with the Glasshouse as follows:

- 27.1. The Hirer is solely liable for and must indemnify and hereby indemnifies and saves harmless the Glasshouse from and against all liability, suits, actions, proceedings, claims, demands, penalties, losses, damage and expense which may be incurred by or brought against or made upon the Glasshouse or which the Glasshouse may pay, sustain or be put to by reason of, or arising out of or in the course of or in connection with either directly or indirectly the exercise or attempted exercise by the Hirer of its rights to enter the property except where such liability, suits actions, proceedings, claims, demands, penalties, losses, damage and expense arises out of a negligent or willful act or default of the Glasshouse, its employees and/or its agents
- 27.2. All outlays made by the Glasshouse in the event of the Hirer not proceeding with the agreed use or cancelling or postponing any performance or performances and the indemnity shall extend not only to costs actually incurred by the Glasshouse at the date of cancellation or postponement including but not limited to refunding of tickets and the loss of booking fees in respect of ticket sales; and
- 27.3. Any other claim action demand loss damage or cost of any kind that is consequent upon the agreed use pursuant to Contract (Part A) and these Standard Terms and Conditions of Hire (Part B);
- 27.4. Any claims actions demands losses damages costs and expenses for and / or in respect of which the Glasshouse or its agents servants performers employees invitees contractors sub-contractors or volunteer staff shall be or become liable in any respect in relation to any breach (direct or indirect) by the Hirer his agents servants performers employees invitees contractors sub-contractors or volunteer staff of any copyright moral right or other intellectual property rights existing in relation to any works associated with the agreed use including but not limited to the performance and advertising of the performance.

28. FURTHER AGREEMENT

The Hirer further agrees with the Glasshouse as follows:

28.1. Revocation of License

- 28.1.1. If at any time any payments pursuant to the Venue Hire Agreement are not paid by the Hirer to Port Macquarie-Hastings Council, Port Macquarie-Hastings Council may by notice in writing delivered to the Hirer at the Hirer’s address (as specified in Part 1 of the Contract) demand upon not less than two (2) business days notice, payment of outstanding payments due. In the event of the failure of the Hirer to make such payments within this time then Port Macquarie-Hastings Council may forthwith terminate the Venue Hire Agreement without prejudice to any right or remedy of the Glasshouse for any breach of the Terms and Conditions in Parts 14 and 15 of the Contract (Part A) and these Standard Terms and Conditions of Hire (Part B): and / or
- 28.1.2. the Glasshouse may revoke or discontinue any license and authority hereby granted at any time by giving the Hirer at the address shown in this agreement not more than two (2) business days notice in writing thereof whereupon these Standard Terms and Conditions of Hire shall be at an end but without prejudice to any right or remedy where:
 - a) there has been a breach or default of any Party of the Venue Hire Agreement or
 - b) there is likelihood that damage may be caused to the premises or any part of the Glasshouse if the Hirer exercises their rights and authorities granted by the Agreement;
 - c) or the organisation or advertising for or the manner in which any performance is being conducted or is proposed to be conducted is or is likely to be of scandalous, libellous, obscene, or objectionable character so deemed by the Glasshouse;

28.2. Force Majeure

That in the event of the Glasshouse or Hirer or both parties being unable to perform and discharge their contractual obligations arising out of the Agreement due to strike, civil disturbance, war or act of God then the parties shall be relieved of the irrespective obligations accruing and occurring during such time provided that the time for performance as specified in the Agreement shall not be extended as a result thereof except by written agreement of both parties.

28.3. Waiver

The provisions of these Standard Terms and Conditions of Hire shall not be taken (either at law or in equity) to have been waived discharged or released by Port Macquarie-Hastings Council or Glasshouse Management unless by its or his express consent.

28.4. Discretion

In any case where pursuant to these Standard Terms and Conditions of Hire the doing or execution of any act, matter or thing by Port Macquarie-Hastings Council or Glasshouse Management is dependent upon the approval or consent of it or him, such approval or consent may be given or withheld in the absolute uncontrolled discretion of the Port Macquarie-Hastings Council or Glasshouse Management as the case may be unless otherwise herein provided.

28.5. Glasshouse's Responsibility

Any rights and powers of Port Macquarie-Hastings Council under any of the provisions of these Standard Terms and Conditions of Hire shall not be deemed to impose upon the Glasshouse any responsibility for the selection of the work or works proposed to be performed or being performed in the premises and any granting withholding or refusal of any permission by the Glasshouse shall be construed accordingly.

28.6. Notice

Without prejudice to any other means of giving notice any notice given under these Standard Terms and Conditions of Hire shall be sufficiently given:-

- a) to the Hirer if addressed to the Hirer or to any director, secretary, manager, executive officer or organiser of the Hirer and served personally on the Hirer or that director, secretary, manager, executive officer or organiser or if forwarded by prepaid post or facsimile to the place of business of the Hirer last known to Glasshouse Management;
- b) to Glasshouse Management if addressed to the office of the Glasshouse and a notice sent by post or facsimile will be deemed to be given or served at the time when it ought to be delivered in the ordinary course of post or facsimile transmission.

29. FURTHER CLAUSES

Further clauses to these Standard Terms and Conditions of Hire (if any) shall be contained in Parts 10 & 11 of the Contract (Part A)